

Board of Public Works

July 29, 2025



Members:

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

Appointed 01/02/2016 by the Mayor
Appointed 01/05/2022 by the Mayor
Appointed 01/17/2024 by the Mayor

BMC 2.09.020 states that these members serve at the pleasure of the Mayor.

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](https://www.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 the Board of Public Works Liaison at public.works@bloomingtonin.gov and provide your name, contact information, and a link to or a description of the document or web page you are having problems accessing.

**WORK SESSION
DRAFT AGENDA
BOARD OF PUBLIC WORKS
July 28, 2025**

A Work Session of the Board of Public Works will be held **Monday July 28, 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/82412871704?pwd=NtEdMviMtgXV8v13PkVBavPopgekcQ.1>

Meeting ID: 824 1287 1704 Passcode: 741094

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS AND REMONSTRANCES

III. TITLE VI ABATEMENTS

1. 708 S Adams Street

IV. CONSENT AGENDA

1. Resolution to Uphold Order to Remove at 2609 S. Kendall Drive
2. Resolution 2025-056 Summer Fire Fest
3. Resolution 2025-058 Hoosiers Outrun Cancer
4. Service Agreement with Thrasher Landscaping for Facilities
5. Right of Way Closure Request for CBU for W. 2nd Street Modernization
6. Approval of Payroll

V. NEW BUSINESS

1. Approve Resolution of Public Needs at Grimes & Walnut
2. Approve Amendment 1 to Contract with Kimley Horn for Grimes at Walnut Project
3. Approve Change Order #1 for Longview Greenway Project
4. Approve 2nd Street Utility Staking
5. Approve Healthcare Service Agreement between City of Bloomington Fire, City of Bloomington Police and IU Health Medical Group/IU Health Bloomington
6. Approve Contract to Paint Fire Training Tower with Premier Painting
7. Approve Addendum to Fire Aerial Apparatus Purchase Contract with Fire Service, Inc.
8. Approve Addendum to Purchase of Fire Engine with Fire Service, Inc.
9. Approve Addendum #1 to Service Agreement with Specialties Company LLC for Handrail at 3rd

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. ADJOURNMENT

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Staff Report

To: Board of Public Works

From: Mike Arnold, HAND NCO; Taylor Brown, Assistant City Attorney

Date: July 29, 2025

Re: Request to Abate property at 708 S. Adams Street, Bloomington, IN

Attachments:

1. Notice of Violation Issued on 05/30/2025, 06/23/2025, 06/30/2025, and 07/10/2025.
2. Photograph(s) of the property
3. GIS property information
4. Order for Abatement (proposed)

Facts:

1. Bloomington Municipal Code § 6.06.050 makes it 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.”
2. On May 20, 2025; June 23, 2025; June 30, 2025; and July 10, 2025, Neighborhood Compliance Officer Mike Arnold inspected the property located at 708 S. Adams Street, Bloomington, IN (Hereinafter the “Property”) and issued Notice(s) of Violation for excessive growth in violation of BMC § 6.06.050 (Hereinafter the “NOV”).
3. The NOV were issued to Margaret Lamb and Edward Ohye (Hereinafter the “Owner”) because they are the Owners of the Property which is in violation of BMC § 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violation(s) have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
6. The Notice of Request to Abate was served on the Owners of the Property by certified mail in accordance with BMC § 6.06.080(b).
7. The abatement order should be continuous.

Status of the Property and Reason for Abatement:

The Property remains out of compliance. Vegetation throughout the entire Property is overgrown. 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.



On **05/30/2025, 06/23/2025, 06/30/2025 and 07/10/2025** 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.
- XX** 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 **708 S Adams St**. 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 (1 year from 05/30/2025)**.

BPW Meeting Date: 07/29/2025

Property Owner: Margaret Lamb and Edward Ohye

Owner Address: 155 E Burks Dr

Is this a rental? No

Agent: NA

Property Address: 708 S Adams St

Parcel Number: 53-08-05-300-029.000-009

Legal Description: 15-33725-00 Sem Pt Lot 173

City of Bloomington's Board of Public Works

Order Of Abatement for NOV

(excessive growth)

This matter is before the Board of Public Works for Abatement of Notice of Violations issued May 30, 2025; June 23, 2025; June 30, 2025; and July 10, 2025, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, July 29, 2025.

The Board of Public Works now finds as follows:

1. Margaret Lamb and Edward Ohye (Hereinafter the "Owner") owns the real estate located at 708 S. Adams Street, Bloomington, IN 47401, under parcel number 53-08-05-300-029.000-009 and whose legal description is 15-33725-00 Sem Pt Lot 173 (Hereinafter the "Property").
2. On May 30, 2025; June 23, 2025; June 30, 2025; and July 10, 2025, Mike Arnold, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing excessive growth on the Property, in violation of BMC § 6.06.050.
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 reduce the weeds, grass or noxious plants present on said Property to a height below eight inches and to remove all overgrowth.
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 excessive growth 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 30TH 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 29th Day of July, 2025.

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



City of Bloomington
Housing and Neighborhood Development

NOTICE OF REQUEST FOR ABATEMENT

To: Lamb, Margaret & Ohye, Edward (“Property Owner”)

The City of Bloomington Housing and Neighborhood Development (“HAND”) Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at **111 S Adams ST**, Bloomington 47403, under parcel number **11-11-11-11-111111-111** and whose legal description is **11-11111-11 Sem Pt Lot 1** (Hereinafter the “Property”).

If the Board of Public Works grants HAND’s request, then HAND or its third party contractor will enter into and onto the Property and abate the violation(s). The Property Owner shall be responsible for reimbursing the City for the abatement and all associated costs. If the Property Owner fails to reimburse the city for any and all costs associated with an abatement of his property, said costs shall be filed with the county auditor and placed on the tax duplicate for the property at issue, said costs being collected as taxes are collected.

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at **7:00 PM on Tuesday July 11, 2011 via BOO meetings and in person in the Council Chamber of City Hall, 111 N Morton Street, Bloomington, Indiana**. **You must contact the Office of Public Works at 11-111-111 or email at publicworks@bloomingtonin.gov for further information.**

The Property Owner is entitled to present arguments and evidence in defense of this request for abatement.

Lines are not appealed at this meeting

Monroe County, IN

708 S Adams ST, Bloomington, IN 47403-2168
53-08-05-300-029.000-009



Parcel Information

Parcel Number: 53-08-05-300-029.000-009
Alt Parcel Number: 015-33725-00
Property Address: 708 S Adams ST
Bloomington, IN 47403-2168
Neighborhood: Allen Street - A
Property Class: 1 Family Dwell - Platted Lot
Owner Name: Lamb, Margaret & Ohye, Edward
Owner Address: 155 E Burks Drive
Bloomington, IN 47401
Legal Description: 015-33725-00 Sem Pt Lot 173

Taxing District

Township: PERRY TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	1.0	



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 #: CODET62025-05-4179
Date Opened: 5/23/2025
Inspector: 220



Notice of Violation

708 S Adams ST
Bloomington IN 47403
53-08-05-300-029.000-009

Owner

Margaret Lamb
155 E Burks DR
Bloomington IN 47401

Violation(s):

6.06.050 - Excessive growth

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.

Warning

Corrective Action: Grass over eight inches

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
CODET62025-07-4419	7/11/2025		
CODET62025-06-4349	6/27/2025		
CODET62025-06-4328	6/23/2025		
CODET62025-05-4218	5/30/2025		
CODET62025-05-4179	5/23/2025		



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Case #: CODET62025-05-4218
Date Opened: 5/30/2025
Inspector: 220



Notice of Violation

708 S Adams ST
Bloomington IN 47403
53-08-05-300-029.000-009

Owner

Margaret Lamb
155 E Burks DR
Bloomington IN 47401

Violation(s):

6.06.050 - Excessive growth

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.

1st Violation \$50.00

Corrective Action: Grass over 8 inches

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Case #: CODET62025-06-4328
Date Opened: 6/23/2025
Inspector: 220



Notice of Violation

708 S Adams ST
Bloomington IN 47403
53-08-05-300-029.000-009

Owner

Margaret Lamb
155 E Burks DR
Bloomington IN 47401

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:

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Case #: CODET62025-06-4349
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Notice of Violation

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53-08-05-300-029.000-009

Owner

Margaret Lamb
155 E Burks DR
Bloomington IN 47401

Violation(s):

6.06.050 - Excessive growth

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2nd Violation \$100.00

Corrective Action:

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3rd Violation \$150.00

Corrective Action: BPW 7/29/2025

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CODET62025-05-4179	5/23/2025		







Board of Public Works Staff Report

Project/Event: Resolution to Uphold Order to Remove the Structure Located at 2609 N Kendall Dr (north mobile home)

Petitioner/Representative: HAND

Staff Representative: Michael Arnold

Date: July 29, 2025

Report:

July 07, 202	Received a uReport (204022) regarding burnt structure
July 08, 2025	Drive by for Evaluation
July 09, 2025	Sent Order to Remove
July 29, 2025	BPW Meeting

This Order is for the burnt mobile home on the north side of the lot at 2609 S Kendall Dr, Bloomington IN 47403. HAND received a uReport concerning this structure. A drive by inspection was conducted and it was noted that the mobile home on the north side of the lot had been burned and is standing open. Hand issued an Order to Remove with the requirement that the structure be sealed immediately to prevent unauthorized entry until structure is removed. BPW Board is required to uphold the resolution.

Recommend ☒ **Approval** ☐ **Denial by:** Michael Arnold

BOARD OF PUBLIC WORKS
RESOLUTION 2025-059
Unsafe Order for 2609 S. Kendall Drive, Bloomington, Indiana

WHEREAS, the City of Bloomington Housing and Neighborhood Development (“HAND”) issued an **Order To Uphold the Order to Remove** on real estate located at 2609 S. Kendall Drive, Bloomington, Indiana (the "Property") because the structure is unsafe as defined by both Indiana Code 36-7-9 and Chapter 17.16 of the Bloomington Municipal Code; and

WHEREAS, HAND issued an Order to the owner of record for the Property, and those individuals or corporations who are believed to have a substantial interest in the Property, in accordance with the rules and procedures outlined in Indiana Code 36-7-9 *et seq.* and Chapter 17.16 of the Bloomington Municipal Code; and

WHEREAS, the Board of Public Works heard testimony and reviewed evidence on this Order at its Regular Meeting of Tuesday, July 29, 2025.

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

- ☐ Affirms the Order issued by HAND on July 9th, 2025.
- ☐ Rescinds the Order issued by HAND on July 9th, 2025.
- ☐ Modifies the Order issued by HAND on July 9th, 2025. This modification is less stringent than HAND's original Order and now requires the property owner to take the following actions:

So Ordered this 29th day of July, 2025.

By: _____
Kyla Cox Deckard, President of the Board

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared _____, of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing Resolution as a voluntary act and deed.

Signature of Notary Public

Date Commission expires

Name of Notary Public

County of Residence

Commission Number: _____







Board of Public Works Staff Report

Project/Event: Summer Fire Fest

Petitioner/Representative: Teresa Weimann, Indiana University

Staff Representative: Cassie Werne, Special Projects & Operations Manager

Date of Event: Saturday-Sunday, August 23-24, 2025

Date of Board Meeting: Tuesday, July 29, 2025

Report: Indiana University is requesting to close 7th Street from Indiana to Woodlawn for Summer Fire Fest on Saturday-Sunday, August 23-24, 2025 from 4pm to 2am. This event has been approved by the Office of Student Life as well as IUPD. IUPD is overseeing traffic control and IU Facilities is providing traffic barricades, signage, etc. Summer Fire Fest is a Union Board welcome week bonfire event with live local music from student bands and a live karaoke band. The event will have food trucks, activities, and a chance for students to meet new friends around a bonfire.

The following plans and Certificate of Liability 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-
056**

Summer Fire Fest

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

WHEREAS, Teresa Weimann (“Organizer”), with the Summer Fire Festival, would like to close 7th Street from Indiana to Woodlawn from 4:00 p.m. on August 23, 2025 through 2:00 a.m. on August 24, 2025 in order to hold a special event: Summer Fire Festival; and

WHEREAS, the City desires to reserve this space to support this community function.

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

1. The 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 Organizer and other event organizers may close the 7th Street from Indiana to Woodlawn, as more particularly indicated on the attached application marked as Exhibit A, incorporated into this Resolution by reference. The timeline for these closures will occur in accordance with Exhibit A.
3. Organizer and other event organizers 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. Organizer and event organizers shall obtain, and place at their own expense, any security measures which are deemed prudent and necessary by the Indiana University Police Department which may include, but are not limited to: anti-vehicle barriers for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Indiana University Police Department is responsible for traffic control.
5. Organizer and the other event organizers 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 2:00 a.m. on August 24, 2025.
6. Organizer and the other event organizers 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 August 23, 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 those hours of 8:00 p.m. on August 23, 2025 until 1:00 a.m. on August 24, 2025.
8. Organizer and other event organizers shall be responsible for obtaining any and all required permits, including alcohol permits, as well as being responsible for all legal and financial expenditures.
9. Organizer 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 Organizer agrees to submit to the City at least thirty (30) days prior to August 23, 2025.
10. Mobile food vendors and pushcarts, as defined by Bloomington Municipal Code Chapter 4.28 and 4.30, will be located inside of the Special Event area. As such, the following additional conditions shall specifically apply to any mobile food vendor units and/or pushcarts:
 - a. Shall obtain a permit from the Monroe County Health Department;
 - b. If a spark, flame or fire is used, an open burn permit from Bloomington Fire Department shall be obtained;
 - c. Shall not attach any portion of their unit or cart to a building, tree, telephone pole, streetlight pole, traffic signal pole or fire hydrant;
 - d. Shall not use any public electrical outlet;
 - e. Shall only be permitted to utilize a private electrical outlet if a licensed electrician has provided written documentation that said outlet is capable of handling the unit or pushcart's electrical needs;
 - f. Shall serve their food and beverages in containers that do not allow the food or beverages to fall onto the street or sidewalk.
 - g. If utilizing a grill or device that results in a spark, flame or fire shall do the following: locate at least 20 feet away from a building; provide a barrier between the grill or device and the public; not allow the spark or flame to exceed 12 inches in height; and have a fire extinguisher within reaching distance;
 - h. Shall contain an approved grease interceptor or grease trap;
 - i. If a generator is utilized, the generators shall not exceed 70dBa;
 - j. Shall maintain the food storage areas in a manner that are free from rats, mice, flies and other insects or vermin.
11. Organizer, Summer Fire Fest, and their officers, directors, agents, employees, members, successors and assigns, do hereby indemnify and hold harmless the City, its Boards, officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not

limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

12. Teresa Weimann, organizer for the Summer Fire Fest event, presents that they are fully empowered by proper action of their entities or organizations, to bind their entities or organizations to the terms and conditions set forth in this Resolution and does so bind their entities or organizations by their signature set forth below.

ADOPTED THIS 29th DAY OF July, 2025..

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-056 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Teresa Weimann, Organizer

Date: _____



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

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

City Permit #: SE2025-0021
Application Date: 6/27/2025

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

Teresa Weimann
900 East 7th Street
Bloomington IN 47403

Overview

Event Description

Summer Fire Fest is a Union Board welcome week bonfire event with live local music from student bands and a live karaoke band. The event will have food trucks, activities, and a chance for students to meet new friends around a bonfire. This event will be held on Dunn Meadow and 7th street in front of Dunn Meadow.

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

August 23, 2025 at 4pm

Start - Date and Time

August 23, 2025 at 8pm

End - Date and Time

August 24, 2025 at 1am

Teardown - Date and Time

August 24, 2025 at 2am

Expected Number of Participants

1000

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: 7th Street from the intersection on Indiana to Woodlawn

Street	To Street	From Street	Closing /Opening	Date
7th Street	Woodlawn	Indiana	Closing	8/23/2025 4 PM

Is this event on Indiana University campus? ☒ Yes

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

Emergency

Who is responsible for overall event safety and coordinating emergency response? Please provide contact name and phone number. Teresa Weimann, Associate Director, Student Involvement and Leadership Center, Indiana Memorial Union
tweimann@iu.edu
812-855-3327

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

Medical Emergencies

MEDICAL PLAN:

If someone is injured and needs medical assistance immediately, call 911. Another volunteer on site should be designated to notify IUPD on site and Teresa Weimann. Teresa Weimann will call Assistant Building Manager on duty to alert them of the situation by calling the IMU Main Switchboard (812)856-6381.

- Volunteers and staff who are not trained in First Aid/CPR/AED CANNOT touch the injured individual.
- 5-6 Volunteers and staff will assist by circling around injured individual to block other event attendees from trying to help or touch the injured individual. All other volunteers must remain in their locations to manage the event.
- First aid will be provided by a trained staff member if possible and necessary.
- While waiting for paramedics, first responder/staff member will obtain personal information, if possible:
 - o Name
 - o Age
 - o Signs and symptoms
 - o Allergies
 - o Medications
 - o Past medical history
 - o Last oral intake
 - o Events leading up to the illness or injury
- Designated volunteer will be directed to stand by the appropriate entrance of the IMU to help direct the ambulance and bring paramedics to location of injured individual.
- First responder/staff member will provide information on injury to Assistant Building Manager for reporting purposes. Witnesses will be asked to stay to provide additional information to the Assistant Building Manager.

If it is a minor injury, a first aid kit will be available on site and any IMU staff on-site with First Aid training will be allowed to assist.

Severe Weather

WEATHER PLAN:

This event will be cancelled if it begins to rain/thunderstorm.

Weather monitoring, through the app WeatherBug, will occur throughout the day prior to the event and throughout the event by Teresa Weimann. Cancellation of the event due to expected bad weather will be made 24 hours in advance and messaging will be put out via social media platforms.

If lightning is seen and/or thunder is heard during set up, the event, or tear down of event, Teresa Weimann, will check WeatherBug to determine the location of the lightning. If radar determines that lightning is within 10 miles of Dunn Meadow/Centennial Patio/Alumni Hall Patio, all individuals on site will be asked to move inside the Indiana Memorial Union for safety as quickly as possible.

- The announcement will be made either by megaphone (if during set up/teardown) by Teresa Weimann. Teresa Weimann will alert the Assistant Building Manager on duty via radio.
- Event attendees will be directed by volunteers to enter the Indiana Memorial Union through the nearest entrance, they will be able to disperse throughout the building from there or can wait while maintaining social distance in Alumni hall.
- Volunteers and IMU staff will be placed at the Commons Entrance and Alumni Hall Entrance to advise event attendees to stay inside. Staff and volunteers cannot require that attendees stay inside the building but can advise them to stay inside until weather clears. Volunteers and staff will be looked to as resources during this time and Teresa Weimann will keep each member staffing an entrance updated on weather and the waiting time.
- 30 minutes after the last lightning strike, individuals will be allowed back outside to Dunn Meadow/Centennial Patio/Alumni Ha

Fire/Evacuation	We will have a fire extinguisher at the event, 911 will be called. Students will evacuate to the IMU parking lot 2
Lost or Missing Persons	911 will be called
Other	
Have you arranged for security at your event?	Yes
If yes, who will be providing security?	working with IUPD to decide if they will be present or if we will hire IU event staff or CSC

Waste

Who is responsible for event clean-up and ensuring trash and recycling are properly disposed of? Please provide contact name and phone number.	We will have 1 trash can and 1 recycling can per 100 people; so 10 of each around Dunn Meadow in high traffic areas. These will be provided by IU facilities and picked up by them as well.
Will you have food vendor(s)?	Yes
If yes, please name the food vendors:	IMU Catering and working with IMU catering to provide food trucks
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.?	Food waste and beverage containers
What is your plan to collect and dispose of trash and recycling?	IU Facilities will be providing extra trash bins and recycling bins and will collect and dispose of the trash after the event.
What vendor will provide waste bins and collection service?	IU Facilities
Will you be providing portable toilets?	No
If yes, how many portable toilets?	
If yes, what company is providing the portable toilets?	The Indiana Memorial Union will be open for restrooms

Noise & Entertainment

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

Live Music	Checked
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 will be using Big Picture Production for the stage/audio.

Entertainment will be student bands and we will have a live band karaoke as well

What will be the power source for equipment?

Dunn Meadow has power supply and will provide all need power

Describe any other electrical needs:

We will have a generator in the activities section that will provide additional power needs for the activities.

Have you notified businesses/residents impacted by your event?

No

Which businesses/residents have been notified?

We will be notified the Culture Centers/Church located on 7th street-- waiting on date of meeting to be able to add that detail in the notification

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

Event Emergency Action Plan

Dunn Meadow

Map of Event:



Timeline of Event:

Setup: including road closure 4pm

Event Time: 8pm-1am

8pm-9pm: Student Band performs

9pm-11pm: Live Band Karaoke

Event Emergency Action Plan

Dunn Meadow

11pm-12am: Student Band Performs

12am-1am: Student Band Performs

Clean up-1am-2am

Event Emergency Action Plan

Dunn Meadow

Contact Information:

Teresa Weimann: 770.827.7953

MEDICAL PLAN:

If someone is injured and needs medical assistance immediately, call 911. Another volunteer on site should be designated to notify IUPD on site and **Teresa Weimann**. **Teresa Weimann** will call Assistant Building Manager on duty to alert them of the situation by calling the IMU Main Switchboard (812)856-6381.

- Volunteers and staff who are not trained in First Aid/CPR/AED **CANNOT** touch the injured individual.
- 5-6 Volunteers and staff will assist by circling around injured individual to block other event attendees from trying to help or touch the injured individual. All other volunteers must remain in their locations to manage the event.
- First aid will be provided by a trained staff member if possible and necessary.
- While waiting for paramedics, first responder/staff member will obtain personal information, if possible:
 - Name
 - Age
 - Signs and symptoms
 - Allergies
 - Medications
 - Past medical history
 - Last oral intake
 - Events leading up to the illness or injury
- Designated volunteer will be directed to stand by the appropriate entrance of the IMU to help direct the ambulance and bring paramedics to location of injured individual.
- First responder/staff member will provide information on injury to Assistant Building Manager for reporting purposes. Witnesses will be asked to stay to provide additional information to the Assistant Building Manager.

If it is a minor injury, a first aid kit will be available on site and any IMU staff on-site with First Aid training will be allowed to assist.

Event Emergency Action Plan

Dunn Meadow

WEATHER PLAN

This event will be cancelled if it begins to rain/thunderstorm.

Weather monitoring, through the app WeatherBug, will occur throughout the day prior to the event and throughout the event by **Teresa Weimann**. Cancellation of the event due to expected bad weather will be made 24 hours in advance and messaging will be put out via social media platforms.

If lightning is seen and/or thunder is heard during set up, the event, or tear down of event, **Teresa Weimann**, will check WeatherBug to determine the location of the lightning. If radar determines that lightning is within 10 miles of Dunn Meadow/Centennial Patio/Alumni Hall Patio, all individuals on site will be asked to move inside the Indiana Memorial Union for safety as quickly as possible.

- The announcement will be made either by megaphone (if during set up/teardown) by **Teresa Weimann**. **Teresa Weimann** will alert the Assistant Building Manager on duty via radio.
- Event attendees will be directed by volunteers to enter the Indiana Memorial Union through the nearest entrance, they will be able to disperse throughout the building from there or can wait while maintaining social distance in Alumni hall.
- Volunteers and IMU staff will be placed at the Commons Entrance and Alumni Hall Entrance to advise event attendees to stay inside. Staff and volunteers cannot require that attendees stay inside the building but can advise them to stay inside until weather clears. Volunteers and staff will be looked to as resources during this time and **Teresa Weimann** will keep each member staffing an entrance updated on weather and the waiting time.
- 30 minutes after the last lightning strike, individuals will be allowed back outside to Dunn Meadow/Centennial Patio/Alumni Hall Patio via announcements made over megaphones by **Teresa Weimann**.

STUDENT BEHAVIOR:

If a physical altercation occurs, volunteers and staff will notify IUPD on site. If a volunteer informs IUPD, **Teresa Weimann** must be notified immediately.

If an event attendee appears to be a danger to themselves or others, is unable to stand up on own, or is vomiting, volunteers will notify **Teresa Weimann** and s/he will notify IUPD.

If alcoholic beverages and/or drug paraphernalia is seen on site, volunteers and staff will notify IUPD.

All other safety or emergency related questions should be referred to **Teresa Weimann**.

Use your best judgement and err on the side of safety.



Bloomington Fire Department

PO Box 100
Bloomington IN 47402
812-332-9763

Mayor Kerry Thomson

Fire Chief Roger Kerr

Open Burn Permit

Permit Number
BFD-2025-0000072

Effective Date Range
08/23/2025 - 08/25/2025

Expiration Date
08/25/2025

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. It is the owner's responsibility to ensure that meteorological conditions are in accordance with applicable State and Local fire regulations prior to initiating the open burn.

Permit Contact

Teresa Weimann,
812-855-3327
tweimann@iu.edu

Permit Signatures

Inspector Permit Signature

A handwritten signature in black ink, appearing to read "Tim Clapp".

Clapp, Tim
Fire Marshal
812-349-3889
clappt@bloomington.in.gov



City of Bloomington

Fire Department

PO Box 100 Bloomington IN 47402

Office: 812-332-7733 Fax: 812-332-7734

Website: bloomingtonin.gov



Kerry Thomson
Mayor

Fire Prevention Area Application for Open Burning

Roger Kerr
Fire Chief

Location of Proposed Burn: Dunn Meadow

Date of Proposed Burn: August 23, 2025 and will end at 1am on August 24, 2025

Starting Time: 9:00 ☐ AM ☒ PM Ending Time: 1:00 ☒ AM ☐ PM

Owner of the Property: Indiana University

Person Requesting Permit: Teresa Weimann

Mailing Address: 900 East 7th Street

City: Bloomington State: Indiana Zip Code: 47403

Daytime Phone Number: 812-855-3327 Cell Phone Number: 770-827-7953

Email Address: tweimann@iu.edu

NOTE: If a application is not filed out by property owner a authorization from owner is required

Signature: _____ Date: 7/14/2025

Office Use Only Below this Point

Fire District: Station 3 Shift: Black
Captain: Elkins B.C. McNight

Application Status: ☐ Approved ☒ Denied ☐

Authority: _____ Date: 7/16/2025

This application is only valid if properly authorized. Open burning is only permitted during the time/date specified on this permit. The applicant agrees to conform to all requirements of the Indiana Fire Prevention Code as adopted by the City of Bloomington and to City Ordinal Code Title 18.



Board of Public Works Staff Report

Project/Event: Hoosiers Outrun Cancer

Petitioner/Representative: Chet Klene, Fun Races

Staff Representative: Cassie Werne, Special Projects & Operations Manager

Date of Event: Saturday, October 4, 2025

Date of Board Meeting: Tuesday, July 29, 2025

Report: Chet Klene is requesting a rolling closure of the following rights of way on Saturday, October 4, 2025 from 6am to 1pm for a 5k run/walk with proceeds benefitting Cancer Support Community:

- 17th
- Fess
- 11th
- Fee
- Law
- Eagleson

This is a rolling closure and has been approved by Indiana University Office of Student Life and IUPD. IUPD will oversee traffic control and all traffic barricades, signage will be provided by event organizer.

The following plans and Certificate of Liability 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-
058**

Hoosiers Outrun Cancer

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

WHEREAS, Chet Klene (“Organizer”), with Hoosiers Outrun Cancer, would like to close the public Right of Way as indicated on their Special Event Application from 6:00 a.m. until 1:00 p.m. on October 4, 2025 in order to hold a special event: Hoosiers Outrun Cancer; and

WHEREAS, the City desires to reserve this space to support this community function.

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

1. The 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 Organizer and other event organizers may close the following streets: 17th Street from Dunn St. to Eagleson Ave; Fess Street from 17th to 11th Street; 11th Street from Fee Ln. to Fess; Fee Ln. from Law to 11th St.; Law from Eagleson Ave to Fee Ln.; and Eagleson Ave. from 17th to Law., as more particularly indicated on the attached application marked as Exhibit A, incorporated into this Resolution by reference. The timeline for these closures will be from 6:00 a.m. until 1:00 p.m. on October 4, 2025.
3. Organizer and other event organizers 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.
1. Organizer and event organizers shall obtain, and place at their own expense, any security measures which are deemed prudent and necessary by the Indiana University Police Department which may include, but are not limited to: anti-vehicle barriers for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Indiana University Police Department is responsible for traffic control.
4. Organizer and the other event organizers 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 1:00 p.m. on October 4, 2025.

5. Organizer and the other event organizers 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 October 4, 2025.
6. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during those hours of 10:00 a.m. and 12:15 p.m. on October 4, 2025.
7. Organizer and other event organizers shall be responsible for obtaining any and all required permits, including alcohol permits, as well as being responsible for all legal and financial expenditures.
8. Organizer 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 Organizer agrees to submit to the City at least thirty (30) days prior to October 4, 2025.
9. Mobile food vendors and pushcarts, as defined by Bloomington Municipal Code Chapter 4.28 and 4.30, will be located inside of the Special Event area. As such, 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.
10. Organizer, Hoosiers Outrun Cancer, and their officers, directors, agents, employees, members, successors and assigns, do hereby indemnify and hold harmless the City, its Boards, officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not

limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

11. Chet Klene, organizer for the Hoosiers Outrun Cancer event, presents that they are fully empowered by proper action of their entities or organizations, to bind their entities or organizations to the terms and conditions set forth in this Resolution and does so bind their entities or organizations by their signature set forth below.

ADOPTED THIS _____ DAY OF July, 2025.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-058 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Chet Klene, Organizer

Date: _____



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

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

City Permit #: SE2025-0020
Application Date: 6/10/2025

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

Chet Klene
5275 Hickory Grove Rd
Martinsville IN 46151

Event Organizer

Stephanie Shelton

Overview

Event Description

Hoosiers Outrun Cancer 5K Run/Walk

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

Neighborhood Block Party

Public Art Installation

Run/Walk/Parade

Checked

Other

Setup - Date and Time

10/4/2025 6:00am

Start - Date and Time

10/4/2025 10:40am

End - Date and Time

10/4/2025 12:15pm

Teardown - Date and Time

10/4/2025 1:00pm

Expected Number of Participants

4000

Event Classification

Non-Profit

Financial

Will you be charging admission?

Yes

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

\$35-\$52. 100% of proceeds go to Cancer Support Community

Will you be collecting donations?

Yes

If yes, who will donations benefit?

Cancer Support Community

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 5K begins at Simon Skjodt Assembly Hall and runs near IU Campus. This will be a rolling closure staffed by IUPD.

Street	To Street	From Street	Closing /Opening	Date
17th	Eagleson	Dunn	Closing	10/4/2025 10 AM
Fess	11th	17th	Closing	10/4/2025 10 AM
11th	Fee	Fess	Closing	10/4/2025 10 AM
Fee	Law	11th	Closing	10/4/2025 10 AM
Law	Eagleson	Fee	Closing	10/4/2025 10 AM
Eagleson	175h	Law	Closing	10/4/2025 10 AM

Is this event on Indiana University campus?

Yes

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

Yes

Emergency

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

John Summerlot
jopsumme@iu.edu
812-219-5903

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

Medical Emergencies

IU EMS on site

Severe Weather

Event delayed or canceled for lightning or tornado. Participants directed to shelter in vehicles or Simon Skjodt Assembly Hall

Fire/Evacuation

Participants directed to their vehicles

Lost or Missing Persons

Lost/missing persons taken to the Command center near the Start/Finish Area. Announcements made by the event emcee. Emails/Texts sent to participants affiliated with the lost/missing person.

Other

Have you arranged for security at your event?

Yes

If yes, who will be providing security?

IUPD

Waste

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

Chet Klene
317-696-0196

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.? Banana peels and water bottles are the primary trash.

What is your plan to collect and dispose of trash and recycling? K&S Roll Off is providing a dumpster. We have trash containers throughout the Start/Finish area as well as at the water stops

What vendor will provide waste bins and collection service? K&S Roll Off is providing a dumpster.

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.? Markey's provides the music system.

What will be the power source for equipment? Generator in Assembly Hall Parking Lot

Describe any other electrical needs:

Have you notified businesses/residents impacted by your event? No

Which businesses/residents have been notified? Notifications will be made in September

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

A - N = Volunteers
Blue Star = Police
Haugh Complex

Armstrong Stadium

St. Paul Catholic Center

1 mile

E 17th St

N Indiana Ave

N Woodlawn Ave

N Forrest Ave

E 13th St

Kelley School of Business

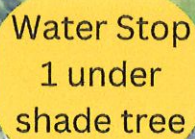
Student Recreational Sports Center (SRSC)

Foster Hall

David Baker Ave

N Union St

45



N Eagleson & Lingelbach

Hello!

Hoosiers Outrun Cancer, a 5K benefitting Cancer Support Community is coming your way.

On Saturday October 4, the 5K run/walk begins and finishes at Simon Skjodt Assembly Hall. The route passes by your home or business. IUPD and volunteers are along the route for the participants' safety.

The 5K begins at 10:40am. The last walker should be back at Assembly Hall by noon.

We do not anticipate much disruption to traffic, but please be prepared to have runners and walkers along the route between 10:40 and 12:00pm on Saturday October 4. For more information, go to <https://hoosiersoutruncancer.org/>

RE: Notice of Public Meeting

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 Hoosiers Outrun Cancer. If you would like to comment on this event you can attend an upcoming Board of Public Works meeting. The schedule can be found at <https://bloomington.in.gov/boards/public-works>. To learn which meeting this specific event will be heard, please contact the Public Works Department at 812-349-3411 or email public.works@bloomington.in.gov.

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 can also be found at <https://bloomington.in.gov/boards/public-works> or you can 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. If you would rather voice your opinion by phone you may call 812-349-3411 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

City of Bloomington

PARADE PERMIT APPLICATION

The purpose of this application is to promote and protect the safety of both the general public and parade participants.

Organization name and mailing address: Fun-Races

5275 Hickory Grove Rd, Martinsville IN 46151

Contact person and phone number: Chet Klene 317-696-0196

Information regarding proposed parade:

Date: Saturday 10/4/2025

Time of commencement: 10:40am

Expected duration: 1 Hr, 15 Min

Proposed route of Parade - commencement point, route, ending point:

Start/Finish at Simon Skjodt Assembly Hall

Route included

Expected number of participants: 4,000

Please describe general make-up of the parade, including such information as Vehicles used, floats, bands, animals, etc.

Hoosiers Outrun Cancer 5K Run/Walk

Bicycle lead and "Clean Up" Truck back of the pack

Traffic control shall be supplied by IUPD

At the following points on the parade route: See Blue Stars on map

The organization requesting the permit is responsible for traffic control.

Law Enforcement Agency providing traffic control:

IUPD - Captain Will Keaton, 812-856-9863

Confirmation received from Law Enforcement agency providing parade route traffic control: June 18, 2025 (date).

Signature of Person requesting Permit

Permit Granted X

Permit Denied _____

[Signature]
Chief of Police, Bloomington, Indiana

7/11/25
Date

Action taken by Police Department:

The permit is granted X, with the following conditions:

No additional conditions, IUPD conducting traffic control.

The permit is denied _____

For the following reasons:



Board of Public Works Staff Report

Project/Event: Service Agreement for Landscaping Services

Petitioner/Representative: Public Works Facilities Division

Staff Representative: J. D. Boruff, Operations and Facilities Director

Meeting Date: 7/15/25

This Service Agreement is for landscape maintenance at Public Works Owned facilities. Quotes were solicited from three Contractors. Thrasher Landscaping, Inc. was the lowest responsive quote.

Staff recommends awarding this service agreement to Thrasher Landscaping, Inc. for an amount not to exceed \$10,000.00. This agreement will run through 2026 with two optional one year renewals.

Respectfully submitted,

J. D. Boruff
Operations and Facilities Director
Public Works Department



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham
FROM: J. D. Boruff
DATE: 7/15/25
RE: Service Agreement for Landscaping Services

Contract Recipient/Vendor Name:	Thrasher Landscaping, Inc.
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	J. D. Boruff
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2037
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-574
Due Date For Signature:	7/15/25
Expiration Date of Contract:	12/31/26
Renewal Date for Contract:	1/1/27
Total Dollar Amount of Contract:	Not to Exceed \$10,000.00
Funding Source:	1101-01-010000-53610 (Animal Care and Control) 1101-14-140000-53610 (BPD HQ and Firing Range) 2240-14-145000-53610 (Dispatch Center) 1101-19-190000-53610 (City Hall) 1101-08-080000-53610 (Fire Dept.) 7702-17-170000-53610 (Fleet Maintenance) 2520-26-260000-53610 (Parking Facilities) 6604-16-160000-53610 (Sanitation) 2201-20-200000-53610 (Street Division)
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
EEO Statement (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes

Summary of Contract: This Service Agreement is for landscaping services at Public Works owned facilities. Quotes were solicited from three contractors. Thrasher Landscaping, Inc. was the lowest responsive quote.

City of Bloomington Contract and Purchase Justification Form

Vendor: Thrasher Landscaping, Inc.

Contract Amount: \$10,000.00

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)

☒

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☐

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals: 1

Yes

No

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

☒☐

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☐☒

Was scoring grid used?

☒☐

Were vendor presentations requested?

☐☒

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

Quotes were solicited from three Contractors. Thrasher Landscaping, Inc. provided the lowest responsive quote.

J.D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN THE
CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT AND
THRASHER LANDSCAPING, INC. FOR ON CALL SERVICES**

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington and its Public Works Department, by its Board of Public Works (the “City”), and Thrasher Landscaping, Inc. (the “Contractor”) (collectively the “Parties”).

1. **Scope of Services.** Contractor shall provide the Services for the City as outlined in **Exhibit “A”**. Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. Contractor shall not commence any work until City communicates a work order to Contractor and both have agreed on costs. Specific scopes of work shall be quoted and agreed upon in writing prior to the start of any work.
2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2026.
 - c. **Renewal.** This Agreement may be renewed for two (2) additional one year terms so long as none of the terms and conditions herein are modified in any way. Any renewal must be agreed upon between the parties and memorialized in a renewal agreement.
 - d. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** The City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Ten Thousand Dollars (\$10,000.00). Upon completion of any Services herein, Contractor shall submit an invoice to the City. The invoice shall be sent to: pw.facilities@bloomington.in.gov. Invoices must be sent via email or to any electronic system adopted by the City, if the City adopts such a system. Invoices must be sent within ninety (90) days of completion of work. Invoices not sent within ninety (90) days will not be

paid. Invoices received after November 30th will be paid in the first quarter of the following year. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit "A"**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
5. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
6. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.
7. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless the City, its officers, members, employees and agents from any and all claims, actions, causes of action, demands, damages, losses, liabilities, judgments and liens arising out any intentional, reckless or negligent act or omission of the Contractor and/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, or arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its officers, agents, officials, employees or subcontractors, regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim

or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

8. **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.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
 - b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
 - c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
 - d. Umbrella/Excess Liability with a required limit of \$1,000,000.

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

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

9. **Conflict of Interest.** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.
10. **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.
11. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall

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

12. **Assignment.** Neither the City nor the Contractor may assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
13. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
14. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.
15. **Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.
16. **Compliance with Laws.** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
17. **E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit "B"**. Contractor shall maintain on file all subcontractors' e-verify certifications throughout the term of this Agreement.

18. Non-Collusion. Contractor certifies 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.

19. Notices. Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

TO CITY:

TO CONTRACTOR:

City of Bloomington	Thrasher Landscaping, Inc.
Attn: J.D. Boruff, Project Manager	Attn: Bobby Thrasher
401 N. Morton St. suite 120	2670 W. Popcorn Rd.
Bloomington, IN. 47404	Springville, IN. 47462

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

20. Integration and Modification. This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

- a. This Agreement
- b. All Exhibits.
- c. 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.

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

21. Living Wage Ordinance. Contractor is considered a “covered employer” and is obligated to pay at least a living wage to its covered employees in accordance with City Ordinance 2.28, as that ordinance is written and amended from time to time. Contractor executed the Living Wage Ordinance Affidavit which is attached as **Exhibit “C”**. Contractor shall post the Living Wage Poster provided to Contractor by the City Legal Department in prominent areas of Contractor’s facilities frequented by their covered employees.

22. Intent and Authority to Bind. This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, their successors and assigns, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.

[Signatures are on the following page.]

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

CITY OF BLOOMINGTON
BY:

Thrasher Landscaping, Inc.
BY:

Kyla Cox-Deckard, Chair DATED
Board of Public Works

(Name Signed) DATED

Adam Wason, Director DATED
Department of Public Works

(Name Printed) DATED

Kerry Thomson, Mayor DATED
City of Bloomington

(Title)

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

Contractor shall perform services of the following types: Landscaping, hardscaping, weed control, vegetation removal. These services will be performed at City of Bloomington, Public Works Department facilities (“Services”) for the set prices of:

Seventy Dollars (\$70.00) per hour for all personnel during all hours and days.

There shall be an equipment charge of One Hundred Dollars (\$100.00) per machine hour for the use of a Skid Steer and Mini Skid Steer.

Weed Killer shall have a charge of Five Dollars (\$5.00) per gallon.

There shall not be any Fuel/Gas Surcharge, Trip Charge, or other equipment Charges.

Materials Markup shall not exceed 25%.

EXHIBIT “B”
AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the _____ of the Contractor.
(job title)
2. The Contractor has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

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

Signature

Printed name

EXHIBIT "C"

AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE

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

1. The undersigned is the _____ of the Contractor .
(job title)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the "Living Wage Ordinance."
4. The projected employment needs under the award include the following: _____

5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance:

6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage, which is set forth at <https://bloomington.in.gov/business/living-wage>.

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

Signature

Printed name



Board of Public Works Staff Report

Project/Event: W 2nd St Modernization Project
Staff Representative: Kyle Baugh
Petitioner/Representative: Jay Ramey - Senior Project Coordinator - CBU
Date: July 29th, 2025

Report: City of Bloomington Utilities is requesting two phases of road closures for utility upgrades on W 2nd St:

Phase 1: Begins 8/3/2025 at 8:00 pm, lasting until 8/4/2025 - 6:00 am - CBU Crews will close the entire intersection at S College Ave. and reopen the intersection on 8/4/2025 by 6:00 am.

Phase 2: Begins 8/4/2025 - 6:00 am, lasting until 8/15/2025 - CBU crews will close W 2nd St. from the B-Line to S College Ave. to upgrade the sewer line in that area. During this time Kroger's and Wendy's will only be accessible from either S Morton Dr. or S College Ave. CBU expects the road to be paved and re-opened by 8/15/2025

City of Bloomington Utilities has supplied maintenance of traffic plans for all work. They have also been coordinating with affected property owners about the scope of their work.

Notification checklist:

Notified ?	Stakeholder name/Contact Info	Notes:
Yes	Emergency services	Notice provided via inRoads system
Yes	Bloomington Transit:	
Yes	Indiana university:	n/a

	• Susie Johnson, Associate Vice President for Facility Operations - saj3@iu.edu • Matthew Jeffries, Director of Construction and Operations - mdjeffri@iu.edu • Jason Banach, University Director of Real Estate - jbanach@iu.edu	
N/A	MCCSC: Scott Waddell, Director of Transportation - dwaddell@mccsc.edu	
Yes	Affected property owners	Coordination is ongoing

Site map:





CITY OF BLOOMINGTON UTILITIES
Engineering Department

City of Bloomington
Board of Public Works
Attn: Members

July 24, 2025

Re: Project Name: 2nd St Modernization Project
Project Location: Intersection of 2nd and College to East edge of Morton St.

Dear Board Members:

City of Bloomington Utilities (CBU) is improving our services to our customers near the area of S College Ave. and W 2nd St. CBU will be requesting closing sections of W 2nd St. for work on a sewer main beginning on 8/3/2025. The work will be performed in two phases to lessen the impact on residences and businesses in the area.

Phase 1:

Begins 8/3/2025 - 8:00 pm, lasting until 8/4/2025 - 6:00 am - CBU Crews will close the entire intersection at S College Ave. and W 2nd St. to perform sewer pipe upgrades before reopening the intersection on 8/4/2025 at 6:00 am.

Phase 2:

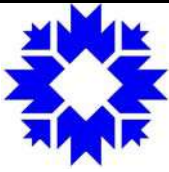
Begins 8/4/2025 - 6:00 am, lasting until 8/15/2025 - CBU crews will close W 2nd St. from the B-Line to S College Ave. to upgrade the sewer line in that area. During this time Kroger's and Wendy's will only be accessible from either S Morton Dr. or S College Ave. CBU expects the road to be paved and re-opened by 8/15/2025

Please feel free to call should you have any questions.

Sincerely,

Jay Ramey
Senior Project Coordinator
City of Bloomington Utilities
P 812.349.3625

File – Document Imaging – Correspondence File –
Project Inspector – M. Runyun – Engineering Technician – Matt Wilson, CBU, J. Ramey CBU SPC
Contractor: CBU T&D
Email: P. Peden, J. Fleig, James Hall, Kyle Baugh, P&T



City of Bloomington
Planning and Transportation Department
www.bloomington.in.gov

401 N Morton Street, Suite 130
P.O. Box 100
Bloomington, IN 47402
Phone: (812) 349-3423
Fax: (812) 349-3520
Email: planning@bloomington.in.gov

CITY RIGHT-OF-WAY EXCAVATION PERMIT APPLICATION

<u>Address / location of project:</u> 2nd St from College to Morton		<u>Contractor:</u> CBU T&D	
<u>Project Name:</u> 2nd St Modernization Project-Sewer Upgrades		<u>Contact Person:</u> Jay Ramey	
<u>Cut Type:</u> Street (street, sidewalk, bore, alley, driveway, tree plot, multiple types, other)		<u>Phone:</u> 812.349.3625	
<u>Depth (ft):</u> 7.0 <u>Width (ft):</u> 3' <u>Length (ft):</u> 374'		Will the project result in the closure of any street, traffic lane, alley, parking lane, bike lane, or sidewalk? YES If Yes: Please include a Maintenance of Traffic Plan	
<u>Start Date:</u> 8/3/25 <u>Completion Date:</u> 8/15/25		<u>Name of Bonding Company:</u> N/A	
 Indiana Underground Plant Protection Service In Indiana, Call Two Working Days Before You Dig. It's The Law.		<u>Bond Number:</u> _____ <u>Expiration Date:</u> _____ <u>Bond Amount:</u> _____ A bond must be on file with the City of Bloomington Planning and Transportation Department prior to any excavation work within the Right-of-Way.	
<u>Site Plan</u> Please attach a site plan which identifies the following: (1) The specific location of all utilities already located in the right-of-way. (2) The specific location of all signs already located in the right-of-way. (3) The specific location of all structures already located in the right-of-way. (4) The distance from all streets, alleys, driveways, entrances, intersections, and/or road cuts wherein the excavation will be made and the specific location of the device or structure being installed as a result of the excavation. (5) The specific location of all proposed utilities. (6) Latitude and Longitude of the project location.		<u>Insurance Company Name:</u> _____ A certificate of liability insurance must be on file with the City of Bloomington Planning and Transportation Department prior to any excavation work within the Right-of-Way.	
<u>Certification:</u> The applicant hereby certifies and agrees as follows: (1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED, (INCLUDING THAT CONTAINED IN THE PLANS) IS CORRECT. (3) The plans that have been furnished to the City of Bloomington are the basis upon which the City of Bloomington is entitled to act in issuing or revoking any permit for right-of-way excavation. (4) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said permit issued based upon this misinformation. (5) I agree to comply with all City of Bloomington Ordinances, permit conditions and State statutes, which regulate excavation work in the right-of-way. (6) I will abide by all City of Bloomington inspections and conditions of approval. (7) I will have the approved permit and plans (or copies) on the job site at all times. (8) I agree to indemnify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit. (9) In the event of any closure, I agree that it shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, or sidewalk to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and INDOT Standards, and I agree to make all appropriate notifications to Emergency Services, and any organization designated by the City of Bloomington Planning and Transportation Department. (A notification list is available from the Planning and Transportation Department.) (10) This approval only covers concerns within the jurisdictions of the City of Bloomington Planning and Transportation Department, other entities or agencies may also need to grant approval for work done in the course of this project. (11) All utility work shall conform to specifications to be obtained from the owner of the affected utility, and work on said utility shall be performed only with expressed written permission of its owner. It shall be the responsibility of the permittee to obtain any necessary inspections or approvals from the owner of the utilities involved. (12) Erosion control measures complying with Bloomington Municipal Code 20.05.040 are required to be in place during the period of any earth disturbing activities, and remain in place until the site is stabilized. (13) All bonding must remain current until a written release of such bonding is given by a representative of the City of Bloomington Planning and Transportation Department. (14) Any work in a street shall conform to the City of Bloomington Street Cut Requirements. Copies of these requirements are available from the Planning and Transportation Department. All damaged Public Improvements must be repaired to prior or improved conditions. (15) Any brick or inlaid limestone sidewalks or brick-surfaced streets shall remain undisturbed, unless specific permission is given by a representative of the Planning and Transportation Department. If they are disturbed: The surface material shall be taken up, saved, and re-installed to City of Bloomington specifications. Backfill methods and materials must also meet these specifications. (16) Any damage to any underground facility or utility must be reported immediately to the City of Bloomington Planning and Transportation Department and the owner of the facility or utility (if known). If not, the permittee will be required to re-excavate the damaged facility or utility, at their expense, to demonstrate that repairs have been made to the satisfaction of the owner of the damaged facility or utility. (17) Any above ground appurtenances (line markers, switch boxes, meters, etc.), or structures, to be placed in the City Right-of-Way must be approved the City of Bloomington Planning and Transportation Department prior to installation. (18) All existing regulatory signs (STOP, YIELD, NO PARKING, etc.) that are owned by the City of Bloomington shall be removed and replaced only by the City of Bloomington Traffic Division. Any regulatory signs removed, or installed, by the permittee are subject to removal or replacement by the Traffic Division with Permittee being billed for time and materials. (19) Contractor is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five feet in depth. (20) Permittee is required to call the Planning and Transportation Department at 812-349-3423 for inspection of any work in the City of Bloomington Right-of-Way prior to placing any concrete, or at any point specified in the Special Provisions section of the permit. (21) Projects shall conform to all current Americans with Disabilities Act (ADA) requirements.			
This permit is not valid and work is not permitted until signed by the agent of the City Planning and Transportation Department.			
Signature of Agent/Contractor or Owner: Jay Ramey Digitally signed by Jay Ramey Date: 2019.12.17 08:52:10 -0500		Printed Name: Jay Ramey Phone # 812.349.3625	
OFFICE USE ONLY			
Reviewer	Permit Number	Permit Fee	
Comments:			

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
7/25/2025	Payroll				714,170.10
					<u>714,170.10</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 **\$ 714,170.10**

Dated this 29th day of July year of 2025.

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

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

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Resolution 2025-060 Public Need to Purchase Right of Way for the Grimes at Walnut Signal Replacement Project

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 07/29/2025

Report: This project will replace the existing traffic signal equipment and make intersection geometry improvements at the intersection of Grimes Lane and Walnut Street. This project will require the purchase of additional right of way from up to 3 parcels. If approved by the Board, this resolution will confirm that the Project serves a public purpose and will authorize the right of way acquisition.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
Design Services Contract	Separate Item	7/29/2025*
ROW Services Contract	Separate Item	7/29/2025
Public Need Resolution	Current Item	7/29/2025
Construction Inspection Contract	N/A	--
Construction Contract	Future	TBD

* Original PE Contract approved 12/3/2024.

RESOLUTION 2025-060
BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA
GRIMES AT WALNUT SIGNAL REPLACEMENT PROJECT
RIGHT OF WAY PURCHASE

WHEREAS, the City of Bloomington through its Board of Public Works (“City”) intends to do construction improvements, including: pavement replacement, traffic signal replacement, sidewalk improvements, and curb ramp replacements at the intersection of Grimes Lane and Walnut Street (the “Project”) in Bloomington, Indiana; and

WHEREAS, the City has determined that there is a need for the Project, and that it will serve a public purpose and be of public benefit; and

WHEREAS, it is necessary to acquire land and/or easements for construction of the Project from the property owners listed in Attachment A, incorporated herein by reference;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Project serves a public purpose and will benefit the citizens of Bloomington and Monroe County, Indiana.
2. The acquisition of the land and easements from the property owners listed on Attachment A is hereby authorized. In the event the City is unable to reach agreement with a property owner regarding the purchase of the land or easement within thirty (30) days after the issuance of a formal offer to purchase, as provided in Indiana Code 32-24-1 *et seq.*, the City is hereby authorized to commence eminent domain proceedings.

Approved this 29th day of July, 2025.

CITY OF BLOOMINGTON, INDIANA
BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

ATTACHMENT A

Parcel Number	Property Owner	Address
1	Mac's Convenience Stores LLC	1115 S Walnut St., Bloomington, IN 47401-5823
2	606 Building Company Llc	1203 S Walnut St., Bloomington, IN 47401-5825
3	Realco	1202 S Walnut St., Bloomington, IN 47404-3534



Board of Public Works Staff Report

Project/Event: Approve Amendment 1 to Preliminary Engineering Contract with Kimley-Horn & Associates Inc. for the Grimes at Walnut Signal Replacement Project

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 07/29/2025

Report: This project will replace the existing traffic signal equipment and make intersection geometry improvements at the intersection of Grimes Lane and Walnut Street. The City has an existing preliminary engineering contract with Kimley-Horn & Associates Inc. This amendment adds right of way acquisition services for up to three parcels. The new total contract amount increases by \$64,465 for a new total not-to-exceed amount of \$170,015.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
Design Services Contract	Current Item	7/29/2025*
ROW Services Contract	Current Item	7/29/2025
Public Need Resolution	Separate Item	7/29/2025
Construction Inspection Contract	N/A	--
Construction Contract	Future	TBD

* Original PE Contract approved 12/3/2024.



CONTRACT COVER MEMORANDUM

TO: Office of the Mayor
FROM: Engineering Department
DATE: 7/24/2025
RE: Amendment 1 to Preliminary Engineering Contract for Grimes at Walnut
Signal Replacement Project

Contract Recipient/Vendor Name:	Kimley-Horn & Associates Inc.
Department Head Initials of Approval:	Andrew Cibor
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Neil Kopper
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleks Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2037
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-604
Due Date For Signature:	7/29/2025
Expiration Date of Contract:	Estimated December 2026
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$170,015 (original contract \$105,550)
Funding Source:	1101-07-070000-54310 for \$64,465 (\$105,550 already encumbered)
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: This project will replace the existing traffic signal equipment and make intersection geometry improvements at the intersection of Grimes Lane and Walnut Street. The City has an existing preliminary engineering contract with Kimley-Horn & Associates Inc. This amendment adds right of way acquisition services for up to three parcels. The new total contract amount increases by \$64,465 for a new total not-to-exceed amount of \$170,015.

City of Bloomington Contract and Purchase Justification Form

Vendor: Kimley-Horn & Associates, Inc

Contract Amount: \$170,015.00

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

PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☐

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☒

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals: 24

Yes No

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☒☐

Was scoring grid used?

☒☐

Were vendor presentations requested?

☒☐

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

☐☒

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

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

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

Neil Kopper

Senior Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

**ADDENDUM #1 TO AGREEMENT FOR CONSULTING SERVICES
FOR THE GRIMES AT WALNUT SIGNAL REPLACEMENT PROJECT
KIMLEY-HORN & ASSOCIATES INC.**

This Addendum #1 supplements the Agreement for Consulting Services with Kimley-Horn & Associates Inc. (“Agreement”) for the Grimes at Walnut Signal Replacement Project which was entered into on December 3rd, 2024, as follows:

1. **See Article 1 Scope of Services and Exhibit A Scope of Work and Fee Estimate:** Exhibit A of the Agreement describes the tasks to be provided by Kimley-Horn & Associates Inc., during this Project. Exhibit A is hereby amended to include right of way engineering for up to three parcels, right of way acquisition services for up to three parcels, and additional project management coordination efforts as described in Attachment 1.
2. **See Article 4 Compensation and Exhibit 4 Compensation:** The City shall pay Kimley-Horn & Associates Inc., an amount not to exceed \$64,465.00 for the additional Engineering Services as described in Attachment 1. The not to exceed amount for the entire project shall be \$170,015.
3. In all other aspects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Addendum #1 to be executed on the day and year last written below.

OWNER

Kyla Cox Deckard
President, Board of Public Works

Elizabeth Karon
Vice President, Board of Public Works

James Roach
Secretary, Board of Public Works

Date: _____

Margie Rice
Corporation Counsel, Office of the Mayor

Date: _____

CONSULTANT

Signed by: _____
Maurice Wolfred
6A9D8E9236A8416...

Maurice Wolfred, P.E.
Authorized Signer

Date: 7/24/2025



July 22, 2025

Neil Kopper
Senior Project Engineer
City of Bloomington
401 N. Morton Street, Suite 130
Bloomington, IN 47404

RE: Kimley-Horn Supplement – Grimes & Walnut Signal Replacement
R/W Engineering and Acquisition Services

Dear Mr. Kopper,

Per ongoing coordination with City of Bloomington, we have prepared Supplement #1 which is an amendment to Project No. BC2024-085 executed on December 3, 2024, between the City of Bloomington and Kimley-Horn and Associates, Inc.

Supplement Description:

The general scope for Supplement #1 is to provide Right-of-Way Engineering and Acquisition services for the work associated with the intersection improvements. It is anticipated that up to three (3) parcels will require right-of-way (Northeast, Southeast, and Southwest Quadrants). A complete scope of services for Supplement #1 is included in Appendix A and Appendix B.

In addition to subconsultant services, Kimley-Horn has included up to 20 hours of Project Management coordination efforts with both the City and Subconsultant under Task 4.

Proposal Contents:

Please find the following enclosed with this proposal:

1. Contact Information

Kimley-Horn & Associates, Inc.
Alexandra Natoli, PE
(317) 683-0879
Alexandra.Natoli@kimley-horn.com

2. Scope of Services and Manhour Justification

The scope of services and manhour justification for Supplement #1 is attached in Appendix A and Appendix B.



3. Summary of Proposed Fees

See below for a summary of proposed fees for the Project. The total fee for Supplement #1 is \$64,465. The original contract amount for the project was \$105,550.00; and with the addition of Supplement #1 the new total is \$170,015.

TASK:	ORIGINAL FEE:	SUPPLEMENT #1 FEE:	TOTAL FEE:
Consultant: BRCJ			
Task 1: Topographic Survey (Lump Sum)	\$10,450.00	--	\$10,450.00
Consultant: Kimley-Horn and Associates			
Task 2: Design and Plan Development (Lump Sum)	\$53,500.00	--	\$53,500.00
Task 3: Utility Coordination (Hourly)	\$27,500.00	--	\$27,500.00
Task 4: Project Management (Lump Sum)	\$6,500.00	\$4,200.00	\$10,700.00
Task 5: Limited Construction Phase Services (Hourly)	\$7,600.00	--	\$7,600.00
Consultant: EGIS BLN			
Task 6: Right-of-Way Engineering (Per Unit)	--	\$16,000.00	\$16,000.00
Task 7: Right-of-Way Services (Per Unit)	--	\$44,265.00	\$44,265.00
	\$105,550	\$64,465	\$170,015

Proposal Appendix Contents:

Please find the following enclosed with this proposal.

Appendix A: Kimley-Horn Manhour Justification

Appendix A outlines the proposed Manhour Justification for Supplement #1 performed by Kimley-Horn

Appendix B: EGIS BLN Scope of Services

Appendix B outlines the proposed scope of services for Supplement #1 performed by Subconsultant

If you have any questions, please feel free to call (317) 683-0879 or email alexandra.natoli@kimley-horn.com

Sincerely,

DocuSigned by:

 D922A2E4A4924C2...
 Alexandra Natoli, PE
 Project Manager

Signed by:

 6A9D8E9236A8416...
 Maurice Wolfred, PE
 Authorized Signer

APPENDIX A

KIMLEY-HORN MANHOUR JUSTIFICATION

Kimley»»Horn

Expect More. Experience Better.

FEE JUSTIFICATION SUMMARY
Grimes at Walnut Signal Replacement
City of Bloomington

TASK	FIRM	CONTRACT TYPE	FEE TOTAL
TASK 4: PROJECT MANAGEMENT (SUPPLEMENT #1 FOR R/W)	KIMLEY-HORN	LUMP SUM	\$ 4,200
TOTAL PROJECT FEE:			\$ 4,200

Kimley»Horn

Expect More. Experience Better.

TASK 4: PROJECT MANAGEMENT (R/W)

FEE JUSTIFICATION SUMMARY
Grimes at Walnut Signal Replacement
City of Bloomington

LABOR COSTS

Task Description	Senior Project Manager	Project Manager	Project Engineer/ Planner	Graduate Engineer/ Planner II	Graduate Engineer/ Planner I	Senior Designer	Designer	Admin. Assistant	Subtotal Hours	Subtotal Cost
Right of Way Services Project Management										
Coordination with Subconsultant	2	9	4						15	\$ 3,080
Coordination with City		5							5	\$ 1,034
LABOR TOTALS									20	\$ 4,114

DIRECT EXPENSE COSTS

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

TOTAL COSTS FOR TASK 4: PROJECT MANAGEMENT (R/W)	\$ 4,200
--	----------

APPENDIX B

SUBCONSULTANT SCOPE AND FEE PROPOSAL



IMAGINE. CREATE. ACHIEVE.
a sustainable future

MONROE COUNTY, INDIANA

Grimes at Walnut Signal Replacement

FEE JUSTIFICATION

EGIS BLN USA, INC.
8320 Craig Street
Indianapolis, Indiana 46250
317-849-5832
(FAX) 317-841-4280

Revised July 14, 2025



SCOPE OF WORK

Grimes at Walnut Signal Replacement

RIGHT-OF-WAY ENGINEERING

Right-of-Way Engineering: It is anticipated that three (3) parcels will be affected by the construction. Egis will perform the following services for each parcel involved with right-of-way acquisition:

- Prepare title work
- Prepare parcel plats, legal descriptions and right-of-way plans
- Perform right-of-way staking services

RIGHT-OF-WAY SERVICES

Right-of-Way Services: It is anticipated that three (3) parcels will be affected by the construction. Egis will perform the following services for each parcel involved with right-of-way acquisition:

- Furnish personnel for right-of-way management, appraising, owner negotiations, and owner negotiations review as needed for the acquisition of right-of-way, easements or right-of-entry as required for the Project
- Prepare transfer documents and title updates
- Record all transfer documents (if required or requested)

FEE SUMMARY

Grimes at Walnut Signal Replacement

• Right-of-Way Engineering (Per Unit)	\$ 16,000.00
• Right-of-Way Services (Per Unit)	<u>\$ 44,265.00</u>
Total	\$ 60,265.00

**FEE JUSTIFICATION EXHIBIT
ESTIMATED FEE PER PARCEL
RIGHT-OF-WAY ENGINEERING**

OWNER: City of Bloomington
PROJECT: Walnut St. & Grimes Ln.
Signal Replacement
ROAD: Walnut & Grimes
COUNTY: Monroe
DES:

Task	Number of Parcels	Per Parcel Amount	Total
Title Work			
Title Search (20 year) Residential	0	\$455.00	\$0.00
Title Search (20 year) Commercial	3	\$480.00	\$1,440.00
Title Search (20 year) Agricultural	0	\$480.00	\$0.00
Title Search (20 year) Municipal	0	\$505.00	\$0.00
Title Search Temporary	0	\$230.00	\$0.00
Title Updates (if required later)	3	\$205.00	\$615.00
Copies	600	\$1.00	\$600.00
Legal Descriptions	3	\$1,250.00	\$3,750.00
Parcel Plats	3	\$950.00	\$2,850.00
R/W Staking	3	\$1,600.00	\$4,800.00
R/W Plans	3	\$630.00	\$1,890.00
LRS Update	0	\$160.00	\$0.00
Total			\$15,945.00
USE			\$16,000.00

FEE JUSTIFICATION EXHIBIT ESTIMATED FEE PER PARCEL RIGHT-OF-WAY SERVICES			
OWNER: Kimley-Horn			
PROJECT: Grimes @ Walnut Signal Replacement			
DESCRIPTION: Locally Funded - 3 Parcels			
Task	Number of Parcels	Per Parcel Amount	Total
Appraisals			
Short Form	2	\$3,235.00	\$6,470.00
Long Form Report Commercial w Damages	1	\$12,910.00	\$12,910.00
Review Appraisals	3		\$9,050.00
Appraisal Problem Analysis	3	\$295.00	\$885.00
R/W Management	3	\$1,405.00	\$4,215.00
Negotiations	3	\$2,320.00	\$6,960.00
Negotiations Review	3	\$385.00	\$1,155.00
Transfer Documents	3	\$180.00	\$540.00
Misc Fees - partial release fees, contractor quote fees, etc, if needed	1	\$1,000.00	\$1,000.00
Recording	3	\$180.00	\$540.00
Title Updates	3	\$180.00	\$540.00
Total fees			\$44,265.00

parcels	review fee	total
0	\$0.00	\$0.00
0	\$1,035.00	\$0.00
2	\$1,550.00	\$3,100.00
1	\$5,950.00	\$5,950.00
0	\$2,280.00	\$0.00
		\$9,050.00



Board of Public Works Staff Report

Project/Event:	Change Order #1, Longview Greenway Project
Petitioner/Representative:	Engineering Department
Staff Representative:	Jason Kerr
Date:	July 29 th , 2025

Report: This project is for the continuation of greenway along Longview between Pete Ellis to Morningside and then to Smith Rd. This includes a multi-use path between Pete Ellis and Kingston, bump outs, and speed cushions.

Change Order #1 – The eastern drive approach at 3200 Longview was installed by contractor. It was found to hold water after a rain event. To rectify this issue, a section of the approach will be removed and replaced with a curb and gutter. This curb and gutter will be angled to flow the water to a newly installed trench drain, minimizing water retention.

Initial Contract Price - \$ 549,433.45

Change Order #1 – \$ 3,686.28

New Contract Price – \$ 553,119.73

Note: Change order will add 3 days to the time limit on this project.



CONTRACT COVER MEMORANDUM

TO: Jessica McClellan, Controller
FROM: Engineering Department
DATE: July 29th, 2025
RE: Approve Change Order #1 for Longview Greenway Project

Contract Recipient/Vendor Name:	Crider and Crider
Department Head Initials of Approval:	Andrew Cibor
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Jason Kerr
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2038
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-609
Due Date For Signature:	7/29/2025
Expiration Date of Contract:	Estimated July of 2027
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	Original Contract \$ 549,433.45 CO #1 \$ 3,686.28 Final Contract \$ 553,119.73
Funding Source:	4402-07-070000-54310
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Contract Compliance Certification Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: This project is for the continuation of greenway along Longview between Pete Ellis to Morningside and then to Smith Rd. This includes a multi-use path between Pete Ellis and Kingston, bump outs, and speed cushions.

City of Bloomington Contract and Purchase Justification Form

Vendor: Crider and Crider

Contract Amount: \$553,119.73

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

PURCHASE INFORMATION

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

☐ Request for Quote (RFQ)	☐ Request for Proposal (RFP)	☐ Sole Source	☒ Not Applicable (NA)
☐ Invitation to Bid (ITB)	☐ Request for Qualifications (RFQu)	☐ Emergency Purchase	

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

	Yes	No	
# of Submittals: N/A			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	☒	☐	☒ Yes ☐ No This is a change order in compliance with the contract documents.
Met item or need requirements?	☒	☐	
Was an evaluation team used?	☐	☒	
Was scoring grid used?	☐	☒	
Were vendor presentations requested?	☐	☒	

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

Contract Price	\$ 549,433.45
Change Order #1 + \$	3,686.28
Final Contract	\$ 553,119.73

 Jason Kerr

Print/Type Name

 Project Manager

Print/Type Title

 Engineering

Department



City of Bloomington, Indiana

Change Order Details

Longview Neighborhood Greenway

Description	This project shall include, but is not limited to, the neighborhood greenway improvements along Longview Avenue from Peter Ellis Drive to Glenwood Avenue East, along Glenview Avenue East from Longview Avenue to Morningside Drive, and along Morningside Drive from Glenwood Avenue East to Smith Road. Work shall include, but is not limited to, the installation of asphalt speed cushions, curb bumpouts, incidental patching at front of curbs, and restoration of areas behind these installations with topsoil, sodding, and some trees. A 10' wide multiuse path shall be installed on Longview Avenue between Pete Ellis Drive and Kingston Drive, including removal of existing sidewalk, street width reduction on Longview Avenue, and curb ramp improvements. Improvements at the intersection of Longview Avenue and Glenwood Avenue West will include new curb ramps and a sidewalk extension north to meet existing sidewalk in Park Ridge Park. Contractor shall also install or modify permanent signs and pavement markings. Work includes incidental storm structure work, casting adjustments, maintenance of traffic, and other work as shown in the Plans.
Prime Contractor	Crider & Crider, Inc. 1900 Liberty Drive Bloomington, IN 47403
Change Order	1
Status	Pending
Date Created	07/08/2025
Type	Changed Conditions
Summary	WCD #1, Eastern Approach of 3200 Longview, NE Corner Reconstruct for Water Drainage into Trench Drain
Change Order Description	The eastern drive approach at 3200 Longview was installed by contractor. It was found to hold water after a rain event. To rectify this issue, a section of the approach will be removed and replaced with a curb and gutter. This curb and gutter will be angled to flow the water to a newly installed trench drain, minimizing water retention. This change order will add 3 calendar days to the project.
Awarded Project Amount	\$549,433.45
Authorized Project Amount	\$549,433.45
Change Order Amount	\$3,686.28

Revised Project Amount \$553,119.73

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0007	203-08607	LFT	\$33.750	941.000	\$31,758.75	27.000	\$911.25	968.000	\$32,670.00
LINEAR GRADING									
Reason: WCD #1									
0009	303-01180	TON	\$46.700	352.000	\$16,438.40	2.000	\$93.40	354.000	\$16,531.80
COMPACTED AGGREGATE NO 53									
Reason: WCD #1									
0022	605-06140	LFT	\$38.000	670.000	\$25,460.00	27.000	\$1,026.00	697.000	\$26,486.00
CURB AND GUTTER, CONCRETE									
Reason: WCD #1									
0026	621-06570	CYS	\$86.000	133.000	\$11,438.00	2.000	\$172.00	135.000	\$11,610.00
TOPSOIL									
Reason: WCD #1									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0027	621-09867	SYS	\$5.000	1,130.000	\$5,650.00	9.000	\$45.00	1,139.000	\$5,695.00
MULCHED SEEDING, CITY CUSTOM MIX									
Reason: WCD #1									
5 items			Totals	\$90,745.15		\$2,247.65		\$92,992.80	

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0050	201-52370	LS	1.000	\$1,438.630	\$1,438.63
CLEARING RIGHT OF WAY					
Reason: WCD #1					
1 item					Total: \$1,438.63

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Calendar Days	90.0 Days	90.0 Days	3.0 Days	93.0 Days
90 calendar days for construction to be completed. Construction to be completed on or before August 1st, 2025				
Reason: WCD #1				

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
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



Board of Public Works Staff Report

Project/Event: Approve Agreement with Smith Design Group, Inc. for Land Surveying Services for the West 2nd Street Modernization and Safety Improvement Project

Petitioner/Representative: Engineering Department

Staff Representative: Kendall Knoke, Project Engineer

Date: 07/29/2025

Report:

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. Utility relocations will happen throughout the rest of 2025 and continue into 2026. As part of the INDOT process, utility companies can request the Local Public Agency provide construction layout during the utility relocation stage to ensure utilities get relocated in the correct locations.

Construction staking for utility relocations will not be reimbursed by federal funds and must be paid entirely through local funds. Smith Design Group, Inc. was selected based on their qualifications, expertise in the local area, and availability to do the work. Compensation for these land surveying services is set at a not-to-exceed amount of \$7,500.00. Funding source: 4665-18-180000-54510.

- The work is expected to be completed between August 4, 2025 thru August 22, 2025.



CONTRACT COVER MEMORANDUM

TO: Jessica McClellan, Controller
FROM: Aleksandrina Pratt, Assistant City Attorney
DATE: July 29, 2025
RE: 2nd Street Utility Staking

Contract Recipient/Vendor Name:	Smith Design Group, Inc.
Department Head Initials of Approval:	AC
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Kendall Knoke
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2037
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-605
Due Date For Signature:	07/29/2025
Expiration Date of Contract:	07/31/2026
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$7,500.00
Funding Source:	4665-18-180000-54510
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Equal Employment Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A - Under \$10,000
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:

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. Utility relocations will happen throughout the rest of 2025 and continue into 2026. As part of the INDOT process, utility companies can request the Local Public Agency provide construction layout during the utility relocation stage to ensure utilities get relocated in the correct locations. Construction staking for utility relocations will not be reimbursed by federal funds and must be paid entirely through local funds. Smith Design Group, Inc. was selected based on their qualifications, expertise in the local area, and availability to do



the work. Compensation for these land surveying services is set at a not-to-exceed amount of \$7,500.00. Funding source: 4665-18-180000-54510.

City of Bloomington Contract and Purchase Justification Form

Vendor: Smith Design Group, Inc.

Contract Amount: \$7,500.00

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

PURCHASE INFORMATION

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

☐ Request for Quote (RFQ)	☒ Request for Proposal (RFP)	☐ Sole Source	☐ Not Applicable (NA)
☐ Invitation to Bid (ITB)	☐ Request for Qualifications (RFQu)	☐ Emergency Purchase	

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

	Yes	No	
# of Submittals: 2			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	☒	☐	Local land surveyors were contacted based on their qualifications to do the job. It is standard practice for work of this type that cost is not considered in selection. Typically the firm that is the most qualified and available the perform the work will provide the most cost effective services for the City.
Met item or need requirements?	☒	☐	
Was an evaluation team used?	☐	☒	
Was scoring grid used?	☐	☒	
Were vendor presentations requested?	☐	☒	

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

Smith Design Group, Inc. was selected based on their qualifications, expertise in the local area, and availability to do the work.

Kendall Knoke

Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

AGREEMENT FOR PROFESSIONAL SERVICES
between the
City of Bloomington
and
Smith Design Group, Inc.

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington, Indiana, and its Engineering Department (“Department”), by its Board of Public Works (“Board”) (collectively the “City”), and Smith Design Group, Inc. (“Contractor”) (collectively the “Parties”).

1. **Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the 31st day of July, 2026.
 - c. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Seven Thousand Five Hundred (\$7,500.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Attn: Engineering Department, City of Bloomington, 401 North Morton Street, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall

be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Retainage.** [This Section Intentionally Left Blank]
5. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
6. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City 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 City's Project Manager shall act on the City's behalf with respect to this Agreement.
7. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
8. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit "B"**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
9. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City reserves the right to reject any proposed sub-Contractors, and the Department reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
10. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.
11. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

12. Indemnification. Contractor shall indemnify and hold harmless the City, its officers, members, employees and agents from any and all claims, actions, causes of action, demands, damages, losses, liabilities, judgments and liens arising out any intentional, reckless or negligent act or omission of the Contractor and/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, or arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its officers, agents, officials, employees or subcontractors, regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

13. 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.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
- b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
- c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
- d. Umbrella/Excess Liability with a required limit of \$1,000,000.

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

Contractor shall provide a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days.

Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

14. **Conflict of Interest.** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.
15. **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.
16. **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.
17. **Assignment.** Neither the City nor the Contractor may assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
18. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
19. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.
20. **Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources

department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.

- 21. Compliance with Laws.** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
- 22. E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit "C"**. Contractor shall maintain on file all subcontractors' e-verify certifications throughout the term of this Agreement.
- 23. Non-Collusion.** Contractor affirms under penalties for perjury 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.
- 24. Notices.** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

TO CITY:

City of Bloomington	Smith Design Group, Inc.
Attn: Kendall Knoke, Project Engineer	Attn: Todd Borgman, Survey Manager
401 North Morton Street	1467 West Arlington Road
Bloomington, Indiana 47404	Bloomington, Indiana 47404

TO CONTRACTOR:

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

- 25. Integration and Modification.** This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:
- This Agreement
 - All Exhibits.
 - 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.

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

26. Living Wage Ordinance. [This Section Intentionally Left Blank]

27. Intent and Authority to Bind. This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, their successors and assigns, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.

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

[Signatures are on the following page.]

CITY OF BLOOMINGTON

BY:

Kyla Cox Deckard, Chair DATED
Board of Public Works

 _____
Andrew Cibor, Director DATED *7/25/25*
Engineering Department

Margie Rice, Corporation Counsel DATED
City of Bloomington

SMITH DESIGN GROUP, INC.

BY:

Katherine E Stein 7-25-25

(Name Signed) DATED



(Name Printed)

Vice President

(Title)

EXHIBIT "A"

SCOPE OF WORK

The Services shall include the following:

For the utility relocations required for the West 2nd Street Modernization and Safety Improvement Project, calculate and mark the described items below:

AT&T

The following shall be staked:

- Proposed traffic ped on NE corner of 2nd St/Walker St intersection
- Proposed sidewalk on NW corner of 2nd St/Walker St intersection
- Proposed sidewalk on NE corner of 2nd St/Walker St intersection (25' in each direction)
- ROW in NW corner of 2nd St/Walker St (25' in each direction)
- ROW at Euclid Ave (25' in each direction along Euclid Ave and 2nd St)
- Proposed curb and sidewalk at SE corner of 2nd St/Euclid Ave (25' in each direction)
- Proposed curb on NE corner of 2nd St/Maple Alley (25' in each direction)
- Proposed structures 313A and 313B at Maple Alley

CBU

- ROW, back of curb and sidewalk elevations & locations at:

- STA 1409+30 ± 25' (RT)
- STA 1412+20 ± 25' (LT)
- STA 1412+25 ± 25' (RT)
- STA 1413+00 to 1414+30 (RT)
- STA 1413+20 to 1414+50 (LT)
- STA 1415+00 to 1415+90 (RT)
- STA 1418+05 ± 25' (LT)
- STA 1419+60 to 1420+60 (RT)
- STA 1427+90 to 1428+30 (RT)
- STA 1431+25 to 1432+20 (RT)
- STA 1432+20 to 1434+90 (LT)
- STA 1434+85 to 1435+25 (RT)

- Elevations & locations of proposed structures Str. No. 299, 305A, 306A, 307A, 308, 310, 313, 313B, MH-5, 314, 315, 316, 335B, MH-345D, 347, 349, 349A, 358, 359

Centerpoint Gas

ROW staking

- Eastern side of Walker St, from 190' south of 2nd St centerline to 2nd St
- Southern side of 2nd St, from eastern side of Walker St to STA 1418+00
- Northern side of 2nd, from STA 1418+00 to 1424+50

Proposed drainage structure location and elevation staking

- Str No 298, Str No 299, Str No 300, Str No 301, Str No 302, Str No 303, Str No 305, Str No 305A, Str No 306A, Str No 307, Str No 308, Str No 309, Str No 321A, Str No 354, 355A, Str No 356, Str No 357, and associated pipe to ROW

All proposed traffic structures in the SE corner of Walker Str/2nd St

Comcast

- RW along the northern side of 2nd St, between STA 1407+00 and 1409+00, will need to be acquired and staked prior to Comcast beginning construction.
- Proposed Str. No. 297 and 298 will need to be staked with elevations.
- Proposed traffic manhole and ped poles in the NE corner of the Walker St/2nd St intersection will need to be staked.

Duke Distribution

INDOT ROW limits every 100 ft with station identification before relocation construction begins.

Duke Energy will need the ROW, proposed structures, and proposed sidewalk staked:

- Along the north side of 2nd St, between STA 1407+00 & 1420+00
- South side of 2nd St, between STA 1407+00 & 1428+00

Smithville

Staking of ROW and construction limits along:

- the eastern side of Walker St (from 75' north to 75' south of 2nd St centreline)
- the eastern side of Maple Alley (from 2nd St southern ROW to 75' south of 2nd St centreline)
- the north-western corner of the Rogers St/2nd St intersection (Sta 1427+25 to western Rogers St ROW, then 100' north of 2nd St centreline)

Proposed curb

- Along 2nd St, from STA 1427+00 to STA 1428+50

Staking the center and invert level of the following drainage structures:

- Str. No. 299
- Str. No. 298
- Str. No. 297
- Str. No. 313A
- Str. No. 313B
- Str. No. MH-5
- Str. No. 313
- Str. No. 332

Staking the center of the following proposed traffic structures:

- North-east corner of Walker St/2nd St intersection
 - Signal cantilever (Sta 1407+59.4, 46.6' LT)
- North-west corner of Rogers St/2nd St intersection
 - P Cabinet and Controller (Sta 1427+64.5, 25.9' LT)
 - Handhole (Sta 1427+79.5, 27.4' LT)
 - 10' Pedestal (Sta 1428+06.3, 27.3' LT)
 - Handhole (Sta 1428+22.7, 28.0' LT)
 - 10' Pedestal (Sta 1428+27.1, 26.9' LT)

Zayo

- Str No 357 and 356

- Proposed rip-rap extents at end of Pipe 356

Additional items may be marked as needed by utility relocation contractors.

EXHIBIT “B”

PROJECT SCHEDULE

Survey Calculations and Layout: Estimated August 4, 2025 thru August 22, 2025

EXHIBIT "C"

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the Vice President of the Contractor.
(job title)
2. The Contractor has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

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

Signature 

Katherine E Stein
Printed name

Smith Design Group
Hourly Rate Schedule – January 1, 2025

Office Administrative	\$85
Engineer I	\$125
Surveyor	\$140
Engineer II	\$150
Project Manager	\$150
Survey Manager	\$175
Design Manager	\$175
Principal	\$235
Survey Crew	
One person crew (Survey Chief)	\$140
Survey Assistant	\$67
Two-person crew (Survey Chief + Survey Assistant)	\$207

Direct Project Expenses

Expenses directly attributable to the project are invoiced at cost plus 25%. These include items such as permit fees, postage, overnight mailing, etc.

In-house reproduction and printing is invoiced in accordance with the following schedule.

Engineering Prints 24" x 36"

Prints Black/White \$8.00 ea



Todd M. Borgman, PS
Katherine E. Stein, PE
Donald J. Kocarek, LA
Stephen L. Smith, Founder

"Professional design and survey since 1979"

July 9, 2025

Kendall Knoke
Project Engineer
City of Bloomington
kendall.knoke@bloomington.in.gov
812.349.3467

Re: 2nd Street Layout 609 Temperance, Ellettsville, Indiana

Dear Kendall,

We are pleased to present this proposal for professional survey services.
The specific scope of services includes:

Calculate and mark the described items (attached hereto) provided to Smith Design Group.
Estimate: \$7,500

We appreciate this opportunity to provide professional survey services. Please sign and return one copy of this letter to serve as agreement and notice to proceed with the work.

Sincerely,

Todd M. Borgman, PS
Smith Design Group, Inc.

Accepted by: _____

Name: _____ Email: _____

Address: _____

Terms and Conditions. Invoices are sent monthly for services rendered to date or upon completion and are due within 60 days. Should collection efforts be required, the client shall be responsible for all collection costs including attorney fees.

AT&T

The following shall be staked:

- Proposed traffic ped on NE corner of 2nd St/Walker St intersection
- Proposed sidewalk on NW corner of 2nd St/Walker St intersection
- Proposed sidewalk on NE corner of 2nd St/Walker St intersection (25' in each direction)
- ROW in NW corner of 2nd St/Walker St (25' in each direction)
- ROW at Euclid Ave (25' in each direction along Euclid Ave and 2nd St)
- Proposed curb and sidewalk at SE corner of 2nd St/Euclid Ave (25' in each direction)
- Proposed curb on NE corner of 2nd St/Maple Alley (25' in each direction)
- Proposed structures 313A and 313B at Maple Alley

CBU

- ROW, back of curb and sidewalk elevations & locations at:

- STA 1409+30 ± 25' (RT)
- STA 1412+20 ± 25' (LT)
- STA 1412+25 ± 25' (RT)
- STA 1413+00 to 1414+30 (RT)
- STA 1413+20 to 1414+50 (LT)
- STA 1415+00 to 1415+90 (RT)
- STA 1418+05 ± 25' (LT)
- STA 1419+60 to 1420+60 (RT)
- STA 1427+90 to 1428+30 (RT)
- STA 1431+25 to 1432+20 (RT)
- STA 1432+20 to 1434+90 (LT)
- STA 1434+85 to 1435+25 (RT)

- Elevations & locations of proposed structures Str. No. 299, 305A, 306A, 307A, 308, 310, 313, 313B, MH-5, 314, 315, 316, 335B, MH-345D, 347, 349, 349A, 358, 359

Centerpoint Gas

ROW staking

- Eastern side of Walker St, from 190' south of 2nd St centerline to 2nd St
- Southern side of 2nd St, from eastern side of Walker St to STA 1418+00
- Northern side of 2nd, from STA 1418+00 to 1424+50

Proposed drainage structure location and elevation staking

- Str No 298, Str No 299, Str No 300, Str No 301, Str No 302, Str No 303, Str No 305, Str No 305A, Str No 306A, Str No 307, Str No 308, Str No 309, Str No 321A, Str No 354, 355A, Str No 356, Str No 357, and associated pipe to ROW

All proposed traffic structures in the SE corner of Walker Str/2nd St

Comcast

- RW along the northern side of 2nd St, between STA 1407+00 and 1409+00, will need to be acquired and staked prior to Comcast beginning construction.
- Proposed Str. No. 297 and 298 will need to be staked with elevations.
- Proposed traffic manhole and ped poles in the NE corner of the Walker St/2nd St intersection will need to be staked.

Duke Distribution

INDOT ROW limits every 100 ft with station identification before relocation construction begins. Duke Energy will need the ROW, proposed structures, and proposed sidewalk staked:

- Along the north side of 2nd St, between STA 1407+00 & 1420+00
- South side of 2nd St, between STA 1407+00 & 1428+00

Smithville

Staking of ROW and construction limits along:

- the eastern side of Walker St (from 75' north to 75' south of 2nd St centreline)
- the eastern side of Maple Alley (from 2nd St southern ROW to 75' south of 2nd St centreline)
- the north-western corner of the Rogers St/2nd St intersection (Sta 1427+25 to western Rogers St ROW, then 100' north of 2nd St centreline)

Proposed curb

- Along 2nd St, from STA 1427+00 to STA 1428+50

Staking the center and invert level of the following drainage structures:

- Str. No. 299
- Str. No. 298
- Str. No. 297
- Str. No. 313A
- Str. No. 313B
- Str. No. MH-5
- Str. No. 313
- Str. No. 332

Staking the center of the following proposed traffic structures:

- North-east corner of Walker St/2nd St intersection
 - Signal cantilever (Sta 1407+59.4, 46.6' LT)
- North-west corner of Rogers St/2nd St intersection
 - P Cabinet and Controller (Sta 1427+64.5, 25.9' LT)
 - Handhole (Sta 1427+79.5, 27.4' LT)
 - 10' Pedestal (Sta 1428+06.3, 27.3' LT)
 - Handhole (Sta 1428+22.7, 28.0' LT)
 - 10' Pedestal (Sta 1428+27.1, 26.9' LT)

Zayo

- Str No 357 and 356
- Proposed rip-rap extents at end of Pipe 356



Board of Public Works

Staff Report

Project/Event: Athletic Trainer Program

Petitioner/Representative: Max Litwin, Deputy Fire Chief

Staff Representative: Max Litwin, Deputy Fire Chief

Date: 7-18-2025

Report:

This contract is to re-initiate the athletic trainer program that served Bloomington Fire Department and Bloomington Police Department that was prematurely ended due to the dissolution of the local entity that previously held it. The program was an immense success at both preventing and treating injuries, as well fast tracking care post-injury. Both departments will benefit greatly from its presence and availability again, resulting in less staff downtime and fewer claims.

This contract is in the amount of \$72,000. This will be split between funding from BFD and BPD.

TO: Enedina Kassamanian, Assistant City Attorney
FROM: Max Litwin, Deputy Fire Chief and Myrick William, Captain
DATE: 7-11-2025
RE: Services Agreement for Physical Trainer

Contract Recipient/Vendor Name:	IU Health
Department Head Initials of Approval:	
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Max Litwin and Myrick Williams
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Enedina Kassamanian
Record Destruction Date: <i>(Legal to fill in)</i>	2048
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-560
Due Date For Signature:	ASAP
Expiration Date of Contract:	05/30/2028
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$72, 000 (Split between BPD/BFD) at \$36,000 each
Funding Source:	1101-08-080000-53130
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Work Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:

This contract is to provide Physical Therapist Services to assist in preventing injuries and treating injuries.



APPROVAL TO USE SPECIAL PURCHASING METHOD

Check the box for the purchasing method this request applies to

Auction Purchase ☐ Equipment Compatibility ☐ GSA Special Pricing ☐ No response to RFQ/ITB ☐
Licensing Agreement ☐ Governmental Discount ☐ Single/Sole Source ☒ Impair City Operations ☐

Email this Request Form to Jessica McClellan: jessica.mcclellan@bloomington.in.gov

- 1) Request Date 4-17-2025
- 2) Requestor Name Max Litwin
Department Fire
Telephone and E-mail (812) 345-0974, litwinm@bloomington.in.gov
- 3) Value of Proposed Contract or Purchase \$ 36,000
Recommended Vendor Indiana University Health Bloomington, Inc.
Budget Line 1101-08-080000-53130
- 4) Enter item description: Tactical Athletic Trainer Program

Detail Justification that Validates Special Purchasing Method. Please attach any supporting documents.

Bloomington Fire Department and Bloomington Police Department are in need of a Tactical Athletic Trainer Program to prevent and lower the frequency of employee injuries, manage existing injuries and expedite recovery times. This program needs to be conducted by an entity that is both local and has the capability to streamline corrective procedures if needed. The local aspect is required to accommodate staff that need to remain active and in service in their respective districts. The ability to streamline corrective care is essential to navigate potential timeline obstacles that could further exacerbate an injury, which has been experienced by injured employees in the past. Indiana University Health Bloomington (IUHB) via IU Health Sports Orthopedics and Sports Medicine Center (IUHOSMC) is the only entity in our area that can provide both of these needs. The total cost of \$72,000 is to be split 50%/50% between Police and Fire, resulting in \$32,000 budgetary impacts each.

Describe the product or service the vendor will provide and explain why this meets the special purchasing method checked above.

The Tactical Athletic Trainer Program provides benefits on a number of fronts. Preventative care is a key component to assist employees with activities that will lower the risk of injury in the first place. This care is conducted regularly among active employees. Secondly, the athletic trainer will provide care to existing injuries to help with recovery time. This can be applied to both long term minor injuries that have not removed a member from duty, as well as significant injuries that require extensive treatment and therapy. Lastly, the athletic trainer will have the ability to evaluate an injury for need of a corrective procedure and expedite the process so that the injury is not worsened while waiting and the employee can return to work sooner.

Detail the research performed to determine this purchase method is the best solution for the city.

Searching of local options has yielded that IUHOSMC is the only option that can provide the two needed components to the Tactical Athletic Trainer Program; ability to provide local preventative care and injury treatment, as well as ability to streamline corrective procedures when needed.

Describe why this vendor and solution was chosen.

In depth discussions have been held with IUHOSMC staff on multiple occasions to ensure they understand the needs of Police and Fire for this program. Staff was responsive to requests and able to accommodate the needs of the program, resulting in the presentation of a contract for consideration. Their extensive background in the field, available resources and connections to advanced corrective care makes them an excellent candidate to fulfill these needs.

Approved By:

Jessica
McClellan
Digitally signed by Jessica
McClellan
Date: 2025.04.17 16:59:52
-04'00'
Jessica McClellan
Controller

04-17-2025
Date


Digitally signed by litwinm
Date: 2025.04.17 15:58:16
-04'00'
Department Head

4-17-2025
Date

**Healthcare Services Agreement
Between the City of Bloomington
and IU Health Bloomington**

This HEALTHCARE SERVICES AGREEMENT (“**Agreement**”) is made as of June 1, 2025 (“**Effective Date**”) by and between the City of Bloomington (“**COB**”), for and on behalf of the Bloomington Fire Department (“**BFD**”) and the Bloomington Police Department (“**BPD**”), and Indiana University Health Bloomington, Inc. (“**IUHB**”). (IUHB and COB may be referred to individually as a “**Party**” and together as the “**Parties**”).

Recitals

- A. IUHB desires to provide healthcare services, including the provision of athletic trainers, for the tactical personnel at BFD and BPD.
- B. IUHB provides orthopedic and sports medicine services through its IU Health Orthopedics and Sports Medicine Center (“**IUHOSMC**”). IUHOSMC is qualified to provide the healthcare services desired by COB for the benefit of BFD and BPD and their tactical personnel.
- C. COB and IUHB now desire to enter into this Agreement to set forth the terms under which healthcare services will be provided by IUHOSMC to BFD and BPD and their tactical personnel.

In consideration of the mutual benefits to be derived by the Parties from the performance of this Agreement, the COB and IUHOSMC agree as follows:

Terms and Conditions.

- 1.0 Term. The term of this Agreement (“**Term**”) is a period of three (3) years commencing on June 1, 2025 and ending on May 30, 2028.
- 2.0 Law Governing and Venue for Disputes. This Agreement shall be governed by the laws of the State of Indiana. The parties voluntarily agree that any dispute or claim arising out of this Agreement shall be subject solely to the jurisdiction and venue of Monroe County Circuit Court located in Bloomington, Indiana.
- 3.0 Services Provided by IU Health Orthopedics and Sports Medicine Center. Throughout the Term of the Agreement, IUHOSMC shall make available to the COB a board eligible or certified Indiana licensed athletic trainer (“**Trainer**”) to provide to BFD and BPD the services as identified in this Section 3.0 of the Agreement. The intent of the Parties is for IUHOSMC to provide the equivalent of one (1) full-time Trainer (“**1.0 FTE**”). All services to be provided will be in accordance with standards and guidelines mutually established by IUHOSMC and BFD/BPD.
 - 3.1. All services provided by IUHOSMC shall be provided by duly qualified personnel in accordance with the terms of this Agreement and in a manner consistent with the standards of care established by members of the healthcare community in compliance with all applicable federal and state laws and regulations.

- 3.2. The athletic trainer services to be provided by the Trainer(s) as set forth in Section 3.0 shall include, but are not limited to, the following specific duties (“**Athletic Trainer Services**”):
- 3.2.1. Provision of basic first aid procedures.
 - 3.2.2. Initial assessment and treatment of injuries.
 - 3.2.3. Return to activity/duty recommendations (solely based on the professional opinion and judgment of the Trainer in the absence of a physician and, as necessary, in consultation with the supervising physician, using the tenets of evidence-based medicine). Medical release (return to work) for work-related injuries are issued only by the medical professional assigned to the case (originally authorized by the City of Bloomington).
 - 3.2.4. Referral to emergency care, additional medical services, or to a physician as appropriate. Upon discovery that an injury is work-related, the COB Risk Manager will be notified. Upon determining that the injury requires additional services, the Risk Manager will be notified. The Risk Manager will coordinate additional services with the third-party administrator of workers’ compensation.
 - 3.2.5. Direction of basic rehabilitation of injuries. Authorization is required for rehab of employees with work-related injuries under a medical professional's care.
 - 3.2.6. Supervision/mentorship of professional healthcare students working in conjunction with BFD and BPD administration and the team physician(s), when applicable.
 - 3.2.7. Make recommendations for athletic supply purchases related to the provision of healthcare services.
 - 3.2.8. Review of current protocols and development of new protocols for required aspects of an Athletic Trainers Services program that may include but are not limited to:
 - 3.2.8.1. Emergency procedures
 - 3.2.8.2. Dealing with environmental situations (inclement weather)
 - 3.2.8.3. Head injuries/neurocognitive testing or other recognized tests for evaluation of concussion as they become available
 - 3.2.9. Provision of appropriate healthcare education standards.
- 3.3. The Manager of Rehabilitation and Sports Medicine Services in conjunction with the BFD and BPD Chiefs shall be responsible for coordination of Athletic Trainer Services.
- 3.4. In the event the COB requests additional athletic trainer coverage, in excess of the 1.0 FTE to be provided pursuant to section 3.0, IUHOSMC shall use its best efforts to provide the additional coverage; provided, however, IUHOSMC does not guarantee such additional coverage can be provided. If IUHOSMC does provide the additional coverage as requested by BFD and BPD, IUHOSMC will invoice the COB the IUHOSMC a rate of \$50.00 per hour.
- 3.5. The Parties acknowledge and agree that to assure appropriate communication and continuity of care, all non work-related injuries requiring physician attention will be referred by the Trainer(s) to the IUHOSMC Team Physician (defined below) or another IUHOSMC physician unless an alternate physician is requested by the tactical BFD or BPD personnel. If treatment is provided by an alternative physician, COB and BFD and BPD shall use their best efforts to assure all information regarding treatment of the tactical BFD or BPD personnel is provided to the Team Physician and the Trainer(s). The Trainers will immediately notify the Risk Manager of work-related injuries requiring physician attention; the employee will either be referred to IU OCC Health for further evaluation.

4.0 COB Duties. Throughout the Term, COB shall be responsible for the following:

- 4.1. BFD and BPD shall immediately notify the Manager of Rehabilitation and Sports Medicine Services of any issues that arise regarding healthcare services.
- 4.2. Facilities, Supplies, and Equipment:
 - 4.2.1. BFD and BPD shall provide appropriate facilities for Athletic Trainers to utilize for the provision of Athletic Trainer Services and any related services.
 - 4.2.2. BFD and BPD shall purchase and properly maintain equipment deemed necessary for the provision of athletic training and other healthcare services.
 - 4.2.3. BFD and BPD shall keep current its equipment inventory and maintain it proper and safe condition its service areas.
 - 4.2.4. BFD and BPD shall purchase supplies for the provision of Athletic Trainer Services and any related services.
 - 4.2.5. Providing reliable WIFI services.
- 5.0 Supervising Physician. IUHOSMC shall designate a physician mutually agreed to by the Parties as supervising physician for BFD and BPD (“**Supervising Physician**”). The Supervising Physician or, as applicable, other IUHOSMC physicians shall be responsible for the following (“**Physician Services**,” and collectively with the Athletic Trainer Services shall be referred to as the “**Services**”):
 - 5.1. Oversight of the Athletic Trainer Services performed by IUHOSMC as set forth in this Agreement.
 - 5.2. Oversight of concussion related neurocognitive testing as appropriate for BFD and BPD tactical personnel.
 - 5.3. Providing concussion and other healthcare education to BFD and BPD tactical personnel.
 - 5.4. Facilitate referrals for other outside services that may include but are not limited to medical/surgical consultations/services, physical therapy, occupational therapy, and speech therapy.
 - 5.5. The COB Risk Manager will be promptly notified of work-related injuries requiring additional treatment.
- 6.0 Confidentiality and Compliance. Neither Party (“**Receiving Party**”) will disclose or use any proprietary or confidential information or materials of the other Party (“**Disclosing Party**”), including, but not limited to, information about the Disclosing Party’s customers, patients, practices, procedures, strategies, organization, financial and other related information (“**Confidential Information**”), except as may be required to carry out the Receiving Party’s duties and responsibilities under this Agreement, or as may be required by law. Each Party will use at least the same standard of care to maintain the confidentiality of the other Party’s Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. All information provided by the Disclosing Party to the Receiving Party will remain proprietary to the Disclosing Party. COB and IUHB further agree to comply with Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), as amended, regarding the transfer, use, and disclosure of protected health information and electronic protected health information. In the event the Parties determine that one serves as a Business Associate to the other, the Parties shall swiftly execute a Business Associate Agreement as required under HIPAA.
- 7.0 Use of Recognized Logos, trademarks and copyrighted images. COB and IUHB shall refrain from using or displaying the other Party’s names, symbols, logos, trademarks, or copyrighted images, currently existing or subsequently established without expressed prior written consent of the other Party.
- 8.0 Records and Storage. BFD and BPD shall provide office supplies, clerical assistance, reproduction of forms related to tactical personnel care and a secure space for storage and maintenance of equipment

and supplies brought on site by Trainer(s). BFD and BPD shall provide access to tactical personnel records to Supervising Physician and Athletic Trainers as necessary to perform their duties and as related to BFD and BPD tactical personnel health and safety.

9.0 Compensation. Compensation to IUHB for the Services to be provided pursuant to this Agreement shall be as follows:

- 9.1. COB shall pay for the provision of Athletic Trainer Services. Rate will be \$72,000 dollars per year for one full time equivalent (FTE) athletic trainer with a 3% annual increase to account for cost-of-living adjustments.
- 9.2. During the Term, IUHB, its affiliates, and sub-contractors shall be the **exclusive** onsite provider for the Athletic Trainer Services described herein.
- 9.3. Will send invoice for service fees incurred (frequency to be determined, e.g., monthly, quarterly, annually, etc.). Payment will be due within 30 days of invoice receipt.

10.0 Insurance. COB shall, at its sole cost and expense, maintain in full force and effect, during the Term, comprehensive general liability insurance to do business in the State of Indiana, with minimum limits of \$1,000,000 per occurrence, \$3,000,000 annual in the aggregate. Said insurance shall be maintained in effect and provide coverage at all times while IUHB is providing Services for the benefit of BFD and BPD, as well as during travel to and from the site where the Services are to be rendered.

11.0 Indemnification. COB agrees to indemnify and hold harmless IUHB and all of its affiliates, directors, officers, agents and employees, from and against any and all losses, costs, claims, suits, damages, liabilities, and expenses of any nature or kind whatsoever (including, without limitation, costs of investigation and reasonable attorney's fees) arising out of, attributable to, or resulting from, directly or indirectly, any negligent or intentional action or failure to act under this Agreement by COB, its employees or agents. IUHB agrees to indemnify and hold harmless COB and all of its affiliates, directors, officers, agents and employees, from and against any and all losses, costs, claims, suits, damages, liabilities, and expenses of any nature or kind whatsoever (including, without limitation, costs of investigation and reasonable attorney's fees) arising out of, attributable to, or resulting from, directly or indirectly, any negligent or intentional action or failure to act under this Agreement by IUHB, its employees or agents.

12.0 Attorney Fees. In the event arbitration, a lawsuit or other legal action is brought by either Party under this Agreement or in any appeal therefrom, the prevailing party shall be entitled to recover from the other Party or Parties the reasonable attorney fees and related costs incurred in the enforcement of this Agreement. The amount of fees and costs to be recovered shall be as determined by the arbitrator, trial court, and or appellate court, as shall the determination of the "prevailing party."

13.0 Termination.

13.1. Termination Without Cause. Either Party may terminate this Agreement at any time without cause or penalty by giving the other Party at least ninety (90) days' prior written notice of such termination.

13.2. Termination for Material Breach. Either Party may terminate this Agreement by providing written notice to the other Party upon a material breach of any term or provision of this Agreement where the breaching Party does not cure or correct the breach within thirty (30) days after the non-breaching Party gives written notice of such breach.

14.0 Notice. Any notice required under this Agreement shall be given in writing, and hand delivered or sent via registered or certified mail, postage pre-paid, return receipt requested, or by a nationally recognized overnight courier service, to the address provided below.

IU Health Bloomington 2905 N. Stone Carver Dr. Bloomington, IN 47404 Attn: President – South Region With a copy to: 340 W. 10th Street Indianapolis, IN 46202 Attn: General Counsel’s Office	City of Bloomington 401 N. Morton St. Bloomington, IN 47401 Attn: Legal Department With copies to: 300 E. 4th St. Bloomington, IN 47408 Attn: Max Litwin or Roger Kerr 220 E. 3rd St. Bloomington, IN 47407 Attn: Myrick Williams or Mike Diekhoff
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Either Party may change the notification addresses listed by providing written notice.

15.0 Miscellaneous.

- 15.1. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any previous agreements or understandings, whether oral or written.
- 15.2. Amendments. Any amendments to this Agreement shall be effective only if in writing and signed by authorized representatives of both Parties.
- 15.3. Waiver. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any other breach or violation.
- 15.4. Severability. In the event that any of the provisions of this Agreement, or portions thereof, are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions there shall not be affected.
- 15.5. Assignment. Except as otherwise provided within this Agreement, neither Party may transfer or assign this Agreement without prior consent of the other Party; provided, however, IUHB may assign this Agreement to an entity which controls, is controlled by, or is under common control with Indiana University Health, without the prior written consent of the other Party.
- 15.6. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 15.7. Signatures. The Parties agree that this Agreement may be transmitted between them by electronic mail, facsimile transmission, or other electronic means. The Parties intend that faxed signatures and electronic digital signatures constitute original signatures and are binding on the Parties. The original document shall be promptly executed and/or delivered if requested by either Party. Each respective Party has caused this Agreement to be executed by its duly authorized representatives.

- 15.8. Force Majeure. IUHB shall not be deemed to be in violation of this Agreement if it is prevented from performing its obligations hereunder for any reason beyond its control, including without limitation, acts of God, acts of public enemy, war, flood, storm, health epidemic, strikes, or statutes, regulations, rules, or actions of any governmental agency.
- 15.9. Referrals. The parties agree that nothing contained herein shall be construed as requiring referrals to a certain provider or as limiting BFD's or BPD's tactical personnel or other recipients of Services under this Agreement from seeking health care services from the provider of their choice. For all work-related injuries, referrals will be made through the COB Risk Manager.
- 15.10. Independent Contractor Relationship. Nothing contained in this Agreement will be deemed or construed to constitute IUHB and COB as partners, joint ventures, co-principals, or associates in connection with the Services provided under this Agreement, and each Party will perform its duties and obligations under this Agreement as an independent contractor of the other Party and not as an agent. Neither Party will incur any financial obligation on behalf of the other Party without such Party's prior written approval. Each Party will be responsible for its own acts and omissions in the performance of its duties under this Agreement, and the acts and omissions of its own employees and agents.
- 15.11. Trainer and Officer Relationship. Each Party agrees that the Trainer who is assigned to BFD and BPD and the BFD and BPD tactical personnel receiving the Athletic Trainer Services will not engage in a romantic relationship wherein the Trainer and BFD or BPD tactical personnel met during performance of the Athletic Trainer Services.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, authorized representatives of the Parties have executed this Agreement, as of the day and year first written above.

Indiana University Health Bloomington, Inc.

By: _____

Printed Name: _____

Title: _____

City of Bloomington

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: Kyla Cox Deckard

Title: Board President

By: _____

Printed Name: Margie Rice

Title: Corporate Counsel



Board of Public Works

Staff Report

Project/Event: Fire Training Tower Painting

Petitioner/Representative: Max Litwin, Deputy Fire Chief

Staff Representative: Max Litwin, Deputy Fire Chief

Date: 07/29/2025

Report:

Fire's training tower sustains heavy use via live fire exercises that deteriorates the exterior paint over time, leaving it vulnerable to rust and corrosion. This contract would allow for prep and painting of the existing tower to bring it up to a presentable condition, as well as allow for proper maintenance to keep the training facility in usable condition.

Premier Painting provided a quote of \$21,860.00. Staff recommend that Premier Painting be awarded this contract.



CONTRACT COVER MEMORANDUM

TO: Enedina Kassamanian, Assistant City Attorney

FROM: Max Litwin, Deputy Fire Chief

DATE: 7-7-2025

RE: Services Agreement for Painting of Fire Tower

Contract Recipient/Vendor Name:	Premier Painting
Department Head Initials of Approval:	<i>ML</i>
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Max Litwin and Roger Kerr
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Enedina Kassamanian
Record Destruction Date: <i>(Legal to fill in)</i>	2040
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-504
Due Date For Signature:	ASAP
Expiration Date of Contract:	September 30, 2025
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$21, 860.00
Funding Source:	1101-08-080000-53610
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Work Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:

This contract is to provide painting services to prep and paint the existing Fire Training Tower.

City of Bloomington Contract and Purchase Justification Form

Vendor: Premier Painting , LLC

Contract Amount: \$21,860.00

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

PURCHASE INFORMATION

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

☒

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☐

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals: 3

Yes No

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☐☒

Was scoring grid used?

☐☒

Were vendor presentations requested?

☐☒

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

☐☒

The lowest bidder was J&J Painting and the legal department determined that there was a conflict that could not be waived.

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

This vendor was the 2nd lowest bidder and there was no conflict of interest with the vendor.

 Print/Type Name

 Print/Type Title

 Department

AGREEMENT FOR SERVICES
between the
City of Bloomington Fire Department
and Premier Panting

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington, Indiana, and its Fire Department (“Department”), by the Board of Public Works (“Board”) (collectively the “City”), and Premier Painting, LLC (“Contractor”) (collectively the “Parties”).

1. **Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the 30 th day of June, 2026.
 - c. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Twenty One thousand, eight hundred and sixty Dollars (\$21,860.00). Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Planning and Transportation Department, City of Bloomington, . Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless

additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. The Escrow Agent shall hold the escrowed principal and income until receipt of the notice from City and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of City, at which time City 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, the part of the escrowed principal to be released from the escrow account 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 City 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(b).
 - a. **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 City, then the City may direct the Escrow Agent or the Board to retain and withhold from payment to 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 City. The Escrow Agent or the Board shall release the funds withheld under this section after receipt of notice from the City 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 City or another party under contract with the City, said funds shall be released to the City.
5. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
6. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City 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 City's Project Manager shall act on the City's behalf with respect to this Agreement.
7. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

8. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit “B”**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
9. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City reserves the right to reject any proposed sub-Contractors, and the Department reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
10. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.
11. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.
12. **Indemnification.** Contractor shall indemnify and hold harmless the City, its officers, members, employees and agents from any and all claims, actions, causes of action, demands, damages, losses, liabilities, judgments and liens arising out any intentional, reckless or negligent act or omission of the Contractor and/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, or arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its officers, agents, officials, employees or subcontractors, regardless of whether the cybercrime was committed with or without Contractor’s knowledge or consent. Such indemnity shall include attorney’s fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-

party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

13. 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.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
- b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
- c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
- d. Umbrella/Excess Liability with a required limit of \$1,000,000.
- e. Cyber Attack and Cyber Extortion.
 - i. Computer Attack Limit (Annual Aggregate) of \$1,000,000;
 - ii. Sublimit (Per Occurrence) for Cyber Extortion of \$100,000; and
 - iii. Computer attack and Cyber Extortion deductible (per occurrence) of \$10,000.
- f. Network Security Liability.
 - i. Limit (Annual Aggregate) of \$1,000,000; and
 - ii. Deductible (per occurrence) of \$10,000.
- g. Electronic Media Liability.
 - i. Limit (Annual Aggregate) of \$1,000,000; and
 - ii. Deductible (Per Occurrence) of \$10,000.
- h. Fraudulent Impersonator Coverage.
 - i. Limit (Annual Aggregate) of \$250,000; and
 - ii. 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. These policies shall name the City of Bloomington, which includes its officers, employees and agents, as additional insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

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

- 14. Conflict of Interest.** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.
- 15. 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.
- 16. 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.
- 17. Assignment.** Neither the City nor the Contractor may assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
- 18. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
- 19. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.
- 20. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.

- 21. Compliance with Laws.** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
- 22. E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit “C”**. Contractor shall maintain on file all subcontractors’ e-verify certifications throughout the term of this Agreement.
- 23. Non-Collusion.** Contractor affirms under penalties for perjury 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.
- 24. Notices.** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

TO CITY:	TO CONTRACTOR:
City of Bloomington	Painting Contractor
Attn: Planning and Bloomington Fire Dept. , Project Manager(s) :	Attn: Premier Painting - Tony
Attn:Max Litwin : Litwinm@bloomington.in.gov Or Atte: Legal Department - COB	
	choosepremierpainting@gmail.com
Address:401 N. Morton St. Bloomington, IN 47401	Address: 4610 W. Nestle Down Dr. Bloomington, IN 47404
Phone: 812-349-3426	choosepremierpainting@gmail.com
	Phone: 812-821-0498

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

- 25. Integration and Modification.** This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:
- This Agreement
 - All Exhibits.

- c. 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.

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

26. Living Wage Ordinance. Contractor is considered a “covered employer” and is obligated to pay at least a living wage to its covered employees in accordance with City Ordinance 2.28, as that ordinance is written and amended from time to time. Contractor executed the Living Wage Ordinance Affidavit which is attached as **Exhibit “D”**. Contractor shall post the Living Wage Poster provided to Contractor by the City Legal Department in prominent areas of Contractor’s facilities frequented by their covered employees.

27. Intent and Authority to Bind. This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, their successors and assigns, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.

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

[Signatures are on the following page.]

BY:

Kyla Cox Deckard, Board President DATED

Roger Kerr, Fire Chief DATED

Kerry Thomson, Mayor DATED
City of Bloomington

**CITY OF BLOOMINGTON
BY:**

(Name Signed) DATED

(Name Printed)

(Title)

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following: **Provide painting services to prep and paint the existing Fire Training Tower.**

EXHIBIT “B”

PROJECT SCHEDULE

Estimated start date is July 30, 2025. Estimated completion is two months from the date of start to account for possible weather delay.

EXHIBIT “C”

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the _____ of the Contractor.
(job title)
2. The Contractor has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

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

Signature

Printed name

**AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR DOES NOT HAVE EMPLOYEES**

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

1. The undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
2. The undersigned hereby states that they do not have any employees and, as such, they do not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
3. The undersigned hereby states that if they intend to employ anyone, they will immediately enroll in E-Verify and will use such program.

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

Signature

Printed name

EXHIBIT “D”

AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE

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

1. The undersigned is the _____ of the Contractor.
(job title)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the “Living Wage Ordinance.”
4. The projected employment needs under the award include the following: _____

5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance:

6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage, which is set forth at <https://bloomington.in.gov/business/living-wage>.

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

Signature

Printed name

Date6/3/2025

Department Contact Information	
Name	Max Litwin
Phone	(812) 360-7869
Email	litwinm@bloomington.in.gov

Quote Tabulation For
Training Tower Painting



QuantityDescription		Vendor Name	Total	Vendor Name	Total	Vendor Name	Total
			\$0.00		\$0.00		\$0.00
			\$0.00		\$0.00		\$0.00
			\$0.00		\$0.00		\$0.00
			\$0.00		\$0.00		\$0.00
			\$0.00		\$0.00		\$0.00
			\$0.00		\$0.00		\$0.00
			\$0.00		\$0.00		\$0.00
			\$0.00		\$0.00		\$0.00
			\$0.00		\$0.00		\$0.00
			\$0.00		\$0.00		\$0.00
			\$0.00		\$0.00		\$0.00
			\$0.00		\$0.00		\$0.00
1	Paint Training Tower	Axis: Painting	\$23,779.85	J&J Painting LLC	\$20,100.00	Premier Painting	\$21,860.00
			\$23,779.85		\$20,100.00		\$21,860.00

J&J Painting LLC was selected as the lowest priced responsive bidder.

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Board of Public Works

Staff Report

Project/Event: Addendum to Fire Aerial Apparatus Purchase Contract

Petitioner/Representative: Max Litwin, Deputy Fire Chief

Staff Representative: Max Litwin, Deputy Fire Chief

Date: 4/21/2025

Report:

This change to the existing contract to purchase an aerial apparatus allows for changes to options on the truck, resulting in a much quicker delivery time as well as a lower final price. Aerial apparatus serve a specific function with regard to emergency response and Fire's fleet is in need of a replacement as soon as possible. This moves the delivery estimate up from 2027 to late 2025, effectively mitigating the timeline issue, while also saving money by going with a stock unit as opposed to a custom build.



CONTRACT COVER MEMORANDUM

TO: Margie Rice, Corporation Counsel
FROM: Enedina Kassamanian, Assistant City Attorney
DATE: 7/21/2025
RE: Addendum to aerial apparatus purchase contract

Contract Recipient/Vendor Name:	Fire Service, Inc.
Department Head Initials of Approval:	MBZ
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Max Litwin
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Enedina Kassamanian
Record Destruction Date: <i>(Legal to fill in)</i>	7/30/2040
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-595
Due Date For Signature:	ASAP
Expiration Date of Contract:	
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$1,549,932.00
Funding Source:	151-08-080000-54440
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:

This amendment to the existing contract allows for changes to options on the aerial apparatus being purchased, resulting in a considerably faster delivery time as well as a lower final cost.



ADDITIONS/DELETIONS FORM



Initial each page

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Customer: City of Bloomington	Shop Order: 145749	Description: E-One Single Axle 100' Quint	Original Contract Amount: \$1,629,012.00
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No.	Date	Qty.	A/C/D/ CQ/CL	Item Number	Addition / Deletion Description	Price
1	7/17/25	1	D	145749	Delete Purchase of the E-One Single Axle 100' Quint	(\$1,629,012.00)
2	7/17/25	1	D		Terms of Payment within 45 days of delivery of completed unit to the City of Bloomington	
3	7/17/25	1	A	147982	E-One HP75 Aerial w/ Spartan Chassis, AERM-SPAR-075L through attached Sourcewell Contract Proposal including proposed items on proposal	\$1,549,932.00
4	7/17/25	1	A		Terms of Payment within 45 days of delivery of the unit to Fire Service, Inc, 9545 Industrial Drive North St John Indiana and prior to any dealer additions being completed	
5						
6						
7						
8						
9						
10						
11						
12						

Summary of Changes:	(\$79,080.00)
Revised Contract Price:	\$1,549,932.00

Customer Approval Signature:	Date:

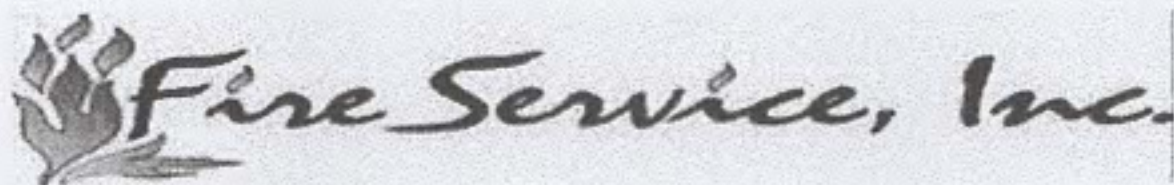
Highlighted cell: performed at FSInc.



Dealer Approval Signature:	Date:

Key: A=add/C=change/D=delete/CQ=change quantity/CL=change location

AD.FSInc.3-2011



SALES CONTRACT

This agreement made by and between **FIRE SERVICE, INC** (Company) and

City of Bloomington

(Legal Name of Buyer)

401 N. Morton St	Bloomington	Indiana	47404
(Address)	(City)	(State / Province)	(Zip / Postal Code)

1. **ACCEPTANCE:** The "Company" agrees to sell and the "Buyer" agrees to purchase the apparatus and equipment described in the E-ONE specifications and made part of this contract, in accordance with the terms and conditions listed on contract pages 1, 2, and 3.

2. **DELIVERY:** The apparatus shall be ready for delivery within approximately **840** calendar days, after the receipt and signed acceptance of this contract at the E-ONE Corporate Headquarters, Ocala, FL. The Company cannot be held liable for penalties and / or delays due to strikes, fires, accidents occurring due to the negligent conduct of other parties, force majeure, or any other causes that are not occasioned by the intentional, reckless, or negligent conduct of the Company.

In order to establish a stable design, procurement, and build schedule, a Buyer change order cutoff date of eight (8) Days from the date of the execution of the contract will be enforced. Changes in major components, configuration, or other items that may change the major components or configuration, (e.g.: engine, transmission, axles, water tank, body, fire pump) will not be allowed after the contract execution date.

If inability to obtain exclusive or brand name materials causes completion or delivery problems, the Company shall advise the Buyer of said problem. The Company resolves to examine alternative sources of said material. Material substitutions shall be mutually agreed upon by the Buyer and the Company. No substitutions shall be made without the execution of a written change order by the Buyer.

3. **CHANGE ORDERS:** Changes to the contract may be requested by the Buyer after the execution of the contract according to Section 2 of this document. Changes shall be reviewed for cost and schedule impact by the Company. Changes shall be sequentially numbered. Change Orders shall be prepared by the Company and executed by the Buyer. The price of the apparatus shall be adjusted to take into account any Change Orders. **Any and all Change Orders may extend the completion and delivery of the apparatus.**

4. **SPECIFICATIONS:** The Company agrees that all material and workmanship in and about this apparatus shall comply with the hereto attached E-ONE proposal dated **02/19/24** and clarifications.

5. **WARRANTY:** Shall be as proposed in the attached E-ONE specifications.

6. **PRICE:** The Buyer shall pay, as a purchase price for the apparatus, the sum of **One Million Six Hundred Twenty-Nine Thousand Twelve Dollars and no cents (\$1,629,012.00)**. All prices are less any applicable local, state, or federal taxes which may be applied to the apparatus proposed. NOTE: Payment shall be made by electronic funds transfer to the account indicated by the Company on the City's Electronic Funds Transfer form.

7. **TERMS OF PAYMENT:**

a) **Payment Plan Option:** Payment shall be due within forty five (45) days of delivery of completed unit to the City of Bloomington.

The purchase price payment reflects US dollars and does not include any authorized change orders which, if applicable, shall be paid at time of final inspection and signed acceptance.

b) No payment of any amount shall be made payable to a sales representative without written approval from the company.

c) It is agreed that the apparatus and equipment covered by this contract shall remain the property of the Company and not be placed in service until the entire contract price has been paid.

d) A copy of the Buyer's tax-exempt certificate, if applicable, shall be submitted with this signed contract.

8. **FIRE SERVICE, INC** requires, and the Customer agrees, that the unit shall be inspected and / or delivered within seven (7) days of notice that the unit had been completed.

9. **CANCELLATION:** This contract is subject to cancellation by Buyer only upon payment to Company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by Company.

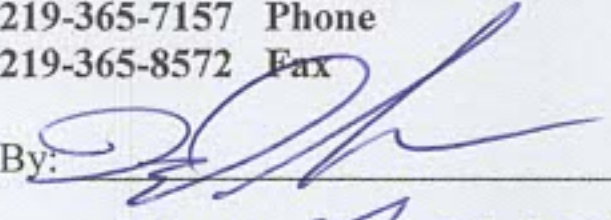
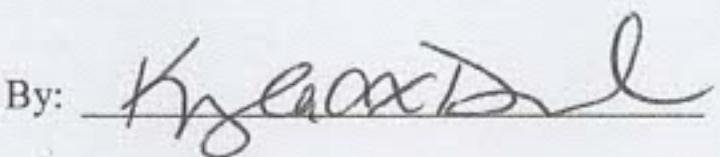
This contract, to be binding, must be signed by an officer of **Fire Service, Inc** or a person authorized, in writing, by **Fire Service, Inc.** to do so.

10. **TAG-ON / ADDITIONAL ORDERS:** The Company, at its sole discretion, would allow the terms of this contract to be extend both in terms to the Buyer as well as to other entities for similar unit(s). To accommodate for pricing, the Company would quote the original prices plus applicable manufactures price increases. Additionally, any regulatory changes (NFPA, EPA/Engine Emissions, FMVSS, etc.) would also have to be added as they become applicable. Change orders changing these units from the original quotation would need to be authorized, signed, and accepted as normal. Any entity using the tag-on process would be required to sign a new contract commencing the relationship. If the purchasing agency is not the BUYER, a separate contract will be required to complete the additional purchases. Additionally, any new tag-on order would require a separate Performance bond if initially required by the purchaser.

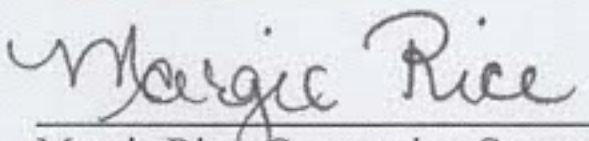
This contract, including its appendices, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing signed by an authorized representative of each of the parties hereto.

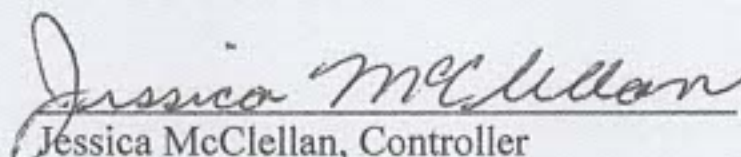
No surety of any performance bond given by the Company to the Buyer in connection with this Agreement shall be liable for any obligation of the Company arising under the Standard Warranty.

IN WITNESS WHEREOF, the Buyer and the Company have caused this contract to be executed by their duly authorized representatives this 12th day of March 2024.

COMPANY	BUYER
Fire Service, Inc. 9545 North Industrial Drive Saint John, Indiana 46373 219-365-7157 Phone 219-365-8572 Fax	City of Bloomington 401 N. Morton Street Bloomington, IN 47404
By: 	By: 
Name: <u>Dave Thomas</u>	Kyla Cox Deckard, President Board of Public Works
Title: <u>Sales Representative</u>	Date: <u>3.12.24</u>
Date: <u>3/14/24</u>	

Approved as to form:


Margie Rice, Corporation Counsel


Jessica McClellan, Controller



Board of Public Works

Staff Report

Project/Event: Addendum to Fire Engine Purchase Contract

Petitioner/Representative: Max Litwin, Deputy Fire Chief

Staff Representative: Max Litwin, Deputy Fire Chief

Date: 7/24/2025

Report:

This change to the existing contract to purchase a fire engine allows for changes to options on the truck, resulting in a much quicker delivery time as well as a lower final price. Fire's fleet is in need of a replacement engine and this route allows us to secure it quicker. This moves the delivery estimate up from 2026 to late 2025, effectively mitigating timeline issues, while also saving money by going with a stock unit as opposed to a custom build.



CONTRACT COVER MEMORANDUM

TO: Dana Kerr, Assistant City Attorney
FROM: Max Litwin, Deputy Fire Chief
DATE: 7/24/2025
RE: Addendum to fire engine purchase contract

Contract Recipient/Vendor Name:	Fire Service, Inc.
Department Head Initials of Approval:	MDL
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Max Litwin
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Dana Kerr
Record Destruction Date: <i>(Legal to fill in)</i>	2041
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-598 – CO from K25-115
Due Date For Signature:	7/28/2025
Expiration Date of Contract:	12/31/2026
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	\$848,170.00
Funding Source:	1512240-08-080000-54440
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	

Summary of Contract:

This amendment to the existing contract allows for changes to options on the fire engine being purchased, resulting in a considerably faster delivery time as well as a lower final cost.



ADDITIONS/DELETIONS FORM



Initial each page

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Customer: City of Bloomington	Shop Order: 147105	Description: E-One Typhoon 750-Gallon Pumper	Original Contract Amount: \$850,521.00
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No.	Date	Qty.	A/C/D/ CQ/CL	Item Number	Addition / Deletion Description	Price
1	7/17/25	1	D	147105	Delete Purchase of the E-One Typhoon 750-Gallon Pumper	(\$850,521.00)
2	7/17/25	1	D		Terms of Payment within 45 days of delivery of completed unit to the City of Bloomington	
3	7/17/25	1	A	148096	E-One AFT 1003 Pumper through the attached proposal dated 7.23.25	\$848,170.00
4	7/17/25	1	A		Terms of Payment within 45 days of delivery of the unit to Fire Service, Inc, 9545 Industrial Drive North St John Indiana and prior to any dealer additions being completed	
5						
6						
7						
8						
9						
10						
11						
12						

Summary of Changes:	(\$2,351.00)
Revised Contract Price:	\$848,170.00

Customer Approval Signature:	Date:
------------------------------	-------

Highlighted cell: performed at FSInc.



Dealer Approval Signature:	Date:
----------------------------	-------

Key: A=add/C=change/D=delete/CQ=change quantity/CL=change location

AD.FSInc.3-2011



SALES CONTRACT

This agreement made by and between **FIRE SERVICE, INC** (Company) and

City of Bloomington
(Legal Name of Buyer)

401 N. Morton St Bloomington Indiana 47404
(Address) (City) (State / Province) (Zip / Postal Code)

1. **ACCEPTANCE:** The "Company" agrees to sell and the "Buyer" agrees to purchase the apparatus and equipment described in the E-ONE specifications and made part of this contract, in accordance with the terms and conditions listed on contract pages 1, 2, and 3.

2. **DELIVERY:** The apparatus shall be ready for delivery within approximately **450** calendar days, after the receipt and signed acceptance of this contract at the E-ONE Corporate Headquarters, Ocala, FL. The Company cannot be held liable for penalties and / or delays due to strikes, fires, accidents occurring due to the negligent conduct of other parties, force majeure, or any other causes that are not occasioned by the intentional, reckless, or negligent conduct of the Company.

In order to establish a stable design, procurement, and build schedule, a Buyer change order cutoff date of eight (8) Days from the date of the execution of the contract will be enforced. Changes in major components, configuration, or other items that may change the major components or configuration, (e.g.: engine, transmission, axles, water tank, body, fire pump) will not be allowed after the contract execution date.

If inability to obtain exclusive or brand name materials causes completion or delivery problems, the Company shall advise the Buyer of said problem. The Company resolves to examine alternative sources of said material. Material substitutions shall be mutually agreed upon by the Buyer and the Company. No substitutions shall be made without the execution of a written change order by the Buyer.

3. **CHANGE ORDERS:** Changes to the contract may be requested by the Buyer after the execution of the contract according to Section 2 of this document. Changes shall be reviewed for cost and schedule impact by the Company. Changes shall be sequentially numbered. Change Orders shall be prepared by the Company and executed by the Buyer. The price of the apparatus shall be adjusted to take into account any Change Orders. **Any and all Change Orders may extend the completion and delivery of the apparatus.**

4. **SPECIFICATIONS:** The Company agrees that all material and workmanship in and about this apparatus shall comply with the hereto attached E-ONE proposal dated **01/15/25** and clarifications.

5. **WARRANTY:** Shall be as proposed in the attached E-ONE specifications.

6. **PRICE:** The Buyer shall pay, as a purchase price for the apparatus, the sum of **Eight Hundred Fifty Thousand Five Hundred and Twendy-One Dollars and no cents** (\$850,521.00). All prices are less applicable local, state, or federal taxes which may be applied to the apparatus proposed. NOTE: Payment shall be made by electronic funds transfer to the account indicated by the Company on the City's Electronic Funds Transfer form.

7. **TERMS OF PAYMENT:**

a) **Payment Plan Option:** Payment shall be due within forty five (45) days of delivery of completed unit to the City of Bloomington.

The purchase price payment reflects US dollars and does not include any authorized change orders which, if applicable, shall be paid at time of final inspection and signed acceptance.

b) No payment of any amount shall be made payable to a sales representative without written approval from the company.

c) It is agreed that the apparatus and equipment covered by this contract shall remain the property of the Company and not be placed in service until the entire contract price has been paid.

d) A copy of the Buyer's tax-exempt certificate, if applicable, shall be submitted with this signed contract.

8. **FIRE SERVICE, INC** requires, and the Customer agrees, that the unit shall be inspected and / or delivered within seven (7) days of notice that the unit had been completed.

9. **CANCELLATION:** This contract is subject to cancellation by Buyer only upon payment to Company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by Company.

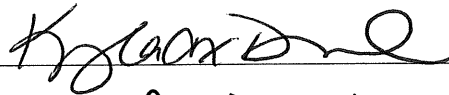
This contract, to be binding, must be signed by an officer of **Fire Service, Inc** or a person authorized, in writing, by **Fire Service, Inc.** to do so.

10. **TAG-ON / ADDITIONAL ORDERS:** The Company, at its sole discretion, would allow the terms of this contract to be extend both in terms to the Buyer as well as to other entities for similar unit(s). To accommodate for pricing, the Company would quote the original prices plus applicable manufactures price increases. Additionally, any regulatory changes (NFPA, EPA/Engine Emissions, FMVSS, etc.) would also have to be added as they become applicable. Change orders changing these units from the original quotation would need to be authorized, signed, and accepted as normal. Any entity using the tag-on process would be required to sign a new contract commencing the relationship. If the purchasing agency is not the BUYER, a separate contract will be required to complete the additional purchases. Additionally, any new tag-on order would require a separate Performance bond if initially required by the purchaser.

This contract, including its appendices, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing signed by an authorized representative of each of the parties hereto.

No surety of any performance bond given by the Company to the Buyer in connection with this Agreement shall be liable for any obligation of the Company arising under the Standard Warranty.

IN WITNESS WHEREOF, the Buyer and the Company have caused this contract to be executed by their duly authorized representatives this ____ day of January 2025.

COMPANY	BUYER
Fire Service, Inc. 9545 North Industrial Drive Saint John, Indiana 46373 219-365-7157 Phone 219-365-8572 Fax	City of Bloomington Board of Public Works 401 N. Morton Street Bloomington, IN 47404
By: <u>Jim Castellano, VP of Sales</u>	By: <u></u>
Name: <u>Jim Castellano</u>	Name: <u>Kyla Cox Deckard</u>
Title: <u>VP of Sales</u>	Title: <u>President</u>
Date: <u>February 12, 2025</u>	Date: <u>10 February 2025</u>



July 22nd, 2025
Bloomington Fire Department
2917 McIntire Drive
Bloomington IN, 47403

Deputy Chief Zeeks,

We are pleased to present our proposal for (1) E-One AFT 750 Gallon Pumper as described in the E-One Quote #148096, Rev16 dated 4/12/2024.

1. E-One AFT Pumper:
 - a. In addition to the enclosed specifications the following are included in this proposal:
 - i. \$80,000 Gear and Tool allowance
 - ii. Graphics to be installed at FSI
 - iii. Delivery to Bloomington, IN
 - iv. 3 days training on the apparatus

Price: **\$848,170** (Eight Hundred and Forty-Eight Thousand One Hundred and Seventy)

Delivery: This apparatus is scheduled for completion in December 2025. (150 days)

Payment Terms: **Due within 45 days of delivery and acceptance of the vehicle at the Fire Service, Inc. St. John, Indiana facility.**

Thank you for this opportunity, and your time. We look forward to earning the City of Bloomington's business.

Sincerely,

Andrew Castellano

Andrew Castellano
Southern Indiana Fire Apparatus Sales
Fire Service Inc.
317-989-3193



Board of Public Works Staff Report

Project/Event: Approve Addendum to Service Agreement with Specialties Company, LLC for Handrail repair on W 3rd St

Petitioner/Representative: Street Division

Staff Representative: Joe VanDeventer

Date: July 29, 2025

Report:

Addendum to Service agreement with Specialties Company, LLC will provide repair of damaged handrail on W. 3rd Street in the amount not to exceed of \$86,500.00 (MVH, 2201-20-200000-53990).

Emergency Addendum from original contract for repairing damaged handrail on W. 3rd Street from College, west to the B-line. After more depth inspection more repairs/replacement are needed due to immediate safety hazard for citizens.



CONTRACT COVER MEMORANDUM

TO: Office of the Mayor
FROM: Public Works/Street Division
DATE: July 29, 2025
RE: Approve Addendum to Service Agreement with Specialties Company, LLC for Handrail Repairs

Contract Recipient/Vendor Name:	Specialties Company, LLC
Department Head Initials of Approval:	Adam Wason
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Danna Stephens
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-592 (amending 25-341)
Due Date For Signature:	4/22/2025 7/29/2025 Addendum
Expiration Date of Contract:	12/31/2025
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	\$ 17,500.00 Original \$ 69,000.00 Addendum \$ 86,500.00 Total
Funding Source:	2201-20-200000-53990 MVH
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: Addendum to Service agreement with Specialties Company, LLC will provide repair of damaged handrail on W. 3rd Street in the amount not to exceed of \$86,500.00 (MVH, 2201-20-200000-53990).

Emergency Addendum from original contract for repairing damaged handrail on W. 3rd Street from College, west to the B-line. After more depth inspection more repairs/replacement are needed due to immediate safety hazard for citizens.

City of Bloomington Emergency Purchase Justification Form

Vendor: **Specialties Company**

Amount: **\$ 86,500.00**

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:

Emergency change order from original contract for repairing damaged handrail on W 3rd Street from College west to the B-Line. Quotes were received but after more depth inspection more repairs/replacement are needed due to immediate safety hazard for citizens.

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):

Handrail has failed causing immediate closure until repairs have been made. Original contract is \$17,500 with additional repairs resulting in a \$69,000 increase in the project. Total project \$ 86,500.00

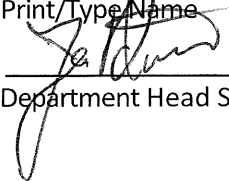
3. State why the needs were not or could not be anticipated so that goods or services could not have been purchased following standard procedures:

Additional repairs have been found.

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):

Specialties Company

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.

Joe VanDeventer
Print/Type Name

Department Head Signature

Director of Street Operation
Print/Type Title
7/14/2025
Date

PW/Street Division
Department
812-349-3448
Telephone Number

Amount: **\$86,500.00**

Budget Line: **2201-20-200000-53990**

Approved by: **Jessica McClellan**

Jessica McClellan - Controller

Digitally signed by Jessica McClellan

Date: 2025.07.15 16:15:23 -04'00'



Soil Stabilization - Full Depth Reclamation - Concrete Breaking
Milling - Guardrail - Fence - Subsurface Video Inspection

www.specialtiescompany.com

10500 Kincaid Drive

Fishers, IN 46037

Phone: (317) 594-0291

Specialties Company, LLC is an Equal Opportunity Employer

24 Hour Contact Information:

Spencer Storie (317) 450-5407 spencer.storie@specialtiescompany.com

Quotation: Bloomington Handrail Repair, Monroe County IN

To: City of Bloomington

Attn: Joe VanDeventer

Date: July 8, 2025

Description	Item	Quantity	Units	Tax	Unit Price	Total
3rd Street Handrail Post Repair	1	100.00	EA	N/A	\$865.00	\$86,500.00
					Total	\$86,500.00

Quotation Valid For: 30 Days

Quotation Reference: 250974-1

Quotation Prepared By: Andy Vanderford Mobile: (317) 982-0819

This is a quotation on the goods named, subject to the conditions noted below:

1. Construction engineering, clearing, staking, grading/earthwork, aggregate, and seeding, if required, are by others.
2. Traffic Control is not included in this estimate.
3. Unit pricing is based on replacing the existing posts only while using the existing panels. Existing posts will be cut flush and backfilled with non-shrink grout. New posts will be plated and wedge anchors use to install.
4. Quotation includes one mobilization. Additional mobilizations are \$1,000.00 each.
5. Removals are included.
6. Identification and location of any utilities not located through Indiana Underground Plant Protection Services (Holey Moley) are the responsibility of the Prime Contractor.
7. Vac excavation is included.
8. Any excavation or drilling of rock, if required, to install any of the quoted items is not included.
9. All items are quoted in total for any contract and may only be divided with the consent of Specialties Company, LLC.

To accept the quotation, please sign and return: _____

#25-3630



Soil Stabilization - Full Depth Reclamation - Concrete Breaking
Milling - Guardrail - Fence - Subsurface Video Inspection
www.specialtiescompany.com

10500 Kincaid Drive
Fishers, IN 46037

Phone: (317) 594-0291

Specialties Company, LLC is an Equal Opportunity Employer

24 Hour Contact Information:

Spencer Storie (317) 450-5407 spencer.storie@specialtiescompany.com

Quotation: Bloomington Handrail Repair, Monroe County IN

To: City of Bloomington
Attn: Joe VanDeventer
Date: April 18, 2025

Description	Item	Quantity	Units	Tax	Unit Price	Total
3rd Street Handrail Post Repair	1	20.00	EA	N/A	\$875.00	\$17,500.00
Total						\$17,500.00

Quotation Valid For: 30 Days

Quotation Reference: 250974

Quotation Prepared By: Andy Vanderford Mobile: (317) 982-0819

This is a quotation on the goods named, subject to the conditions noted below:

1. Construction engineering, clearing, staking, grading/earthwork, aggregate, and seeding, if required, are by others.
2. Traffic Control is not included in this estimate.
3. Unit pricing is based on replacing the existing posts only while using the existing panels. Existing posts will be cut flush and backfilled with non-shrink grout. New posts will be plated and wedge anchors use to install.
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7. Vac excavation is included.
8. Any excavation or drilling of rock, if required, to install any of the quoted items is not included.
9. All items are quoted in total for any contract and may only be divided with the consent of Specialties Company, LLC.

To accept the quotation, please sign and return: _____

**ADDENDUM TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON DEPARTMENT OF PUBLIC WORKS
Specialties Company, LLC**

The City of Bloomington Department of Public Works (“Department”) and Specialties Company, LLC (“Contractor”) wish to enter into this Addendum to their Service Agreement (“Addendum”), which arises out of the following circumstances:

- A. On April 22, 2025, the Department and Contractor entered into their Agreement for handrail services and materials, more particularly described and attached hereto as Exhibit A (“Agreement”).
- B. Additional work and materials are required as part of this Agreement.
- C. Department and Contractor wish for Contractor to fulfill the additional work required, and enter into this Addendum to memorialize such additional work and expense.

NOW, THEREFORE, the parties hereto mutually agree to amend the Service Agreement to include as follows:

- 1. The Recitals listed in this Addendum constitute material and operative provisions of this Addendum, and are incorporated by reference.
- 2. Contractor shall provide additional services and materials, as outlined in the Change Order #1, marked as Exhibit B.
- 3. Department shall pay Contractor an additional \$69,000, making the new Not-To-Exceed amount \$86,500.00.
- 4. All other terms of the Agreement not expressly modified in this Addendum remain in full force and effect.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the parties execute this Addendum to the Agreement on the date last indicated below.

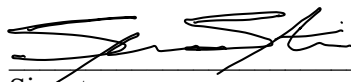
CITY OF BLOOMINGTON

Adam Wason, Director DATE
Department of Public Works

Margie Rice, Corporation Counsel DATE

Kyla Cox Deckard, President DATE
Board of Public Works

Specialties Company, LLC

 07/24/25

Signature DATE

Spencer Storie, Senior Estimator
Name, Title

EXHIBIT A

AGREEMENT FOR SERVICES
between the
City of Bloomington Public Works Department
and
Specialties Company, LLC

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington, Indiana, and its Public Works Department (“Department”), by its Board of Public Works (“Board”) (collectively the “City”), and Specialties Company, LLC (“Contractor”) (collectively the “Parties”).

1. **Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on December 31, 2025.
 - c. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Seventeen thousand five hundred (\$17,500.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: public.works@bloomington.in.gov or to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work

shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Retainage.** [This Section Intentionally Left Blank].
5. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
6. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City 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 City's Project Manager shall act on the City's behalf with respect to this Agreement.
7. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
8. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit "B"**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
9. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City reserves the right to reject any proposed sub-Contractors, and the Department reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
10. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.
11. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

12. Indemnification. Contractor shall indemnify and hold harmless the City, its officers, members, employees and agents from any and all claims, actions, causes of action, demands, damages, losses, liabilities, judgments and liens arising out any intentional, reckless or negligent act or omission of the Contractor and/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, or arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its officers, agents, officials, employees or subcontractors, regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

13. 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.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
- b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
- c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
- d. Umbrella/Excess Liability with a required limit of \$1,000,000.
- e. Cyber Attack and Cyber Extortion.
 - i. Computer Attack Limit (Annual Aggregate) of \$1,000,000;
 - ii. Sublimit (Per Occurrence) for Cyber Extortion of \$100,000; and
 - iii. Computer attack and Cyber Extortion deductible (per occurrence) of \$10,000.
- f. Network Security Liability.
 - i. Limit (Annual Aggregate) of \$1,000,000; and
 - ii. Deductible (per occurrence) of \$10,000.
- g. Electronic Media Liability.
 - i. Limit (Annual Aggregate) of \$1,000,000; and

- ii. Deductible (Per Occurrence) of \$10,000.
- h. Fraudulent Impersonator Coverage.
 - i. Limit (Annual Aggregate) of \$250,000; and
 - ii. 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. These policies shall name the City of Bloomington, which includes its officers, employees and agents, as additional insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

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

14. **Conflict of Interest.** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.
15. **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.
16. **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.
17. **Assignment.** Neither the City nor the Contractor may assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

- 18. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
- 19. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.
- 20. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.
- 21. Compliance with Laws.** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
- 22. E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit "C"**. Contractor shall maintain on file all subcontractors' e-verify certifications throughout the term of this Agreement.
- 23. Non-Collusion.** Contractor certifies 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.
- 24. Notices.** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

TO CITY:**TO CONTRACTOR:**

City of Bloomington Public Works	Specialties Company, Inc.
Attn: Joe VanDeventer, Project Manager	9350 E 30 th Street
401 N Morton Street, Suite 120	Indianapolis, IN 46229
Bloomington, IN 47404	

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

25. Integration and Modification. This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

- a. This Agreement
- b. All Exhibits.
- c. 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.

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

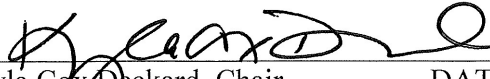
26. Intent and Authority to Bind. This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, their successors and assigns, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.

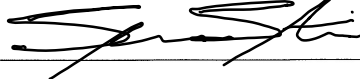
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands.

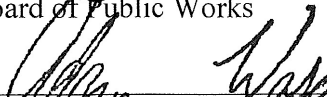
[Signatures are on the following page.]

CITY OF BLOOMINGTON
BY:

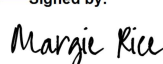
Specialties Company, LLC
BY:

 04-22-2025
Kyla Cox Deckard, Chair
Board of Public Works
DATED

 04-30-2025
DATED

 04-22-2025
Adam Wason, Director
Department of Public Works
DATED

Spencer Storie
(Name Printed)

Signed by:
 5/7/2025
70B1F034F43E4C6...
Kerry Thomson, Mayor
City of Bloomington
DATED

Senior Estimator
(Title)

EXHIBIT "A"

SCOPE OF WORK

The Services shall include the following:

- W 3rd Street – Prioritize using existing ~~posts~~ ^{panels} and replacing approximately 20 ~~panels~~ ^{posts}. Exciting posts will be cut flush and backfilled with non-shrink grout. New posts will be plated and wedge anchors use to install.

SS

EXHIBIT "B"

PROJECT SCHEDULE

Specialists Company, LLC can begin the project upon written authorization from the department.
All services must be completed by 12/31/2025.

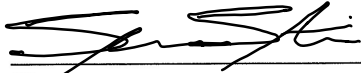
EXHIBIT "C"

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the Senior Estimator of the Contractor.
(job title)
2. The Contractor has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

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



Signature

Spencer Storie

Printed name



CONTRACT COVER MEMORANDUM

TO: Office of the Mayor
FROM: Public Works/Street Division
DATE: April 22, 2025
RE: Approve Service Agreement with Specialties Company, LLC for Handrail Repairs

Contract Recipient/Vendor Name:	Specialties Company, LLC
Department Head Initials of Approval:	Adam Wason
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Danna Stephens
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-341
Due Date For Signature:	4/22/2025
Expiration Date of Contract:	12/31/2025
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	\$ 17,500.00
Funding Source:	2201-20-200000-53990 MVH
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: This service agreement with Specialties Company, LLC will provide repair of damaged handrail on W 3rd Street in the amount not to exceed of \$17,500.00 (MVH, 2201-20-200000-53990).