

Board of Public Works Meeting

September 23, 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.



Board of Public Works Staff Report

Project/Event: Rogers Street/Madison Street/Kinser Pike Corridor Study
Petitioner/Representative: Planning and Transportation Department
Staff Representative: Hank Duncan, Bicycle and Pedestrian Coordinator
Date of Event: Tentative Start Date - July of 2025
Date of Board Meeting: September 23, 2025

Updated Staff Report for September 23, 2025

This contract was approved by the Board of Public Works on July 1, 2025. After returning the contract to Toole Design, they reached out with edits that had not been discovered prior to going to the Board of Public Works. The substance of the contract and the amount of the contract stayed the same. There were minor edits made and Staff would like approval for this new contract.

Original Staff Report from July 1, 2025

Summary

The Planning and Transportation Department requests Board of Public Works approval to execute a \$209,221 contract with Toole Design Group for a comprehensive study of the Rogers Street/Madison Street/Kinser Pike corridor, spanning 4.5 miles from the State Road 45/46 bypass to Country Club Drive. This study, aligned with Bloomington's Vision Zero goal to eliminate fatal and serious crashes by 2039, will assess current conditions, engage the community, and develop long-term safety and design recommendations. Funded through the approved Planning and Transportation Department budget, the project will run from July 2025 to April 2026. Toole Design was selected through a qualifications-based process for its strong team, relevant experience, and alignment with City goals.

Requested Action

The Planning and Transportation Department requests that the Board of Public Works authorize the execution of a contract in the amount of \$209,221 between the City of Bloomington and Toole Design Group for professional services related to the Rogers Street/Madison Street/Kinser Pike Corridor Study.

Project Overview

The City of Bloomington, in partnership with Toole Design Group, will undertake a comprehensive planning study of the Rogers Street/Madison Street/Kinser Pike corridor. The study will evaluate the

corridor from the State Road 45/46 bypass on the north to Country Club Drive on the south, encompassing approximately 4.5 miles of roadway.

The overarching goal of this project is to develop a long-term corridor vision that enhances safety, mobility, and connectivity, aligning with the City's adopted Vision Zero goal to eliminate fatal and serious traffic crashes by 2039.

Scope of Work

Toole Design Group will lead and complete the following tasks over a 10-month period from July, 2025 through April, 2026:

- Project management and coordination
- Public engagement and stakeholder outreach
- Data collection and existing conditions analysis
- Corridor analysis and visioning
- Presentation of findings
- Development and evaluation of design alternatives
- Workshop Week with community input
- Conceptual design development
- Finalization and publication of the corridor study

Project Cost

The total cost of this contract is \$209,221 to be funded through local Planning and Transportation funds designation for corridor studies in the 2024 City of Bloomington budget.

Background and Justification

The Rogers St/Madison St/Kinser Pk. Corridor is identified as a priority corridor in the City's Safe Streets for All (SS4A) Action Plan, adopted to support the City's Vision Zero commitment. Corridor users experience a range of safety and accessibility challenges including high crash rates and limited multimodal infrastructure.

Given the corridor's importance to the Bloomington community and the urgent need to improve safety, this study represents a critical step toward implementing infrastructure improvements and funding readiness for future capital projects.

Consultant Selection Process

A qualifications-based selection process was used to identify the most suitable firm for the study. A selection committee consisting of six staff members from the Planning and Transportation Department, Engineering Department, and Bloomington Transit reviewed the submitted proposals.

Consultants were evaluated based on the following criteria:

- Experience and qualifications of the project manager
- Project team structure and coordination
- Relevant project experience and portfolio
- Alignment with City values
- Project approach and innovation
- Overall responsiveness to the request for qualifications

After independent scoring and a deliberation meeting, the committee determined that Toole Design Group demonstrated the strongest qualifications, approach, and experience for this project.



CONTRACT COVER MEMORANDUM

TO: Margie Rice, Corporation Counsel
FROM: Enedina Kassamanian, Assistant City Attorney
DATE: 09/08//2025
RE: Rogers/Madison/Kinser Corridor Study _Toole

Contract Recipient/Vendor Name:	Toole Design
Department Head Initials of Approval:	DH
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Hank Duncan and David Hittle
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Enedina Kassamanian
Record Destruction Date: <i>(Legal to fill in)</i>	09/08/2040
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-501
Due Date For Signature:	06/27/2025
Expiration Date of Contract:	N/A
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$209,221.00
Funding Source:	1101-13-130000-53990
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 between Toole Design and the City of Bloomington to assist in the development of a study of Rogers Street, Madison Street, and Kinser Pike from the State Route 45/46 Bypass on the north end to Country Club Drive on the south end. Through 11 total tasks including corridor analysis and public engagement, Toole Design will provide conceptual designs of locations throughout the corridor, an implementation plan, and a final corridor study to assist in future City of Bloomington policy decisions.

AGREEMENT FOR SERVICES
Between the
City of Bloomington Planning and Transportation Department
And Toole Design Group, LLC

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington, Indiana, and its Planning and Transportation Department (“Department”), by the Board of Public Works (“Board”) (collectively the “City”), and **Toole Design Group, 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”). 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 30th day of March 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.** The City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed two hundred seventy-one thousand three hundred eighteen dollars (\$209,221.00). Contractor shall submit an invoice to the City, no more frequently than once per month, based on a time and expense basis. Because funding for this project is likely to be appropriated in multiple fiscal years, the City may ask Consultant to submit invoices or perform work at particular times so as to guarantee that appropriated funds are available to pay invoices. The invoice shall be sent to: Hank Duncan, City of Bloomington, 401 N. Morton Street, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth herein shall be authorized in writing by the City or its designated project coordinator prior to such work being

performed or any expenses incurred by Consultant. 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 an 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. **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.
6. **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.
7. **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.
8. **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. The contractor shall not subcontract any part of the Services without the prior written permission of the City. Contractor's permission shall not be unreasonably withheld. 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.
9. **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. The 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. Should the City reuse or modify Contractor's documents without prior consent, the City shall indemnify and hold the Contractor harmless from and against any claim, proceedings, cause of action, damage, cost

or expense that directly results from any deviation from or changes to the Contractors Instruments of Service.

10. 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.

11. 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.

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

- a. Comprehensive General Liability Insurance.
 - 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 \$20,000.
- f. Network Security Liability.
 - i. Limit (Annual Aggregate) of \$1,000,000; and
 - ii. Deductible (per occurrence) of \$20,000.
- g. Electronic Media Liability.
 - i. Limit (Annual Aggregate) of \$1,000,000; and
 - ii. Deductible (Per Occurrence) of \$20,000.
- h. Fraudulent Impersonator Coverage.
 - i. Limit (Annual Aggregate) of \$250,000; and
 - ii. Deductible (Per Occurrence) of \$20,000.

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.

- 13. **Conflict of Interest.** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.
- 14. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
- 15. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken

provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

- 16. 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.
- 17. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
- 18. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.
- 19. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination, 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.
- 20. Compliance with Laws.** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
- 21. 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.
- 22. 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.

- 23. 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	Danielle Vagts Group, LLC
Attn: Bloomington Planning and Transportation Dept. , Project Manager(s) : Hank Duncan and David Hittle	Attn: Toole Design Group, LLC Attn: Drew Parker
Address: 401 N. Morton St. Bloomington, IN 47404	Address: 8484 Georgia Ave. Suite 800 Silver Spring, Maryland, 20910
Phone: 812349-3423	Phone: 614-407-9122

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

- 24. 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.

- 25. 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.

- 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:

Kyla Cox-Deckard, Chair DATED
Board

David Hittle, Director DATED

Kerry Thomson, Mayor DATED
City of Bloomington

Toole Design Group, LLC
BY:

Ciara Schlichting Aug 27, 2025
Ciara Schlichting (Aug 27, 2025 08:37:19 CDT)

(Name Signed) DATED

Ciara Schlichting
(Name Printed)

Director of Operations, Midwestern US
(Title)

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

EXHIBIT “B”

PROJECT SCHEDULE

EXHIBIT “C”

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the Director of Operations,
Midwestern US 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.

Ciara Schlichting
Ciara Schlichting (Aug 27, 2025 08:37:19 CDT)
Signature

Ciara Schlichting

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.

Ciara Schlichting

Ciara Schlichting (Aug 27, 2025 08:37:19 CDT)

Signature

Ciara Schlichting

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 Director of Operations,
Midwestern US 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: urban planners
and civil engineers
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance:
no change in employment numbers
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.

Ciara Schlichting
Ciara Schlichting (Aug 27, 2025 08:37:19 CDT)

Signature

Ciara Schlichting

Printed name

00CMH.00402.00_Toole Design Group, LLC _Agreement for Corridor Study Kinser _ With approved final changes from Toole and COB

Final Audit Report

2025-08-27

Created:	2025-08-26
By:	Noren Hartman (nhartman@tooledesign.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5GWePDqm6iKmzpWT1lv8dotNg_t2lpn0

"00CMH.00402.00_Toole Design Group, LLC _Agreement for C orridor Study Kinser _ With approved final changes from Toole a nd COB" History



Document created by Noren Hartman (nhartman@tooledesign.com)

2025-08-26 - 8:24:46 PM GMT



Document emailed to cschlichting@tooledesign.com for signature

2025-08-26 - 8:25:59 PM GMT



Email viewed by cschlichting@tooledesign.com

2025-08-26 - 8:49:02 PM GMT



Signer cschlichting@tooledesign.com entered name at signing as Ciara Schlichting

2025-08-27 - 1:37:17 PM GMT



Document e-signed by Ciara Schlichting (cschlichting@tooledesign.com)

Signature Date: 2025-08-27 - 1:37:19 PM GMT - Time Source: server

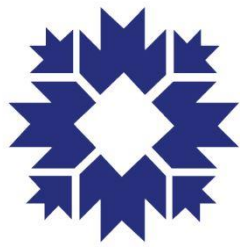


Agreement completed.

2025-08-27 - 1:37:19 PM GMT



Adobe Acrobat Sign



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Project/Event:	Mobile Vendor in Right of Way
PW Resolution No:	2025-071
Petitioner/Representative:	Crystal Cooper, Owner of Los Reyes, Inc d/b/a Reyes Tacos Truck 1
Staff Representative:	Susan Coates
Meeting Date:	09/23/2025

Los Reyes, Inc d/b/a Reyes Tacos Truck 1, by its owner, Crystal Cooper, has applied for a Mobile Vendor License to operate a food truck/trailer. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will be selling food via a mobile kitchen, food truck or trailer.

This application is for 1 year.

Staff is supportive of the request.

RESOLUTION 2025-071
CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
Mobile Vendor in Public Right of Way
LOS REYES, INC D/B/A REYES TACOS TRUCK 1

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

WHEREAS, Los Reyes, Inc d/b/a Reyes Tacos Truck 1 (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

WHEREAS, the issuance of a Mobile Vendor License under Bloomington Municipal Code 4.28 requires Vendor to submit documentation to the City—set forth at Bloomington Municipal Code 4.28.050—including an independent safety inspection, an open burn permit issued by the City of Bloomington Fire Department, and all applicable permits required by the Monroe County Health Department;

WHEREAS, Vendor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.28.160 and signed the Release, Hold-Harmless, and Indemnification Agreement as required by Bloomington Municipal Code 4.28.090;

WHEREAS, Vendor desires to be able to use “City property” as defined in Bloomington Municipal Code 4.28.010, which includes public on-street parking, on a temporary and transient basis for the purpose of selling food via a mobile kitchen, food truck or trailer; and

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen, food truck or trailer for 1 year beginning 9/24/2025, and ending on 9/24/2026.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.

3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:

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

- d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
 - 1) City of Bloomington Farmers' Market;
 - 2) City of Bloomington Holiday Market;
 - 3) The Taste of Bloomington;
 - 4) Lotus World Music and Arts Festival;
 - 5) The Fourth Street Festival;
 - 6) Arts Fair on the Square;
 - 7) Strawberry Festival;
 - 8) Canopy of Lights;
 - 9) Fourth of July Parade; and
 - 10) Any other special events approved by the City Controller.

ADOPTED THIS THE 23rd DAY of SEPTEMBER, 2025.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-071 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

DocuSigned by:

AD9C12BE26D047D...

Crystal Cooper

Date: 9/15/2025

RESOLUTION 2025-071

Reyes Tacos
Truck 1.



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

Length of
License: 1 Year - \$350

2. Applicant Information

Name:	CRYSTAL COOPER		
Title/Position:	PRESIDENT		
Date of Birth:	01/03/1978		
Address:	2905 MORGAN TRAIL		
City, State, Zip:	MARTINSVILLE, IN, 46151		
E-Mail Address:	CCOOPER@BLUEMARBLE.NET		
Phone Number:	8123270832	Mobile Phone:	

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

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.			
Name:	SAME AS ABOVE		
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

Received in ESD
SEP 12 2025

4. Company Information

Name of Employer:	LOS REYES INC (REYES TACOS 1)		
Address of Employer:	10 N MAIN STREET		
City, State, Zip:	MARTINSVILLE INDIANA 46151		
Employment Start Date:		End Date (If known):	
Phone Number:	765-352-1727		
Website / Email:			
Company is a:	☐ Limited Liability Corporation (LLC)	☒ Corporation	☐ Partnership ☐ Sole Proprietor ☐ Other:

5. Company Officer Information

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

Name	Address
CRYSTAL COOPER	2905 MORGAN TRAIL MARTINSVILLE IN 46151

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

Date of incorporation or organization:	01/10/2006
State of incorporation or organization:	INDIANA
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Planned hours of operation:	11AM TO 3AM
Place or places where you will conduct business (If private property, attach written permission from property owner):	VARIES,
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes ☒ No ☐
(If Yes) Provide details	WAS APPROVED LAST YEAR

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

☒	A copy of the Indiana registration for the vehicle
☒	Copy of a valid driver's license
☒	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
☐	Proof of an independent safety inspection of all vehicles to be used in the business (form included with app)
☒	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
☒	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business (included with application)
☒	A copy of the business's registration with the Indiana Secretary of State.
☐	A copy of the Employer ID number
☒	A signed copy of the Prohibited Location Agreement (included with application)
☒	A signed copy of the Standards of Conduct Agreement (included with application)
☐	Fire inspection (if required)
☐	Picture of truck or trailer
☐	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler License.

For City Of Bloomington Use Only

Date Received:	Received By: 	Date Approved:	Approved By:
----------------	--	----------------	--------------

Received in ESD

SEP 12 2025

Kerry Thomson

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

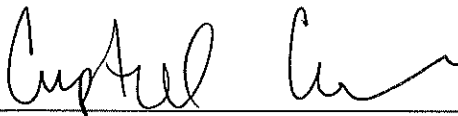
1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected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

The undersigned acknowledges that he/she has read this release and understands all of its terms.

The undersigned signs this release voluntarily and with full knowledge of its significance.

CRYSTAL COOPER

Name, Printed



Signature

09/05/2025

Date Release Signed

Kerry Thomson
Mayor
CITY OF BLOOMINGTON
401 N. Morton St Suite 130
P.O. Box 100
Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Prohibited Location Agreement

Bloomington Municipal Code Section 4.28.140 prohibits Mobile Vendor Units from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement.

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

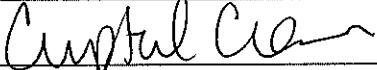
- No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- No mobile food vendor unit shall operate within fifty feet of any facade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the mobile food vendor unit is currently conducting business. The distance restriction only applies from one hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building.
- No mobile food vendor unit shall locate in an alleyway.
- Mobile food vendor units shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows.
- Mobile food vendor units shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the mobile food vendor unit to locate on said property.
- No mobile food vendor unit shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works.
- No mobile food vendor unit shall park on City property in violation of any City parking regulation, restriction, or ordinance. For example, if parking at one, or multiple, parking meters, the operator of the mobile food vendor unit shall feed all relevant parking meters with the required monetary amount.
- No mobile food vendor unit shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
- No mobile food vendor unit shall be located within fifteen feet of any fire hydrant.

- No mobile food vendor shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional.
- No mobile food vendor operating on private property shall displace required parking or landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible routes required for the private parking by the City's zoning code.
- No mobile food vendor unit shall be located more than one foot away from the curb of the street on which it is parked.
- No mobile food vendor unit shall park near an intersection and in a manner that blocks the line-of-sight of drivers using adjacent roadways.

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

Vendor:

Name: CRYSTAL COOPER

Signature: 

Date: 9/5/2025

Kerry Thomson
Mayor
CITY OF BLOOMINGTON

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

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Standard of Conduct Agreement

Bloomington Municipal Code Section 4.28.160 provides Standards of Conduct for all Mobile Vendor Units. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

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

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

- Before leaving any location each mobile food vendor unit shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the mobile food vendor unit.
- No mobile food vendor unit shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance
- Each mobile food vendor unit shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- Mobile food vendor units which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
 - Be placed approximately 20 feet from a building or structure;
 - Provide a barrier between the grill or device and the general public;
 - The spark, flame or fire shall not exceed 12 inches in height;
 - A fire extinguisher shall be within reaching distance of the mobile food vendor unit operator at all times;
- Mobile food vendor unit operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdictional limits, including, where possible, the removal of the mobile food vendor unit and cessation of such sales
- No mobile food vendor unit shall ever be left unattended
- Mobile food vendor units shall not be stored, parked or left overnight on any City property
- All mobile food vendor units which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap. Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- All mobile food vendor unit operators are required to collect and pay all applicable and appropriate sales taxes
- No mobile food vendor shall provide customer seating unless approval has been provided by the City's Board of Public Works and the City's Planning and Transportation Department
- All mobile food vendors shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- All mobile food vendors shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- No mobile food vendor shall have a drive-thru
- The decibels of any generator(s) associated with a mobile food vendor unit shall not exceed "70dBA".
 - Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the

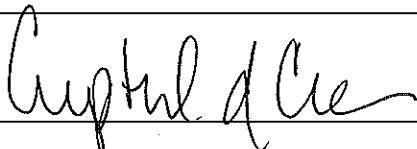
noise is being emitted on a sound level meter operated on the "A" weighting network (scale).

- No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
- Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
- The sound level measurement shall be determined as follows:
 - Calibrate the sound level meter within one (1) hour before use.
 - Set the sound level meter on the "A" weighted network at slow response.
 - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein. The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.
 - Recalibrate the sound level meter after use.
- It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement.

I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:

Name: CRYSTAL COOPER

Signature: 

Date: 09/05/2025



INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 0	AGE 1	ISSUE DATE 02/03/2025	PUR DATE 01/02/2023	COUNTY 55 - MORGAN	TP R	PL YR 25	PLATE TR260LRA	PL TP GP	WEIGHT 9	PR YR 24	LS N	TYPE GP	PRIOR YR PL TR260LRA
EXPIRATION DATE 3/28/2026		MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 2023	MAKE HM	MODEL HM8	VEHICLE IDENTIFICATION NUMBER 3GJ2FE1H6PM000500			TYPE TR	COLOR BLU/ONG	
CURRENT YEAR TAX	VEH EX TAX 8.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 8.00	CO. WHEEL/EX TAX 20.00		MUN. WHEEL/EX TAX 0.00		STATE REG FEE 25.35		ADMIN FEE 0.00	TOTAL 53.35	
PRIOR YEAR TAX	VEH EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/EX TAX 0.00		MUN. WHEEL/EX TAX 0.00		STATE REG FEE 0.00		ADMIN FEE 0.00	TOTAL 0.00	
REGISTRATION LICENSE TYPE GENERAL TRAILER NEW FORMAT 9,000													

CRYSTAL JEAN COOPER
2905 MORGAN TRL
MARTINSVILLE, IN 46151-6767

C
IINT

IMPORTANT REGISTRATION INFORMATION

The registrant acknowledges that the information provided on the front of this form is correct. The registrant understands that proof of financial responsibility (insurance) for this vehicle will be continuously maintained during the registration period. Additional taxes and/or fees may be due if an error or an adjustment to the amount due is made.

Indiana Bureau of Motor Vehicles | Indiana Government Center North | 100 N. Senate Ave., Indianapolis, IN, 46204

myBMV
Home

Plates And
Registrations

Vehicle
Titles

Licenses
And ID Cards

Driver
Records

Suspension &
Reinstatement

my
Information

Driver
Training

Sign Out

my Driver Records

View Your Driver Record

Official Driver Record

Pay Reinstatement Fees Online

Renew Your License, Permit or ID
Card

Add MotorCycle Endorsement

View Your Recent Driver Notices

Track Your Recent Renewals

Replace Your License, Permit or
ID Card

Surrender Driving Credential to
Obtain ID Card

Schedule Driving Test

Your Renewal Date

CDL Self-Certify Driver Type

Proceed to Checkout

my Driver Records

Welcome, CRYSTAL JEAN COOPER

Click to Verify - This site chose
VeriSign SSL for secure e-commerce
and confidential communications.
[ABOUT SSL CERTIFICATES](#)



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

License type: DRIVERS

License status: VALID

As of 09/03/2025 3:41 am
IINT

SR22: Not needed

Current points: 0

Endorsements: None

Pending Endorsements: None

Restrictions: B

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)

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

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points)

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
09/10/2018	0	SEAT BELT VIOLATION	08/27/2018	MARTINSVILLE CITY / 55H011809IF001716			No	No
03/30/2005	2	SPEEDING 65/55	03/17/2005	MONROE CIRCUIT #6 / 53C060503IF03238			No	No
12/26/2000	0	SEAT BELT VIOLATION	12/08/2000	MONROE CIRCUIT #6 / 53C060012IF16245			No	No
08/04/1997	4	SPEEDING 75/55	07/06/1997	MOORESVILLE TOWN / 55I019707IF1972			No	No

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
16	01/22/2019	2905 MORGAN TRL	MARTINSVILLE	IN	46151-6767
15	10/10/2017	2905 MORGAN TRL	MARTINSVILLE	IN	46151-6767
13	03/28/2009	512 TULIP TREE COURT	ELLETTSVILLE	IN	47429
12	03/11/2003	512 TULIP TREE COURT	ELLETTSVILLE	IN	47429
10	05/14/1999	2353 WINSLOW CT	BLOOMINGTON	IN	47401
9	08/22/2002	2353 WINSLOW CT	BLOOMINGTON	IN	47401
8	01/08/1999	PO BOX 240	BLOOMINGTON	IN	47402
7	01/12/1999	5466 W WOODLAND RD	ELLETTSVILLE	IN	47429
6	11/19/1997	1255 N MAPLE	BLOOMINGTON	IN	47404

5	12/18/1997	1255 N MAPLE	BLOOMINGTON	IN	47404
4	09/05/1996	100 E MILLER DR 80	BLOOMINGTON	IN	47401
3	09/05/1996	100 E MILLER DR 80	BLOOMINGTON	IN	47401
2	05/30/1996	100 E MILLER DR APT 80	BLOOMINGTON	IN	47401

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
16	01/22/2019	2905 MORGAN TRL	MARTINSVILLE	IN	46151-6767
14	10/10/2017	512 TULIP TREE CT	ELLETTSVILLE	IN	47429-1042
11	03/11/2003	512 TULIP TREE COURT	ELLETTSVILLE	IN	47429

Credential Issuance

Issue Date: 01/03/2025, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 01/03/2031

Interim Credential Issue Date: 1/22/2019, Expiration Date: 2/21/2019, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 13889428

Issue Date: 01/22/2019, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 01/03/2025

Issue Date: 05/15/2012, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 01/03/2019

Issue Date: 02/21/2007, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 01/03/2013

Issue Date: 03/11/2003, Amend License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 01/03/2007

Issue Date: 08/22/2002, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 01/03/2007

Issue Date: 12/22/1999, Duplicate License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 01/03/2003

Issue Date: 05/14/1999, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 01/03/2003

Issue Date: 01/12/1999, Duplicate License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 01/03/2003

Issue Date: 01/08/1999, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 01/03/2003

Issue Date: 12/18/1997, Duplicate License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 01/03/1999

Issue Date: 11/19/1997, Duplicate License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 01/03/1999

Issue Date: 09/05/1996, Duplicate License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 01/31/1999

Issue Date: 05/30/1996, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 01/31/1999

Remarks

No Remarks were found.

* End of Driver Record *

BUSINESS INFORMATION
DIEGO MORALES
INDIANA SECRETARY OF STATE
09/03/2025 04:09 AM

Business Details

Business Name: **LOS REYES, INC.** Business ID: **2006011000358**
Entity Type: **Domestic For-Profit Corporation** Business Status: **Active**
Creation Date: **01/10/2006** Inactive Date:
Principal Office Address: **2905 Morgan Trail, Martinsville, IN, 46151, USA** Expiration Date: **Perpetual**
Jurisdiction of Formation: **Indiana** Business Entity Report Due Date: **01/31/2026**
Years Due:

Governing Person Information

Title	Name	Address
Secretary	CRYSTAL COOPER	512 TULIP TREE COURT, ELLETTSVILLE, IN, 47429, USA
President	Crystal Cooper	2905 Morgan Trails, Martinsville, IN, 46151, USA
President	Crystal Cooper	2905 Morgan Trl, Martinsville, IN, 46151, USA
President	Crystal Cooper	2905 Morgan Trail, Martinsville, IN, 46151, USA
President	Crystal Cooper	2905 Morgan Trail, Martinsville, IN, 46151, USA

Incorporators Information

Name	Title	Address
CRAIG BENSON	Incorporator	P.O. BOX 5577, BLOOMINGTON, IN, 47407 - 5577, USA

Registered Agent Information

Type: **Individual**
Name: **CRYSTAL COOPER**
Address: **2905 Morgan Trail , Bethany, IN, 46151, USA**



COMMERCIAL PACKAGE POLICY
SUMMARY PAGE

Policy No. CAP 8526710 02	Transaction AMENDED DECLARATIONS ADD UNIT	Effective: 08/01/2025
Policy Period From 02/03/2025 to 02/03/2026 at 12:01 a.m. Standard Time at the described location		
Agent: Name and Phone GUY AGENCY 765-342-7950 5500705 55A		Address 1330 S JOSEPHINE ST MARTINSVILLE IN 46151-3234

Named Insured

LOS REYES INC
10 N MAIN ST
MARTINSVILLE IN 46151-1415

Business Description	Type of Business	Audit Period
RESTAURANT	INDIVIDUAL	

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

COVERAGE PART DESCRIPTION	PREMIUM
Commercial Auto	\$1,209.00

FULL TERM POLICY PREMIUM	\$	1,209.00
DEPOSIT PREMIUM	\$	1,209.00
THE ABOVE INCLUDES THE FOLLOWING TAXES AND SURCHARGES	\$	

Forms applicable to all Coverage Parts: See Attached Schedule

These Declarations together with the common policy conditions, coverage declarations, coverage form(s), and form(s) and endorsements, if any, issued, complete the above number policy.

Countersigned: AUGUST 5, 2025

Issued Date: 08/06/2025

By B. R. Ral
Authorized Representative



COMMERCIAL PACKAGE POLICY
BUSINESS AUTO COVERAGE PART

Policy No. CAP 8526710 02	Transaction AMENDED DECLARATIONS ADD UNIT	Effective: 08/01/2025
Policy Period From 02/03/2025 to 02/03/2026 at 12:01 a.m. Standard Time at the described location		
Agent: Name and Phone GUY AGENCY 765-342-7950 5500705 55A		Address 1330 S JOSEPHINE ST MARTINSVILLE IN 46151-3234

Named Insured

LOS REYES INC
10 N MAIN ST
MARTINSVILLE IN 46151-1415

Business Description RESTAURANT	Type of Business INDIVIDUAL
------------------------------------	--------------------------------

ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each coverage will apply only to those "autos" shown as covered "autos", indicated by the entry of one or more symbols from the COVEREDAUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTO SYMBOLS	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	7	\$ 1,000,000	\$206
AUTO MEDICAL PAYMENTS	7	\$ 5,000	\$2
UNINSURED MOTORISTS	7	\$	
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)	7	\$ 1,000,000	
COMPREHENSIVE	7	Actual Cash Value or Cost of Repair, whichever is less, minus the deductible stated in the Schedule of Covered Autos for each covered auto, but no deductible applies to loss caused by lightning or fire. See ITEM FOUR for hired or borrowed "autos".	\$382
SPECIFIED CAUSES OF LOSS		Actual Cash Value or Cost of Repair, whichever is less, minus \$25 deductible for each covered auto for loss caused by mischief or vandalism. See ITEM FOUR for hired or borrowed "autos".	
COLLISION	7	Actual Cash Value or Cost of Repair, whichever is less, minus the deductible stated in the Schedule of Covered Autos for each covered auto. See ITEM FOUR for hired or borrowed "autos".	\$619
TOWING AND LABOR		for each disablement of an "auto"	
Premium for Endorsements			
Estimated Total Premium			\$1,209

Forms and Endorsements Applicable to this policy

See Attached Forms Inventory

These Declarations together with the common policy conditions, coverage declarations, coverage form(s) and form(s) and endorsements, if any, issued, complete the above numbered policy.

Issued Date: 08/06/2025

Policy No.
CAP 8526710 02

Policy Period
From 02/03/2025 to 02/03/2026 at 12:01 a.m. Standard Time at the described location

ITEM THREE: SCHEDULE OF COVERED AUTOS YOU OWN

DESCRIPTION					PURCHASED	Additional Cost
Unit #	Year, Make & Model, Serial No. or Vehicle Identification Number				Original Cost New	
1	2023	UNIVERSAL FOOD	TRAILER	3GJ2FE1H6PM000500	40,000	
2	2025	REMOLQUES	TIMEN	3J9T1FE22SM057554	15,000	

CLASSIFICATION						LOCATION	
Unit #	CODE	Radius of Operation	Business Use	GVW or GCW	Seating Capacity	State	Territory
1	68199	LOCAL	Trailer			IN	130
2	68199	LOCAL	Trailer			IN	130

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES								
LIABILITY			AUTO MED PAY		UNINSURED MOTORIST		UNDERINSURED MOTORIST	
Unit #	LIMIT	Premium	LIMIT	Premium	LIMIT	Premium	LIMIT	Premium
1	1,000,000	123	5,000	1				
2	1,000,000	83	5,000	1				
		206		2				

COVERAGES - PREMIUM, LIMITS AND DEDUCTIBLES (Cont.)								
COMPREHENSIVE			COLLISION		TOWING & LABOR			
Unit #	Limit stated in ITEM TWO minus deductible shown below	Premium	Limit stated in ITEM TWO minus deductibles shown below	Premium	Limit per Disability	Premium		
1	500	246	1,000	426				
2	500	136	1,000	193				
		382		619				

Policy No. CAP 8526710 02
Policy Period From 02/03/2025 to 02/03/2026 at 12:01 a.m. Standard Time at the described location

ITEM FOUR:
SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS.

LIABILITY COVERAGE - RATING BASIS, COST OF HIRE				
STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (IF LIABILITY COVERAGE IS PRIMARY)	ESTIMATED PREMIUM
TOTAL PREMIUM				
The Cost of Hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or employees or their family members). Cost of Hire does not include charges for services performed by motor carriers of property or passengers.				
PHYSICAL DAMAGE COVERAGE				
COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH \$100 ANNUAL COST OF HIRE	PREMIUM
COMPREHENSIVE	Actual Cash Value, Cost of Repairs or \$ whichever is less minus \$ Ded. for each covered auto. But no deductible applies to loss caused by fire or lightning.			
SPECIFIED CAUSES OF LOSS	Actual Cash Value, Cost of Repairs or \$ whichever is less minus \$25 Ded. for each covered auto for loss caused by mischief or vandalism			
COLLISION	Actual Cash Value, Cost of Repairs or \$ whichever is less minus \$ Ded. for each covered auto.			
TOTAL PREMIUM				

ITEM FIVE:
SCHEDULE FOR NON-OWNERSHIP LIABILITY

Named Insured's Business	Rating Basis	Number	Premium
Other than a Social Service Agency	Number of Employees		
	Number of Partners		
Social Service Agency	Number of Employees		
	Number of Volunteers		



REGISTERED RETAIL MERCHANT CERTIFICATE

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

LOS REYES INCORPORATED
10 N MAIN ST
MARTINSVILLE IN 46151-1415

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



LOS REYES INCORPORATED
10 N MAIN ST
MARTINSVILLE IN 46151-1415

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

FEIN	20-4080376
LOC ID	0123032733-001
ISSUED	January 03, 2024
EXPIRES	January 31, 2026

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

COMMISSIONER

(Cut or Fold Here)

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Bobs Car Care
INSPECTOR'S NAME Jason Daniel INSPECTOR'S PHONE # 765-342-6385
DATE OF INSPECTION 9-10-25
NAME OF VENDOR Mexes Taco 1
VEHICLE YEAR 23 MAKE HM (Hummer) MODEL HM8
VIN 3G52FE1H6PM000S00

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	✓		
FLASHERS	✓		
REFLECTORS	✓		
HORN			N/A
WINDSHIELD WIPERS			N/A
MIRRORS			N/A
SEATBELTS			N/A
BUMPER HEIGHT			N/A
ALL WINDOWS	✓		
MUFFLER			N/A
TIRES	✓		
BRAKES	✓		
DOORS	✓		
GENERAL CONDITION OF VEHICLE			Good

Attach this completed Inspection Sheet with your permit or renewal application
and remit to:

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419

Additional Comments by Inspector: _____

Inspector Signature _____

Date:

**Attach this completed Inspection Sheet with your permit or renewal application
and remit to:**

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419

Mobile Food Establishment License

Monroe County Health Department

This is to certify that:

Reyes Taco
Crystal Cooper
2905 Morgan Trail
Martinsville, IN 46151

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



Issued:

2/20/2025

By

Sarah Rytterband MD

Monroe County Health Officer

2025

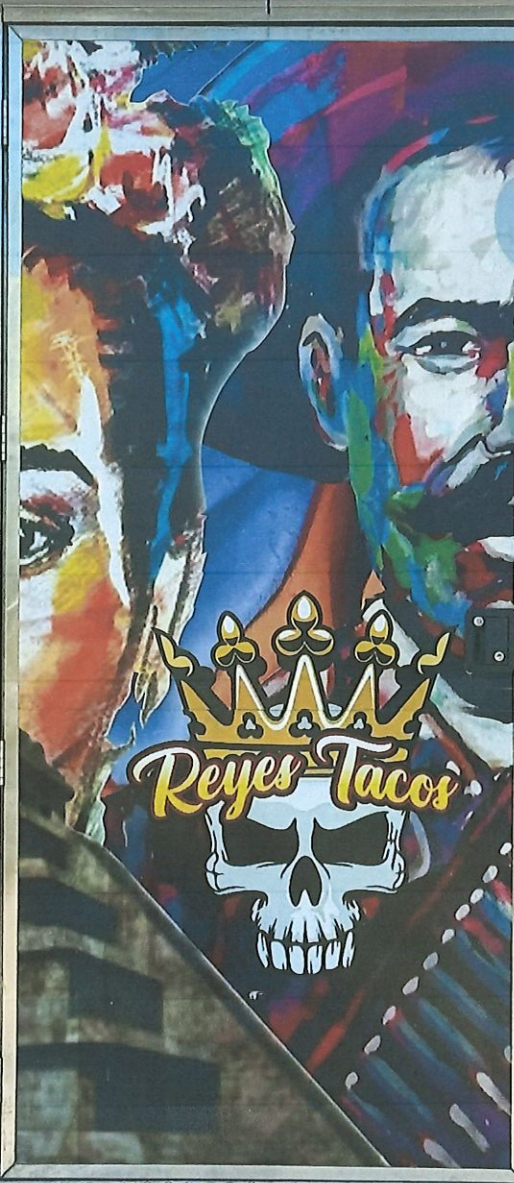
NON-NEGOTIABLE AND NOT TRANSFERABLE

PERMIT EXPIRES FEBRUARY 28, 2026

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Reyes-Tacos
skull logo



6TON
DAYTONA



812-837-7478

LOS REYES
MEXICAN RESTAURANT



The logo for Chubbies Burritos is a diamond-shaped emblem. The word "Chubbies" is written in a large, stylized, cursive font across the center. Below it, the word "BURRITOS" is written in a smaller, bold, sans-serif font, with each letter inside its own circle. The entire logo is set against a dark background with a light blue border.

812-837-7478

[illegible]





Bloomington Fire Department

PO Box 100
Bloomington IN 47402
812-332-9763

Mayor Kerry Thomson

Fire Chief Roger Kerr

Temporary Food Vendor

Fire Permit

Permit Number	Effective Date Range	Expiration Date
BFD-2025-0000090	09/05/2025 - 09/05/2026	09/05/2026

Business Name

Reyes Tacos # 1

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

Permit Contact

Usiel Reyes
Business Owner

--

usielreyesvaldez@icloud.com

Permit Signatures

Inspector Permit Signature

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



City of Bloomington Fire Department

PO Box 100
Bloomington Indiana 47402
812-332-9763

Mayor Kerry Thomson

Fire Chief Roger Kerr

Mobil Food Vendor

Current Date	Inspected by	Inspection Number	Completed at
09/12/2025	Yutmeyer, Jeff	BFD-2025-0004481	09/05/2025 09:25:50

Business Name	Address	City	State	Zip
Reyes Tacos # 1	2905 Morgan Trail	Martinsville Suite --	IN	46151

Fire Inspection Results

General:

ITEM: Hood Required ?

RESULT: Yes

CODE: IMC - 507.2.1 - Type I Hoods - Type I hoods shall be installed where cooking appliances produce grease or smoke as a result of the cooking process. Type I hoods shall be installed over medium-duty, heavy-duty and extra-heavy-duty cooking appliances. Type I hoods shall be installed over light-duty cooking appliances that produce grease or smoke. Exceptions: 1. A Type I hood shall not be required for an cooking appliance where an testing agency provides documentation that the appliance effluent contains 5 mg/m³ or less of grease when tested at an exhaust flow rate of 500 cfm (0.236 m³/s) in accordance with Section 17 of UL 710B. 2. Conveyor type pizza ovens not used to cook "raw fatty proteins" such as bone-in, skin-on chicken, raw hamburger, raw bacon, raw sausage, raw steaks, and similar items.

✓ Pass

ITEM: Hood serviced

CODE: Indiana Fire Code - 904.11.6.2 - Extinguishing system service. - Automatic fire-extinguishing systems shall be serviced at least every six months and after activation of the system. Inspection shall be by qualified individuals, and a certificate of inspection shall be forwarded to the fire code official upon

completion.

✓ Pass

ITEM: Hood Clean

✓ Pass

ITEM: Electrical

CODE: IMC - 507.2.1 - Type I Hoods - Type I hoods shall be installed where cooking appliances produce grease or smoke as a result of the cooking process. Type I hoods shall be installed over medium-duty, heavy-duty and extra-heavy-duty cooking appliances. Type I hoods shall be installed over light-duty cooking appliances that produce grease or smoke. Exceptions: 1. A Type I hood shall not be required for an cooking appliance where an testing agency provides documentation that the appliance effluent contains 5 mg/m³ or less of grease when tested at an exhaust flow rate of 500 cfm (0.236 m³/s) in accordance with Section 17 of UL 710B. 2. Conveyor type pizza ovens not used to cook "raw fatty proteins" such as bone-in, skin-on chicken, raw hamburger, raw bacon, raw sausage, raw steaks, and similar items.

ITEM: Any additional comments?

RESULT: No

Education:

ITEM: Number of contacts

RESULT: 1

Inspection Signatures

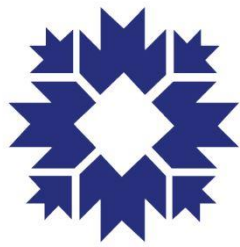
Occupancy Contact Signature

Usiel Reyes
Business Owner
usielreyesvaldez@icloud.com

Inspector Signature

Yutmeyer, Jeff
Deputy Fire Marshal
812-360-3507

Jeff.yutmeyer@bloomington.in.gov



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Project/Event:	Mobile Vendor in Right of Way
PW Resolution No:	2025-072
Petitioner/Representative:	Crystal Cooper, Owner of Los Reyes, Inc d/b/a Reyes Tacos Truck 2
Staff Representative:	Susan Coates
Meeting Date:	09/23/2025

Los Reyes, Inc d/b/a Reyes Tacos Truck 2, by its owner, Crystal Cooper, has applied for a Mobile Vendor License to operate a food truck/trailer. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will be selling food via a mobile kitchen, food truck or trailer.

This application is for 1 year.

Staff is supportive of the request.

RESOLUTION 2025-072
CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
Mobile Vendor in Public Right of Way
LOS REYES, INC D/B/A REYES TACOS TRUCK 2

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

WHEREAS, Los Reyes, Inc d/b/a Reyes Tacos Truck 2 (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

WHEREAS, the issuance of a Mobile Vendor License under Bloomington Municipal Code 4.28 requires Vendor to submit documentation to the City—set forth at Bloomington Municipal Code 4.28.050—including an independent safety inspection, an open burn permit issued by the City of Bloomington Fire Department, and all applicable permits required by the Monroe County Health Department;

WHEREAS, Vendor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.28.160 and signed the Release, Hold-Harmless, and Indemnification Agreement as required by Bloomington Municipal Code 4.28.090;

WHEREAS, Vendor desires to be able to use “City property” as defined in Bloomington Municipal Code 4.28.010, which includes public on-street parking, on a temporary and transient basis for the purpose of selling food via a mobile kitchen, food truck or trailer; and

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen, food truck or trailer for 1 year beginning 9/24/2025, and ending on 9/24/2026.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.

3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:

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

- d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
 - 1) City of Bloomington Farmers' Market;
 - 2) City of Bloomington Holiday Market;
 - 3) The Taste of Bloomington;
 - 4) Lotus World Music and Arts Festival;
 - 5) The Fourth Street Festival;
 - 6) Arts Fair on the Square;
 - 7) Strawberry Festival;
 - 8) Canopy of Lights;
 - 9) Fourth of July Parade; and
 - 10) Any other special events approved by the City Controller.

ADOPTED THIS THE 23rd DAY of SEPTEMBER, 2025.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-072 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

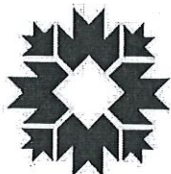
DocuSigned by:

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Crystal Cooper

Date: 9/15/2025

RESOLUTION 2025-072



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

Reyes Tacos
Truck 2

1. License Length and Fee Application

Length of
License: 1 Year - \$350

2. Applicant Information

Name:	CRYSTAL COOPER		
Title/Position:	PRESIDENT		
Date of Birth:	01/03/1978		
Address:	2905 MORGAN TRAIL		
City, State, Zip:	MARTINSVILLE, IN, 46151		
E-Mail Address:	CCOOPER@BLUEMARBLE.NET		
Phone Number:	8123270832	Mobile Phone:	

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

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.			
Name:	SAME AS ABOVE		
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

Received in ESD
SEP 12 2025

4. Company Information

Name of Employer:	LOS REYES INC (REYES TACOS 2)				
Address of Employer:	10 N MAIN STREET				
City, State, Zip:	MARTINSVILLE INDIANA 46151				
Employment Start Date:		End Date (If known):			
Phone Number:	765-352-1727				
Website / Email:					
Company is a:	☐ Limited Liability Corporation (LLC)	☒ Corporation	☐ Partnership	☐ Sole Proprietor	☐ Other:

5. Company Officer Information

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

Name	Address
CRYSTAL COOPER	2905 MORGAN TRAIL MARTINSVILLE IN 46151

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

Date of incorporation or organization:	01/10/2006
State of incorporation or organization:	INDIANA
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Planned hours of operation:	11AM TO 3AM
Place or places where you will conduct business (If private property, attach written permission from property owner):	VARIES,
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes ☒ No ☒ NO.
(If Yes) Provide details	WAS APPROVED LAST YEAR

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

☒	A copy of the Indiana registration for the vehicle
☒	Copy of a valid driver's license
☒	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
☒	Proof of an independent safety inspection of all vehicles to be used in the business (form included with app)
☒	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
☒	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business (included with application)
☒	A copy of the business's registration with the Indiana Secretary of State.
☐	A copy of the Employer ID number
☒	A signed copy of the Prohibited Location Agreement (included with application)
☒	A signed copy of the Standards of Conduct Agreement (included with application)
☒	Fire inspection (if required)
☐	Picture of truck or trailer
☐	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler License.

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
Received in ESD	<i>[Signature]</i>		

SEP 12 2025

Kerry Thomson

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

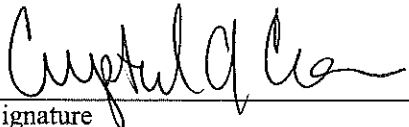
The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

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

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

CRYSTAL COOPER

Name, Printed



Signature

09/05/2025

Date Release Signed

Kerry Thomson

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Prohibited Location Agreement

Bloomington Municipal Code Section 4.28.140 prohibits Mobile Vendor Units from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement.

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

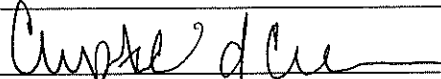
- No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- No mobile food vendor unit shall operate within fifty feet of any facade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the mobile food vendor unit is currently conducting business. The distance restriction only applies from one hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building.
- No mobile food vendor unit shall locate in an alleyway.
- Mobile food vendor units shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows.
- Mobile food vendor units shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the mobile food vendor unit to locate on said property.
- No mobile food vendor unit shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works.
- No mobile food vendor unit shall park on City property in violation of any City parking regulation, restriction, or ordinance. For example, if parking at one, or multiple, parking meters, the operator of the mobile food vendor unit shall feed all relevant parking meters with the required monetary amount.
- No mobile food vendor unit shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
- No mobile food vendor unit shall be located within fifteen feet of any fire hydrant.

- No mobile food vendor shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional.
- No mobile food vendor operating on private property shall displace required parking or landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible routes required for the private parking by the City's zoning code.
- No mobile food vendor unit shall be located more than one foot away from the curb of the street on which it is parked.
- No mobile food vendor unit shall park near an intersection and in a manner that blocks the line-of-sight of drivers using adjacent roadways.

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

Vendor:

Name: CRYSTAL COOPER

Signature: 

Date: 9/5/2025

Kerry Thomson

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Standard of Conduct Agreement

Bloomington Municipal Code Section 4.28.160 provides Standards of Conduct for all Mobile Vendor Units. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

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

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

- Before leaving any location each mobile food vendor unit shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the mobile food vendor unit.
- No mobile food vendor unit shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance
- Each mobile food vendor unit shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- Mobile food vendor units which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
 - Be placed approximately 20 feet from a building or structure;
 - Provide a barrier between the grill or device and the general public;
 - The spark, flame or fire shall not exceed 12 inches in height;
 - A fire extinguisher shall be within reaching distance of the mobile food vendor unit operator at all times;
- Mobile food vendor unit operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdictional limits, including, where possible, the removal of the mobile food vendor unit and cessation of such sales
- No mobile food vendor unit shall ever be left unattended
- Mobile food vendor units shall not be stored, parked or left overnight on any City property
- All mobile food vendor units which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap. Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- All mobile food vendor unit operators are required to collect and pay all applicable and appropriate sales taxes
- No mobile food vendor shall provide customer seating unless approval has been provided by the City's Board of Public Works and the City's Planning and Transportation Department
- All mobile food vendors shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- All mobile food vendors shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- No mobile food vendor shall have a drive-thru
- The decibels of any generator(s) associated with a mobile food vendor unit shall not exceed "70dBA".
 - Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the

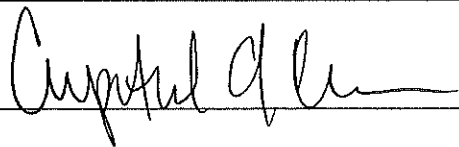
noise is being emitted on a sound level meter operated on the "A" weighting network (scale).

- No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
- Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
- The sound level measurement shall be determined as follows:
 - Calibrate the sound level meter within one (1) hour before use.
 - Set the sound level meter on the "A" weighted network at slow response.
 - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein. The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.
 - Recalibrate the sound level meter after use.
- It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement.

I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:

Name: CRYSTAL COOPER

Signature: 

Date: 09/05/2025



INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE 08/15/2025	PUR DATE 08/01/2025	COUNTY 55 - MORGAN	TP N	PL YR 25	PLATE 330I177	PL TP GP	WEIGHT 12	PR YR	LS N	TYPE	PRIOR YR PL
EXPIRATION DATE 2/28/2026		MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 2025	MAKE UNK	MODEL	VEHICLE IDENTIFICATION NUMBER 3J9T1FE22SM057554			TYPE TR	COLOR PLE/	
CURRENT YEAR TAX	VEH EX TAX 14.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 14.00	CO. WHEEL/EX TAX 20.00		MUN. WHEEL/EX TAX 0.00		STATE REG FEE 42.00	ADMIN FEE 0.00	TOTAL 76.00		
PRIOR YEAR TAX	VEH EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/EX TAX 0.00		MUN. WHEEL/EX TAX 0.00		STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00		
REGISTRATION LICENSE TYPE GENERAL TRAILER NEW FORMAT 12,000													

CRYSTAL JEAN COOPER
2905 MORGAN TRL
MARTINSVILLE, IN 46151-6767

C
SC

IMPORTANT REGISTRATION INFORMATION

The registrant acknowledges that the information provided on the front of this form is correct. The registrant understands that proof of financial responsibility (insurance) for this vehicle will be continuously maintained during the registration period. Additional taxes and/or fees may be due if an error or an adjustment to the amount due is made.

my Driver Records

[View Your Driver Record](#)

[Official Driver Record](#)

[Pay Reinstatement Fees Online](#)

[Renew Your License, Permit or ID Card](#)

[Add MotorCycle Endorsement](#)

[View Your Recent Driver Notices](#)

[Track Your Recent Renewals](#)

[Replace Your License, Permit or ID Card](#)

[Surrender Driving Credential to Obtain ID Card](#)

[Schedule Driving Test](#)

[Your Renewal Date](#)

[CDL Self-Certify Driver Type](#)

[Proceed to Checkout](#)

my Driver Records

Welcome, CRYSTAL JEAN COOPER!

Click to Verify - This site chose
VeriSign SSL for secure e-commerce
and confidential communications.
[ABOUT SSL CERTIFICATES](#)



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

License type: DRIVERS

As of 09/03/2025 3:41 am
IINT

License status: VALID

SR22: Not needed

Current points: 0

Endorsements: None

Pending Endorsements: None

Restrictions: B

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)

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

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points)

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
09/10/2018	0	SEAT BELT VIOLATION	08/27/2018	MARTINSVILLE CITY / 55H011809IF001716			No	No
03/30/2005	2	SPEEDING 65/55	03/17/2005	MONROE CIRCUIT #6 / 53C060503IF03238			No	No
12/26/2000	0	SEAT BELT VIOLATION	12/08/2000	MONROE CIRCUIT #6 / 53C060012IF16245			No	No
08/04/1997	4	SPEEDING 75/55	07/06/1997	MOORESVILLE TOWN / 55I019707IF1972			No	No

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
16	01/22/2019	2905 MORGAN TRL	MARTINSVILLE	IN	46151-6767
15	10/10/2017	2905 MORGAN TRL	MARTINSVILLE	IN	46151-6767
13	03/28/2009	512 TULIP TREE COURT	ELLETTSVILLE	IN	47429
12	03/11/2003	512 TULIP TREE COURT	ELLETTSVILLE	IN	47429
10	05/14/1999	2353 WINSLOW CT	BLOOMINGTON	IN	47401
9	08/22/2002	2353 WINSLOW CT	BLOOMINGTON	IN	47401
8	01/08/1999	PO BOX 240	BLOOMINGTON	IN	47402
7	01/12/1999	5466 W WOODLAND RD	ELLETTSVILLE	IN	47429
6	11/19/1997	1255 N MAPLE	BLOOMINGTON	IN	47404

5	12/18/1997	1255 N MAPLE	BLOOMINGTON	IN	47404
4	09/05/1996	100 E MILLER DR 80	BLOOMINGTON	IN	47401
3	09/05/1996	100 E MILLER DR 80	BLOOMINGTON	IN	47401
2	05/30/1996	100 E MILLER DR APT 80	BLOOMINGTON	IN	47401

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
16	01/22/2019	2905 MORGAN TRL	MARTINSVILLE	IN	46151-6767
14	10/10/2017	512 TULIP TREE CT	ELLETTSVILLE	IN	47429-1042
11	03/11/2003	512 TULIP TREE COURT	ELLETTSVILLE	IN	47429

Credential Issuance

Issue Date: 01/03/2025, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 01/03/2031

Interim Credential Issue Date: 1/22/2019, Expiration Date: 2/21/2019, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 13889428

Issue Date: 01/22/2019, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 01/03/2025

Issue Date: 05/15/2012, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 01/03/2019

Issue Date: 02/21/2007, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 01/03/2013

Issue Date: 03/11/2003, Amend License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 01/03/2007

Issue Date: 08/22/2002, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 01/03/2007

Issue Date: 12/22/1999, Duplicate License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 01/03/2003

Issue Date: 05/14/1999, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 01/03/2003

Issue Date: 01/12/1999, Duplicate License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 01/03/2003

Issue Date: 01/08/1999, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 01/03/2003

Issue Date: 12/18/1997, Duplicate License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 01/03/1999

Issue Date: 11/19/1997, Duplicate License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 01/03/1999

Issue Date: 09/05/1996, Duplicate License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 01/31/1999

Issue Date: 05/30/1996, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 01/31/1999

Remarks

No Remarks were found.

 * End of Driver Record *

BUSINESS INFORMATION
DIEGO MORALES
INDIANA SECRETARY OF STATE
09/03/2025 04:09 AM

Business Details

Business Name: **LOS REYES, INC.** Business ID: **2006011000358**
Entity Type: **Domestic For-Profit Corporation** Business Status: **Active**
Creation Date: **01/10/2006** Inactive Date:
Principal Office Address: **2905 Morgan Trail, Martinsville, IN, 46151, USA** Expiration Date: **Perpetual**
Jurisdiction of Formation: **Indiana** Business Entity Report Due Date: **01/31/2026**
Years Due:

Governing Person Information

Title	Name	Address
Secretary	CRYSTAL COOPER	512 TULIP TREE COURT, ELLETTSVILLE, IN, 47429, USA
President	Crystal Cooper	2905 Morgan Trails, Martinsville, IN, 46151, USA
President	Crystal Cooper	2905 Morgan Trl, Martinsville, IN, 46151, USA
President	Crystal Cooper	2905 Morgan Trail, Martinsville, IN, 46151, USA
President	Crystal Cooper	2905 Morgan Trail, Martinsville, IN, 46151, USA

Incorporators Information

Name	Title	Address
CRAIG BENSON	Incorporator	P.O. BOX 5577, BLOOMINGTON, IN, 47407 - 5577, USA

Registered Agent Information

Type: **Individual**
Name: **CRYSTAL COOPER**
Address: **2905 Morgan Trail , Bethany, IN, 46151, USA**



COMMERCIAL PACKAGE POLICY
SUMMARY PAGE

Policy No. CAP 8526710 02	Transaction AMENDED DECLARATIONS ADD UNIT	Effective: 08/01/2025
Policy Period From 02/03/2025 to 02/03/2026 at 12:01 a.m. Standard Time at the described location		
Agent: Name and Phone GUY AGENCY 765-342-7950 5500705 55A		Address 1330 S JOSEPHINE ST MARTINSVILLE IN 46151-3234

Named Insured

LOS REYES INC
10 N MAIN ST
MARTINSVILLE IN 46151-1415

Business Description	Type of Business	Audit Period
RESTAURANT	INDIVIDUAL	

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

COVERAGE PART DESCRIPTION	PREMIUM
Commercial Auto	\$1,209.00

FULL TERM POLICY PREMIUM \$ 1,209.00

DEPOSIT PREMIUM \$ 1,209.00

THE ABOVE INCLUDES THE FOLLOWING TAXES AND SURCHARGES \$

Forms applicable to all Coverage Parts: See Attached Schedule

These Declarations together with the common policy conditions, coverage declarations, coverage form(s), and form(s) and endorsements, if any, issued, complete the above number policy.

Countersigned: AUGUST 5, 2025

Issued Date: 08/06/2025

By

Authorized Representative



COMMERCIAL PACKAGE POLICY
BUSINESS AUTO COVERAGE PART

Policy No. CAP 8526710 02	Transaction AMENDED DECLARATIONS ADD UNIT	Effective: 08/01/2025
Policy Period From 02/03/2025 to 02/03/2026 at 12:01 a.m. Standard Time at the described location		
Agent: Name and Phone GUY AGENCY 765-342-7950 5500705 55A		Address 1330 S JOSEPHINE ST MARTINSVILLE IN 46151-3234

Named Insured

LOS REYES INC
10 N MAIN ST
MARTINSVILLE IN 46151-1415

Business Description RESTAURANT	Type of Business INDIVIDUAL
------------------------------------	--------------------------------

ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each coverage will apply only to those "autos" shown as covered "autos", indicated by the entry of one or more symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTO SYMBOLS	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	7	\$ 1,000,000	\$206
AUTO MEDICAL PAYMENTS	7	\$ 5,000	\$2
UNINSURED MOTORISTS	7	\$	
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)	7	\$ 1,000,000	
COMPREHENSIVE	7	Actual Cash Value or Cost of Repair, whichever is less, minus the deductible stated in the Schedule of Covered Autos for each covered auto, but no deductible applies to loss caused by lightning or fire. See ITEM FOUR for hired or borrowed "autos".	\$382
SPECIFIED CAUSES OF LOSS		Actual Cash Value or Cost of Repair, whichever is less, minus \$25 deductible for each covered auto for loss caused by mischief or vandalism. See ITEM FOUR for hired or borrowed "autos".	
COLLISION	7	Actual Cash Value or Cost of Repair, whichever is less, minus the deductible stated in the Schedule of Covered Autos for each covered auto. See ITEM FOUR for hired or borrowed "autos".	\$619
TOWING AND LABOR		for each disablement of an "auto"	
Premium for Endorsements			
Estimated Total Premium			\$1,209

Forms and Endorsements Applicable to this policy

See Attached Forms Inventory

These Declarations together with the common policy conditions, coverage declarations, coverage form(s) and form(s) and endorsements, if any, issued, complete the above numbered policy.

Issued Date: 08/06/2025

Policy No.
CAP 8526710 02
Policy Period
From 02/03/2025 to 02/03/2026 at 12:01 a.m. Standard Time at the described location
ITEM THREE: SCHEDULE OF COVERED AUTOS YOU OWN

DESCRIPTION							PURCHASED		Additional Cost
Unit #	Year, Make & Model, Serial No. or Vehicle Identification Number				Original Cost New				
1	2023	UNIVERSAL FOOD	TRAILER	3GJ2FE1H6PM000500	40,000				
2	2025	REMOLQUES	TIMEN	3J9T1FE22SM057554	15,000				
CLASSIFICATION								LOCATION	
Unit #	CODE	Radius of Operation	Business Use	GVW or GCW	Seating Capacity	State Territory			
1	68199	LOCAL	Trailer			IN 130			
2	68199	LOCAL	Trailer			IN 130			
COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES									
LIABILITY			AUTO MED PAY		UNINSURED MOTORIST		UNDERINSURED MOTORIST		
Unit #	LIMIT	Premium	LIMIT	Premium	LIMIT	Premium	LIMIT	Premium	
1	1,000,000	123	5,000	1					
2	1,000,000	83	5,000	1					
		206			2				
COVERAGES - PREMIUM, LIMITS AND DEDUCTIBLES (Cont.)									
COMPREHENSIVE			COLLISION		TOWING & LABOR				
Unit #	Limit stated in ITEM TWO minus deductible shown below	Premium	Limit stated in ITEM TWO minus deductible shown below	Premium	Limit per Disabling	Premium			
1	500	246	1,000	426					
2	500	136	1,000	193					
		382			619				

Policy No. CAP 8526710 02
Policy Period From 02/03/2025 to 02/03/2026 at 12:01 a.m. Standard Time at the described location

ITEM FOUR:
SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS.

LIABILITY COVERAGE - RATING BASIS, COST OF HIRE				
STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (IF LIABILITY COVERAGE IS PRIMARY)	ESTIMATED PREMIUM
TOTAL PREMIUM				
The Cost of Hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or employees or their family members). Cost of Hire does not include charges for services performed by motor carriers of property or passengers.				
PHYSICAL DAMAGE COVERAGE				
COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH \$100 ANNUAL COST OF HIRE	PREMIUM
COMPREHENSIVE	Actual Cash Value, Cost of Repairs or \$ whichever is less minus \$ Ded. for each covered auto. But no deductible applies to loss caused by fire or lightning.			
SPECIFIED CAUSES OF LOSS	Actual Cash Value, Cost of Repairs or \$ whichever is less minus \$25 Ded. for each covered auto for loss caused by mischief or vandalism			
COLLISION	Actual Cash Value, Cost of Repairs or \$ whichever is less minus \$ Ded. for each covered auto.			
TOTAL PREMIUM				

ITEM FIVE:
SCHEDULE FOR NON-OWNERSHIP LIABILITY

Named Insured's Business	Rating Basis	Number	Premium
Other than a Social Service Agency	Number of Employees		
	Number of Partners		
Social Service Agency	Number of Employees		
	Number of Volunteers		

REGISTERED RETAIL MERCHANT CERTIFICATE

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

LOS REYES INCORPORATED
10 N MAIN ST
MARTINSVILLE IN 46151-1415

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



LOS REYES INCORPORATED
10 N MAIN ST
MARTINSVILLE IN 46151-1415

FEIN 20-4080376
LOC ID 0123032753-001
ISSUED January 03, 2024
EXPIRES January 31, 2026

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

Robert J. Guerrero

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

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

CITY OF BLOOMINGTON

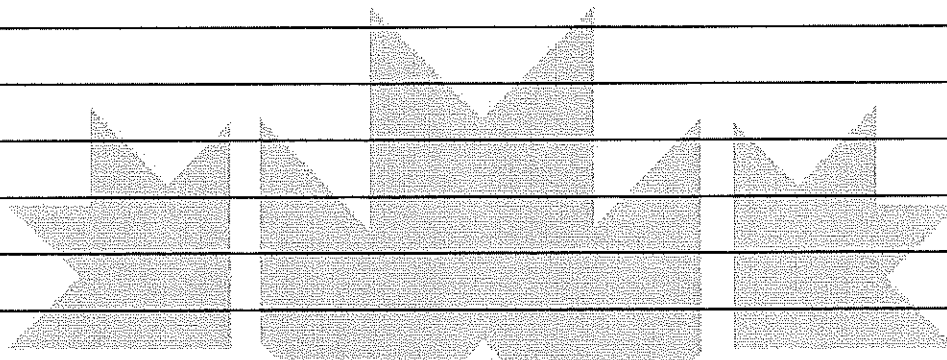
MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Bob's Car Care
INSPECTOR'S NAME Jason Daniel INSPECTOR'S PHONE # 765-342-6385
DATE OF INSPECTION 9-10-25
NAME OF VENDOR Reyes Taco 2
VEHICLE YEAR 2025 MAKE UNK MODEL N/A
VIN 3J9T4FE22S M057554

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	✓		
FLASHERS	✓		
REFLECTORS	✓		
HORN			N/A
WINDSHIELD WIPERS			N/A
MIRRORS			N/A
SEATBELTS			N/A
BUMPER HEIGHT			N/A
ALL WINDOWS	✓		
MUFFLER			N/A
TIRES	✓		
BRAKES	✓		
DOORS	✓		
GENERAL CONDITION OF VEHICLE			Great

Attach this completed Inspection Sheet with your permit or renewal application
and remit to:

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419



CITY OF BLOOMINGTON INDIANA

9-10-75

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419





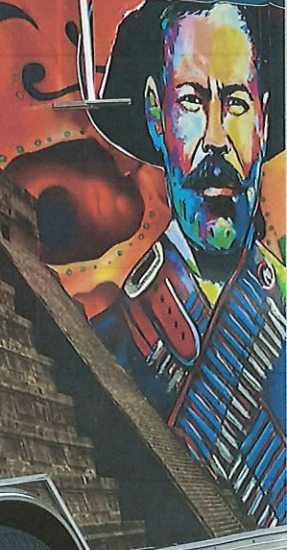
LOS REYES
MEXICAN RESTAURANT

 **Reyes Tacos**

 **Reyes Tacos**

 **Reyes Tacos**

 **Reyes Tacos**

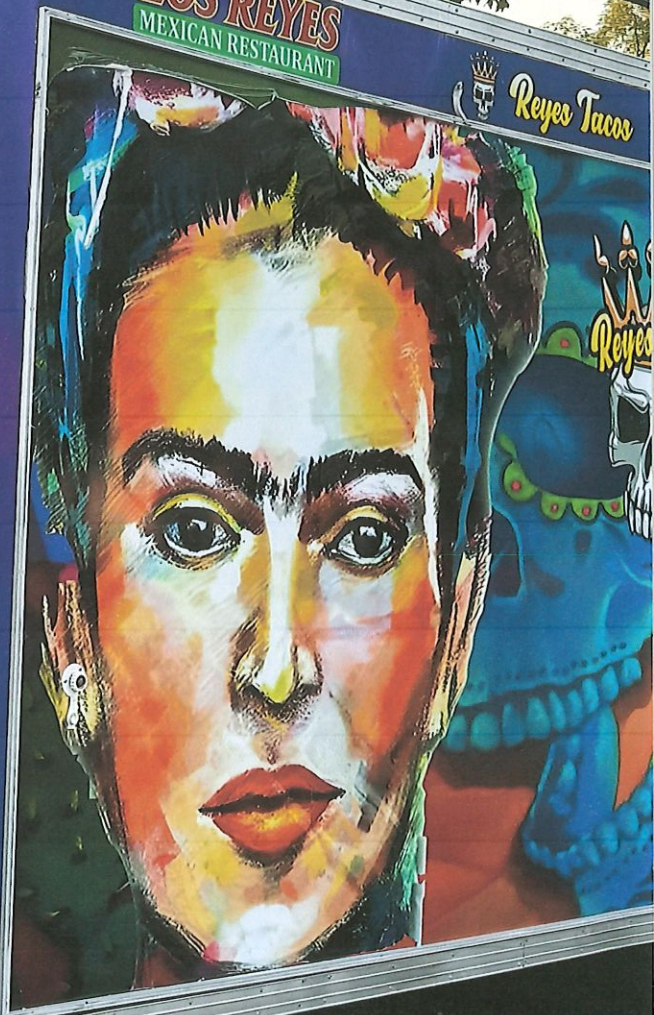






LOS REYES
MEXICAN RESTAURANT

Reyes Tacos



Mobile Food Establishment License

Monroe County Health Department

This is to certify that:

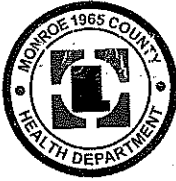
Reyes Tacos 2

Crystal Cooper

118 E Kirkwood Ave

Bloomington, IN 47408

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



Issued:

9/11/2025

By

Janet Rytenband MD
Monroe County Health Officer

2025

NON-NEGOTIABLE AND NOT TRANSFERABLE

PERMIT EXPIRES FEBRUARY 28, 2026



Bloomington Fire Department

PO Box 100
Bloomington IN 47402
812-332-9763

Mayor Kerry Thomson

Fire Chief Roger Kerr

Temporary Food Vendor

Fire Permit

Permit Number	Effective Date Range	Expiration Date
BFD-2025-0000091	09/05/2025 - 09/05/2026	09/05/2026

Business Name

Reyes Tacos #2

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

Permit Contact

Usiel Reyes
Business Owner

--

usielreyesvaldez@icloud.com

Permit Signatures

Inspector Permit Signature

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



City of Bloomington Fire Department

PO Box 100
Bloomington Indiana 47402
812-332-9763

Mayor Kerry Thomson

Fire Chief Roger Kerr

Mobil Food Vendor

Current Date	Inspected by	Inspection Number	Completed at
09/12/2025	Yutmeyer, Jeff	BFD-2025-0004482	09/05/2025 09:59:30

Business Name	Address	City	State	Zip
Reyes Tacos #2	2905 Morgan Trail	Martinsville	IN	46151
		Suite		
	2905 MORGAN TRAIL, MARTINSVILLE, IN, 46151			

Fire Inspection Results

General:

ITEM: Hood Required ?

RESULT: Yes

CODE: IMC - 507.2.1 - Type I Hoods - Type I hoods shall be installed where cooking appliances produce grease or smoke as a result of the cooking process. Type I hoods shall be installed over medium-duty, heavy-duty and extra-heavy-duty cooking appliances. Type I hoods shall be installed over light-duty cooking appliances that produce grease or smoke. Exceptions: 1. A Type I hood shall not be required for an cooking appliance where an testing agency provides documentation that the appliance effluent contains 5 mg/m³ or less of grease when tested at an exhaust flow rate of 500 cfm (0.236 m³/s) in accordance with Section 17 of UL 710B. 2. Conveyor type pizza ovens not used to cook "raw fatty proteins" such as bone-in, skin-on chicken, raw hamburger, raw bacon, raw sausage, raw steaks, and similar items.

✓ Pass

ITEM: Hood serviced

CODE: Indiana Fire Code - 904.11.6.2 - Extinguishing system service. - Automatic fire-extinguishing systems shall be serviced at least every six months and after activation of the system. Inspection shall be by qualified individuals, and a certificate of inspection shall be forwarded to the fire code official upon

completion.

✓ Pass

ITEM: Hood Clean

✓ Pass

ITEM: Electrical

CODE: IMC - 507.2.1 - Type I Hoods - Type I hoods shall be installed where cooking appliances produce grease or smoke as a result of the cooking process. Type I hoods shall be installed over medium-duty, heavy-duty and extra-heavy-duty cooking appliances. Type I hoods shall be installed over light-duty cooking appliances that produce grease or smoke. Exceptions: 1. A Type I hood shall not be required for an cooking appliance where an testing agency provides documentation that the appliance effluent contains 5 mg/m³ or less of grease when tested at an exhaust flow rate of 500 cfm (0.236 m³/s) in accordance with Section 17 of UL 710B. 2. Conveyor type pizza ovens not used to cook "raw fatty proteins" such as bone-in, skin-on chicken, raw hamburger, raw bacon, raw sausage, raw steaks, and similar items.

ITEM: Any additional comments?

RESULT: No

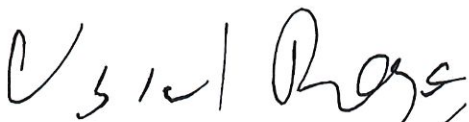
Education:

ITEM: Number of contacts

RESULT: 1

Inspection Signatures

Occupancy Contact Signature



Uziel Reyes
Business Owner
usielreyesvaldez@icloud.com

Inspector Signature



Yutmeyer, Jeff
Deputy Fire Marshal
812-360-3507



Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Street Division

Staff Representative: Cheyenne Bowlen

Meeting Date: September 23, 2025

The following existing street light locations will be converted from older, legacy sodium vapor street lights to modern and efficient Light Emitting Diode (LED) technologies as part of the Department of Public Works (DPW) LED Light Conversion Program.

The streetlights will consist of LED full cut off roadway style fixtures mounted on existing poles. These lights will be leased through Duke Energy with the City paying for ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services. All of the costs associated with street lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

1. Location: **W 3rd St between S Buckner St and S Fairview St**
Fixture: Four (4) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$26.36
2. Location: **W Fountain Dr and N Adams St**
Fixture: One (1) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$6.59
3. Location: **S Walker St between W 1st St and W 2nd St**
Fixture: One (1) 150W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$9.99
4. Location: **W 9th St between N Elm St and N Fairview St**
Fixture: Three (3) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$19.77
5. Location: **W 16th St and N Monroe St**
Fixture: One (1) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$6.59



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham
FROM: Cheyenne Bowlen
DATE: September 23, 2025
RE: Outdoor Lighting Service Agreement with Duke Energy at W 3rd Street between S Buckner Street and S Fairview Street

Contract Recipient/Vendor Name:	Duke Energy
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Cheyenne Bowlen
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2046
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-781
Due Date For Signature:	September 23, 2025
Expiration Date of Contract:	12/31/2035
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	Mo. Costs \$26.36
Funding Source:	2202-20-200000-53520
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Cheyenne Bowlen

Summary of Contract:

Location: W 3rd St between S Buckner St and S Fairview St

Fixture: Four (4) 50W LED Roadway fixtures mounted on exiting poles

Estimated Monthly Charge: \$26.36

Note: Duke has, via email, refused to execute the statutorily required E-Verify, Non-Collusion, and Non-Discrimination provisions.

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$26.36 MO

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		Yes	No
# of Submittals:			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:

Duke Energy is a sole source provider for street light installation within the public right of way. The City leases street lights from Duke Energy and pays for the installation costs, energy, and maintenance costs with Duke providing the maintenance services. The City does not have the labor force or equipment necessary to provide maintenance services for over 3,000 street lights within the public right of way.

 Cheyenne Bowlen

Print/Type Name

 Asset Clerk

Print/Type Title

 Street Division

Department



INDIANA LIGHTING SERVICE AGREEMENT

Customer Information:
200 W. 3RD ST

Project Information:
CITY OF BLOOMINGTON
BLOOMINGTON Indiana 47401-2433

CHEYENNE.BOWLEN@BLOOMIN
GTON.IN.GOV

Installation Number:
7010242764

Account Number:
9101 2294 7170

Duke Energy Representative Contact Info:
Jordan Anderson

Work Order Number:
56851574

This Lighting Service Agreement is hereby entered into this 13th day of February., 2025, between Duke Energy (hereinafter called the "Company") and CITY OF BLOOMINGTON (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LED and Service Regulations, or its successor, as the same is on file with the Indiana Public Service Commission (INDIANA UTILITY REGULATORY COMMISSION) and as may be amended and subsequently filed with the INDIANA UTILITY REGULATORY COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the INDIANA UTILITY REGULATORY COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature _____

Date Signed _____

Duke Energy Representative Jordan Anderson

Date Signed 9/2/2025

Summary of Estimated Charges					
Minimum Service Term	Initial Monthly Cost	Total Early Termination Charges	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
10 Years (120) Months	26.36	0.00	0.00	3163.20	26.36

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment	Maintenance	Energy	Unit Total	Sub-Total
R	004	Light Fixture Cobra Drop Lens High Pressure Sodium 100W	0.00	0.00	0.00	0.00	0.00
I	004	Light Fixture Roadway LED 50W Gray Type III 3000K	3.06	2.31	1.22	6.59	26.36
		Subtotals:	\$0	\$0	\$0		
		Estimated Monthly Charge					\$26.36



OUTDOOR LIGHTING LED SERVICE AGREEMENT

PROPOSALS ARE VALID FOR 90 DAYS FROM THE DATE ON THE AGREEMENT AND MUST BE SIGNED AND RETURNED BEFORE THE PROPOSAL EXPIRATION DATE.

See Section I for lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts listed.

IN WITNESS WHEREOF, Company and Customer (each individually a "Party" or collectively the "Parties") hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Outdoor Lighting LED Service Agreement ("Agreement") is made and entered into by Duke Energy Indiana, LLC an Indiana limited liability corporation (hereafter, "Company"). Company is a subsidiary of Duke Energy Corporation. Neither Duke Energy Corporation nor any of its other subsidiaries and/or affiliated companies are parties to this Agreement.

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment ("Equipment") to provide, operate and maintain the System. In Company's sole discretion, the cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement.
- 1.2 Costs quoted excludes Commission approved tariff riders and sales tax.

A. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

****CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE**

Impact Watts = the energy used by the lamp watts plus ballast watts.

- | | |
|--|---|
| a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours. | c. Annual kWh divided by twelve (12) months equals monthly kWh. |
| b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh). | d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item. |

LIGHTING LAYOUT DESIGN DISCLAIMER

Company will install the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number, and types of lights). Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum foot-candle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

- 2.1 HOURS OF OPERATION are either the typical dusk-to-dawn photoelectric cell automatically operated System or as prescribed by a schedule agreed upon by the Company and the Customer. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. In Company's sole discretion, there may be assessed a monthly estimated energy usage based on either i) luminaire impact wattage and lamp source equally over twelve months (See Section I - A, above); ii) metered using actual energy usage plus a monthly meter charge; or iii) based upon a calculation related to an agreed upon schedule of usage and the luminaire impact wattage.

SECTION III. – ENERGY USAGE COST CALCULATION

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 3 of this Agreement and adding any energy Commission approved tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the Commission and shall be deemed a part of this Agreement.

SECTION IV. – SYSTEM MAINTENANCE

- 4.1 Company provided routine maintenance ("Maintenance") includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common Equipment. Acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Maintenance also covers ordinary wear and tear but only from Customer's proper use of the System. Repairs or replacements requested as a result of Customer caused damage will be performed on a time and material cost basis, in which instance i) an estimate of costs will be provided to the Customer; and ii) Customer agrees to pay for all such costs before the work begins. Company reserves the right, in its sole discretion, to charge Customer for repair costs incurred due to vandalism.
- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. Customer herein acknowledges that different types of lighting Equipment have different life spans and that lighting Equipment suppliers may also discontinue manufacture of certain Equipment. End of useful life for a System will be determined by the Company, in Company's sole discretion.
- 4.4 Company reserves the right to update or modify the monthly Maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one-hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V. – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable Commission approved tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due is summarized on Page 2 of this Agreement and are current at the time the Agreement is executed. A monthly bill will be rendered and due each month in accordance with the applicable Commission approved tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this System shall be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI. – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement shall be in accordance with the Option indicated on Page 2 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effect for successive automatic one-year extensions unless terminated by either Party upon sixty (60) days prior written notice.

SECTION VII. – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions governing the System are set forth in Exhibit "B" and incorporated herein by reference and made a part of this Agreement.
- 7.2 Supplementary Terms and Conditions governing certain NonResidential Smart Saver Program rebates and incentives (which Company makes available to certain Customers and which may be supplementary to the provision of the System) are set forth in Exhibit "C" and incorporated herein by reference and made a part of this Agreement.
- 7.3 This Agreement constitutes the final written expression between the Parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. Nothing herein shall preclude either Party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.4 This Agreement, the construction of this Agreement, all rights and obligations between the Parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the work is rendered without regard to its conflict of laws provisions.

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

1. All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement, for any reason whatsoever, shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other work by Company.
2. If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System, to be determined at the sole discretion Company, plus System removal costs.
3. The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
4. Service under this rate schedule shall be for a minimum initial term of ten (10) years from the commencement of service and shall continue until terminated by either Party by sixty (60) days prior written notice. Upon early termination of service under this schedule, the Customer shall pay an amount equal to the remaining monthly lease amount for the term of contract, applicable Customer Charges and removal cost of the facilities.
5. Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary; and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
6. Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
7. Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third-party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the Company. Company is not liable for any incidental, punitive, exemplary and/or consequential damages of any kind or nature arising under this Agreement COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
8. If a breach or default occurs, the non-breaching Party shall provide the breaching Party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching Party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching Party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching Party, at its sole discretion, shall provide notice to the breaching Party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, pandemics or epidemics, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
9. Customer desiring a Company-installed System on a public right-of-way or on other property not under Customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining all easements and/or all applicable property rights.
10. Company reserves the right to refuse to install Company Equipment on another's property; however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System Equipment.
11. Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned Equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If, in Company's sole discretion, the structure becomes unsuitable, or unsafe to support Company-owned Equipment, the Company retains the right to remove the Equipment from the structure. If Company Equipment is removed under these conditions, Customer shall pay Company a pro-rated amount for the removed Equipment plus removal costs minus salvage value.
12. When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount (if any) to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium, light emitting diode). Any such agreed upon changes will be documented either by a new or an amended Agreement. New Equipment added to the System will require a new Agreement.
13. If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
14. This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns
15. Each Party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
16. No delay of or omission in the exercise of any right, power or remedy accruing to any Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
17. Neither Party shall assign this Agreement without the prior written consent of the other Party, which consent, if given shall not relieve the Party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS

These Supplementary Terms and Conditions (the "Supplementary Terms and Conditions") shall apply to all Nonresidential Smart Saver® Program ("Program") Customer applications for i) Program pre-approval or pre-qualification, and ii) all applications for Program rebates/incentive payments; both applications as set forth herein as Attachment 1 to Exhibit C (collectively termed the "Application").

Program Rebate/Incentive Eligibility

- Only nonresidential Customer premises served by an active Company electric account that are eligible under applicable state regulations and are opted into the applicable Energy Efficiency Rider are eligible. Customers may call 866.380.9580 to verify eligibility. Written Customer consent is required to release eligibility status to a third party.
- Any Equipment which, either separately or as part of a project, has received a rebate/incentive from the Program or any other Company program is ineligible.
- Equipment and/or services provided to the Customer for free are not eligible for rebate/incentive payments. In no case will Company pay a rebate/incentive in excess of the actual cost of the new Equipment.
- If a Customer application is received with incomplete or inaccurate information, Company will notify the Customer(s). In order to be eligible for rebates/incentives, corrected applications must be resubmitted to Company by the end of the calendar year in which the original Application was submitted or within 90 days, whichever is later.
- To be eligible for rebates/incentives, the Customer who is receiving the rebate/incentive may be required to provide a Social Security number as the federal tax identification number for tax purposes and must sign and return the "Customer Consent to Release Personal Information" form ("Consent Form"), which will be provided by Company.

Program Monitoring, Verification, and Right to Inspect

- Company may require verification of both the sales transaction and Equipment installation and operability prior to any Program rebate/incentive payment.
- If monitoring of the Equipment is required by Company, payments will be based on the verified savings as measured by Company.
- Company may conduct random site inspections of the Equipment both prior to and after completion to verify scope and operability, and obtain information needed to determine the rebate/incentive.

Program Rebate/Incentive Payment

- Applications for payment, along with the required documentation, must be submitted within 90 calendar days of Equipment installation and operability.
- Program rebates/Incentives will not be paid until the eligible Equipment has been installed, is able to operate, and, if required by Company, Company has completed verification as set forth in "Program Monitoring, Verification and Right to Inspect" above.
- The Customer's account must be active and eligible throughout the process of Application review and rebate/incentive payment. Rebate/Incentive payments will not be issued on inactive accounts. A waiver signed by the original Customer is required if the Customer of record changes prior to rebate/incentive payment.
- The Customer assumes all responsibilities for any and all tax liabilities resulting from Company rebate/incentive payment.
- By accepting the Program rebate/incentive payment, the Customer agrees to transfer to Company the rights to all Attributes of the Equipment or its operation. Attributes include, but are not limited to, any and all credits, benefits, emissions reductions, offsets and allowances resulting from the avoidance of the emission of any substance into the air, soil or water at or by Company generating facilities through reduced generation of energy or other savings or offsets resulting from the Equipment. The Customer will not claim ownership of any Attributes. Additionally, the Customer will transfer to Company the right to bid any energy efficiency, coincident demand and demand response resources associated with the projects into regional transmission organization (RTO) or independent system operator (ISO) markets.
- Company may withhold payment if the Equipment is no longer in operation in the applicable jurisdiction.

Program Disclaimers; Release of Liability

- The Company, in its sole discretion, reserves the right to change (at any time) the Program Rebate/Incentive levels and/or qualifying efficiency levels. In addition, Company (in its sole discretion) retains the right to adjust or terminate the approved Program rebate/incentive amount at any time whether due to regulatory requirements, measurement, verification and evaluation results, codes and standards, Equipment pricing, or for any other reason.
- Company reserves the right to limit Program rebate/incentive funds to a first-come, first-served basis.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS, (CON'T)**Program Customer Certification**

As evidenced by Customer's signature below, Customer herein certifies as follows:

- a. *that the premise for which Customer is applying for Program rebates/incentives is served by Company (or an affiliate of Company)*
- b. *that the Customer information provided herein is accurate and complete;*
- c. *that Customer has purchased and installed the Equipment (indicated herein) for the business facility listed herein and not for resale;*
- d. *that the proposed rebate/incentive payment from Company is subject to change based on verification and Company approval;*
- e. *That Customer agrees to Company's verification of both the sales transaction and Equipment installation which may include a site inspection from a Company representative or Company agent;*
- f. *that Customer is not allowed to receive more than one Program rebate/incentive from Company on any piece of Equipment;*
- g. *that Customer's participation in the Program may be taxable;*
- h. *that Customer is solely responsible for paying all taxes;*
- i. *that Company does not endorse any particular manufacturer, product or system design within the Program;*
- j. *that Customer understands and agrees that: i) to the extent Company has acquired any applicable underlying manufacturer Equipment warranties ("Manufacturer Warranties"), Company (and not Customer) shall directly engage the underlying manufacturer to secure applicable remedies for the Customer for the duration of the Manufacturer Warranties; and ii) following expiration of any Manufacturer Warranties, Company does not expressly or implicitly offer any other warranties and does not warrant the performance of any installed Equipment ; and*
- k. *that Company does not warrant that the installed Equipment meets applicable building codes or safety standards*

Program Customer Indemnification

As evidenced by the Customer's signature below, Customer herein further agrees as follows:

Customer shall indemnify, defend, hold harmless and release Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against all claims, demands, causes of actions, liabilities, losses, damages and/or expenses (including reasonable attorney fees) resulting from (or alleged to result from) the installation, operation and/or disposal of the Equipment (and related materials) covered herein; including all liability from incidental, punitive, exemplary and/or consequential damages.

Program Miscellaneous Provisions

- a) *If any part, term, or provision of this Exhibit C is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.*
- b) *This Exhibit C contains the entire agreement of the Parties relating to the Program and supersedes all prior and contemporaneous agreements, understandings, usages of trade and courses of dealing (whether written or oral) pertaining to the Program. This Exhibit C may only be modified by a written agreement signed by both Parties expressly modifying Exhibit C.*
- c) *All Disclaimer, Certifications, Liability and/or Indemnification provisions set forth in Exhibit C shall survive the termination, cancellation, or expiration of Exhibit C and of the Agreement. In the event of a Program related conflict between the terms of the Agreement and the terms of Exhibit C, the terms of Exhibit C shall govern.*
- d) *This Exhibit C, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.*
- e) *Each party to this Exhibit C represents that it is sophisticated and capable of understanding all of the terms of this Exhibit C, that it has had an opportunity to review this Exhibit C with its counsel, and that it enters this Exhibit C with full knowledge of the terms of this Exhibit C.*
- f) *No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Exhibit C shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.*
- g) *Neither Party shall assign this Exhibit C without the prior written consent of the other Party, which consent, if given shall not relieve the Party of making such assignment from full responsibility for the fulfillment of its obligations under this Exhibit C. PROVIDED, THAT the Company may assign this Exhibit C to its parent or any subsidiary entity or to an affiliate.*

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS, (CON'T)

Program Attestation

By signing below, I _____ [Customer name] agree to the following.

- I do hereby consent to Company disclosing my Account Number and/or Federal Tax ID Number to its subcontractors solely for the purpose of administering Company's Smart \$aver Business program. I understand that such subcontractors are contractually bound to otherwise maintain my Company Account Number and/or Federal Tax ID Number in the strictest of confidence.
- I have read and agree to the Supplemental Terms and Conditions of the Program
- I certify that I meet the eligibility requirements of the Program, as applicable, and that all information provided within my Application is correct to the best of my knowledge.
- I certify that the taxpayer identification number provided in my Application is current and correct. I am not subject to backup withholding because: (a) I am exempt from backup withholding; (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding. I am a U.S. citizen (includes a U.S. resident alien).

CUSTOMER SIGNATURE REQUIRED

By signing below, I certify that I have read and agree to the terms of the Program as set forth in Exhibit C (Supplemental Terms and Conditions) which encompasses all Program Attestations, Certifications, Disclaimers, Release of Liability and Indemnification obligations; all as set forth herein.

Customer Signature			
Print Name		Date	

**Attachment 1 to Exhibit C****1. Contact Information**

Duke Energy Customer					
Customer Company Name ¹		Contact Name	☐ Customer's Agent ²		
Office Phone		Mobile Phone			
Email Address					
Duke Energy Account Number(s) for Installation Address ³					
Installation Street Address					
City		State		ZIP Code	

2. Payment Information

Payment Information				
Who should receive rebate/incentive payment ⁴	☐ Customer	☐ (Customer must sign authorization on page 20)		
Payment Mailing Address				
City		State	ZIP Code	
Provide Tax ID number and W-9 (v2014 or later) for Customer	Customer Tax ID No.			

Complete all requested information. Check each box to indicate completion of the following program requirements:

- ☐ All sections of application
- ☐ Tax ID number for Customer
- ☐ W-9 for Customer
- ☐ agrees to terms and conditions

¹Customer information should match the Duke Energy customer of record and W-9 form provided with this application. If the customer entity is a business affiliate of the Duke Energy customer of record, documentation must be provided that demonstrates the business affiliation.

² If an outside agent is acting on behalf of the Duke Energy customer of record, a letter of authorization on customer letterhead and signed by an authorized employee of the customer is required.

³ For multiple accounts/locations, attach a list detailing accounts, installation addresses and equipment.

⁴ If payment is to be made to an entity other than the Duke Energy customer of record or the vendor, a payment waiver is required and will be provided for customer signature.

**Attachment 1 to Exhibit C
(Con't.)**

Upgrades For Duke Energy Outdoor Lighting Fixtures - Indiana

Select One	Measure Description	Fixture Replacement	Rebate per unit	Enter Quantity	Total Rebate Before Cap
☐	Exterior LED fixture	☐ replacing up to 175 lamp wattage HID fixture	\$30/fixture		
☐	Exterior LED fixture	☐ replacing 176-250 lamp wattage HID fixture	\$50/fixture		
☐	Exterior LED fixture	☐ replacing 251-400 lamp wattage HID fixture	\$75/fixture		
☐	Exterior LED fixture	☐ > 400 lamp wattage HID fixture \$200	\$200/fixture		

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

BLOOMINGTON, IN
LED INSTALLS

CONTACT:
JORDAN ANDERSON
CREATED BY:
CHARLES (RICK) KNIGHTS
Page 14 of 19

Date Exported: 3/4/2025

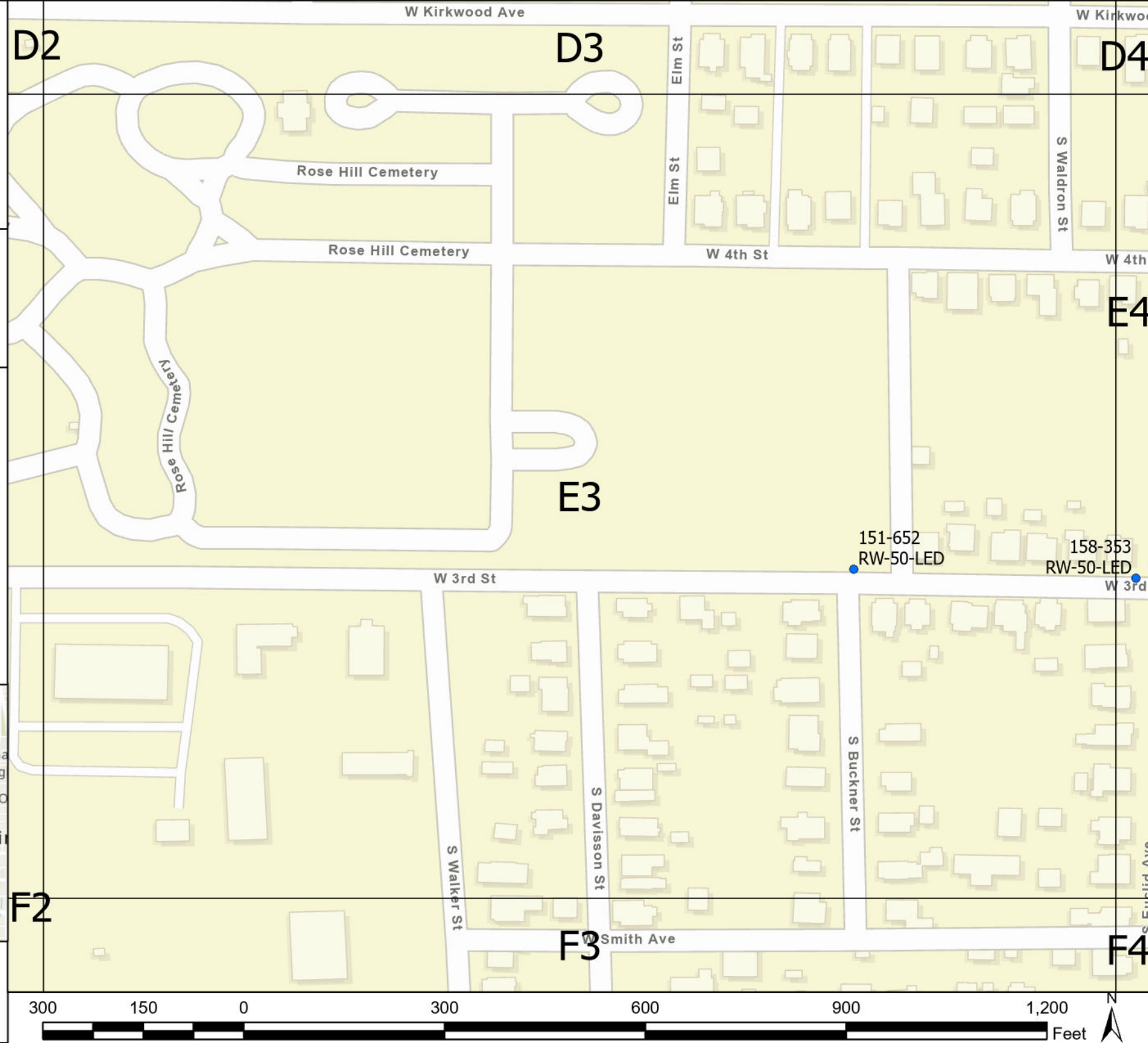
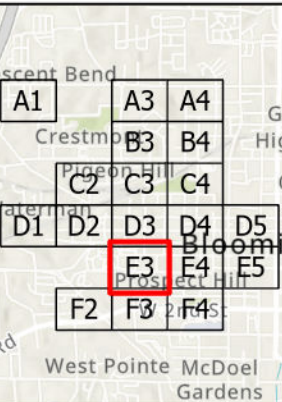
NOTES:
ALL LIGHT INSTALLS
INCLUDE VZW
SMART PHOTOCELL

_56851574

WATTS

- 50
- <all other values>

GRID



BLOOMINGTON, IN
LED INSTALLS

CONTACT:
JORDAN ANDERSON
CREATED BY:
CHARLES (RICK) KNIGHTS
Page 15 of 19

Date Exported: 3/4/2025

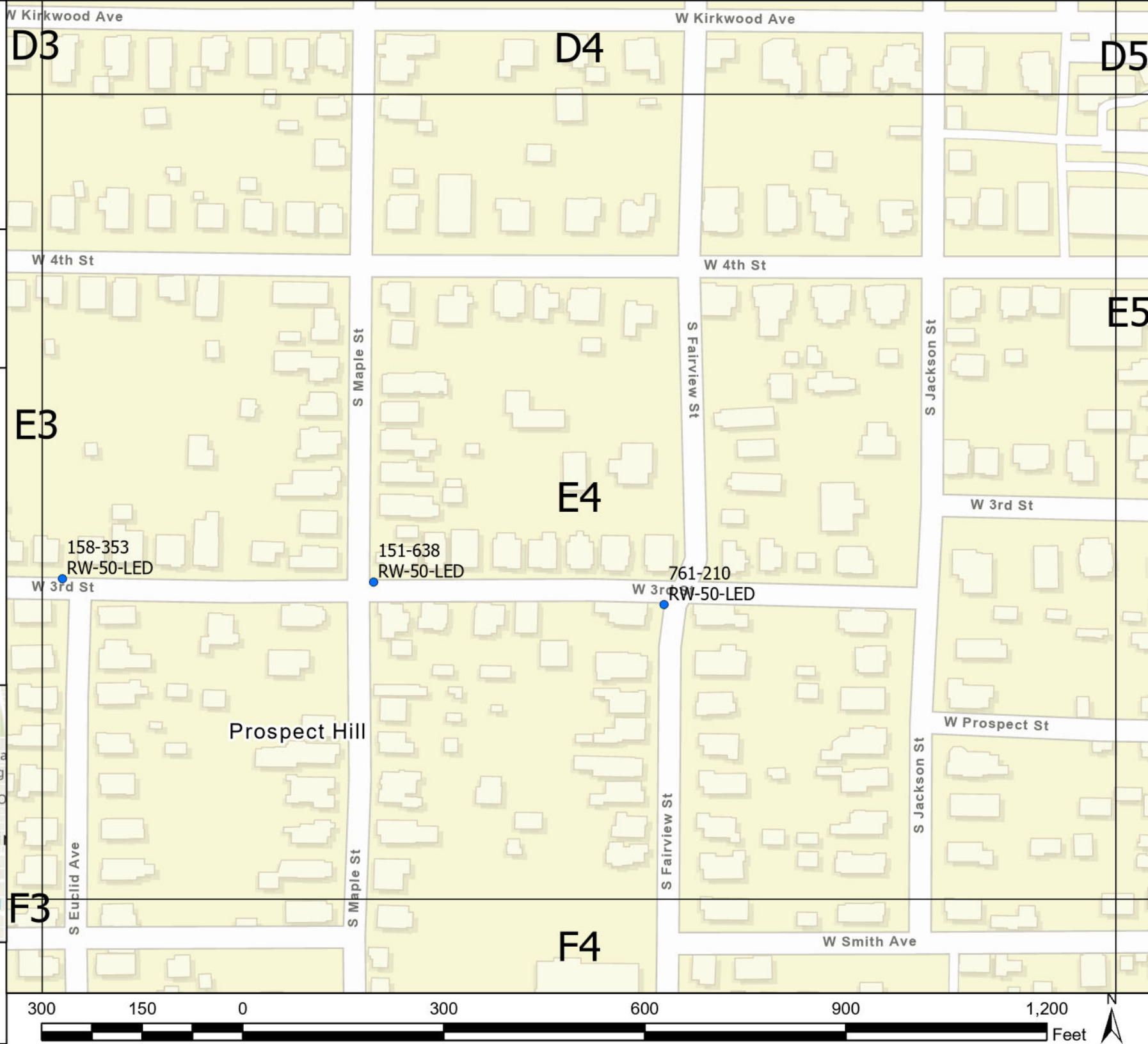
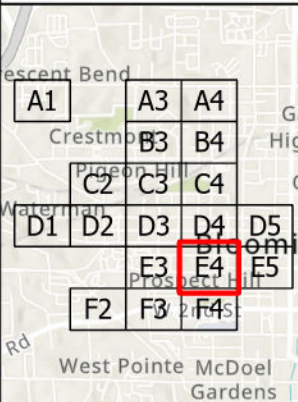
NOTES:
ALL LIGHT INSTALLS
INCLUDE VZW
SMART PHOTOCCELL

_56851574

WATTS

- 50
- <all other values>

GRID





Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Street Division

Staff Representative: Cheyenne Bowlen

Meeting Date: September 23, 2025

The following existing street light locations will be converted from older, legacy sodium vapor street lights to modern and efficient Light Emitting Diode (LED) technologies as part of the Department of Public Works (DPW) LED Light Conversion Program.

The streetlights will consist of LED full cut off roadway style fixtures mounted on existing poles. These lights will be leased through Duke Energy with the City paying for ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services. All of the costs associated with street lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

1. Location: **W 3rd St between S Buckner St and S Fairview St**
Fixture: Four (4) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$26.36
2. Location: **W Fountain Dr and N Adams St**
Fixture: One (1) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$6.59
3. Location: **S Walker St between W 1st St and W 2nd St**
Fixture: One (1) 150W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$9.99
4. Location: **W 9th St between N Elm St and N Fairview St**
Fixture: Three (3) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$19.77
5. Location: **W 16th St and N Monroe St**
Fixture: One (1) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$6.59



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham
FROM: Cheyenne Bowlen
DATE: September 23, 2025
RE: Outdoor Lighting Service Agreement with Duke Energy at W Fountain Dr and N Adams St

Contract Recipient/Vendor Name:	Duke Energy
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Cheyenne Bowlen
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2046
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-777
Due Date For Signature:	September 23, 2025
Expiration Date of Contract:	12/31/2035
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	Mo. Costs \$6.59
Funding Source:	2202-20-200000-53520
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Cheyenne Bowlen

Summary of Contract:

Location: W Fountain Dr and N Adams St
Fixture: One (1) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$6.59

Note: Duke has, via email, refused to execute the statutorily required E-Verify, Non-Collusion, and Non-Discrimination provisions.

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$ 6.59 MO

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		Yes	No
# of Submittals:			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:

Duke Energy is a sole source provider for street light installation within the public right of way. The City leases street lights from Duke Energy and pays for the installation costs, energy, and maintenance costs with Duke providing the maintenance services. The City does not have the labor force or equipment necessary to provide maintenance services for over 3,000 street lights within the public right of way.

 Cheyenne Bowlen

Print/Type Name

 Asset Clerk

Print/Type Title

 Street Division

Department



INDIANA LIGHTING SERVICE AGREEMENT

Customer Information:

ARD&SYC,WIND,CP CDRWD, SHER OAKS
CHEYENNE.BOWLEN@BLOOMINGTON.IN.GOV
..

Project Information:

CITY OF BLOOMINGTON
BLOOMINGTON Indiana 47401-2433

Account Number:

9101 2294 9536

Installation Number:

7009600908

Work Order Number:

56918139

Duke Energy Representative Contact Info:

Zach Martin

This Lighting Service Agreement is hereby entered into this 14th day of February., 2025, between Duke Energy (hereinafter called the "Company") and CITY OF BLOOMINGTON (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LED and Service Regulations, or its successor, as the same is on file with the Indiana Public Service Commission (INDIANA UTILITY REGULATORY COMMISSION) and as may be amended and subsequently filed with the INDIANA UTILITY REGULATORY COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the INDIANA UTILITY REGULATORY COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Print Name _____ Date Signed _____

Customer Signature _____ Date Signed _____

Duke Energy Representative Jordan Anderson Date Signed 3/19/2025

Summary of Estimated Charges					
Minimum Service Term	Initial Monthly Cost	Total Early Termination Charges	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
10 Years (120) Months	\$6.59	\$0.00	\$0.00	\$790.80	\$6.59

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment	Maintenance	Energy	Unit Total	Sub-Total
R	1	Light Fixture Cobra Drop Lens High Pressure Sodium 100W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
I	1	Light Fixture Roadway LED 50W Gray Type III 3000K	\$3.06	\$2.31	\$1.22	\$6.59	\$6.59
		Subtotals:	\$0	\$0	\$0		
		Estimated Monthly Charge					\$6.59

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



OUTDOOR LIGHTING LED SERVICE AGREEMENT

PROPOSALS ARE VALID FOR 90 DAYS FROM THE DATE ON THE AGREEMENT AND MUST BE SIGNED AND RETURNED BEFORE THE PROPOSAL EXPIRATION DATE.

See Section I for lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts listed.

IN WITNESS WHEREOF, Company and Customer (each individually a "Party" or collectively the "Parties") hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Outdoor Lighting LED Service Agreement ("Agreement") is made and entered into by Duke Energy Indiana, LLC an Indiana limited liability corporation (hereafter, "Company"). Company is a subsidiary of Duke Energy Corporation. Neither Duke Energy Corporation nor any of its other subsidiaries and/or affiliated companies are parties to this Agreement.

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment ("Equipment") to provide, operate and maintain the System. In Company's sole discretion, the cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement.
- 1.2 Costs quoted excludes Commission approved tariff riders and sales tax.

A. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

****CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE**

Impact Watts = the energy used by the lamp watts plus ballast watts.

- | | |
|--|---|
| a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours. | c. Annual kWh divided by twelve (12) months equals monthly kWh. |
| b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh). | d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item. |

LIGHTING LAYOUT DESIGN DISCLAIMER

Company will install the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number, and types of lights). Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum foot-candle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

- 2.1 HOURS OF OPERATION are either the typical dusk-to-dawn photoelectric cell automatically operated System or as prescribed by a schedule agreed upon by the Company and the Customer. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. In Company's sole discretion, there may be assessed a monthly estimated energy usage based on either i) luminaire impact wattage and lamp source equally over twelve months (See Section I - A, above); ii) metered using actual energy usage plus a monthly meter charge; or iii) based upon a calculation related to an agreed upon schedule of usage and the luminaire impact wattage.

SECTION III. – ENERGY USAGE COST CALCULATION

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 3 of this Agreement and adding any energy Commission approved tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the Commission and shall be deemed a part of this Agreement.

SECTION IV. – SYSTEM MAINTENANCE

- 4.1 Company provided routine maintenance ("Maintenance") includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common Equipment. Acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Maintenance also covers ordinary wear and tear but only from Customer's proper use of the System. Repairs or replacements requested as a result of Customer caused damage will be performed on a time and material cost basis, in which instance i) an estimate of costs will be provided to the Customer; and ii) Customer agrees to pay for all such costs before the work begins. Company reserves the right, in its sole discretion, to charge Customer for repair costs incurred due to vandalism.
- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. Customer herein acknowledges that different types of lighting Equipment have different life spans and that lighting Equipment suppliers may also discontinue manufacture of certain Equipment. End of useful life for a System will be determined by the Company, in Company's sole discretion.
- 4.4 Company reserves the right to update or modify the monthly Maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one-hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V. – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable Commission approved tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due is summarized on Page 2 of this Agreement and are current at the time the Agreement is executed. A monthly bill will be rendered and due each month in accordance with the applicable Commission approved tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this System shall be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI. – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement shall be in accordance with the Option indicated on Page 2 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effect for successive automatic one-year extensions unless terminated by either Party upon sixty (60) days prior written notice.

SECTION VII. – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions governing the System are set forth in Exhibit "B" and incorporated herein by reference and made a part of this Agreement.
- 7.2 Supplementary Terms and Conditions governing certain NonResidential Smart Saver Program rebates and incentives (which Company makes available to certain Customers and which may be supplementary to the provision of the System) are set forth in Exhibit "C" and incorporated herein by reference and made a part of this Agreement.
- 7.3 This Agreement constitutes the final written expression between the Parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. Nothing herein shall preclude either Party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.4 This Agreement, the construction of this Agreement, all rights and obligations between the Parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the work is rendered without regard to its conflict of laws provisions.

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

1. All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement, for any reason whatsoever, shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other work by Company.
2. If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System, to be determined at the sole discretion Company, plus System removal costs.
3. The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
4. Service under this rate schedule shall be for a minimum initial term of ten (10) years from the commencement of service and shall continue until terminated by either Party by sixty (60) days prior written notice. Upon early termination of service under this schedule, the Customer shall pay an amount equal to the remaining monthly lease amount for the term of contract, applicable Customer Charges and removal cost of the facilities.
5. Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary; and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
6. Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
7. Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third-party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the Company. Company is not liable for any incidental, punitive, exemplary and/or consequential damages of any kind or nature arising under this Agreement COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
8. If a breach or default occurs, the non-breaching Party shall provide the breaching Party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching Party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching Party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching Party, at its sole discretion, shall provide notice to the breaching Party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, pandemics or epidemics, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
9. Customer desiring a Company-installed System on a public right-of-way or on other property not under Customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining all easements and/or all applicable property rights.
10. Company reserves the right to refuse to install Company Equipment on another's property; however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System Equipment.
11. Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned Equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If, in Company's sole discretion, the structure becomes unsuitable, or unsafe to support Company-owned Equipment, the Company retains the right to remove the Equipment from the structure. If Company Equipment is removed under these conditions, Customer shall pay Company a pro-rated amount for the removed Equipment plus removal costs minus salvage value.
12. When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount (if any) to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium, light emitting diode). Any such agreed upon changes will be documented either by a new or an amended Agreement. New Equipment added to the System will require a new Agreement.
13. If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
14. This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns
15. Each Party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
16. No delay of or omission in the exercise of any right, power or remedy accruing to any Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
17. Neither Party shall assign this Agreement without the prior written consent of the other Party, which consent, if given shall not relieve the Party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS

These Supplementary Terms and Conditions (the "Supplementary Terms and Conditions") shall apply to all Nonresidential Smart Saver® Program ("Program") Customer applications for i) Program pre-approval or pre-qualification, and ii) all applications for Program rebates/incentive payments; both applications as set forth herein as Attachment 1 to Exhibit C (collectively termed the "Application").

Program Rebate/Incentive Eligibility

- Only nonresidential Customer premises served by an active Company electric account that are eligible under applicable state regulations and are opted into the applicable Energy Efficiency Rider are eligible. Customers may call 866.380.9580 to verify eligibility. Written Customer consent is required to release eligibility status to a third party.
- Any Equipment which, either separately or as part of a project, has received a rebate/incentive from the Program or any other Company program is ineligible.
- Equipment and/or services provided to the Customer for free are not eligible for rebate/incentive payments. In no case will Company pay a rebate/incentive in excess of the actual cost of the new Equipment.
- If a Customer application is received with incomplete or inaccurate information, Company will notify the Customer(s). In order to be eligible for rebates/incentives, corrected applications must be resubmitted to Company by the end of the calendar year in which the original Application was submitted or within 90 days, whichever is later.
- To be eligible for rebates/incentives, the Customer who is receiving the rebate/incentive may be required to provide a Social Security number as the federal tax identification number for tax purposes and must sign and return the "Customer Consent to Release Personal Information" form ("Consent Form"), which will be provided by Company.

Program Monitoring, Verification, and Right to Inspect

- Company may require verification of both the sales transaction and Equipment installation and operability prior to any Program rebate/incentive payment.
- If monitoring of the Equipment is required by Company, payments will be based on the verified savings as measured by Company.
- Company may conduct random site inspections of the Equipment both prior to and after completion to verify scope and operability, and obtain information needed to determine the rebate/incentive.

Program Rebate/Incentive Payment

- Applications for payment, along with the required documentation, must be submitted within 90 calendar days of Equipment installation and operability.
- Program rebates/Incentives will not be paid until the eligible Equipment has been installed, is able to operate, and, if required by Company, Company has completed verification as set forth in "Program Monitoring, Verification and Right to Inspect" above.
- The Customer's account must be active and eligible throughout the process of Application review and rebate/incentive payment. Rebate/Incentive payments will not be issued on inactive accounts. A waiver signed by the original Customer is required if the Customer of record changes prior to rebate/incentive payment.
- The Customer assumes all responsibilities for any and all tax liabilities resulting from Company rebate/incentive payment.
- By accepting the Program rebate/incentive payment, the Customer agrees to transfer to Company the rights to all Attributes of the Equipment or its operation. Attributes include, but are not limited to, any and all credits, benefits, emissions reductions, offsets and allowances resulting from the avoidance of the emission of any substance into the air, soil or water at or by Company generating facilities through reduced generation of energy or other savings or offsets resulting from the Equipment. The Customer will not claim ownership of any Attributes. Additionally, the Customer will transfer to Company the right to bid any energy efficiency, coincident demand and demand response resources associated with the projects into regional transmission organization (RTO) or independent system operator (ISO) markets.
- Company may withhold payment if the Equipment is no longer in operation in the applicable jurisdiction.

Program Disclaimers; Release of Liability

- The Company, in its sole discretion, reserves the right to change (at any time) the Program Rebate/Incentive levels and/or qualifying efficiency levels. In addition, Company (in its sole discretion) retains the right to adjust or terminate the approved Program rebate/incentive amount at any time whether due to regulatory requirements, measurement, verification and evaluation results, codes and standards, Equipment pricing, or for any other reason.
- Company reserves the right to limit Program rebate/incentive funds to a first-come, first-served basis.

EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS, (CON'T)**Program Customer Certification**

As evidenced by Customer's signature below, Customer herein certifies as follows:

- a. *that the premise for which Customer is applying for Program rebates/incentives is served by Company (or an affiliate of Company)*
- b. *that the Customer information provided herein is accurate and complete;*
- c. *that Customer has purchased and installed the Equipment (indicated herein) for the business facility listed herein and not for resale;*
- d. *that the proposed rebate/incentive payment from Company is subject to change based on verification and Company approval;*
- e. *That Customer agrees to Company's verification of both the sales transaction and Equipment installation which may include a site inspection from a Company representative or Company agent;*
- f. *that Customer is not allowed to receive more than one Program rebate/incentive from Company on any piece of Equipment;*
- g. *that Customer's participation in the Program may be taxable;*
- h. *that Customer is solely responsible for paying all taxes;*
- i. *that Company does not endorse any particular manufacturer, product or system design within the Program;*
- j. *that Customer understands and agrees that: i) to the extent Company has acquired any applicable underlying manufacturer Equipment warranties ("Manufacturer Warranties"), Company (and not Customer) shall directly engage the underlying manufacturer to secure applicable remedies for the Customer for the duration of the Manufacturer Warranties; and ii) following expiration of any Manufacturer Warranties, Company does not expressly or implicitly offer any other warranties and does not warrant the performance of any installed Equipment ; and*
- k. *that Company does not warrant that the installed Equipment meets applicable building codes or safety standards*

Program Customer Indemnification

As evidenced by the Customer's signature below, Customer herein further agrees as follows:

Customer shall indemnify, defend, hold harmless and release Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against all claims, demands, causes of actions, liabilities, losses, damages and/or expenses (including reasonable attorney fees) resulting from (or alleged to result from) the installation, operation and/or disposal of the Equipment (and related materials) covered herein; including all liability from incidental, punitive, exemplary and/or consequential damages.

Program Miscellaneous Provisions

- a) *If any part, term, or provision of this Exhibit C is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.*
- b) *This Exhibit C contains the entire agreement of the Parties relating to the Program and supersedes all prior and contemporaneous agreements, understandings, usages of trade and courses of dealing (whether written or oral) pertaining to the Program. This Exhibit C may only be modified by a written agreement signed by both Parties expressly modifying Exhibit C.*
- c) *All Disclaimer, Certifications, Liability and/or Indemnification provisions set forth in Exhibit C shall survive the termination, cancellation, or expiration of Exhibit C and of the Agreement. In the event of a Program related conflict between the terms of the Agreement and the terms of Exhibit C, the terms of Exhibit C shall govern.*
- d) *This Exhibit C, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.*
- e) *Each party to this Exhibit C represents that it is sophisticated and capable of understanding all of the terms of this Exhibit C, that it has had an opportunity to review this Exhibit C with its counsel, and that it enters this Exhibit C with full knowledge of the terms of this Exhibit C.*
- f) *No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Exhibit C shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.*
- g) *Neither Party shall assign this Exhibit C without the prior written consent of the other Party, which consent, if given shall not relieve the Party of making such assignment from full responsibility for the fulfillment of its obligations under this Exhibit C. PROVIDED, THAT the Company may assign this Exhibit C to its parent or any subsidiary entity or to an affiliate.*

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS, (CON'T)

Program Attestation

By signing below, I _____ [Customer name] agree to the following.

- I do hereby consent to Company disclosing my Account Number and/or Federal Tax ID Number to its subcontractors solely for the purpose of administering Company's Smart \$aver Business program. I understand that such subcontractors are contractually bound to otherwise maintain my Company Account Number and/or Federal Tax ID Number in the strictest of confidence.
- I have read and agree to the Supplemental Terms and Conditions of the Program
- I certify that I meet the eligibility requirements of the Program, as applicable, and that all information provided within my Application is correct to the best of my knowledge.
- I certify that the taxpayer identification number provided in my Application is current and correct. I am not subject to backup withholding because: (a) I am exempt from backup withholding; (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding. I am a U.S. citizen (includes a U.S. resident alien).

CUSTOMER SIGNATURE REQUIRED

By signing below, I certify that I have read and agree to the terms of the Program as set forth in Exhibit C (Supplemental Terms and Conditions) which encompasses all Program Attestations, Certifications, Disclaimers, Release of Liability and Indemnification obligations; all as set forth herein.

Customer Signature			
Print Name		Date	

**Attachment 1 to Exhibit C****1. Contact Information**

Duke Energy Customer					
Customer Company Name ¹		Contact Name	☐ Customer's Agent ²		
Office Phone		Mobile Phone			
Email Address					
Duke Energy Account Number(s) for Installation Address ³					
Installation Street Address					
City		State		ZIP Code	

2. Payment Information

Payment Information				
Who should receive rebate/incentive payment ⁴	☐ Customer	☐ (Customer must sign authorization on page 20)		
Payment Mailing Address				
City		State	ZIP Code	
Provide Tax ID number and W-9 (v2014 or later) for Customer	Customer Tax ID No.			

Complete all requested information. Check each box to indicate completion of the following program requirements:

- ☐ All sections of application
- ☐ Tax ID number for Customer
- ☐ W-9 for Customer Customer
- ☐ agrees to terms and conditions

¹Customer information should match the Duke Energy customer of record and W-9 form provided with this application. If the customer entity is a business affiliate of the Duke Energy customer of record, documentation must be provided that demonstrates the business affiliation.

² If an outside agent is acting on behalf of the Duke Energy customer of record, a letter of authorization on customer letterhead and signed by an authorized employee of the customer is required.

³ For multiple accounts/locations, attach a list detailing accounts, installation addresses and equipment.

⁴ If payment is to be made to an entity other than the Duke Energy customer of record or the vendor, a payment waiver is required and will be provided for customer signature.

**Attachment 1 to Exhibit C
(Con't.)**

Upgrades For Duke Energy Outdoor Lighting Fixtures - Indiana

Select One	Measure Description	Fixture Replacement	Rebate per unit	Enter Quantity	Total Rebate Before Cap
☐	Exterior LED fixture	☐ replacing up to 175 lamp wattage HID fixture	\$30/fixture		
☐	Exterior LED fixture	☐ replacing 176-250 lamp wattage HID fixture	\$50/fixture		
☐	Exterior LED fixture	☐ replacing 251-400 lamp wattage HID fixture	\$75/fixture		
☐	Exterior LED fixture	☐ > 400 lamp wattage HID fixture \$200	\$200/fixture		

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

BLOOMINGTON, IN
LED INSTALLS

CONTACT:
JORDAN ANDERSON
CREATED BY:
CHARLES (RICK) KNIGHTS
Page 6 of 19

Date Exported: 3/4/2025

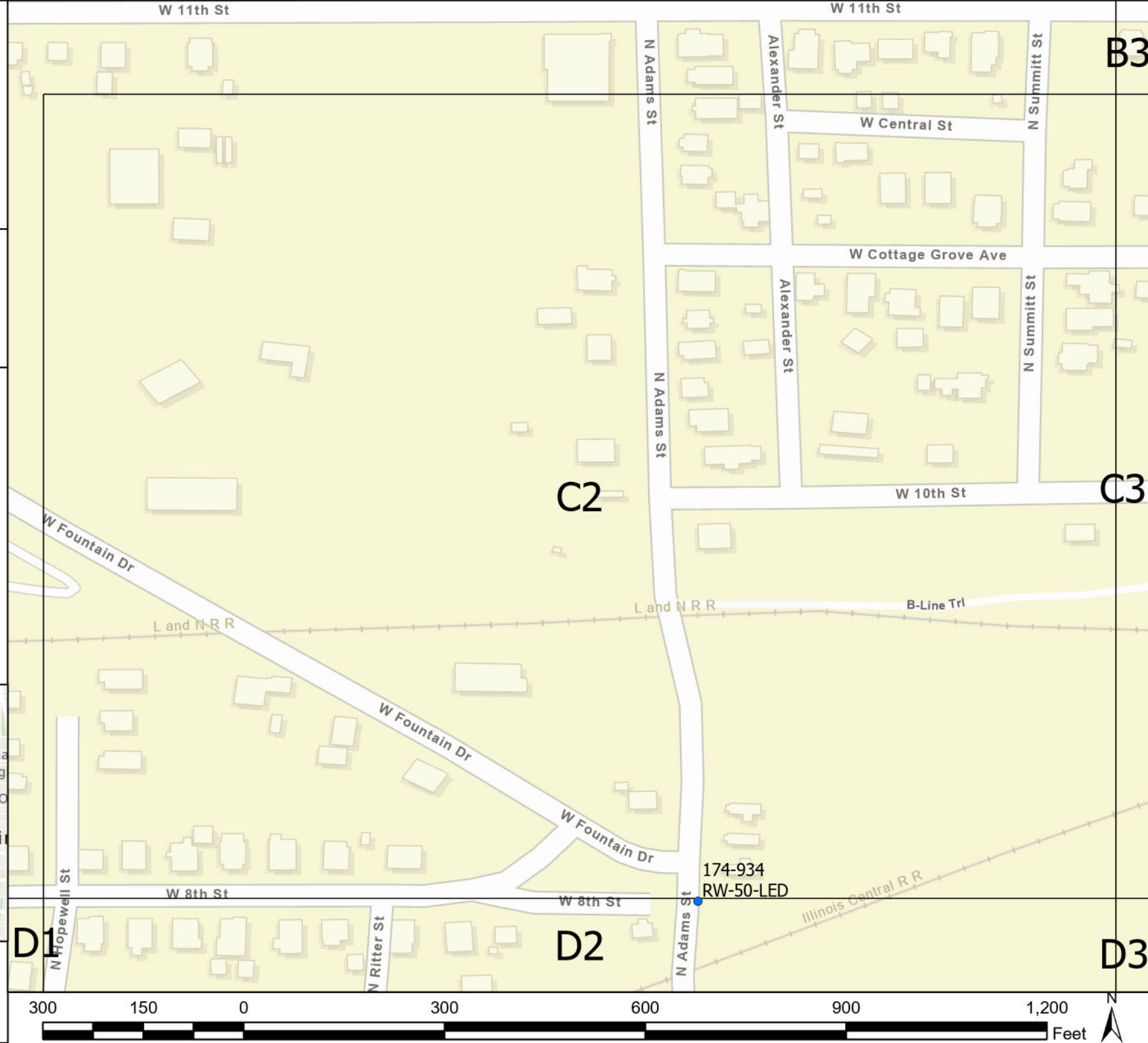
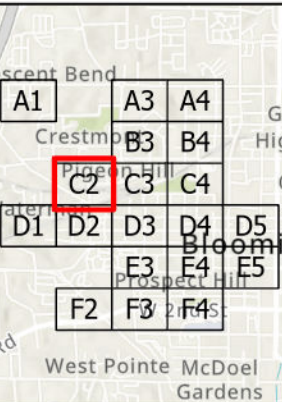
NOTES:
ALL LIGHT INSTALLS
INCLUDE VZW
SMART PHOTOCELL

_56918139

WATTS

- 50
- <all other values>

GRID





Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Street Division

Staff Representative: Cheyenne Bowlen

Meeting Date: September 23, 2025

The following existing street light locations will be converted from older, legacy sodium vapor street lights to modern and efficient Light Emitting Diode (LED) technologies as part of the Department of Public Works (DPW) LED Light Conversion Program.

The streetlights will consist of LED full cut off roadway style fixtures mounted on existing poles. These lights will be leased through Duke Energy with the City paying for ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services. All of the costs associated with street lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

1. Location: **W 3rd St between S Buckner St and S Fairview St**
Fixture: Four (4) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$26.36
2. Location: **W Fountain Dr and N Adams St**
Fixture: One (1) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$6.59
3. Location: **S Walker St between W 1st St and W 2nd St**
Fixture: One (1) 150W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$9.99
4. Location: **W 9th St between N Elm St and N Fairview St**
Fixture: Three (3) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$19.77
5. Location: **W 16th St and N Monroe St**
Fixture: One (1) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$6.59



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham
FROM: Cheyenne Bowlen
DATE: September 23, 2025
RE: Outdoor Lighting Service Agreement with Duke Energy at S Walker
St between W 1st St from W 2nd St

Contract Recipient/Vendor Name:	Duke Energy
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Cheyenne Bowlen
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2046
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-778
Due Date For Signature:	September 23, 2025
Expiration Date of Contract:	12/31/2035
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	Mo. Costs \$9.99
Funding Source:	2202-20-200000-53520
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Cheyenne Bowlen

Summary of Contract:

Location: S Walker St between W 1st St and W 2nd St

Fixture: One (1) 150W LED Roadway fixtures mounted on existing poles

Estimated Monthly Charge: \$9.99

Note: Duke has, via email, refused to execute the statutorily required E-Verify, Non-Collusion, and Non-Discrimination provisions.

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$ 9.99 MO

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		Yes	No
# of Submittals:			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:

Duke Energy is a sole source provider for street light installation within the public right of way. The City leases street lights from Duke Energy and pays for the installation costs, energy, and maintenance costs with Duke providing the maintenance services. The City does not have the labor force or equipment necessary to provide maintenance services for over 3,000 street lights within the public right of way.

 Cheyenne Bowlen

Print/Type Name

 Asset Clerk

Print/Type Title

 Street Division

Department



INDIANA LIGHTING SERVICE AGREEMENT

Customer Information:

CITY OF BLOOMINGTON

CHEYENNE.BOWLEN@BLOOMINGTON.IN.GOV

..

Project Information:

Indiana

Account Number:

Installation Number:

7010952416

Work Order Number:

56940276

Duke Energy Representative Contact Info:

Zach Martin

This Lighting Service Agreement is hereby entered into this 14th day of February., 2025, between (hereinafter called the "Company") and CITY OF BLOOMINGTON (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LED and Service Regulations, or its successor, as the same is on file with the Indiana Public Service Commission (INDIANA UTILITY REGULATORY COMMISSION) and as may be amended and subsequently filed with the INDIANA UTILITY REGULATORY COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the INDIANA UTILITY REGULATORY COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Print Name _____ Date Signed _____

Customer Signature _____ Date Signed _____

Duke Energy Representative Jordan Anderson Date Signed 3/19/2025

Summary of Estimated Charges					
Minimum Service Term	Initial Monthly Cost	Total Early Termination Charges	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
10 Years (120) Months	\$9.99	\$0.00	\$0.00	\$1,198.80	\$9.99

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment	Maintenance	Energy	Unit Total	Sub-Total
R	2	Light Fixture Cobra Drop Lens High Pressure Sodium 250W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
I	1	Light Fixture Roadway LED 150W Gray Type III 3000K	\$4.02	\$2.31	\$3.66	\$9.99	\$9.99
		Subtotals:	\$0	\$0	\$0		
		Estimated Monthly Charge					\$9.99



OUTDOOR LIGHTING LED SERVICE AGREEMENT

PROPOSALS ARE VALID FOR 90 DAYS FROM THE DATE ON THE AGREEMENT AND MUST BE SIGNED AND RETURNED BEFORE THE PROPOSAL EXPIRATION DATE.

See Section I for lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts listed.

IN WITNESS WHEREOF, Company and Customer (each individually a "Party" or collectively the "Parties") hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Outdoor Lighting LED Service Agreement ("Agreement") is made and entered into by Duke Energy Indiana, LLC an Indiana limited liability corporation (hereafter, "Company"). Company is a subsidiary of Duke Energy Corporation. Neither Duke Energy Corporation nor any of its other subsidiaries and/or affiliated companies are parties to this Agreement.

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment ("Equipment") to provide, operate and maintain the System. In Company's sole discretion, the cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement.
- 1.2 Costs quoted excludes Commission approved tariff riders and sales tax.

A. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

****CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE**

Impact Watts = the energy used by the lamp watts plus ballast watts.

- | | |
|--|---|
| a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours. | c. Annual kWh divided by twelve (12) months equals monthly kWh. |
| b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh). | d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item. |

LIGHTING LAYOUT DESIGN DISCLAIMER

Company will install the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number, and types of lights). Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum foot-candle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

- 2.1 HOURS OF OPERATION are either the typical dusk-to-dawn photoelectric cell automatically operated System or as prescribed by a schedule agreed upon by the Company and the Customer. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. In Company's sole discretion, there may be assessed a monthly estimated energy usage based on either i) luminaire impact wattage and lamp source equally over twelve months (See Section I - A, above); ii) metered using actual energy usage plus a monthly meter charge; or iii) based upon a calculation related to an agreed upon schedule of usage and the luminaire impact wattage.

SECTION III. – ENERGY USAGE COST CALCULATION

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 3 of this Agreement and adding any energy Commission approved tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the Commission and shall be deemed a part of this Agreement.

SECTION IV. – SYSTEM MAINTENANCE

- 4.1 Company provided routine maintenance ("Maintenance") includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common Equipment. Acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Maintenance also covers ordinary wear and tear but only from Customer's proper use of the System. Repairs or replacements requested as a result of Customer caused damage will be performed on a time and material cost basis, in which instance i) an estimate of costs will be provided to the Customer; and ii) Customer agrees to pay for all such costs before the work begins. Company reserves the right, in its sole discretion, to charge Customer for repair costs incurred due to vandalism.
- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. Customer herein acknowledges that different types of lighting Equipment have different life spans and that lighting Equipment suppliers may also discontinue manufacture of certain Equipment. End of useful life for a System will be determined by the Company, in Company's sole discretion.
- 4.4 Company reserves the right to update or modify the monthly Maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one-hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V. – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable Commission approved tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due is summarized on Page 2 of this Agreement and are current at the time the Agreement is executed. A monthly bill will be rendered and due each month in accordance with the applicable Commission approved tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this System shall be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI. – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement shall be in accordance with the Option indicated on Page 2 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effect for successive automatic one-year extensions unless terminated by either Party upon sixty (60) days prior written notice.

SECTION VII. – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions governing the System are set forth in Exhibit "B" and incorporated herein by reference and made a part of this Agreement.
- 7.2 Supplementary Terms and Conditions governing certain NonResidential Smart Saver Program rebates and incentives (which Company makes available to certain Customers and which may be supplementary to the provision of the System) are set forth in Exhibit "C" and incorporated herein by reference and made a part of this Agreement.
- 7.3 This Agreement constitutes the final written expression between the Parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. Nothing herein shall preclude either Party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.4 This Agreement, the construction of this Agreement, all rights and obligations between the Parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the work is rendered without regard to its conflict of laws provisions.

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

1. All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement, for any reason whatsoever, shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other work by Company.
2. If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System, to be determined at the sole discretion Company, plus System removal costs.
3. The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
4. Service under this rate schedule shall be for a minimum initial term of ten (10) years from the commencement of service and shall continue until terminated by either Party by sixty (60) days prior written notice. Upon early termination of service under this schedule, the Customer shall pay an amount equal to the remaining monthly lease amount for the term of contract, applicable Customer Charges and removal cost of the facilities.
5. Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary; and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
6. Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
7. Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third-party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the Company. Company is not liable for any incidental, punitive, exemplary and/or consequential damages of any kind or nature arising under this Agreement COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
8. If a breach or default occurs, the non-breaching Party shall provide the breaching Party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching Party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching Party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching Party, at its sole discretion, shall provide notice to the breaching Party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, pandemics or epidemics, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
9. Customer desiring a Company-installed System on a public right-of-way or on other property not under Customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining all easements and/or all applicable property rights.
10. Company reserves the right to refuse to install Company Equipment on another's property; however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System Equipment.
11. Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned Equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If, in Company's sole discretion, the structure becomes unsuitable, or unsafe to support Company-owned Equipment, the Company retains the right to remove the Equipment from the structure. If Company Equipment is removed under these conditions, Customer shall pay Company a pro-rated amount for the removed Equipment plus removal costs minus salvage value.
12. When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount (if any) to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium, light emitting diode). Any such agreed upon changes will be documented either by a new or an amended Agreement. New Equipment added to the System will require a new Agreement.
13. If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
14. This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns
15. Each Party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
16. No delay of or omission in the exercise of any right, power or remedy accruing to any Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
17. Neither Party shall assign this Agreement without the prior written consent of the other Party, which consent, if given shall not relieve the Party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS

These Supplementary Terms and Conditions (the "Supplementary Terms and Conditions") shall apply to all Nonresidential Smart Saver® Program ("Program") Customer applications for i) Program pre-approval or pre-qualification, and ii) all applications for Program rebates/incentive payments; both applications as set forth herein as Attachment 1 to Exhibit C (collectively termed the "Application").

Program Rebate/Incentive Eligibility

- Only nonresidential Customer premises served by an active Company electric account that are eligible under applicable state regulations and are opted into the applicable Energy Efficiency Rider are eligible. Customers may call 866.380.9580 to verify eligibility. Written Customer consent is required to release eligibility status to a third party.
- Any Equipment which, either separately or as part of a project, has received a rebate/incentive from the Program or any other Company program is ineligible.
- Equipment and/or services provided to the Customer for free are not eligible for rebate/incentive payments. In no case will Company pay a rebate/incentive in excess of the actual cost of the new Equipment.
- If a Customer application is received with incomplete or inaccurate information, Company will notify the Customer(s). In order to be eligible for rebates/incentives, corrected applications must be resubmitted to Company by the end of the calendar year in which the original Application was submitted or within 90 days, whichever is later.
- To be eligible for rebates/incentives, the Customer who is receiving the rebate/incentive may be required to provide a Social Security number as the federal tax identification number for tax purposes and must sign and return the "Customer Consent to Release Personal Information" form ("Consent Form"), which will be provided by Company.

Program Monitoring, Verification, and Right to Inspect

- Company may require verification of both the sales transaction and Equipment installation and operability prior to any Program rebate/incentive payment.
- If monitoring of the Equipment is required by Company, payments will be based on the verified savings as measured by Company.
- Company may conduct random site inspections of the Equipment both prior to and after completion to verify scope and operability, and obtain information needed to determine the rebate/incentive.

Program Rebate/Incentive Payment

- Applications for payment, along with the required documentation, must be submitted within 90 calendar days of Equipment installation and operability.
- Program rebates/Incentives will not be paid until the eligible Equipment has been installed, is able to operate, and, if required by Company, Company has completed verification as set forth in "Program Monitoring, Verification and Right to Inspect" above.
- The Customer's account must be active and eligible throughout the process of Application review and rebate/incentive payment. Rebate/Incentive payments will not be issued on inactive accounts. A waiver signed by the original Customer is required if the Customer of record changes prior to rebate/incentive payment.
- The Customer assumes all responsibilities for any and all tax liabilities resulting from Company rebate/incentive payment.
- By accepting the Program rebate/incentive payment, the Customer agrees to transfer to Company the rights to all Attributes of the Equipment or its operation. Attributes include, but are not limited to, any and all credits, benefits, emissions reductions, offsets and allowances resulting from the avoidance of the emission of any substance into the air, soil or water at or by Company generating facilities through reduced generation of energy or other savings or offsets resulting from the Equipment. The Customer will not claim ownership of any Attributes. Additionally, the Customer will transfer to Company the right to bid any energy efficiency, coincident demand and demand response resources associated with the projects into regional transmission organization (RTO) or independent system operator (ISO) markets.
- Company may withhold payment if the Equipment is no longer in operation in the applicable jurisdiction.

Program Disclaimers; Release of Liability

- The Company, in its sole discretion, reserves the right to change (at any time) the Program Rebate/Incentive levels and/or qualifying efficiency levels. In addition, Company (in its sole discretion) retains the right to adjust or terminate the approved Program rebate/incentive amount at any time whether due to regulatory requirements, measurement, verification and evaluation results, codes and standards, Equipment pricing, or for any other reason.
- Company reserves the right to limit Program rebate/incentive funds to a first-come, first-served basis.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS, (CON'T)**Program Customer Certification**

As evidenced by Customer's signature below, Customer herein certifies as follows:

- a. *that the premise for which Customer is applying for Program rebates/incentives is served by Company (or an affiliate of Company)*
- b. *that the Customer information provided herein is accurate and complete;*
- c. *that Customer has purchased and installed the Equipment (indicated herein) for the business facility listed herein and not for resale;*
- d. *that the proposed rebate/incentive payment from Company is subject to change based on verification and Company approval;*
- e. *That Customer agrees to Company's verification of both the sales transaction and Equipment installation which may include a site inspection from a Company representative or Company agent;*
- f. *that Customer is not allowed to receive more than one Program rebate/incentive from Company on any piece of Equipment;*
- g. *that Customer's participation in the Program may be taxable;*
- h. *that Customer is solely responsible for paying all taxes;*
- i. *that Company does not endorse any particular manufacturer, product or system design within the Program;*
- j. *that Customer understands and agrees that: i) to the extent Company has acquired any applicable underlying manufacturer Equipment warranties ("Manufacturer Warranties"), Company (and not Customer) shall directly engage the underlying manufacturer to secure applicable remedies for the Customer for the duration of the Manufacturer Warranties; and ii) following expiration of any Manufacturer Warranties, Company does not expressly or implicitly offer any other warranties and does not warrant the performance of any installed Equipment ; and*
- k. *that Company does not warrant that the installed Equipment meets applicable building codes or safety standards*

Program Customer Indemnification

As evidenced by the Customer's signature below, Customer herein further agrees as follows:

Customer shall indemnify, defend, hold harmless and release Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against all claims, demands, causes of actions, liabilities, losses, damages and/or expenses (including reasonable attorney fees) resulting from (or alleged to result from) the installation, operation and/or disposal of the Equipment (and related materials) covered herein; including all liability from incidental, punitive, exemplary and/or consequential damages.

Program Miscellaneous Provisions

- a) *If any part, term, or provision of this Exhibit C is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.*
- b) *This Exhibit C contains the entire agreement of the Parties relating to the Program and supersedes all prior and contemporaneous agreements, understandings, usages of trade and courses of dealing (whether written or oral) pertaining to the Program. This Exhibit C may only be modified by a written agreement signed by both Parties expressly modifying Exhibit C.*
- c) *All Disclaimer, Certifications, Liability and/or Indemnification provisions set forth in Exhibit C shall survive the termination, cancellation, or expiration of Exhibit C and of the Agreement. In the event of a Program related conflict between the terms of the Agreement and the terms of Exhibit C, the terms of Exhibit C shall govern.*
- d) *This Exhibit C, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.*
- e) *Each party to this Exhibit C represents that it is sophisticated and capable of understanding all of the terms of this Exhibit C, that it has had an opportunity to review this Exhibit C with its counsel, and that it enters this Exhibit C with full knowledge of the terms of this Exhibit C.*
- f) *No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Exhibit C shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.*
- g) *Neither Party shall assign this Exhibit C without the prior written consent of the other Party, which consent, if given shall not relieve the Party of making such assignment from full responsibility for the fulfillment of its obligations under this Exhibit C. PROVIDED, THAT the Company may assign this Exhibit C to its parent or any subsidiary entity or to an affiliate.*

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS, (CON'T)

Program Attestation

By signing below, I _____ [Customer name] agree to the following.

- I do hereby consent to Company disclosing my Account Number and/or Federal Tax ID Number to its subcontractors solely for the purpose of administering Company's Smart \$aver Business program. I understand that such subcontractors are contractually bound to otherwise maintain my Company Account Number and/or Federal Tax ID Number in the strictest of confidence.
- I have read and agree to the Supplemental Terms and Conditions of the Program
- I certify that I meet the eligibility requirements of the Program, as applicable, and that all information provided within my Application is correct to the best of my knowledge.
- I certify that the taxpayer identification number provided in my Application is current and correct. I am not subject to backup withholding because: (a) I am exempt from backup withholding; (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding. I am a U.S. citizen (includes a U.S. resident alien).

CUSTOMER SIGNATURE REQUIRED

By signing below, I certify that I have read and agree to the terms of the Program as set forth in Exhibit C (Supplemental Terms and Conditions) which encompasses all Program Attestations, Certifications, Disclaimers, Release of Liability and Indemnification obligations; all as set forth herein.

Customer Signature			
Print Name		Date	

**Attachment 1 to Exhibit C****1. Contact Information**

Duke Energy Customer					
Customer Company Name ¹		Contact Name	☐ Customer's Agent ²		
Office Phone		Mobile Phone			
Email Address					
Duke Energy Account Number(s) for Installation Address ³					
Installation Street Address					
City		State		ZIP Code	

2. Payment Information

Payment Information				
Who should receive rebate/incentive payment ⁴	☐ Customer	☐ (Customer must sign authorization on page 20)		
Payment Mailing Address				
City		State	ZIP Code	
Provide Tax ID number and W-9 (v2014 or later) for Customer	Customer Tax ID No.			

Complete all requested information. Check each box to indicate completion of the following program requirements:

- ☐ All sections of application
- ☐ Tax ID number for Customer
- ☐ W-9 for Customer Customer
- ☐ agrees to terms and conditions

¹Customer information should match the Duke Energy customer of record and W-9 form provided with this application. If the customer entity is a business affiliate of the Duke Energy customer of record, documentation must be provided that demonstrates the business affiliation.

² If an outside agent is acting on behalf of the Duke Energy customer of record, a letter of authorization on customer letterhead and signed by an authorized employee of the customer is required.

³ For multiple accounts/locations, attach a list detailing accounts, installation addresses and equipment.

⁴ If payment is to be made to an entity other than the Duke Energy customer of record or the vendor, a payment waiver is required and will be provided for customer signature.

Attachment 1 to Exhibit C (Con't.)

Upgrades For Duke Energy Outdoor Lighting Fixtures - Indiana

Select One	Measure Description	Fixture Replacement	Rebate per unit	Enter Quantity	Total Rebate Before Cap
☐	Exterior LED fixture	☐ replacing up to 175 lamp wattage HID fixture	\$30/fixture		
☐	Exterior LED fixture	☐ replacing 176-250 lamp wattage HID fixture	\$50/fixture		
☐	Exterior LED fixture	☐ replacing 251-400 lamp wattage HID fixture	\$75/fixture		
☐	Exterior LED fixture	☐ > 400 lamp wattage HID fixture \$200	\$200/fixture		

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

BLOOMINGTON, IN
LED INSTALLS

CONTACT:
JORDAN ANDERSON
CREATED BY:
CHARLES (RICK) KNIGHTS
Page 18 of 19

Date Exported: 3/4/2025

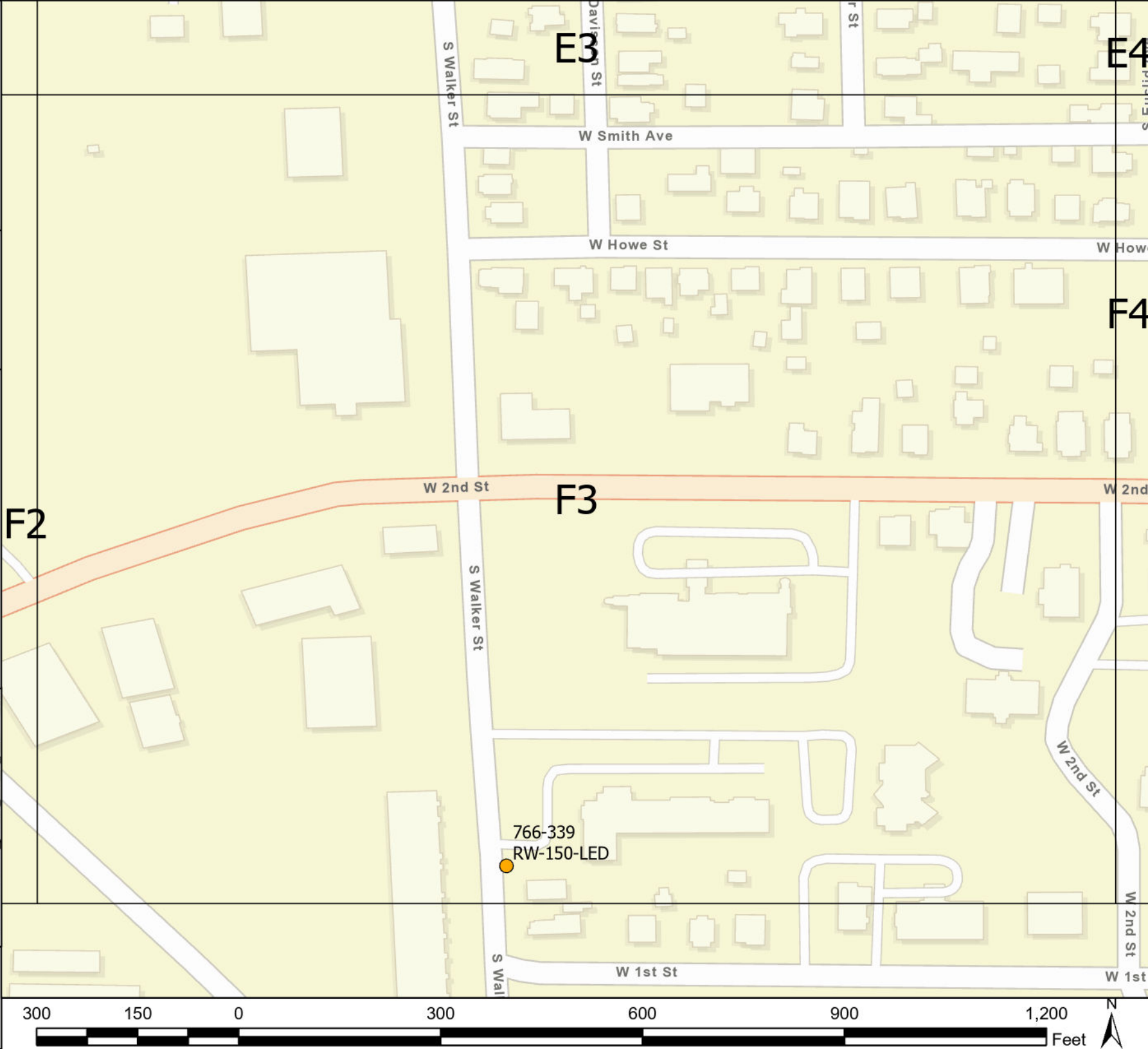
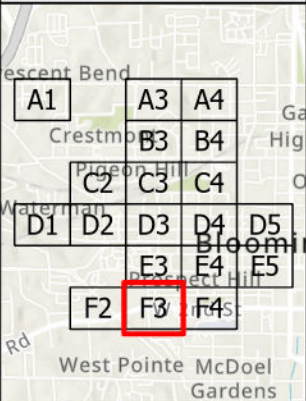
NOTES:
ALL LIGHT INSTALLS
INCLUDE VZW
SMART PHOTOCCELL

_56940276

WATTS

- 150
- <all other values>

GRID





Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Street Division

Staff Representative: Cheyenne Bowlen

Meeting Date: September 23, 2025

The following existing street light locations will be converted from older, legacy sodium vapor street lights to modern and efficient Light Emitting Diode (LED) technologies as part of the Department of Public Works (DPW) LED Light Conversion Program.

The streetlights will consist of LED full cut off roadway style fixtures mounted on existing poles. These lights will be leased through Duke Energy with the City paying for ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services. All of the costs associated with street lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

1. Location: **W 3rd St between S Buckner St and S Fairview St**
Fixture: Four (4) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$26.36
2. Location: **W Fountain Dr and N Adams St**
Fixture: One (1) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$6.59
3. Location: **S Walker St between W 1st St and W 2nd St**
Fixture: One (1) 150W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$9.99
4. Location: **W 9th St between N Elm St and N Fairview St**
Fixture: Three (3) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$19.77
5. Location: **W 16th St and N Monroe St**
Fixture: One (1) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$6.59



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham
FROM: Cheyenne Bowlen
DATE: September 23, 2025
RE: Outdoor Lighting Service Agreement with Duke Energy at W 9th St
between N Elm St and N Fairview St

Contract Recipient/Vendor Name:	Duke Energy
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Cheyenne Bowlen
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2046
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-779
Due Date For Signature:	September 23, 2025
Expiration Date of Contract:	12/31/2035
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	Mo. Costs \$19.77
Funding Source:	2202-20-200000-53520
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Cheyenne Bowlen

Summary of Contract:

Location: W 9th St between N Elm St and N Fairview St
Fixture: Three (3) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$19.77

Note: Duke has, via email, refused to execute the statutorily required E-Verify, Non-Collusion, and Non-Discrimination provisions.

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$ 19.77 MO

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		Yes	No
# of Submittals:			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:

Duke Energy is a sole source provider for street light installation within the public right of way. The City leases street lights from Duke Energy and pays for the installation costs, energy, and maintenance costs with Duke providing the maintenance services. The City does not have the labor force or equipment necessary to provide maintenance services for over 3,000 street lights within the public right of way.

 Cheyenne Bowlen

Print/Type Name

 Asset Clerk

Print/Type Title

 Street Division

Department



INDIANA LIGHTING SERVICE AGREEMENT

Customer Information:

ARD&SYC,WIND,CP CDRWD, SHER OAKS
CHEYENNE.BOWLEN@BLOOMINGTON.IN.GOV
..

Project Information:

CITY OF BLOOMINGTON
BLOOMINGTON Indiana 47401-2433

Account Number:

9101 2294 9536

Installation Number:

7009600908

Work Order Number:

56943069

Duke Energy Representative Contact Info:

Zach Martin

This Lighting Service Agreement is hereby entered into this 14th day of February., 2025, between Duke Energy (hereinafter called the "Company") and CITY OF BLOOMINGTON (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LED and Service Regulations, or its successor, as the same is on file with the Indiana Public Service Commission (INDIANA UTILITY REGULATORY COMMISSION) and as may be amended and subsequently filed with the INDIANA UTILITY REGULATORY COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the INDIANA UTILITY REGULATORY COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Print Name _____ Date Signed _____

Customer Signature _____ Date Signed _____

Duke Energy Representative Jordan Anderson Date Signed 3/19/2025

Summary of Estimated Charges					
Minimum Service Term	Initial Monthly Cost	Total Early Termination Charges	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
10 Years (120) Months	\$19.77	\$0.00	\$0.00	\$2,372.40	\$19.77

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment	Maintenance	Energy	Unit Total	Sub-Total
R	3	Light Fixture Cobra Drop Lens High Pressure Sodium 100W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
I	3	Light Fixture Roadway LED 50W Gray Type III 3000K	\$3.06	\$2.31	\$1.22	\$6.59	\$19.77
		Subtotals:	\$0	\$0	\$0		
		Estimated Monthly Charge					\$19.77

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



OUTDOOR LIGHTING LED SERVICE AGREEMENT

PROPOSALS ARE VALID FOR 90 DAYS FROM THE DATE ON THE AGREEMENT AND MUST BE SIGNED AND RETURNED BEFORE THE PROPOSAL EXPIRATION DATE.

See Section I for lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts listed.

IN WITNESS WHEREOF, Company and Customer (each individually a "Party" or collectively the "Parties") hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Outdoor Lighting LED Service Agreement ("Agreement") is made and entered into by Duke Energy Indiana, LLC an Indiana limited liability corporation (hereafter, "Company"). Company is a subsidiary of Duke Energy Corporation. Neither Duke Energy Corporation nor any of its other subsidiaries and/or affiliated companies are parties to this Agreement.

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment ("Equipment") to provide, operate and maintain the System. In Company's sole discretion, the cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement.
- 1.2 Costs quoted excludes Commission approved tariff riders and sales tax.

A. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

****CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE**

Impact Watts = the energy used by the lamp watts plus ballast watts.

- | | |
|--|---|
| a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours. | c. Annual kWh divided by twelve (12) months equals monthly kWh. |
| b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh). | d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item. |

LIGHTING LAYOUT DESIGN DISCLAIMER

Company will install the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number, and types of lights). Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum foot-candle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

- 2.1 HOURS OF OPERATION are either the typical dusk-to-dawn photoelectric cell automatically operated System or as prescribed by a schedule agreed upon by the Company and the Customer. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. In Company's sole discretion, there may be assessed a monthly estimated energy usage based on either i) luminaire impact wattage and lamp source equally over twelve months (See Section I - A, above); ii) metered using actual energy usage plus a monthly meter charge; or iii) based upon a calculation related to an agreed upon schedule of usage and the luminaire impact wattage.

SECTION III. – ENERGY USAGE COST CALCULATION

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 3 of this Agreement and adding any energy Commission approved tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the Commission and shall be deemed a part of this Agreement.

SECTION IV. – SYSTEM MAINTENANCE

- 4.1 Company provided routine maintenance ("Maintenance") includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common Equipment. Acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Maintenance also covers ordinary wear and tear but only from Customer's proper use of the System. Repairs or replacements requested as a result of Customer caused damage will be performed on a time and material cost basis, in which instance i) an estimate of costs will be provided to the Customer; and ii) Customer agrees to pay for all such costs before the work begins. Company reserves the right, in its sole discretion, to charge Customer for repair costs incurred due to vandalism.
- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. Customer herein acknowledges that different types of lighting Equipment have different life spans and that lighting Equipment suppliers may also discontinue manufacture of certain Equipment. End of useful life for a System will be determined by the Company, in Company's sole discretion.
- 4.4 Company reserves the right to update or modify the monthly Maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one-hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V. – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable Commission approved tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due is summarized on Page 2 of this Agreement and are current at the time the Agreement is executed. A monthly bill will be rendered and due each month in accordance with the applicable Commission approved tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this System shall be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI. – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement shall be in accordance with the Option indicated on Page 2 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effect for successive automatic one-year extensions unless terminated by either Party upon sixty (60) days prior written notice.

SECTION VII. – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions governing the System are set forth in Exhibit "B" and incorporated herein by reference and made a part of this Agreement.
- 7.2 Supplementary Terms and Conditions governing certain NonResidential Smart Saver Program rebates and incentives (which Company makes available to certain Customers and which may be supplementary to the provision of the System) are set forth in Exhibit "C" and incorporated herein by reference and made a part of this Agreement.
- 7.3 This Agreement constitutes the final written expression between the Parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. Nothing herein shall preclude either Party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.4 This Agreement, the construction of this Agreement, all rights and obligations between the Parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the work is rendered without regard to its conflict of laws provisions.

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

1. All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement, for any reason whatsoever, shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other work by Company.
2. If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System, to be determined at the sole discretion Company, plus System removal costs.
3. The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
4. Service under this rate schedule shall be for a minimum initial term of ten (10) years from the commencement of service and shall continue until terminated by either Party by sixty (60) days prior written notice. Upon early termination of service under this schedule, the Customer shall pay an amount equal to the remaining monthly lease amount for the term of contract, applicable Customer Charges and removal cost of the facilities.
5. Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary; and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
6. Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
7. Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third-party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the Company. Company is not liable for any incidental, punitive, exemplary and/or consequential damages of any kind or nature arising under this Agreement COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
8. If a breach or default occurs, the non-breaching Party shall provide the breaching Party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching Party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching Party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching Party, at its sole discretion, shall provide notice to the breaching Party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, pandemics or epidemics, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
9. Customer desiring a Company-installed System on a public right-of-way or on other property not under Customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining all easements and/or all applicable property rights.
10. Company reserves the right to refuse to install Company Equipment on another's property; however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System Equipment.
11. Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned Equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If, in Company's sole discretion, the structure becomes unsuitable, or unsafe to support Company-owned Equipment, the Company retains the right to remove the Equipment from the structure. If Company Equipment is removed under these conditions, Customer shall pay Company a pro-rated amount for the removed Equipment plus removal costs minus salvage value.
12. When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount (if any) to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium, light emitting diode). Any such agreed upon changes will be documented either by a new or an amended Agreement. New Equipment added to the System will require a new Agreement.
13. If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
14. This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns
15. Each Party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
16. No delay of or omission in the exercise of any right, power or remedy accruing to any Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
17. Neither Party shall assign this Agreement without the prior written consent of the other Party, which consent, if given shall not relieve the Party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS

These Supplementary Terms and Conditions (the "Supplementary Terms and Conditions") shall apply to all Nonresidential Smart Saver® Program ("Program") Customer applications for i) Program pre-approval or pre-qualification, and ii) all applications for Program rebates/incentive payments; both applications as set forth herein as Attachment 1 to Exhibit C (collectively termed the "Application").

Program Rebate/Incentive Eligibility

- Only nonresidential Customer premises served by an active Company electric account that are eligible under applicable state regulations and are opted into the applicable Energy Efficiency Rider are eligible. Customers may call 866.380.9580 to verify eligibility. Written Customer consent is required to release eligibility status to a third party.
- Any Equipment which, either separately or as part of a project, has received a rebate/incentive from the Program or any other Company program is ineligible.
- Equipment and/or services provided to the Customer for free are not eligible for rebate/incentive payments. In no case will Company pay a rebate/incentive in excess of the actual cost of the new Equipment.
- If a Customer application is received with incomplete or inaccurate information, Company will notify the Customer(s). In order to be eligible for rebates/incentives, corrected applications must be resubmitted to Company by the end of the calendar year in which the original Application was submitted or within 90 days, whichever is later.
- To be eligible for rebates/incentives, the Customer who is receiving the rebate/incentive may be required to provide a Social Security number as the federal tax identification number for tax purposes and must sign and return the "Customer Consent to Release Personal Information" form ("Consent Form"), which will be provided by Company.

Program Monitoring, Verification, and Right to Inspect

- Company may require verification of both the sales transaction and Equipment installation and operability prior to any Program rebate/incentive payment.
- If monitoring of the Equipment is required by Company, payments will be based on the verified savings as measured by Company.
- Company may conduct random site inspections of the Equipment both prior to and after completion to verify scope and operability, and obtain information needed to determine the rebate/incentive.

Program Rebate/Incentive Payment

- Applications for payment, along with the required documentation, must be submitted within 90 calendar days of Equipment installation and operability.
- Program rebates/Incentives will not be paid until the eligible Equipment has been installed, is able to operate, and, if required by Company, Company has completed verification as set forth in "Program Monitoring, Verification and Right to Inspect" above.
- The Customer's account must be active and eligible throughout the process of Application review and rebate/incentive payment. Rebate/Incentive payments will not be issued on inactive accounts. A waiver signed by the original Customer is required if the Customer of record changes prior to rebate/incentive payment.
- The Customer assumes all responsibilities for any and all tax liabilities resulting from Company rebate/incentive payment.
- By accepting the Program rebate/incentive payment, the Customer agrees to transfer to Company the rights to all Attributes of the Equipment or its operation. Attributes include, but are not limited to, any and all credits, benefits, emissions reductions, offsets and allowances resulting from the avoidance of the emission of any substance into the air, soil or water at or by Company generating facilities through reduced generation of energy or other savings or offsets resulting from the Equipment. The Customer will not claim ownership of any Attributes. Additionally, the Customer will transfer to Company the right to bid any energy efficiency, coincident demand and demand response resources associated with the projects into regional transmission organization (RTO) or independent system operator (ISO) markets.
- Company may withhold payment if the Equipment is no longer in operation in the applicable jurisdiction.

Program Disclaimers; Release of Liability

- The Company, in its sole discretion, reserves the right to change (at any time) the Program Rebate/Incentive levels and/or qualifying efficiency levels. In addition, Company (in its sole discretion) retains the right to adjust or terminate the approved Program rebate/incentive amount at any time whether due to regulatory requirements, measurement, verification and evaluation results, codes and standards, Equipment pricing, or for any other reason.
- Company reserves the right to limit Program rebate/incentive funds to a first-come, first-served basis.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS, (CON'T)**Program Customer Certification**

As evidenced by Customer's signature below, Customer herein certifies as follows:

- a. *that the premise for which Customer is applying for Program rebates/incentives is served by Company (or an affiliate of Company)*
- b. *that the Customer information provided herein is accurate and complete;*
- c. *that Customer has purchased and installed the Equipment (indicated herein) for the business facility listed herein and not for resale;*
- d. *that the proposed rebate/incentive payment from Company is subject to change based on verification and Company approval;*
- e. *That Customer agrees to Company's verification of both the sales transaction and Equipment installation which may include a site inspection from a Company representative or Company agent;*
- f. *that Customer is not allowed to receive more than one Program rebate/incentive from Company on any piece of Equipment;*
- g. *that Customer's participation in the Program may be taxable;*
- h. *that Customer is solely responsible for paying all taxes;*
- i. *that Company does not endorse any particular manufacturer, product or system design within the Program;*
- j. *that Customer understands and agrees that: i) to the extent Company has acquired any applicable underlying manufacturer Equipment warranties ("Manufacturer Warranties"), Company (and not Customer) shall directly engage the underlying manufacturer to secure applicable remedies for the Customer for the duration of the Manufacturer Warranties; and ii) following expiration of any Manufacturer Warranties, Company does not expressly or implicitly offer any other warranties and does not warrant the performance of any installed Equipment ; and*
- k. *that Company does not warrant that the installed Equipment meets applicable building codes or safety standards*

Program Customer Indemnification

As evidenced by the Customer's signature below, Customer herein further agrees as follows:

Customer shall indemnify, defend, hold harmless and release Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against all claims, demands, causes of actions, liabilities, losses, damages and/or expenses (including reasonable attorney fees) resulting from (or alleged to result from) the installation, operation and/or disposal of the Equipment (and related materials) covered herein; including all liability from incidental, punitive, exemplary and/or consequential damages.

Program Miscellaneous Provisions

- a) *If any part, term, or provision of this Exhibit C is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.*
- b) *This Exhibit C contains the entire agreement of the Parties relating to the Program and supersedes all prior and contemporaneous agreements, understandings, usages of trade and courses of dealing (whether written or oral) pertaining to the Program. This Exhibit C may only be modified by a written agreement signed by both Parties expressly modifying Exhibit C.*
- c) *All Disclaimer, Certifications, Liability and/or Indemnification provisions set forth in Exhibit C shall survive the termination, cancellation, or expiration of Exhibit C and of the Agreement. In the event of a Program related conflict between the terms of the Agreement and the terms of Exhibit C, the terms of Exhibit C shall govern.*
- d) *This Exhibit C, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.*
- e) *Each party to this Exhibit C represents that it is sophisticated and capable of understanding all of the terms of this Exhibit C, that it has had an opportunity to review this Exhibit C with its counsel, and that it enters this Exhibit C with full knowledge of the terms of this Exhibit C.*
- f) *No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Exhibit C shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.*
- g) *Neither Party shall assign this Exhibit C without the prior written consent of the other Party, which consent, if given shall not relieve the Party of making such assignment from full responsibility for the fulfillment of its obligations under this Exhibit C. PROVIDED, THAT the Company may assign this Exhibit C to its parent or any subsidiary entity or to an affiliate.*

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS, (CON'T)

Program Attestation

By signing below, I _____ [Customer name] agree to the following.

- I do hereby consent to Company disclosing my Account Number and/or Federal Tax ID Number to its subcontractors solely for the purpose of administering Company's Smart \$aver Business program. I understand that such subcontractors are contractually bound to otherwise maintain my Company Account Number and/or Federal Tax ID Number in the strictest of confidence.
- I have read and agree to the Supplemental Terms and Conditions of the Program
- I certify that I meet the eligibility requirements of the Program, as applicable, and that all information provided within my Application is correct to the best of my knowledge.
- I certify that the taxpayer identification number provided in my Application is current and correct. I am not subject to backup withholding because: (a) I am exempt from backup withholding; (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding. I am a U.S. citizen (includes a U.S. resident alien).

CUSTOMER SIGNATURE REQUIRED

By signing below, I certify that I have read and agree to the terms of the Program as set forth in Exhibit C (Supplemental Terms and Conditions) which encompasses all Program Attestations, Certifications, Disclaimers, Release of Liability and Indemnification obligations; all as set forth herein.

Customer Signature			
Print Name		Date	

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

**Attachment 1 to Exhibit C****1. Contact Information**

Duke Energy Customer					
Customer Company Name ¹		Contact Name	☐ Customer's Agent ²		
Office Phone		Mobile Phone			
Email Address					
Duke Energy Account Number(s) for Installation Address ³					
Installation Street Address					
City		State		ZIP Code	

2. Payment Information

Payment Information				
Who should receive rebate/incentive payment ⁴	☐ Customer	☐ (Customer must sign authorization on page 20)		
Payment Mailing Address				
City		State	ZIP Code	
Provide Tax ID number and W-9 (v2014 or later) for Customer	Customer Tax ID No.			

Complete all requested information. Check each box to indicate completion of the following program requirements:

- ☐ All sections of application
- ☐ Tax ID number for Customer
- ☐ W-9 for Customer Customer
- ☐ agrees to terms and conditions

¹Customer information should match the Duke Energy customer of record and W-9 form provided with this application. If the customer entity is a business affiliate of the Duke Energy customer of record, documentation must be provided that demonstrates the business affiliation.

² If an outside agent is acting on behalf of the Duke Energy customer of record, a letter of authorization on customer letterhead and signed by an authorized employee of the customer is required.

³ For multiple accounts/locations, attach a list detailing accounts, installation addresses and equipment.

⁴ If payment is to be made to an entity other than the Duke Energy customer of record or the vendor, a payment waiver is required and will be provided for customer signature.

Attachment 1 to Exhibit C (Con't.)

Upgrades For Duke Energy Outdoor Lighting Fixtures - Indiana

Select One	Measure Description	Fixture Replacement	Rebate per unit	Enter Quantity	Total Rebate Before Cap
☐	Exterior LED fixture	☐ replacing up to 175 lamp wattage HID fixture	\$30/fixture		
☐	Exterior LED fixture	☐ replacing 176-250 lamp wattage HID fixture	\$50/fixture		
☐	Exterior LED fixture	☐ replacing 251-400 lamp wattage HID fixture	\$75/fixture		
☐	Exterior LED fixture	☐ > 400 lamp wattage HID fixture \$200	\$200/fixture		

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BLOOMINGTON, IN
LED INSTALLS

CONTACT:
JORDAN ANDERSON
CREATED BY:
CHARLES (RICK) KNIGHTS
Page 7 of 19

Date Exported: 3/4/2025

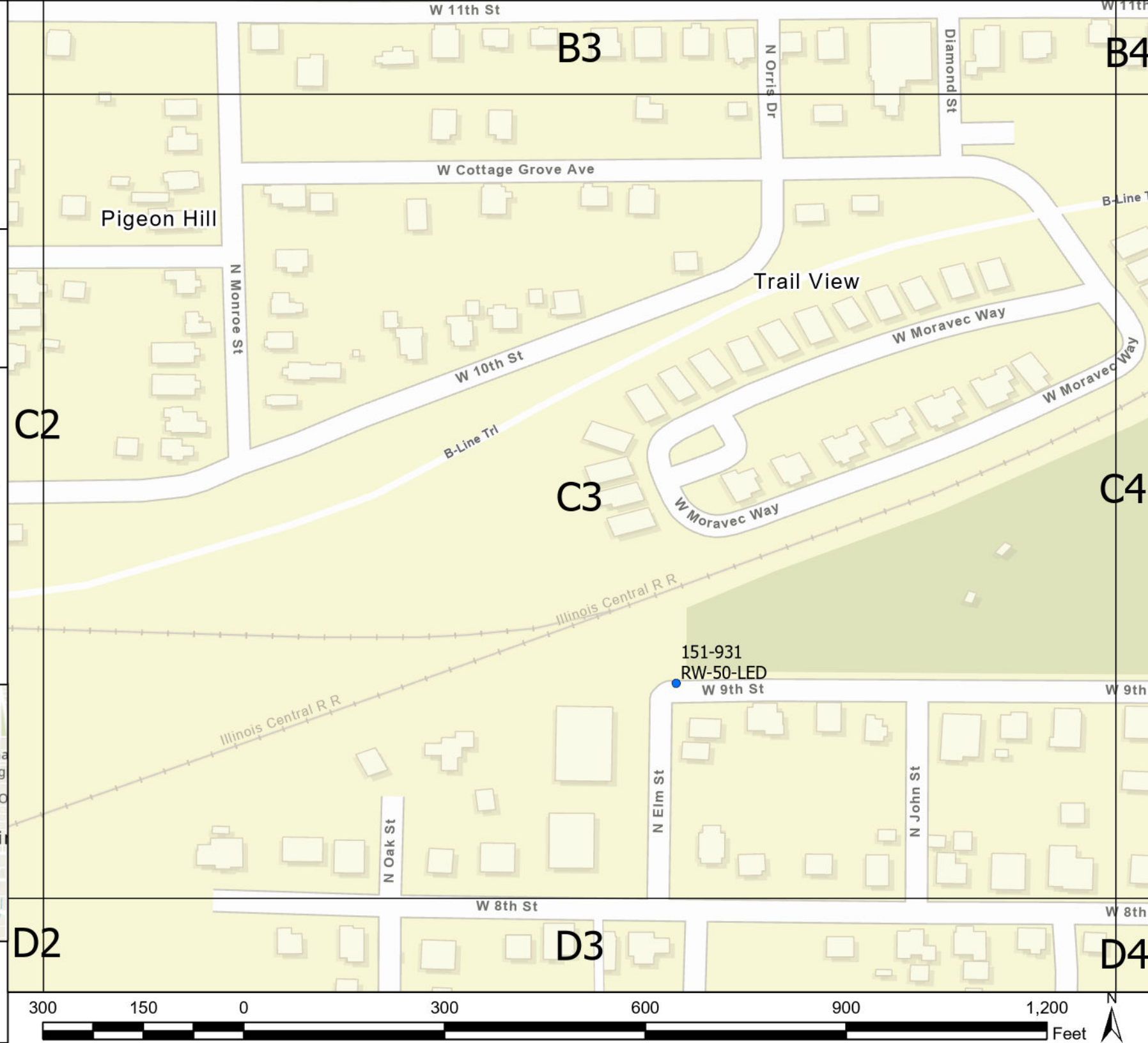
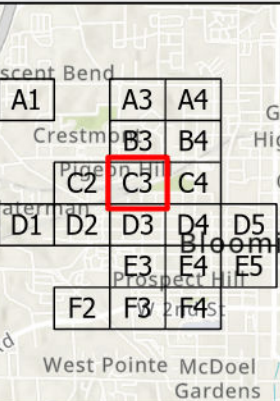
NOTES:
ALL LIGHT INSTALLS
INCLUDE VZW
SMART PHOTOCCELL

_56943069

WATTS

- 50
- <all other values>

GRID



BLOOMINGTON, IN
LED INSTALLS

CONTACT:
JORDAN ANDERSON
CREATED BY:
CHARLES (RICK) KNIGHTS
Page 8 of 19

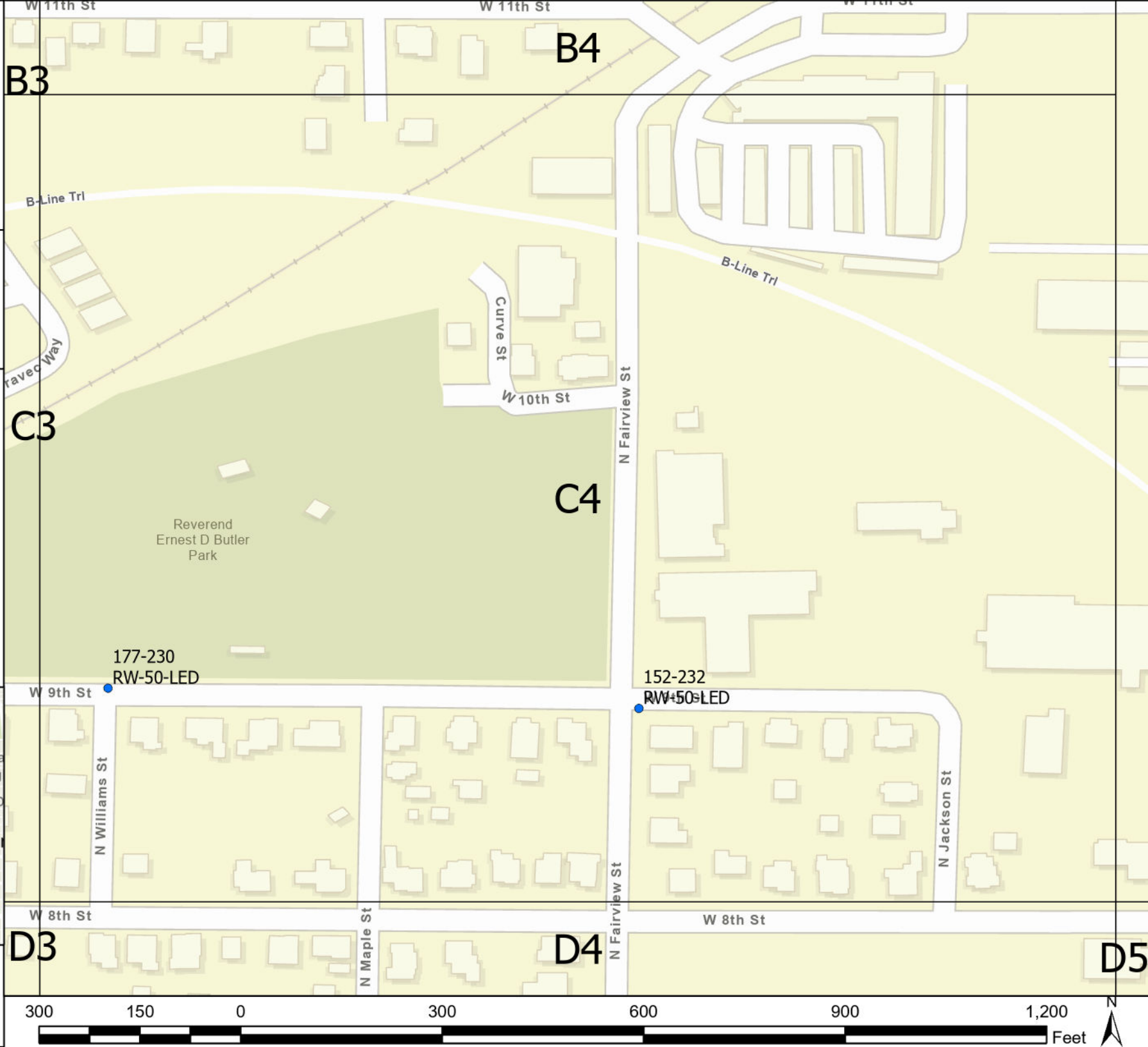
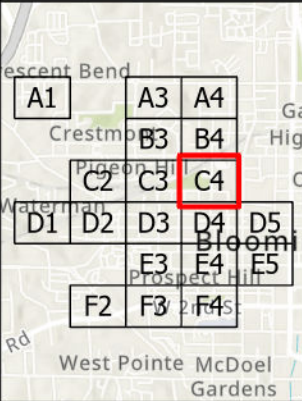
Date Exported: 3/4/2025

NOTES:
ALL LIGHT INSTALLS
INCLUDE VZW
SMART PHOTOCELL

_56943069
WATTS

- 50
- <all other values>

GRID



300 150 0 300 600 900 1,200





Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Street Division

Staff Representative: Cheyenne Bowlen

Meeting Date: September 23, 2025

The following existing street light locations will be converted from older, legacy sodium vapor street lights to modern and efficient Light Emitting Diode (LED) technologies as part of the Department of Public Works (DPW) LED Light Conversion Program.

The streetlights will consist of LED full cut off roadway style fixtures mounted on existing poles. These lights will be leased through Duke Energy with the City paying for ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services. All of the costs associated with street lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

1. Location: **W 3rd St between S Buckner St and S Fairview St**
Fixture: Four (4) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$26.36
2. Location: **W Fountain Dr and N Adams St**
Fixture: One (1) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$6.59
3. Location: **S Walker St between W 1st St and W 2nd St**
Fixture: One (1) 150W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$9.99
4. Location: **W 9th St between N Elm St and N Fairview St**
Fixture: Three (3) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$19.77
5. Location: **W 16th St and N Monroe St**
Fixture: One (1) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$6.59



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham
FROM: Cheyenne Bowlen
DATE: September 23, 2025
RE: Outdoor Lighting Service Agreement with Duke Energy at W 16th St
and N Monroe St

Contract Recipient/Vendor Name:	Duke Energy
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Cheyenne Bowlen
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2046
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-780
Due Date For Signature:	September 23, 2025
Expiration Date of Contract:	12/31/2035
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	Mo. Costs \$6.59
Funding Source:	2202-20-200000-53520
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Cheyenne Bowlen

Summary of Contract:

Location: W 16th St and N Monroe St

Fixture: One (1) 50W LED Roadway fixtures mounted on existing poles

Estimated Monthly Charge: \$6.59

Note: Duke has, via email, refused to execute the statutorily required E-Verify, Non-Collusion, and Non-Discrimination provisions.

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$ 6.59 MO

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		Yes	No
# of Submittals:			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:

Duke Energy is a sole source provider for street light installation within the public right of way. The City leases street lights from Duke Energy and pays for the installation costs, energy, and maintenance costs with Duke providing the maintenance services. The City does not have the labor force or equipment necessary to provide maintenance services for over 3,000 street lights within the public right of way.

 Cheyenne Bowlen

Print/Type Name

 Asset Clerk

Print/Type Title

 Street Division

Department



INDIANA LIGHTING SERVICE AGREEMENT

Customer Information:

CITY OF BLOOMINGTON

CHEYENNE.BOWLEN@BLOOMINGTON.IN.GOV

..

Project Information:

612 W 15TH ST LIGHT

BLOOMINGTON Indiana 47404-3418

Account Number:

9101 4630 4359

Installation Number:

7010506454

Work Order Number:

56964379

Duke Energy Representative Contact Info:

Zach Martin

This Lighting Service Agreement is hereby entered into this 13th day of February., 2025, between Duke Energy (hereinafter called the "Company") and CITY OF BLOOMINGTON (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LED and Service Regulations, or its successor, as the same is on file with the Indiana Public Service Commission (INDIANA UTILITY REGULATORY COMMISSION) and as may be amended and subsequently filed with the INDIANA UTILITY REGULATORY COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the INDIANA UTILITY REGULATORY COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature _____

Date Signed _____

Duke Energy Representative Jordan Anderson

Date Signed 3/19/2025



Summary of Estimated Charges					
Minimum Service Term	Initial Monthly Cost	Total Early Termination Charges	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
10 Years (120) Months	6.59	0.00	0.00	790.80	6.59

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment	Maintenance	Energy	Unit Total	Sub-Total
R	001	Light Fixture Cobra Drop Lens High Pressure Sodium 100W	0.00	0.00	0.00	0.00	0.00
I	001	Light Fixture Roadway LED 50W Gray Type III 3000K	3.06	2.31	1.22	6.59	6.59
		Subtotals:	\$0	\$0	\$0		
		Estimated Monthly Charge					\$6.59

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



OUTDOOR LIGHTING LED SERVICE AGREEMENT

PROPOSALS ARE VALID FOR 90 DAYS FROM THE DATE ON THE AGREEMENT AND MUST BE SIGNED AND RETURNED BEFORE THE PROPOSAL EXPIRATION DATE.

See Section I for lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts listed.

IN WITNESS WHEREOF, Company and Customer (each individually a "Party" or collectively the "Parties") hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Outdoor Lighting LED Service Agreement ("Agreement") is made and entered into by Duke Energy Indiana, LLC an Indiana limited liability corporation (hereafter, "Company"). Company is a subsidiary of Duke Energy Corporation. Neither Duke Energy Corporation nor any of its other subsidiaries and/or affiliated companies are parties to this Agreement.

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment ("Equipment") to provide, operate and maintain the System. In Company's sole discretion, the cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement.
- 1.2 Costs quoted excludes Commission approved tariff riders and sales tax.

A. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

****CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE**

Impact Watts = the energy used by the lamp watts plus ballast watts.

- | | |
|--|---|
| a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours. | c. Annual kWh divided by twelve (12) months equals monthly kWh. |
| b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh). | d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item. |

LIGHTING LAYOUT DESIGN DISCLAIMER

Company will install the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number, and types of lights). Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum foot-candle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

- 2.1 HOURS OF OPERATION are either the typical dusk-to-dawn photoelectric cell automatically operated System or as prescribed by a schedule agreed upon by the Company and the Customer. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. In Company's sole discretion, there may be assessed a monthly estimated energy usage based on either i) luminaire impact wattage and lamp source equally over twelve months (See Section I - A, above); ii) metered using actual energy usage plus a monthly meter charge; or iii) based upon a calculation related to an agreed upon schedule of usage and the luminaire impact wattage.

SECTION III. – ENERGY USAGE COST CALCULATION

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 3 of this Agreement and adding any energy Commission approved tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the Commission and shall be deemed a part of this Agreement.

SECTION IV. – SYSTEM MAINTENANCE

- 4.1 Company provided routine maintenance ("Maintenance") includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common Equipment. Acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Maintenance also covers ordinary wear and tear but only from Customer's proper use of the System. Repairs or replacements requested as a result of Customer caused damage will be performed on a time and material cost basis, in which instance i) an estimate of costs will be provided to the Customer; and ii) Customer agrees to pay for all such costs before the work begins. Company reserves the right, in its sole discretion, to charge Customer for repair costs incurred due to vandalism.
- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. Customer herein acknowledges that different types of lighting Equipment have different life spans and that lighting Equipment suppliers may also discontinue manufacture of certain Equipment. End of useful life for a System will be determined by the Company, in Company's sole discretion.
- 4.4 Company reserves the right to update or modify the monthly Maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one-hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V. – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable Commission approved tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due is summarized on Page 2 of this Agreement and are current at the time the Agreement is executed. A monthly bill will be rendered and due each month in accordance with the applicable Commission approved tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this System shall be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI. – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement shall be in accordance with the Option indicated on Page 2 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effect for successive automatic one-year extensions unless terminated by either Party upon sixty (60) days prior written notice.

SECTION VII. – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions governing the System are set forth in Exhibit "B" and incorporated herein by reference and made a part of this Agreement.
- 7.2 Supplementary Terms and Conditions governing certain NonResidential Smart Saver Program rebates and incentives (which Company makes available to certain Customers and which may be supplementary to the provision of the System) are set forth in Exhibit "C" and incorporated herein by reference and made a part of this Agreement.
- 7.3 This Agreement constitutes the final written expression between the Parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. Nothing herein shall preclude either Party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.4 This Agreement, the construction of this Agreement, all rights and obligations between the Parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the work is rendered without regard to its conflict of laws provisions.

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

1. All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement, for any reason whatsoever, shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other work by Company.
2. If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System, to be determined at the sole discretion Company, plus System removal costs.
3. The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
4. Service under this rate schedule shall be for a minimum initial term of ten (10) years from the commencement of service and shall continue until terminated by either Party by sixty (60) days prior written notice. Upon early termination of service under this schedule, the Customer shall pay an amount equal to the remaining monthly lease amount for the term of contract, applicable Customer Charges and removal cost of the facilities.
5. Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary; and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
6. Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
7. Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third-party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the Company. Company is not liable for any incidental, punitive, exemplary and/or consequential damages of any kind or nature arising under this Agreement COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
8. If a breach or default occurs, the non-breaching Party shall provide the breaching Party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching Party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching Party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching Party, at its sole discretion, shall provide notice to the breaching Party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, pandemics or epidemics, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
9. Customer desiring a Company-installed System on a public right-of-way or on other property not under Customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining all easements and/or all applicable property rights.
10. Company reserves the right to refuse to install Company Equipment on another's property; however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System Equipment.
11. Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned Equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If, in Company's sole discretion, the structure becomes unsuitable, or unsafe to support Company-owned Equipment, the Company retains the right to remove the Equipment from the structure. If Company Equipment is removed under these conditions, Customer shall pay Company a pro-rated amount for the removed Equipment plus removal costs minus salvage value.
12. When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount (if any) to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium, light emitting diode). Any such agreed upon changes will be documented either by a new or an amended Agreement. New Equipment added to the System will require a new Agreement.
13. If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
14. This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns
15. Each Party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
16. No delay of or omission in the exercise of any right, power or remedy accruing to any Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
17. Neither Party shall assign this Agreement without the prior written consent of the other Party, which consent, if given shall not relieve the Party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS

These Supplementary Terms and Conditions (the "Supplementary Terms and Conditions") shall apply to all Nonresidential Smart Saver® Program ("Program") Customer applications for i) Program pre-approval or pre-qualification, and ii) all applications for Program rebates/incentive payments; both applications as set forth herein as Attachment 1 to Exhibit C (collectively termed the "Application").

Program Rebate/Incentive Eligibility

- Only nonresidential Customer premises served by an active Company electric account that are eligible under applicable state regulations and are opted into the applicable Energy Efficiency Rider are eligible. Customers may call 866.380.9580 to verify eligibility. Written Customer consent is required to release eligibility status to a third party.
- Any Equipment which, either separately or as part of a project, has received a rebate/incentive from the Program or any other Company program is ineligible.
- Equipment and/or services provided to the Customer for free are not eligible for rebate/incentive payments. In no case will Company pay a rebate/incentive in excess of the actual cost of the new Equipment.
- If a Customer application is received with incomplete or inaccurate information, Company will notify the Customer(s). In order to be eligible for rebates/incentives, corrected applications must be resubmitted to Company by the end of the calendar year in which the original Application was submitted or within 90 days, whichever is later.
- To be eligible for rebates/incentives, the Customer who is receiving the rebate/incentive may be required to provide a Social Security number as the federal tax identification number for tax purposes and must sign and return the "Customer Consent to Release Personal Information" form ("Consent Form"), which will be provided by Company.

Program Monitoring, Verification, and Right to Inspect

- Company may require verification of both the sales transaction and Equipment installation and operability prior to any Program rebate/incentive payment.
- If monitoring of the Equipment is required by Company, payments will be based on the verified savings as measured by Company.
- Company may conduct random site inspections of the Equipment both prior to and after completion to verify scope and operability, and obtain information needed to determine the rebate/incentive.

Program Rebate/Incentive Payment

- Applications for payment, along with the required documentation, must be submitted within 90 calendar days of Equipment installation and operability.
- Program rebates/Incentives will not be paid until the eligible Equipment has been installed, is able to operate, and, if required by Company, Company has completed verification as set forth in "Program Monitoring, Verification and Right to Inspect" above.
- The Customer's account must be active and eligible throughout the process of Application review and rebate/incentive payment. Rebate/Incentive payments will not be issued on inactive accounts. A waiver signed by the original Customer is required if the Customer of record changes prior to rebate/incentive payment.
- The Customer assumes all responsibilities for any and all tax liabilities resulting from Company rebate/incentive payment.
- By accepting the Program rebate/incentive payment, the Customer agrees to transfer to Company the rights to all Attributes of the Equipment or its operation. Attributes include, but are not limited to, any and all credits, benefits, emissions reductions, offsets and allowances resulting from the avoidance of the emission of any substance into the air, soil or water at or by Company generating facilities through reduced generation of energy or other savings or offsets resulting from the Equipment. The Customer will not claim ownership of any Attributes. Additionally, the Customer will transfer to Company the right to bid any energy efficiency, coincident demand and demand response resources associated with the projects into regional transmission organization (RTO) or independent system operator (ISO) markets.
- Company may withhold payment if the Equipment is no longer in operation in the applicable jurisdiction.

Program Disclaimers; Release of Liability

- The Company, in its sole discretion, reserves the right to change (at any time) the Program Rebate/Incentive levels and/or qualifying efficiency levels. In addition, Company (in its sole discretion) retains the right to adjust or terminate the approved Program rebate/incentive amount at any time whether due to regulatory requirements, measurement, verification and evaluation results, codes and standards, Equipment pricing, or for any other reason.
- Company reserves the right to limit Program rebate/incentive funds to a first-come, first-served basis.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS, (CON'T)**Program Customer Certification**

As evidenced by Customer's signature below, Customer herein certifies as follows:

- a. *that the premise for which Customer is applying for Program rebates/incentives is served by Company (or an affiliate of Company)*
- b. *that the Customer information provided herein is accurate and complete;*
- c. *that Customer has purchased and installed the Equipment (indicated herein) for the business facility listed herein and not for resale;*
- d. *that the proposed rebate/incentive payment from Company is subject to change based on verification and Company approval;*
- e. *That Customer agrees to Company's verification of both the sales transaction and Equipment installation which may include a site inspection from a Company representative or Company agent;*
- f. *that Customer is not allowed to receive more than one Program rebate/incentive from Company on any piece of Equipment;*
- g. *that Customer's participation in the Program may be taxable;*
- h. *that Customer is solely responsible for paying all taxes;*
- i. *that Company does not endorse any particular manufacturer, product or system design within the Program;*
- j. *that Customer understands and agrees that: i) to the extent Company has acquired any applicable underlying manufacturer Equipment warranties ("Manufacturer Warranties"), Company (and not Customer) shall directly engage the underlying manufacturer to secure applicable remedies for the Customer for the duration of the Manufacturer Warranties; and ii) following expiration of any Manufacturer Warranties, Company does not expressly or implicitly offer any other warranties and does not warrant the performance of any installed Equipment ; and*
- k. *that Company does not warrant that the installed Equipment meets applicable building codes or safety standards*

Program Customer Indemnification

As evidenced by the Customer's signature below, Customer herein further agrees as follows:

Customer shall indemnify, defend, hold harmless and release Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against all claims, demands, causes of actions, liabilities, losses, damages and/or expenses (including reasonable attorney fees) resulting from (or alleged to result from) the installation, operation and/or disposal of the Equipment (and related materials) covered herein; including all liability from incidental, punitive, exemplary and/or consequential damages.

Program Miscellaneous Provisions

- a) *If any part, term, or provision of this Exhibit C is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.*
- b) *This Exhibit C contains the entire agreement of the Parties relating to the Program and supersedes all prior and contemporaneous agreements, understandings, usages of trade and courses of dealing (whether written or oral) pertaining to the Program. This Exhibit C may only be modified by a written agreement signed by both Parties expressly modifying Exhibit C.*
- c) *All Disclaimer, Certifications, Liability and/or Indemnification provisions set forth in Exhibit C shall survive the termination, cancellation, or expiration of Exhibit C and of the Agreement. In the event of a Program related conflict between the terms of the Agreement and the terms of Exhibit C, the terms of Exhibit C shall govern.*
- d) *This Exhibit C, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.*
- e) *Each party to this Exhibit C represents that it is sophisticated and capable of understanding all of the terms of this Exhibit C, that it has had an opportunity to review this Exhibit C with its counsel, and that it enters this Exhibit C with full knowledge of the terms of this Exhibit C.*
- f) *No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Exhibit C shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.*
- g) *Neither Party shall assign this Exhibit C without the prior written consent of the other Party, which consent, if given shall not relieve the Party of making such assignment from full responsibility for the fulfillment of its obligations under this Exhibit C. PROVIDED, THAT the Company may assign this Exhibit C to its parent or any subsidiary entity or to an affiliate.*

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS, (CON'T)

Program Attestation

By signing below, I _____ [Customer name] agree to the following.

- I do hereby consent to Company disclosing my Account Number and/or Federal Tax ID Number to its subcontractors solely for the purpose of administering Company's Smart \$aver Business program. I understand that such subcontractors are contractually bound to otherwise maintain my Company Account Number and/or Federal Tax ID Number in the strictest of confidence.
- I have read and agree to the Supplemental Terms and Conditions of the Program
- I certify that I meet the eligibility requirements of the Program, as applicable, and that all information provided within my Application is correct to the best of my knowledge.
- I certify that the taxpayer identification number provided in my Application is current and correct. I am not subject to backup withholding because: (a) I am exempt from backup withholding; (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding. I am a U.S. citizen (includes a U.S. resident alien).

CUSTOMER SIGNATURE REQUIRED

By signing below, I certify that I have read and agree to the terms of the Program as set forth in Exhibit C (Supplemental Terms and Conditions) which encompasses all Program Attestations, Certifications, Disclaimers, Release of Liability and Indemnification obligations; all as set forth herein.

Customer Signature			
Print Name		Date	

**Attachment 1 to Exhibit C****1. Contact Information**

Duke Energy Customer					
Customer Company Name ¹		Contact Name	☐ Customer's Agent ²		
Office Phone		Mobile Phone			
Email Address					
Duke Energy Account Number(s) for Installation Address ³					
Installation Street Address					
City		State		ZIP Code	

2. Payment Information

Payment Information				
Who should receive rebate/incentive payment ⁴	☐ Customer	☐ (Customer must sign authorization on page 20)		
Payment Mailing Address				
City		State	ZIP Code	
Provide Tax ID number and W-9 (v2014 or later) for Customer	Customer Tax ID No.			

Complete all requested information. Check each box to indicate completion of the following program requirements:

- ☐ All sections of application
- ☐ Tax ID number for Customer
- ☐ W-9 for Customer Customer
- ☐ agrees to terms and conditions

¹Customer information should match the Duke Energy customer of record and W-9 form provided with this application. If the customer entity is a business affiliate of the Duke Energy customer of record, documentation must be provided that demonstrates the business affiliation.

² If an outside agent is acting on behalf of the Duke Energy customer of record, a letter of authorization on customer letterhead and signed by an authorized employee of the customer is required.

³ For multiple accounts/locations, attach a list detailing accounts, installation addresses and equipment.

⁴ If payment is to be made to an entity other than the Duke Energy customer of record or the vendor, a payment waiver is required and will be provided for customer signature.

Attachment 1 to Exhibit C (Con't.)

Upgrades For Duke Energy Outdoor Lighting Fixtures - Indiana

Select One	Measure Description	Fixture Replacement	Rebate per unit	Enter Quantity	Total Rebate Before Cap
☐	Exterior LED fixture	☐ replacing up to 175 lamp wattage HID fixture	\$30/fixture		
☐	Exterior LED fixture	☐ replacing 176-250 lamp wattage HID fixture	\$50/fixture		
☐	Exterior LED fixture	☐ replacing 251-400 lamp wattage HID fixture	\$75/fixture		
☐	Exterior LED fixture	☐ > 400 lamp wattage HID fixture \$200	\$200/fixture		

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

BLOOMINGTON, IN
LED INSTALLS

CONTACT:
JORDAN ANDERSON
CREATED BY:
CHARLES (RICK) KNIGHTS
Page 2 of 19

Date Exported: 3/4/2025

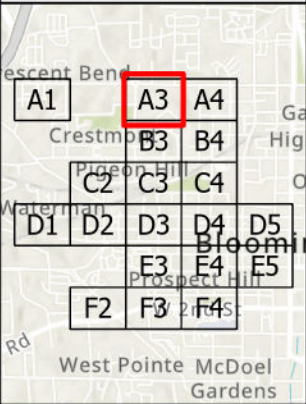
NOTES:
ALL LIGHT INSTALLS
INCLUDE VZW
SMART PHOTOCCELL

_56964379

WATTS

- 50
- <all other values>

GRID



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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/19/2025	Payroll				744,470.29
					<u>744,470.29</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 **\$ 744,470.29**

Dated this 23rd day of September 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:	Acceptance of Public Improvement Bond Estimate for Baxter Village Subdivision
Petitioner/Representative:	Beth Robinson - Baxter Village
Staff Representative:	Maria McCormick
Date:	September 23, 2025

Report:

The petitioner is requesting that we accept the Public Improvement Bond for the Baxter Village Subdivision that is going in at 4415 E. Moores Pike. This subdivision will consist of 18 single family lots. This bond covers all of the water, storm and sanitary infrastructure as well as the roadway, sidewalks and tree plot landscaping. The amount of this bond is \$1,357,600.

BAXTER VILLAGE SUBDIVISION - 4415 E MOORES PIKE

ROW IMPROVEMENTS COST ESTIMATE

September 3, 2025

	Quantity	Unit	Unit Price	Total Price
ELECTRICAL				
SITE LIGHTING	1	EA	\$1,758.00	\$1,758
SITE LIGHTING CONDUIT	120	LFT	\$9.91	\$1,189
SITE IMPROVEMENTS				
ROADWAY AGGREGATE BASE	3600	SYS	\$16.43	\$59,148
ROADWAY HMA BASE (3")	3600	SYS	\$19.64	\$70,704
ROADWAY HMA INTERMEDIATE (2")	3600	SYS	\$15.90	\$57,240
ROADWAY HMA SURFACE (1.5")	3600	SYS	\$9.96	\$35,856
SIDEWALK CONCRETE WITH BASE	1528	SYS	\$176.64	\$269,906
SIDEWALK RAMPS	12	EA	\$500.00	\$6,000
DETECTABLE WARNING STRIPS	12	EA	\$500.00	\$6,000
CURB AND GUTTER	2373	LFT	\$66.00	\$156,618
CROSSWALK MARKINGS/STOP BARS	61	LFT	\$10.00	\$605
STREET SIGNS AND POSTS	14	EA	\$300.00	\$4,200
STREET TREES	80	EA	\$537.66	\$43,013
GRASS SEEDING/MULCH	2111	SYS	\$12.71	\$26,831
UTILITIES				
INLET TYPE J	18	EA	\$1,250.00	\$22,500
INLET TYPE A	1	EA	\$1,400.00	\$1,400
INLET TYPE E	1	EA	\$1,800.00	\$1,800
48" WATER SEWER MANHOLE	1	EA	\$3,750.00	\$3,750
EJIW 7505 FRAME AND CASTING	18	EA	\$1,000.00	\$18,000
EJIW 5370 FRAME AND CASTING	1	EA	\$1,750.00	\$1,750
EJIW 6610 BEEHIVE FRAME AND CASTING	1	EA	\$1,500.00	\$1,500
12" TYPE 'S' HDPE STORM PIPE	539	LFT	\$46.00	\$24,794
18" TYPE 'S' HDPE STORM PIPE	644	LFT	\$60.00	\$38,640
24" TYPE 'S' HDPE STORM PIPE	60	LFT	\$68.00	\$4,080
8" PUBLIC WATER MAIN	1,223	LFT	\$78.00	\$95,394
FIRE HYDRANTS	2	EA	\$8,750.00	\$17,500
8" WATER VALVE	11	EA	\$2,030.00	\$22,330
SANITARY VALVE	4	EA	\$2,000.00	\$8,000
2" SANITARY FORCEMAIN	1,223	LFT	\$70.00	\$85,610

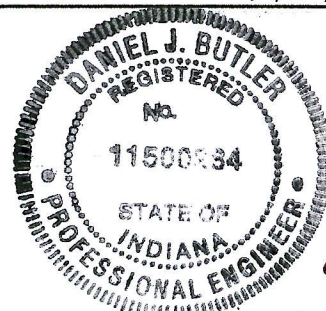
SUB-TOTAL= \$1,086,116

This estimate was prepared with information from the
INDOT unit price spreadsheet and information from recent
prices bid on projects prepared by this firm.

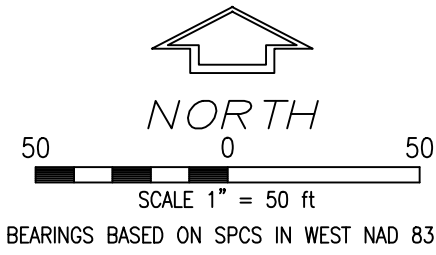
25% CONTINGENCY= \$271,529

TOTAL= \$1,357,645

ESTIMATED COSTS= \$1,357,600



[Handwritten Signature]
09-03-25



BAXTER VILLAGE

PRELIMINARY PLAT

SOURCE OF TITLE: Instrument 2013011516 and Instrument 2023011382

More particularly described below based on a survey survey by C.D. Graham, PS 9500014, dated June 21, 2023, as job number 402310 for Bynum Fanyo & Associates, Inc., recorded at Instrument 2023004247

DESCRIPTION:

A part of the Southeast quarter of the Southwest quarter of Section 1, Township 8 North, Range 1 West, Monroe County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the said quarter quarter; thence along the south line of said quarter quarter South 88 degrees 12 minutes 55 seconds West (basis of bearing SPC Indiana West) 641.50 to the Southeast corner of a 5 acre tract of land described in Instrument 2013011516, thence continuing along said south line South 88 degrees 12 minutes 55 seconds West 213.83 feet to the southwest corner of said 5 acre tract; thence along the west line of said 5 acre tract North 01 degrees 15 minutes 04 seconds West 1023.52 feet to the northwest corner of said 5 acre tract; thence along the north line of said 5 acre tract North 88 degrees 12 minutes 52 seconds East 213.83 feet to the northeast corner of said 5 acre tract; thence along the east line of said 5 acre tract South 01 degrees 15 minutes 04 seconds East 328.45 feet to the northwest corner of a 0.313 acre tract of land described in Instrument 2023011382, thence along the north line of said 0.313 acre tract North 88 degrees 19 minutes 33 seconds West 7.02 feet to the northeast corner of said 0.313 acre tract; thence along the east line of said 0.313 acre tract South 01 degrees 18 minutes 02 seconds East 60.00 feet to the southeast corner of said 0.313 acre tract; thence along the south line of said 0.313 acre tract South 88 degrees 19 minutes 33 seconds West 7.07 feet to the southwest corner of said 0.313 acre tract at the east line of said 5.00 acre tract; thence along said east line South 01 degrees 15 minutes 04 seconds East 635.07 feet to the point of beginning. Containing 5.034 acres, more or less.

EASEMENT NOTES:

DRAINAGE EASEMENT

- Shall be required for any surface swales or other minor drainage improvements that are intended to serve the lots on which they are located.
- Shall prohibit any alteration within the easement that would hinder or redirect flow.
- Shall provide that the owner of the lot on which the easement is placed shall be responsible for maintenance of the drainage features within such easement.
- Shall be enforceable by the City of Bloomington Utilities Department and by owners of properties that are adversely affected by conditions within the easement.
- Shall allow the City of Bloomington Utilities Department to enter upon the easement for the purpose of maintenance, to charge the costs of such maintenance to the responsible parties, to construct drainage facilities within the easement, and to assume responsibility for the drainage features at its discretion.

ACCESS EASEMENT

- Grants the general public the right to access the access easement for the use of pedestirans, bicyclists and vehicular traffic for the purpose of a turn-around at the end of Baxter Lane.
- Grants the City of Bloomington the right to construct, alter, repair, maintain, or remove improvements within the easement area.
- Prohibits the placement of any obstruction within the access easement.

LEGEND

BOUNDARY LINE	
LOT LINE	
EASEMENT LINE	
SET BACK LINE	
ROAD CENETERLINE	
PAVEMENT EDGE	
REBAR SET 'BFA 9500014'	
PLSS CORNER	

OWNER CERTIFICATION:

THE UNDERSIGNED, DARLENE A. MEYER, BEING THE OWNER OF THE ABOVE DESCRIBED REAL ESTATE, DOES HEREBY LAYOFF, PLAT AND SUBDIVIDE THE SAME INTO LOTS AND STREETS IN ACCORDANCE WITH THIS PLAT. THIS WITHIN PLAT SHALL BE KNOWN AND DESIGNATED AS BAXTER VILLAGE.

ALL ADDITIONAL ROAD RIGHT-OF-WAYS SHOWN AND NOT PREVIOUSLY DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC.

IN WITNESS WHEREOF, DARLENE A. MEYER, HAS HEREUNTO

EXECUTED THIS _____ DAY OF _____, 20____

BY: _____
NAME: DARLENE A. MEYER

NOTARY CERTIFICATION:

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF INDIANA AND MONROE COUNTY, PRESONALLY APPEARED JOSEPH A. ROSS, AGENT OF 701 CLUB, INC., BEING THE OWNER OF THE DESCRIBED REAL ESTATE AND WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING PLAT FOR THE REAL ESTATE KNOWN AS ARLINGTON CIRCLE SUBDIVISION, AS HIS VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____

_____, NOTARY PUBLIC

COUNTY OF RESIDENCE: _____

MY COMMISSION EXPIRES: _____

OWNER/SUBDIVIDER/DEVELOPER

NAME: DARLENE MEYER
ADDRESS: 517 N. GRANDVIEW DRIVE
BLOOMINGTON, IN 47408
TELEPHONE: 812-325-8524

DESIGN PROFESSIONALS

NAME: BYNUM FANYO & ASSOCIATES, INC.
ADDRESS: 528 NORTH WALNUT STREET
BLOOMINGTON, INDIANA 47404
TELEPHONE: 812-332-8030

SETBACK TABLE

R2 (RESIDENTIAL MEDIUM LOT)

FRONT YARD SETBACK	SIDE YARD SETBACK	REAR YARD SETBACK
15' FROM R-O-W	8'	25'
25' FROM R-O-W (FRONT LOADING GARAGE OR CARPORT)	10' FOR EACH STORY ABOVE GROUND FLOOR	

CERTIFICATE OF APPROVAL OF PLAN COMMISSION

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

APPROVED BY THE CITY PLAN COMMISSION AT A MEETING HELD:

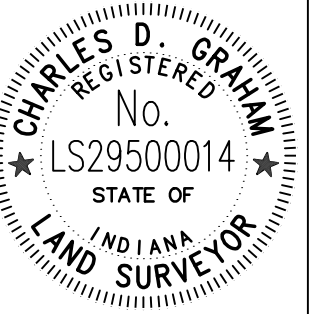
DIRECTOR OF PLANNING AND TRANSPORTATION

SURVEYOR'S CERTIFICATE:

THIS SURVEY WAS PERFORMED UNDER THE DIRECTION OF THE UNDERSIGNED, AND TO THE BEST OF THIS SURVEYOR'S KNOWLEDGE AND BELIEF WAS EXECUTED ACCORDING TO SURVEY REQUIREMENTS IN 865 IAC 1-12 FOR THE STATE OF INDIANA.
DATED THIS _____ DAY OF _____, 20____

PREPARED BY:

C. D. GRAHAM
REGISTERED LAND SURVEYOR 29500014
STATE OF INDIANA



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

FLOOD NOTE: According to FEMA Flood Insurance Rate Map (FIRM) this real estate is part of Community-Panel Number: 18105C 0141D, Effective Date: December 17, 2010. This property is located in Zone X, an area of minimal flood hazard.

BAXTER VILLAGE

Part of SW 1/4, Section 1, Township 8 North, Range 1 West
OWNER: DARLENE MEYER



BYNUM FANYO & ASSOCIATES, INC.
528 North Walnut Street
Bloomington, Indiana 47404
Phone (812)332-8030 Fax (812)339-2990



Board of Public Works Staff Report

Project/Event: W 2nd St Modernization Project
Staff Representative: Kyle Baugh
Petitioner/Representative: Thomas Schmidt
Date: September 23rd, 2025

Report: Duke Energy is requesting lane shifts, sidewalk closures, and a fee waiver for right-of-way work on the north and south side of W 2nd St, from W Walker St to Roger St. This request is to accommodate for electrical maintenance and installation of new facilities. The traffic control would be in place from November 3rd, 2025 to December 12th, 2025.

Duke Energy has supplied maintenance of traffic plans for all work.

Notification checklist:

Stakeholder name/Contact Info	Notes:
Emergency services	Notice provided via inRoads system
Bloomington Transit:	Notification requirement added as permit condition
Indiana university: • Susie Johnson, Associate Vice President for Facility Operations - saj3@iu.edu • Matthew Jeffries, Director of	N/A for this location



September 8, 2025

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

City of Bloomington Des 2200012 @ 2nd St Corridor Modernization

Dear Board Members,

Due to the Corridor Modernization (DES 2200012) along 2nd St, from Patterson Dr to S College Ave, Duke Energy Distribution is planning to relocate/install Duke facilities within the area. In order to facilitate this project, Duke Energy is respectfully requesting the temporary sidewalk and lane closures for electrical maintenance and installation of new facilities on the north and south side of W 2nd St, from W Walker St to Roger St. Duke energy is requesting the temporary closures between November 3rd 2025 & December 12th 2025.

Duke Energy will coordinate with the City of Bloomington and the City of Bloomington Utilities, law enforcement and transit providers to assure that this restriction and closure information is well communicated. Therefore, Duke respectfully requests that the Board of Public Works approves the restrictions closure referenced above from November 3rd, 2025, to December 12th 2025.

With regards,

Thomas Schmidt

Duke Energy/Leidos Distribution Engineer II

Thomas Schmidt

Figure 6H-10. Lane Closure on a Two-Lane Road Using Flaggers (TA-10)

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

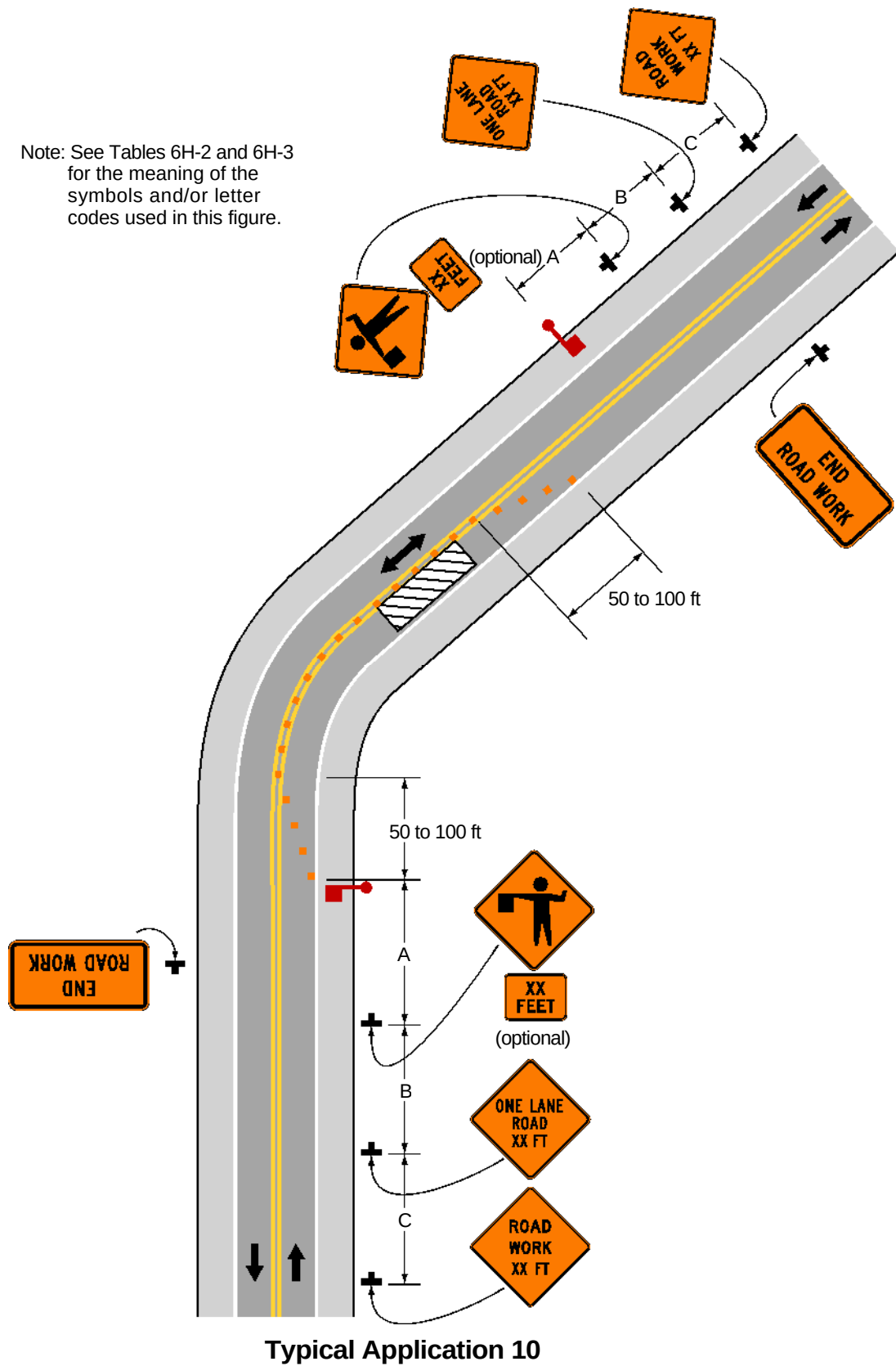
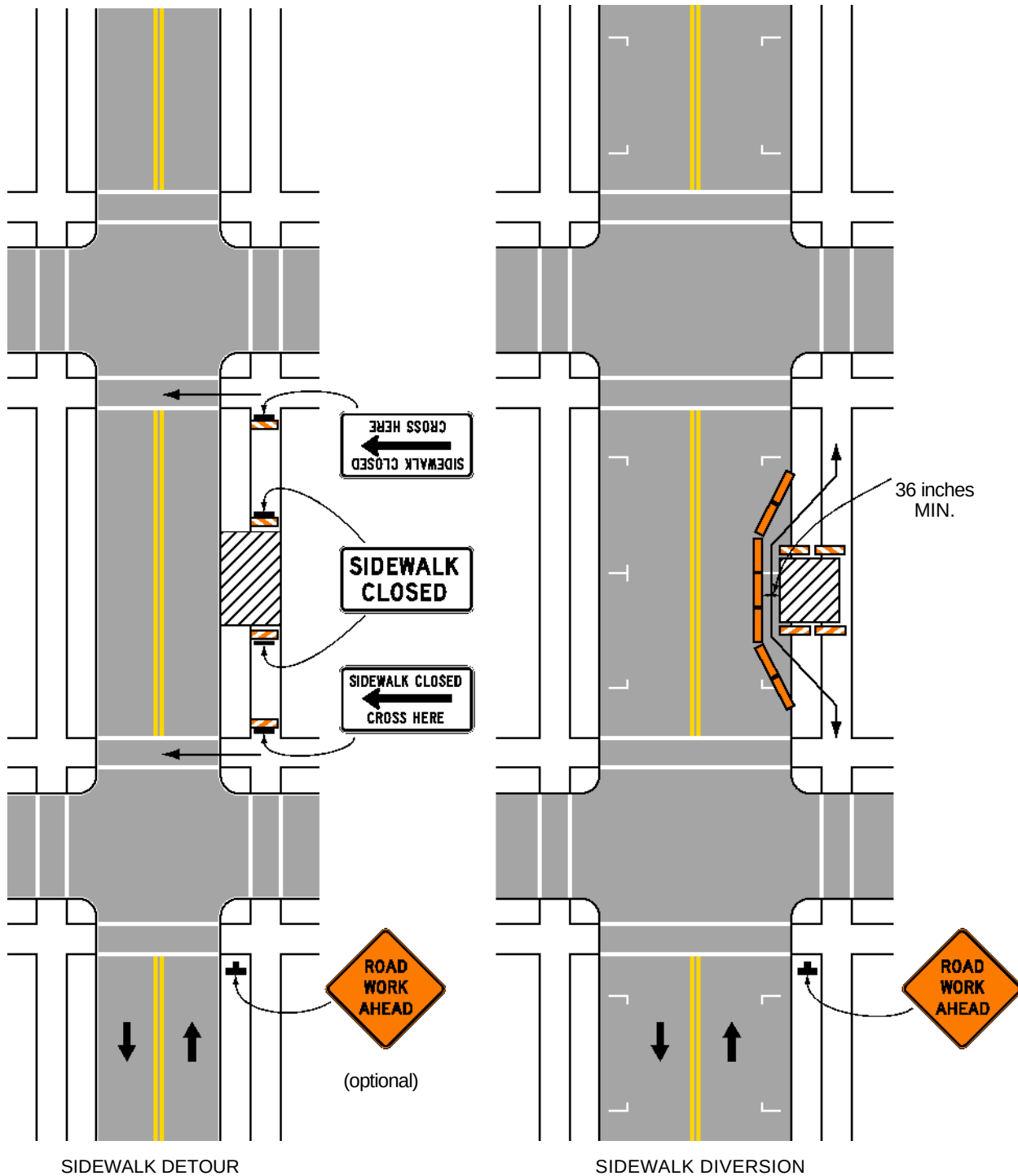


Figure 6H-28. Sidewalk Detour or Diversion (TA-28)**Typical Application 28**

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.



Board of Public Works Staff Report

Project/Event: Renovations at City Hall Contract Amendment #1

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: September 23, 2025

During the course of Renovations needed changes to the scope of the project have been identified. They are:

Contractor disassembling cubicles, moving, and re-assembly	\$2,666.00
Additional Painting in Legal Department	\$2,300.00
Additional electrical work in Legal Department	\$5,308.00
Installing additional fire alarm devices in HR	<u>\$1,486.00</u>
Total of contract amendment	\$11,760.00

The contract with Weddle Brothers Building Group, LLC will increase from \$166,000.00 to \$177,760.00. This represents an increase of \$11,760.00, which is an increase of 7% to the original contract amount.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff".

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



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham
FROM: J. D. Boruff
DATE: 9/23/25
RE: Renovations at City Hall Contract Amendment #1

Contract Recipient/Vendor Name:	Weddle Brothers Building Group, LLC
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>	Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-794 (amending 24-833)
Due Date For Signature:	12/17/24
Expiration Date of Contract:	Remains the same
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	Original contract amount \$ 166,000.00 Amended contract amount \$177,760
Funding Source:	Purchase order numbers 24-12767, 24-12903, 24-12761, and 24-12764
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: During the course of Renovations needed changes to the scope of the project have been identified. They are:

Contractor disassembling cubicles, moving, and re-assembly	\$2,666.00
Additional Painting in Legal Department	\$2,300.00
Additional electrical work in Legal Department	\$5,308.00
Installing additional fire alarm devices in HR	<u>\$1,486.00</u>
Total of contract amendment	\$11,760.00

The contract with Weddle Brothers Building Group, LLC will increase from \$166,000.00 to \$177,760.00. This represents an increase of \$11,760.00, which is an increase of 7% to the original contract amount.

**AMENDMENT TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT AND
WEDDLE BROTHERS BUILDING GROUP, LLC**

WHEREAS, in December 17, 2024, the City of Bloomington Public Works Department (the “Department”) and Weddle Brothers Building Group, LLC (“Contractor”) entered into an Agreement for Bloomington City Hall Renovations (“Agreement”), attached hereto as Exhibit A; and

WHEREAS, the Department wishes to amend the contract such that during the course of the renovation, changes have been discovered that change the scope of work originally identified in Exhibit A that will result in a price increase of \$11,760.00; and

WHEREAS, the Parties wish to extend the Agreement to provide time for the Contractor to complete the additional work provided herein; and

WHEREAS, the Contractor is in agreement with this amendment; and

WHEREAS, pursuant the Agreement, additional Services or changes in the Services not agreed upon in the Agreement must be authorized in writing by the Department prior to such work being performed or expenses incurred.

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

1. The Recitals listed above and the original Agreement are incorporated into this Amendment by reference.
2. The Addendum and Agreement shall expire on December 31, 2025.
3. Contractor disassembling cubicles, moving, and reassembly of cubicles in the amount of \$2,666.00.
4. Additional painting in the Legal suite in the amount of \$2,300.00.
5. Additional electrical work in the Legal suite in the amount of \$5,308.00.
6. Installing additional fire alarm devices in Human Resources suite in the amount of \$1,486.00.
7. All other terms of the original Agreement not expressly modified in this Amendment remain in full force and effect.

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

(Signatures on following page.)

CITY OF BLOOMINGTON

Kayla Cox-Deckard, Chair DATE
Board of Public Works

Margie Rice, Corporation Counsel DATE

Adam Wason, Director DATE
Public Works Department

CONTRACTOR

Signature DATE

Name, Title

EXHIBIT A



CONTRACT COVER MEMORANDUM

TO: Aleks Pratt
FROM: J. D. Boruff
DATE: 12/17/24
RE: City Hall Renovations

Contract Recipient/Vendor Name:	Weddle Brothers Building Group, LLC
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	J. D. Boruff
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-833
Due Date For Signature:	12/17/24
Expiration Date of Contract:	120 days after Notice to Proceed
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$ 166,000.00
Funding Source:	Legal: 101-10-100000-53990 HR: 101-12-120000-53990 Lactation room: 176-12-G21005
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: Staff has determined that renovations at City Hall are needed to create additional office space in the Legal and HR suites, and to construct a Lactation room in a portion of the employee break room. Construction drawings were prepared by Tabor Bruce Architecture & Design. An Invitation to Bid was issued and advertised twice, as well as being posted on the City's OpenGov procurement site. A pre-bid meeting was held at City Hall on November 12th. Nine contractors attended the pre-bid meeting. Three contractors submitted bids. They are as follows:

Weddle Brothers	\$ 166,000.00
Building Associates	\$ 218,700.00
Ann-Kriss, LLC	Disqualified

The bid from Ann-Kriss, LLC was disqualified because the contractor arrived to the pre-bid meeting after the contractual procedures review and the walk-through was complete. City Legal has determined that since the Invitation to Bid states

that a contractor must participate in these portions of the pre-bid meeting to be eligible to submit a bid, that Ann-Kriss, LLC was ineligible to submit a bid.

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

WEDDLE BROTHERS BUILDING GROUP, LLC

FOR

BLOOMINGTON CITY HALL RENOVATIONS

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Weddle Brothers Building Group, LLC, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for Renovations of Legal and Human Resources Departments, and construction of a Lactation room (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and

WHEREAS, In accordance with Indiana Code 5-16-13 *et seq.*, Incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, Incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within 120 (120) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.04 CONTRACTOR agrees that no charges or claims for damages shall be made by him or her for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

3.01 CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

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

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

3.06 **Facilities Director** The Operations and Facilities Director, with the Department of Public Works, shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

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

4.02 **Retainage Amount** The retainage amount shall be five percent (5%) of the dollar value of all work satisfactorily completed and shall be withheld until the Contract work is complete. The retainage amount shall be placed in an escrow account with an escrow agent or shall be held by the Board of Public Works ("Board"). Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent.

4.03 **Escrow Agent** If an escrow agent is used, the escrow agent, Owner and Contractor shall enter into a written escrow agreement and Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.04 **Board** If the retainage is held by the Board, the Owner shall place the funds so retained in a retainage account with the Board. Such deposit shall be made within three business days after the date such payments are made to Contractor. No income will be earned or will be payable on the deposit.

4.05 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of Owner, at which time Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

4.06 Payment of Retainage Amount by the Board The Board shall hold the retainage until notice from the Owner that the Contract work has been substantially completed to the reasonable satisfaction of the Owner. At this time, the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the Board to pay the Contractor the retainage. No interest will have been earned or will be payable. Nothing in this section shall prohibit Owner from requiring the Board to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

4.07 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, the Owner may direct the escrow agent or the Board to retain and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/Facilities Director. The escrow agent or the Board shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by the Owner or another party under contract with Owner, said funds shall be released to Owner.

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his or her services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his or her surety, shall pay the difference to CITY.

5.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he or she shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by Facilities Director or his or her representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his or her Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his or her Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his or her Surety for his or her failure to complete the work in the time specified.

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

5.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

5.03 Successors and Assigns

5.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04 Extent of Agreement: Integration

5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

5.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

5.05 Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such Insurance as will protect him or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement,

whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limit</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate. Deductible shall not be more than \$10,000.
F. Cyber Attack and Cyber Extortion	
Computer Attack Limit (Annual Aggregate)	\$1,000,000
Sublimit (Per Occurrence) for Cyber Extortion	\$100,000
Computer Attack and Cyber Extortion deductible (per occurrence)	\$10,000
G. Network Security Liability	
Limit (Annual Aggregate)	\$1,000,000
Deductible (per occurrence)	\$10,000
H. Electronic Media Liability	
Limit (Annual Aggregate)	\$1,000,000
Deductible (Per Occurrence)	\$10,000
I. Fraudulent Impersonator Coverage	
Limit (Annual Aggregate)	\$250,000
Deductible (Per Occurrence)	\$5,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

5.07 **Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with Bloomington Municipal Code 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 **Non-Discrimination**

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

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

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the Facilities Director. The approval by the Facilities Director of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the Facilities Director.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Facilities Director and are not subject to arbitration.

5.10 Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

5.11 Amendments/Changes

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he or she shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

5.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

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

due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Weddle Brothers Building Group, LLC
Attn: J. D. Boruff, Facilities Director	Attn: Jeff Bex
P.O. Box 100 Suite 120	2182 West Industrial Park Drive
Bloomington, Indiana 47404	Bloomington, Indiana 47404

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within thirty (30) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the thirty (30) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

"Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

5.17.03 Domestic Foundry products are defined as follows:

"Products cast from ferrous and nonferrous metals by foundries in the United States."

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 Verification of Employees' Immigration Status

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be

remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

5.19 Drug Testing Plan

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

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

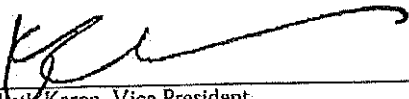
DATE: December 17, 2024

City of Bloomington

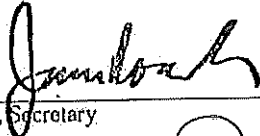
BY:



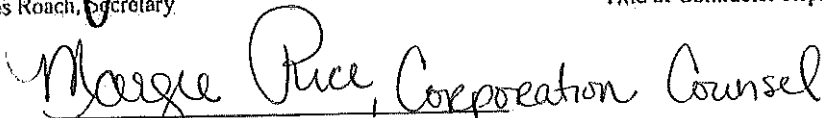
Kyla Cox Deckard, President



Elizabeth Karon, Vice President

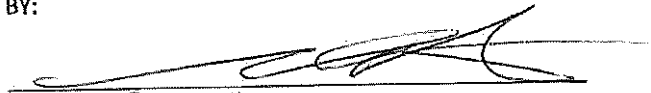


James Roach, Secretary



Margie Rice, Corporation Counsel

BY:



Contractor Representative

BRUCE G. CARTER

Printed Name

PRESIDENT & CEO

Title of Contractor Representative

ATTACHMENT 'B'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-Verify AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

My Commission #: _____

ATTACHMENT 'A'

"SCOPE OF WORK"

BLOOMINGTON CITY HALL RENOVATIONS

This project shall include, but is not limited to the renovation of the Legal Department and the Human Resources Department, and the construction of a lactation room within the City Hall building per the provided plan sets and items discussed at the mandatory pre-bid meeting, and any items communicated through addenda.

A general summary of the renovations are:

Labor and materials to complete demolition, framing, trim & millwork, drywall, electrical, painting, flooring, and HVAC work necessary for the construction of new office space within the Legal and Human Resources suites. Also, labor and materials to complete construction of a lactation room in the employee break area. All of this work is detailed in the plan sets provided. This plan was prepared by Tabor Bruce Architecture & Design. It is titled "Renovation of City Hall Spaces for The City of Bloomington", and is dated October 2024.

ATTACHMENT 'C'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA

)

) SS:

COUNTY OF _____)

AFFIDAVIT

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

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

My Commission #: _____

ATTACHMENT 'D'

"Unit Prices"

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Renovation of Legal Suite	1	1		\$57,443.00
2	Renovation of HR Suite	1	1		\$69,046.00
3	Construction of Lactation room	1	1		\$39,511.00
TOTAL					\$166,000.00



Board of Public Works Staff Report

Project/Event: Contract Amendment with Woods Electric for Fire Station 3 Renovations

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 9/23/25

This contract amendment is to extend the contract dates for the Wood Electric contract for the renovation of Fire Station 3. This amendment will extend the contract date for 2 weeks and 3 days. Delays were encountered in obtaining the proper building permits and establishing a new electrical service. These delays were outside of the contractor's control. This date has passed, but we wanted the contracts to reflect to correct dates.

This contract amendment extends the substantial completion date to September 12th, 2025.

Respectfully submitted,

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



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham

FROM: J. D. Boruff

DATE: 9/23/25

RE: Amendment to Contract with Woods Electric for Fire Station 3

Contract Recipient/Vendor Name:	Woods Electrical Contractors
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>	09/01/2035
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-744 (Amending 24-651)
Due Date For Signature:	9/23/25
Expiration Date of Contract:	9/12/25
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	No Change in contract amounts
Funding Source:	N/A
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes

Summary of Contract: This contract amendment is to extend the contract date for Woods Electric for the renovation of Fire Station 3. This amendment will extend the contract date for 2 weeks and 3 days for this contract. This date has passed, but we wanted the contract to reflect to correct dates.

This contract amendments extends the substantial completion date to September 12th, 2025.

CHANGE ORDER

PROJECT:
Bloomington Fire Department - Fire Station 3 Renovation & Addition
810 N Woodlawn Ave, Bloomington, IN 47408

CHANGE ORDER NO: 001

DATE: 8/18/2025

TO CONTRACTOR:
Woods Electric Contractors
4180 N Starnes Rd, Bloomington, IN 47404

ARCHITECT'S PROJECT NO: F23116

COTRACT DATE: 11/4/2024

CONTRACT FOR: BC03 - Electrical

THE CONTRACT IS CHANGED AS FOLLOWS:

Add one (1) week Contract time extension from August 31, 2025 to September 7, 2025 for the number of days from Notice to Proceed to the date the building permit was issued by the City of Bloomington.

Add one (1) week and three (3) days Contract time extension from July 29, 2025 to August 8, 2025 for the delay in Duke permanent power being turned on and the subsequent Trane RTU startup plus commissioning time resultant in a requested substantial completion date of September 12, 2025.

THE CONTRACT PRICE IS ADJUSTED AS FOLLOWS:

The original Contract Price was	\$ 534,000.00
The net change by previously authorized Change Orders	\$ -
The Contract Price prior to this Change Order was	\$ 534,000.00
The Contract Price will be unchanged by this Change in the amount of	\$ -
The new Contract Price including this Change Order will be	\$ 534,000.00

THE CONTRACT TIME IS ADJUSTED AS FOLLOWS:

The Contract Time will be increased by 12 calendar days.
As a result, the new **Substantial Completion Date is September 12, 2025.**

The adjustments to the Contract Price and/or Contract Time under this Change Order constitutes full and complete satisfaction for all direct and indirect costs, and interest related thereto, which has been or may be incurred in connection with the change(s) to the Work descibed in this Change Order.

By executing this Change Order, Owner and Contractor agree to modify the Scope of Work, Contract Price, and/or Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document.

NOT VALID UNTIL SIGNED BY THE OWNER

Martin Riley Architects
221 W Baker St.
Fort Wayne, IN 46802
ARCHITECT

Woods Electric Contractors
4180 N Starnes Rd
Bloomington, IN 47404
CONTRACTOR (Firm name)

Weddle Bros. Building Group, LLC
2182 W Industrial Park Dr.
Bloomington, IN 47404
CONSTRUCTION MANAGER AGENT

City of Bloomington
PO Box 99
Bloomington, IN 47402
OWNER

BY (Signature)

BY (Signature)

BY (Signature)

BY (Signature)

Noah Donica
(Written name)

(Written name)

Kent James
(Written name)

Kyla Cox Deckard
(Written name)

DATE

DATE

DATE

DATE

EXHIBIT A



CONTRACT COVER MEMORANDUM

TO: Margie Rice, Corporation Counsel

FROM: Heather Lacy

DATE: October 30, 2024

RE: BFD Station #3 Woods Electrical Contractors, Inc. Electrical Contract

Contract Recipient/Vendor Name:	Woods Electrical Contractors, Inc.
Department Head Initials of Approval:	RK
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Max Litwin
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Heather Lacy
Record Destruction Date: <i>(Legal to fill in)</i>	December 31, 2035
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-651
Due Date For Signature:	ASAP
Expiration Date of Contract:	Completion of Work – approximately December 31, 2025
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$610,175.00 with a deduct of \$76,175 for a total of \$534,000.00
Funding Source:	987-06-08-FIR3-5410
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: This is the electrical contract for BFD Station #3.

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT

AND

CONTRACTOR

FOR

BLOOMINGTON FIRE STATION 3 RENOVATION / ADDITION

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, through the Board of Public Works (hereinafter CITY), and Woods Electric Contractors, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for The Contractor shall furnish all necessary labor and materials, and equipment for renovating and building an addition to the Bloomington Fire Department, Station 3, per plans and specifications prepared by Martin Riley dated September 16, 2024.

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR by August 31, 2025, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.04 CONTRACTOR agrees that no charges or claims for damages shall be made by him or her for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

3.01 CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

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

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

3.06 Engineer The City Engineer or Weddle Bros. Building Group, LLC shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. . When referred to throughout the Contract Documents the term "Engineer" refers to the **Construction Manager** or his/her designee.

ARTICLE 4. RETAINAGE

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

4.01 Retainage Amount. The retainage amount withheld shall be held by Board of Public Works ("Board") or shall be placed in an escrow account with an escrow agent. Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent. If an escrow agent is used, the escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. If an escrow agent is used, Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.02 Payment of Retainage Amount. The escrow agent or the Board shall hold the retainage until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent or the Board to pay to the Contractor the retainage, including both specifying the amount of retainage to be released and the person to whom that portion is to be released. After receipt of the notice, the escrow agent or the Board shall remit the designated funds to the person specified in the notice. If the escrow agent held the retainage, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees. **If the Board held the retainage, no interest will have been earned or will be payable.** However, nothing in this section shall prohibit Owner from requiring the escrow agent or the Board to withhold amounts necessary to complete minor items of the Contract following substantial completion of the Contract in accordance with the provisions of paragraph 4.03.

4.03 Escrow Agent The retainage amount withheld shall be placed in an escrow account. Yellow Cardinal Advisory Group, Columbus, Indiana, shall serve as the escrow agent.

4.04 Retainage Amount The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.05 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

4.06 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/Construction Manager. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his or her services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the

project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his or her surety, shall pay the difference to CITY.

5.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he or she shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his or her representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his or her Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his or her Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his or her Surety for his or her failure to complete the work in the time specified.

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

5.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

5.03 Successors and Assigns

5.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04 Extent of Agreement: Integration

5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.

9. The General Conditions.
10. The Specifications.
11. CONTRACTOR'S submittals.
12. The Performance Bond and the Payment Bond.
13. The Escrow Agreement.
14. Request for Taxpayer Identification number and certification: Substitute W-9.

5.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

5.05 Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

The Service Provider agrees to furnish the Department with a certificate of insurance upon execution of this Agreement. Service Provider shall maintain comprehensive insurance in the following amounts:

- Comprehensive General Liability Insurance
 - \$1,000,000 for each occurrence;
 - \$1,000,000 personal injury and advertising injury;
 - \$2,000,000 products and completed operations aggregate; and
 - \$2,000,000 general aggregate.
- Automobile Liability providing coverage for all owned, hired and non-owned autos.
 - The limit of liability required is \$1,000,000 each accident.
- Workers Compensation and Employers Liability (only if statutorily required for Service Provider).
 - The limits required are:
 - Workers Compensation – Statutory.
 - Employers Liability—\$1,000,000 for each accident, for each employee.
- Umbrella/Excess Liability with a required limit of \$1,000,000.
- Computer Attack and Cyber Extortion

○ Computer Attack Limit – Annual Aggregate	\$1,000,000
○ Sublimits – Per Occurrence – Cyber Extortion	\$100,000
○ Computer Attack and Cyber Extortion Deductible – Per Occurrence	\$10,000
- Network Security Liability

○ Network Security Liability Limit – Annual Aggregate	\$1,000,000
○ Network Security Liability Deductible – Per Occurrence	\$10,000
- Electronic Media Liability

○ Electronic Media Liability – Annual Aggregate	\$1,000,000
○ Electronic Media Liability – Per Occurrence	\$10,000

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be

held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08. Non-Discrimination

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

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

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

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

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

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

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

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

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

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

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

5.10 Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he or she shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with both a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

5.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Woods Electric Contractors
Attn: Corporation Counsel, Legal Dept.	Attn: Jennifer Woods
P.O. Box 100	4180 N Starnes Rd.
Bloomington, Indiana 47402	Bloomington, Indiana 47404
Copy to:	
City of Bloomington Fire Station #3	
Attn: Weddle Brothers	
PO Box 1330	
Bloomington, Indiana 47402	

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16. Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the Issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17. Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

"Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

5.17.03 Domestic Foundry products are defined as follows:

"Products cast from ferrous and nonferrous metals by foundries in the United States."

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18. Verification of Employees' Immigration Status

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

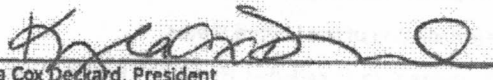
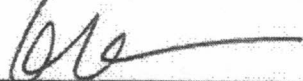
5.19. Drug Testing Plan

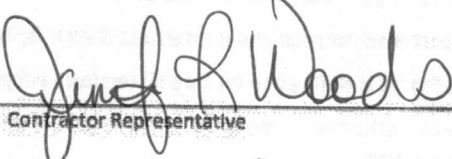
In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a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

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

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

DATE: NOVEMBER 4, 2024
City of Bloomington
Bloomington Board of Public Works

BY: 
Kyla Cox DeZard, President

Elizabeth Karon, Vice President
NOT PRESENT
James Roach, Secretary

BY: 
Contractor Representative
Jennifer Woods
Printed Name
CEO/President
Title of Contractor Representative

DocuSigned by:
Approved as to form: Jessica Mclellan
2040403EC29E43E
Jessica Mclellan, Controller
Approved as to form: Margie Rice
70B4F031F40E406
Margie Rice, Corporation Counsel

ATTACHMENT 'A'

"SCOPE OF WORK"

BLOOMINGTON FIRE STATION 3 RENOVATION / ADDITION SPEC SECTION 01 1200 – MULTIPLE CONTRACT SUMMARY

A. General Scope Inclusions – Applicable to all Bid Packages

1. **Safety-**
 - a. Each prime contractor must conduct weekly safety inspections.
 - b. All prime contractors, subcontractors, onsite visitors, etc. will comply with Weddle Bros. Building Group, LLC safety policies and procedures including but not limited to safety glasses, high visibility, hard hats, gloves, ear plugs as required, Kevlar sleeves as required.
2. Daily reports are to be submitted in Autodesk Build, Weddle's document management software. Licenses are free and access will be provided to each user requiring access.
3. Unless otherwise indicated, the work described in this Section for each Contract shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.
4. This summary should in no way be construed as being all inclusive. It is issued as a guide to aid in the assignment of Work.
5. Each contract shall include provisions for its own excavation and backfill.
6. Blocking shall be the work of the General Trades Contract – unless noted otherwise. All trades are required to coordinate and verify blocking requirements prior to enclosing walls or ceilings. Any blocking not captured that will require additional work to open up finished areas will be the responsibility of the requiring trade.
7. Furnishing of access panels for the work of each Bid Package shall be the work of each contract for its own work. Installation of access panels shall be the work of the General Trades Contract.
8. Housekeeping pads shall be completed by the requiring contractor.
9. Roof-mounted equipment curbs shall be furnished by the requiring contractor and turned over to the BC01 contractor for installation.
10. Roof penetrations for the work of each Contract shall be coordinated by the requiring contractor with the BC01 contractor.
11. Cutting and Patching: Work shall be coordinated to avoid cutting and patching within the facility. Exterior cutting and patching (i.e. utility work) will be assigned to the appropriate Bid Category. Concrete slab cutting and patching to be assigned to the BC01 General Trades bid package.
12. Progress cleaning of work areas affected by its operations shall be the responsibility of each contractor on a daily basis. Debris is to be removed to dumpsters on a daily basis. Upon completion of the contractor's work, area must be broom cleaned with all debris, excess material removed, etc. with the space ready for final cleaning.
13. Each bid package is to include Joint Sealants as applicable to their scope of work.
14. Each bid package is to include firestopping as applicable to their scope of work.
15. Any permits required shall be provided by the requiring contractor.
16. Materials and Special Inspection Testing is provided by the Prime Bidders. Include provisions in bids for inspections that are applicable to the scope of work included in the Bid Category.
17. Trades are to provide their own hoisting – including unloading of materials. Include any mockups required in the documents. If a composite mockup is required, include

the components that are applicable to the scope of work being performed.
Each contractor is responsible for core drilling their own work.

B. Bid Category Scopes of Work

1. BC03 – Electrical

- i. Include an Owner's Contingency Allowance of \$100,000. Bidders are to include markups, overhead, and profit in their base bid. Scope and amounts applied to this allowance are not to include markups, overhead, and profit.
- ii. Provide temporary power, lights, etc. Lighting per minimum at OSHA standards.
- iii. Provide a temporary electric meter is required.
- iv. Provide and disconnect temporary power to office trailer.
- v. Provide power connections to temporary heat / cooling equipment.
- vi. Provide PV solar panel work as indicated on the R-drawings.
- vii. Provide all site electrical work as indicated on electrical and civil drawings.
- viii. Furnish and install all power distribution.
- ix. Furnish and install all lighting scope.
- x. Furnish and install structured cabling scope including terminations and testing as required within the documents.
- xi. Furnish and install access control scope as indicated in the documents.
- xii. Include all demolition of the solar panel system. Provide any shoring necessary to preserve structural integrity and provide a safe environment.
- xiii. Provide and install phase 3 temporary engine shore power.
- xiv. Provide and install the Fire Detection and Alarm System.

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

Project Manual

Fire Marshal Design Release Report

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00 0105 - Certifications Page

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CITY OF BLOOMINGTON SUBMITTER'S FORM

CITY OF BLOOMINGTON BIDDING DOCUMENTS TABLE OF CONTENTS

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SECTION II: Instructions to Bidders

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SECTION IV: Affirmative Action Plan Requirements

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01 1830 - Field Engineering

01 2000 - Price and Payment Procedures

01 2100 - Allowances

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E. ADDENDA

Addendum #1 October 3, 2024
Addendum #2 October 15, 2024
Addendum #3 October 17, 2024

ATTACHMENT 'B'

BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS;
COST RECOVERY

STATE OF INDIANA)

COUNTY OF Monroe) SS:

AFFIDAVIT

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

1. The undersigned is the CEO/President of Woods Electrical Contractors Inc.
(job title) (company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.	Sloping				
B.	Shoring				
C.	Shielding				
D.	Burching				
				Total	\$ 0

Method of Compliance (Specify) _____

Signature: [Signature] Date: 11-15, 2024
Printed Name: Jennifer Woods

STATE OF INDIANA)
COUNTY OF Monroe) SS:

Before me, a Notary Public in and for said County and State, personally appeared Jennifer Woods and acknowledged the execution of the foregoing this 15 day of November, 2024.

My Commission Expires: December 18, 2031
Signature of Notary Public: [Signature]
County of Residence: Monroe
Printed Name of Notary Public: Robert Hannah

Commission #: NP0753419

Robert Gordon Hannah
Notary Public Seal State of Indiana
Monroe County
Commission Number NP0753419
My Commission Expires 12/18/2031

*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the CITY OF BLOOMINGTON.

Robert Gordon Hannah
Notary Public Seal State of Indiana
Monroe County
Commission Number NP0753419
My Commission Expires 12/18/2031

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

E-Verify AFFIDAVIT

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

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

Jennifer Woods
Signature
Jennifer Woods
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Jennifer Woods and acknowledged the execution of the foregoing this 15 day of November, 2024.

My Commission Expires: December 18, 2031

Robert Hannah
Signature of Notary Public

County of Residence: Monroe

Robert Hannah
Printed Name of Notary Public

My Commission #: NP0753419

Robert Gordon Hannah
Notary Public Seal State of Indiana
Monroe County
Commission Number NP0753419
My Commission Expires 12/18/2031

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)

) SS:

COUNTY OF Monroe)

AFFIDAVIT

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

1. The undersigned is the CEO President of
Woods Electrical Contractors Inc.
(company name)

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

3. The company named herein that employs the undersigned:

- iii. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
iv. is a subcontractor on a contract to provide services to the City of Bloomington.

4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.

5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

Jennifer R Woods
Signature

Jennifer Woods
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Jennifer Woods
and acknowledged the execution of the foregoing this 15 day of November, 2024.

My Commission Expires: December 18, 2031 
Signature of Notary Public

County of Residence: Monroe Robert Hannah
Printed Name of Notary Public

My Commission #: NP 0753419



ATTACHMENT 'E'

BID FORM (page 1 of 2)

BID FORM

This BID Summary Sheet shall be completed and submitted with all other BID Documents.

Bid Package # 3

The Lump Sum Base BID amount to complete the 2024 Board of Public Works Project including all associated work per plans and specifications is:

* ① Six Hundred Ten Thousand One hundred Seventy five, \$610,175⁰⁰

* Alternate No. 1 (ADD/DEDUCT) 76,175⁰⁰

Alternate No. 2 ADD/DEDUCT) _____

The contractor will (check one): ☐ invoice a single lump sum at the conclusion of the project.
☒ submit invoices based on project progress

Proposed start date for this project is 11/20/24 and total of calendar days for completion of base bid.
is 375 days
(Of days)

For projects requiring submission of a Trench Safety Systems Affidavit, the portion of the Lump Sum cost provided above which is attributable to trench safety systems is: \$ _____

(Only use for combination *id*) The Lump Sum Base BID amount to complete the 2024 Board of Public Works Project including all associated work per plans and specifications is for combination bid packages:

2. _____

Optional combination Bid – Bid Packages _____ & _____

Alternate No. 1 (ADD/DEDUCT) _____

Alternate No. 2 ADD/DEDUCT) _____

BID FORM (page 2 of 2)

The project in its entirety shall be completed by November 30, 2025.
Any and all Subcontractors performing work valued over 10,000 shall be listed below. Any Subcontractor not listed below at the time of the bid must be approved by the City of Bloomington prior to performing any work on this contract. Subcontractors not listed or approved will not be paid for work under this contract. In accordance with Indiana Code 5-16-13 et seq., incorporated herein by reference, any Subcontractor performing work on this contract is a Tier 2 contractor.

SUBCONTRACTORS	ADDRESS	TYPE OF WORK
Fried.com	2302 Washington Ave, Bedford IN	Telecommunications

- In submitting this Bid, Bidder represents that:
- A. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and State conditions that may affect cost, progress, performance, and furnishing of the Work.
- B. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

No. <u>1</u>	Dated <u>10-3-2024</u>
No. <u>2</u>	Dated <u>10-15-2024</u>
No. <u>3</u>	Dated <u>10-17-2024</u>
No. _____	Dated _____

SIGNATURE OF BIDDER: Jeff R Woods
Name of Bidder: Woods Electrical Contractors Inc.
Date: 10-21-2024
By: Jennifer Woods
Name Title Printed: CEO/President

Bidder Address: 4180 N. Starnes Rd.
Bloomington IN 47404
Telephone: 812-876-7977

Print

Reset Form

City of Bloomington Contract and Purchase Justification Form

Vendor: Woods Electrical

Contract Amount: \$610,175.00

Deduct: \$76,175.00

Total: \$534,000.00

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

PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☐

Not Applicable (NA)

☒

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals: 3

Yes No

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

☒☐

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☒☐

Was scoring grid used?

☐☒

Were vendor presentations requested?

☐☒

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

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

Woods Electrical - \$610,175.00

Cassady Electric - \$624,000.00

Electric Plus - \$818,250.00

Max Litwin

Deputy Chief

Fire

Print/Type Name

Print/Type Title

Department





Board of Public Works Staff Report

Project/Event: Contract Amendment with Building Associates
for Fire Station 3 Renovations

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 9/23/25

This contract amendment is to extend the contract dates for the Building Associates contract for the renovation of Fire Station 3. This amendment will extend the contract date for 2 weeks and 3 days. Delays were encountered in obtaining the proper building permits and establishing a new electrical service. These delays were outside of the contractor's control. This date has passed, but we wanted the contracts to reflect to correct dates.

This contract amendment extends the substantial completion date to September 12th, 2025.

Respectfully submitted,

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



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham

FROM: J. D. Boruff

DATE: 9/23/25

RE: Amendment to Contract with Building Associates for Fire Station 3 Renovation

Contract Recipient/Vendor Name:	Building Associates, 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>	10/01/2035
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-776 (amending 24-649)
Due Date For Signature:	9/23/25
Expiration Date of Contract:	9/12/25
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	No Change in contract amounts
Funding Source:	N/A
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes

Summary of Contract: This contract amendment is to extend the contract date for Building Associates for the renovation of Fire Station 3. This amendment will extend the contract date for 2 weeks and 3 days for this contract. This date has passed, but we wanted the contract to reflect the correct dates.

This contract amendment extends the substantial completion date to September 12th, 2025.

CHANGE ORDER

PROJECT:

Bloomington Fire Department - Fire Station 3 Renovation & Addition
810 N Woodlawn Ave, Bloomington, IN 47408

TO CONTRACTOR:

Building Associates, Inc.
3701 Jonathan Dr, Bloomington, IN 47404

CHANGE ORDER NO: 001

DATE: 8/18/2025

ARCHITECT'S PROJECT NO: F23116

COTRACT DATE: 11/4/2024

CONTRACT FOR: BC01 - General Trades

THE CONTRACT IS CHANGED AS FOLLOWS:

Add one (1) week Contract time extension from August 31, 2025 to September 7, 2025 for the number of days from Notice to Proceed to the date the building permit was issued by the City of Bloomington.

Add one (1) week and three (3) days Contract time extension from July 29, 2025 to August 8, 2025 for the delay in Duke permanent power being turned on and the subsequent Trane RTU startup plus commissioning time resultant in a requested substantial completion date of September 12, 2025.

THE CONTRACT PRICE IS ADJUSTED AS FOLLOWS:	
The original Contract Price was	\$ 2,440,700.00
The net change by previously authorized Change Orders	\$ -
The Contract Price prior to this Change Order was	\$ 2,440,700.00
The Contract Price will be unchanged by this Change in the amount of	\$ -
The new Contract Price including this Change Order will be	\$ 2,440,700.00

THE CONTRACT TIME IS ADJUSTED AS FOLLOWS:

The Contract Time will be increased by 12 calendar days.
As a result, the new **Substantial Completion Date is September 12, 2025.**

The adjustments to the Contract Price and/or Contract Time under this Change Order constitutes full and complete satisfaction for all direct and indirect costs, and interest related thereto, which has been or may be incurred in connection with the change(s) to the Work descibed in this Change Order.

By executing this Change Order, Owner and Contractor agree to modify the Scope of Work, Contract Price, and/or Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document.

NOT VALID UNTIL SIGNED BY THE OWNER

Martin Riley Architects 221 W Baker St. Fort Wayne, IN 46802 ARCHITECT	Building Associates, Inc. 3700 Jonathan Dr. Bloomington, IN 47404 CONTRACTOR (Firm name)	Weddle Bros. Building Group, LLC 2182 W Industrial Park Dr. Bloomington, IN 47404 CONSTRUCTION MANAGER AGENT	City of Bloomington PO Box 99 Bloomington, IN 47402 OWNER
BY (Signature)	BY (Signature)	 BY (Signature)	BY (Signature)
Noah Donica (Written name)	(Written name)	Kent James (Written name)	Kyla Cox Deckard (Written name)
DATE	DATE	8/18/2025 DATE	DATE

EXHIBIT A



CONTRACT COVER MEMORANDUM

TO: Margie Rice, Corporation Counsel

FROM: Heather Lacy

DATE: October 30, 2024

RE: BFD Station #3 Building Associates, Inc. General Trades Contract

Contract Recipient/Vendor Name:	Building Associates, Inc.
Department Head Initials of Approval:	RK
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Max Litwin
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Heather Lacy
Record Destruction Date: <i>(Legal to fill in)</i>	December 31, 2035
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-649
Due Date For Signature:	ASAP
Expiration Date of Contract:	Completion of Work – approximately December 31, 2025
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$2,435,700.00 plus add Alternate 2 - \$5,000. Total: \$2,440,700.00
Funding Source:	987-06-08-FIR3-5410
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: This is the general trades contract for BFD Station #3.

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT

AND

CONTRACTOR

FOR

BLOOMINGTON FIRE STATION 3 RENOVATION / ADDITION

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, through the Board of Public Works (hereinafter CITY), and Building Associates, Inc. (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for The Contractor shall furnish all necessary labor and materials, and equipment for renovating and building an addition to the Bloomington Fire Department, Station 3, per plans and specifications prepared by Martin Riley dated September 16, 2024 .

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR by August 31, 2025, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.04 CONTRACTOR agrees that no charges or claims for damages shall be made by him or her for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

3.01. CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

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

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

3.06. **Engineer** The City Engineer or **Weddle Bros. Building Group, LLC** shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. . When referred to throughout the Contract Documents the term "Engineer" refers to the **Construction Manager** or his/her designee.

ARTICLE 4. RETAINAGE

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

4.01. Retainage Amount. The retainage amount withheld shall be held by Board of Public Works ("Board") or shall be placed in an escrow account with an escrow agent. Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent. If an escrow agent is used, the escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. If an escrow agent is used, Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.02. Payment of Retainage Amount. The escrow agent or the Board shall hold the retainage until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent or the Board to pay to the Contractor the retainage, including both specifying the amount of retainage to be released and the person to whom that portion is to be released. After receipt of the notice, the escrow agent or the Board shall remit the designated funds to the person specified in the notice. If the escrow agent held the retainage, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees. **If the Board held the retainage, no interest will have been earned or will be payable.** However, nothing in this section shall prohibit Owner from requiring the escrow agent or the Board to withhold amounts necessary to complete minor items of the Contract following substantial completion of the Contract in accordance with the provisions of paragraph 4.03.

4.03 Escrow Agent The retainage amount withheld shall be placed in an escrow account. Yellow Cardinal Advisory Group, Columbus, Indiana, shall serve as the escrow agent.

4.04 Retainage Amount The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.05 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

4.06 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/Construction Manager. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his or her services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the

project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his or her surety, shall pay the difference to CITY.

5.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he or she shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsatisfactory performance of the work as determined by CITY ENGINEER or his or her representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his or her Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his or her Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his or her Surety for his or her failure to complete the work in the time specified.

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

5.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

5.03 Successors and Assigns

5.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04 Extent of Agreement: Integration

5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.

9. The General Conditions.
10. The Specifications.
11. CONTRACTOR'S submittals.
12. The Performance Bond and the Payment Bond.
13. The Escrow Agreement.
14. Request for Taxpayer Identification number and certification: Substitute W-9.

5.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

5.05. Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such Insurance as will protect him or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

The Service Provider agrees to furnish the Department with a certificate of insurance upon execution of this Agreement. Service Provider shall maintain comprehensive insurance in the following amounts:

- Comprehensive General Liability Insurance
 - \$1,000,000 for each occurrence;
 - \$1,000,000 personal injury and advertising injury;
 - \$2,000,000 products and completed operations aggregate; and
 - \$2,000,000 general aggregate.
- Automobile Liability providing coverage for all owned, hired and non-owned autos.
 - The limit of liability required is \$1,000,000 each accident.
- Workers Compensation and Employers Liability (only if statutorily required for Service Provider).
 - The limits required are:
 - Workers Compensation – Statutory.
 - Employers Liability--\$1,000,000 for each accident, for each employee.
- Umbrella/Excess Liability with a required limit of \$1,000,000.
- Computer Attack and Cyber Extortion

○ Computer Attack Limit – Annual Aggregate	\$1,000,000
○ Sublimits – Per Occurrence – Cyber Extortion	\$100,000
○ Computer Attack and Cyber Extortion Deductible – Per Occurrence	\$10,000
- Network Security Liability

○ Network Security Liability Limit – Annual Aggregate	\$1,000,000
○ Network Security Liability Deductible – Per Occurrence	\$10,000
- Electronic Media Liability

○ Electronic Media Liability – Annual Aggregate	\$1,000,000
○ Electronic Media Liability – Per Occurrence	\$10,000

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be

held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

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

Premises and operations;

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

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

Broad form property damage - Including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08. Non-Discrimination

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

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

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

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

- a. Has formulated its own Affirmative Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

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

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

5.10 Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he or she shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12. Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with both a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

5.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Building Associates, Inc.
Attn: Corporation Counsel, Legal Dept.	Martie Vandevener - Controller
P.O. Box 100	3701 Jonathan dr.
Bloomington, Indiana 47402	Bloomington, IN 4404
Copy to:	
City of Bloomington Fire Station #3	
Attn: Weddle Brothers	
PO Box 1330	
Bloomington, Indiana 47402	

5.15. Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16. Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17. Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

"Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

5.17.03 Domestic Foundry products are defined as follows:

"Products cast from ferrous and nonferrous metals by foundries in the United States."

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18. Verification of Employees' Immigration Status

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

5.19. Drug Testing Plan

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

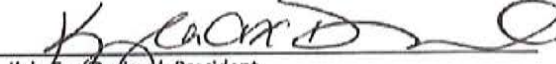
drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false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

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

DATE: NOVEMBER 4, 2024

City of Bloomington
Bloomington Board of Public Works

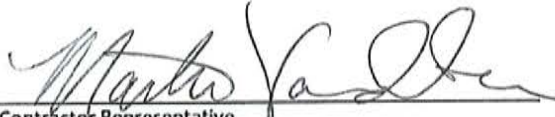
BY:


Kyla Cox-Deckard, President


Elizabeth Karon, Vice President

NOT PRESENT
James Roach, Secretary

BY:


Contractor Representative

Martie Vandeventer
Printed Name

Secretary
Title of Contractor Representative

DocuSigned by:
Approved as to form: Jessica McLellan
2940403EC28E43E
Jessica McLellan, Controller

Signed by:
Approved as to form: Margie Rice
70B1E031F43EAC6
Margie Rice, Corporation Counsel

ATTACHMENT 'A'

"SCOPE OF WORK"

BLOOMINGTON FIRE STATION 3 RENOVATION / ADDITION

SPEC SECTION 01 1200 – MULTIPLE CONTRACT SUMMARY

A. General Scope Inclusions – Applicable to all Bid Packages

1. Safety-

- a. Each prime contractor must conduct weekly safety inspections.
 - b. All prime contractors, subcontractors, onsite visitors, etc. will comply with Weddle Bros. Building Group, LLC safety policies and procedures including but not limited to safety glasses, high visibility, hard hats, gloves, ear plugs as required, Kevlar sleeves as required.
2. Daily reports are to be submitted in Autodesk Build, Weddle's document management software. Licenses are free and access will be provided to each user requiring access.
 3. Unless otherwise indicated, the work described in this Section for each Contract shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.
 4. This summary should in no way be construed as being all inclusive. It is issued as a guide to aid in the assignment of Work.
 5. Each contract shall include provisions for its own excavation and backfill.
 6. Blocking shall be the work of the General Trades Contract – unless noted otherwise. All trades are required to coordinate and verify blocking requirements prior to enclosing walls or ceilings. Any blocking not captured that will require additional work to open up finished areas will be the responsibility of the requiring trade.
 7. Furnishing of access panels for the work of each Bid Package shall be the work of each contract for its own work. Installation of access panels shall be the work of the General Trades Contract.
 8. Housekeeping pads shall be completed by the requiring contractor.
 9. Roof-mounted equipment curbs shall be furnished by the requiring contractor and turned over to the BC01 contractor for installation.
 10. Roof penetrations for the work of each Contract shall be coordinated by the requiring contractor with the BC01 contractor.
 11. Cutting and Patching: Work shall be coordinated to avoid cutting and patching within the facility. Exterior cutting and patching (i.e. utility work) will be assigned to the appropriate Bid Category. Concrete slab cutting and patching to be assigned to the BC01 General Trades bid package.
 12. Progress cleaning of work areas affected by its operations shall be the responsibility of each contractor on a daily basis. Debris is to be removed to dumpsters on a daily basis. Upon completion of the contractor's work, area must be broom cleaned with all debris, excess material removed, etc. with the space ready for final cleaning.
 13. Each bid package is to include Joint Sealants as applicable to their scope of work.
 14. Each bid package is to include firestopping as applicable to their scope of work.
 15. Any permits required shall be provided by the requiring contractor.
 16. Materials and Special Inspection Testing is provided by the Prime Bidders. Include provisions in bids for inspections that are applicable to the scope of work included in the Bid Category.
 17. Trades are to provide their own hoisting – including unloading of materials.
Include any mockups required in the documents. If a composite mockup is required, include

the components that are applicable to the scope of work being performed.
Each contractor is responsible for core drilling their own work.

B. Bid Category Scopes of Work

1. BC01 General Trades

- i. Include an Owner's Contingency Allowance of \$150,000. Bidders are to include markups, overhead, and profit in their base bid. Scope and amounts applied to this allowance are not to include markups, overhead, and profit.
- ii. Include an Owner's Allowance of \$5,000 for artwork. Scope to be determined.
- iii. Include general building permit and any ROW permits required.
- iv. Include final cleaning.
- v. General Trades contractor will provide an adequate number of first aid kits, bottled water, fire extinguishers, safety signage, and orientation hard hat stickers as specified by CM.
- vi. Provide temporary fencing and any required barricades once the fence is removed.
- vii. Provide any lawn mowing within the project limits throughout construction.
- viii. Provide snow and ice clearing on walkways.
- ix. Provide any temporary enclosures, walls, doors required throughout construction.
- x. Furnish CM jobsite office must be large enough to hold weekly contractor coordination meetings. Minimum size of 12'x60', to include (2) offices and a conference room. CM to provide furniture, General Trades to pick up (within 10 mile radius), relocate, and set furniture within trailer. Trailer will be provided with high-speed internet.
- xi. Include all MOT signage as required by City of Bloomington.
- xii. Provide all dumpsters for demo and general use.
- xiii. Provide trash bins within the work area for daily cleanup.
- xiv. Include all site demo, site grading, utilities, erosion control, site concrete, asphalt paving, landscaping.
- xv. Furnish and install bollards.
- xvi. Bring new utilities to within 5'-0" of the building.
- xvii. Include any required tap fees or utility connection fees.
- xviii. Include any water meters for domestic or fire protection lines.
- xix. Backfill road cuts per City of Bloomington / City of Bloomington Utilities standards.
- xx. Include trash enclosure.
- xxi. Street sweeping throughout the duration of the project.
- xxii. Gravel parking and laydown yard with geo-textile material underneath. Gravel will be added as required.
- xxiii. Include selective and structural demolition. Provide any shoring necessary to preserve structural integrity and provide a safe environment.
- xxiv. Dispose of all materials in accordance with all applicable laws and regulations.
- xxv. Include structural concrete foundations, slabs, etc. as detailed in the documents.
- xxvi. Include masonry work as detailed in the documents.
- xxvii. Include structural steel work as detailed in the documents.
- xxviii. Furnish and install canopies.
- xxix. Include in-wall / in-ceiling blocking for all accessory items, casework, trims, doors/hardware, windows, etc.
- xxx. Include all finish carpentry – wood trims, sills, casings, casework, counters, etc.
- xxxi. Include architectural firestopping.
- xxxii. Include roofing as noted in the documents. Ensure temporary watertight conditions where tear off and re-roof activities occur. Roofing system shall include all flashings, accessories, drainage, etc. to provide a complete and functional system.
- xxxiii. Include all exterior façade components including, but not limited to, fluid applied air

and water barrier, rigid insulation, fiber cement panels. Include all furring strips, sealants, accessories, etc. to provide a complete and functional façade system per the documents.

- xxxiv. Furnish and install screenwall.
- xxxv. Furnish and install doors, frames, and hardware.
- xxxvi. Furnish and install all windows / glazing systems.
- xxxvii. Furnish and install all partition walls.
- xxxviii. Furnish and install all drywall.
- xxxix. Furnish and install all ceiling systems – including turf ceiling cloud in Reading Room 123.
 - xl. Furnish and install all insulation.
 - xli. Painting
 - xl.ii. Flooring – all types.
 - xl.iii. Furnish and install kitchen equipment.
 - xl.iv. Furnish and install appliances.
 - xl.v. Furnish and install gear storage equipment.
 - xl.vi. Furnish and install signage as indicated in the documents.
 - xl.vii. Furnish and install fire extinguishers, cabinets, brackets.
 - xl.viii. Furnish and install all toilet accessories.
 - xl.ix. Furnish and install apparatus bay door.
 - i. Include floor prep at renovation to ensure new flooring is compatible with existing conditions.
 - ii. Complete moisture tests to ensure new concrete work is compatible with new flooring adhesion requirements.
 - iii. Fire protection scope shall provide a complete system. ALL piping for a complete system, this includes exterior underground pipe and connections.
 - liii. Furnish and install flagpole.
 - lii.v. Furnish and install phase 3 fence/gate to secure temp storage of apparatus.
 - lii.vi. Include concrete slab cutting and patching.
- 2. Alternate No. TWO – Add alternate for increased quality of Roof Membrane system from 20 year warranty roof to 30 year warranty roof.
 - 1. Base Bid item Section 07 5400 – Thermoplastic Membrane Roofing and R-Series Drawings 20 year warranty and 60 mil Roof See Section for full scope
 - 2. Add Alternate Item: Section 07 5400 – Thermoplastic Membrane Roofing 30 year Warranty and 80 mil Roof See section for full scope.

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

Project Manual

Fire Marshal Design Release Report

DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

00 0101 - Project Title Page

00 0105 - Certifications Page

00 0110 - Table of Contents

00 0145 - Bid Form

CITY OF BLOOMINGTON SUBMITTER'S FORM

CITY OF BLOOMINGTON BIDDING DOCUMENTS TABLE OF CONTENTS

SECTION I: Invitation to Bidders

SECTION II: Instructions to Bidders

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

SECTION IV: Affirmative Action Plan Requirements

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

SECTION VI: General Conditions

SECTION VII: Special Conditions and Supplementary Conditions

SECTION VIII: Sample Agreement with Attachments

00 2213 - Architect's Supplementary Instructions to Bidders

00 7300 - Architect's Supplementary Conditions

DIVISION 01 -- GENERAL REQUIREMENTS

01 1000 - Summary

01 1200 - Multiple Contract Summary

01 1500 - Procurement Substitution Procedures

01 1830 - Field Engineering

01 2000 - Price and Payment Procedures

01 2100 - Allowances

01 2300 - Alternates

01 2500 - Substitution Procedures

01 3000 - Administrative Requirements

01 4000 - Quality Requirements

01 4219 - Reference Standards

01 5000 - Temporary Facilities and Controls

01 6000 - Product Requirements

01 7000 - Execution and Closeout Requirements

01 7050 - Temporary Construction Facilities - Multiple Contracts

01 7800 - Closeout Submittals

DIVISION 02 -- EXISTING CONDITIONS

02 0810 - Cutting and Patching

02 4100 - Demolition

Pre Demolition Asbestos Survey

Report of Geotechnical Engineering Investigation

DIVISION 03 -- CONCRETE

03 0516 - Underslab Vapor Barrier

03 1000 - Concrete Forming and Accessories

03 2000 - Concrete Reinforcing

03 3000 - Cast-in-Place Concrete

DIVISION 04 -- MASONRY

04 0100 - Masonry Restoration and Cleaning

04 2000 - Unit Masonry

04 4200 - Exterior Stone Cladding

04 4316 - Stone Fabrications

DIVISION 05 -- METALS

05 1200 - Structural Steel Framing

05 2100 - Steel Joist Framing

05 3100 - Steel Decking

05 4000 - Cold-Formed Metal Framing

DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES

06 1000 - Rough Carpentry

06 4100 - Architectural Wood Casework

06 6400 - Plastic Paneling

DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

07 1010 - General Roofing Considerations

07 1113 - Bituminous Dampproofing

07 2100 - Thermal Insulation

07 2500 - Weather Barriers

07 4243 - Fiber Cement Panels

07 5400 - Thermoplastic Membrane Roofing

07 6200 - Sheet Metal Flashing and Trim

07 7100 - Roof Specialties
07 8400 - Firestopping
07 9005 - Joint Sealers

DIVISION 08 -- OPENINGS

08 1113 - Hollow Metal Doors and Frames
08 1416 - Flush Wood Doors
08 3100 - Access Doors and Panels
08 3513 - FF300 Four Fold Door System
08 4313 - Aluminum-Framed Storefronts
08 7100 - Door Hardware
08 8000 - Glazing
08 8300 - Mirrors

DIVISION 09 -- FINISHES

09 2116 - Gypsum Board Assemblies
09 3000 - Tiling
09 5100 - Acoustical Ceilings
09 6500 - Resilient Flooring
09 6566 - Resilient Athletic Flooring
09 6700 - Fluid-Applied Flooring
09 6813 - Tile Carpeting
09 7800 - Interior Wall Paneling
09 9113 - Exterior Painting
09 9123 - Interior Painting

DIVISION 10 -- SPECIALTIES

10 1400 - Signage
10 2400 - Rooftop Mechanical Screen
10 2600 - Wall and Door Protection
10 2601 - Wall and Corner Guards
10 2800 - Toilet, Bath, and Laundry Accessories
10 5113 - Metal Lockers

DIVISION 11 -- EQUIPMENT

11 4000 - Foodservice Equipment

DIVISION 12 -- FURNISHINGS

12 2400 - Window Shades
12 3200 - Manufactured Wood Casework
12 3600 - Countertops

DIVISION 22 -- PLUMBING

22 0516 - Expansion Fittings and Loops for Plumbing Piping
22 0517 - Sleeves and Sleeve Seals for Plumbing Piping
22 0519 - Meters and Gages for Plumbing Piping
22 0523 - General-Duty Valves for Plumbing Piping
22 0529 - Hangers and Supports for Plumbing Piping and Equipment
22 0548 - Vibration and Seismic Controls for Plumbing Piping and Equipment
22 0553 - Identification for Plumbing Piping and Equipment
22 0716 - Plumbing Equipment Insulation
22 0719 - Plumbing Piping Insulation
22 1005 - Plumbing Piping
22 1006 - Plumbing Piping Specialties
22 1123 - Domestic Water Pumps
22 3000 - Plumbing Equipment
22 4000 - Plumbing Fixtures

DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

- 23 0516 - Expansion Fittings and Loops for HVAC Piping
- 23 0517 - Sleeves and Sleeve Seals for HVAC Piping
- 23 0529 - Hangers and Supports for HVAC Piping and Equipment
- 23 0548 - Vibration and Seismic Controls for HVAC
- 23 0553 - Identification for HVAC Piping and Equipment
- 23 0593 - Testing, Adjusting, and Balancing for HVAC
- 23 0713 - Duct Insulation
- 23 0716 - HVAC Equipment Insulation
- 23 0719 - HVAC Piping Insulation
- 23 0913 - Instrumentation and Control Devices for HVAC
- 23 0923 - Direct-Digital Control System for HVAC
- 23 0993 - Sequence of Operations for HVAC Controls
- 23 1123 - Facility Natural-Gas Piping
- 23 2300 - Refrigerant Piping
- 23 3100 - HVAC Ducts and Casings
- 23 3300 - Air Duct Accessories
- 23 3423 - HVAC Power Ventilators
- 23 3600 - Air Terminal Units
- 23 3700 - Air Outlets and Inlets
- 23 3813 - Commercial-Kitchen Hoods
- 23 5533 - Fuel-Fired Unit Heaters
- 23 7416 - Packaged Rooftop Air-Conditioning Units
- 23 7433 - Dedicated Outdoor Air Units
- 23 8126.13 - Small-Capacity Split-System Air Conditioners
- 23 8200 - Convection Heating and Cooling Units

DIVISION 26 -- ELECTRICAL

- 26 0505 - Selective Demolition for Electrical
- 26 0519 - Low-Voltage Electrical Power Conductors and Cables (600 V and Less)
- 26 0526 - Grounding and Bonding for Electrical Systems
- 26 0529 - Hangers and Supports for Electrical Systems
- 26 0533.13 - Conduit for Electrical Systems
- 26 0533.16 - Boxes for Electrical Systems
- 26 0533.23 - Surface Raceways for Electrical Systems
- 26 0553 - Identification for Electrical Systems
- 26 0573 - Overcurrent Protective Device Coordination Study
- 26 0583 - Wiring Connections
- 26 0923 - Lighting Control Devices
- 26 2416 - Panelboards
- 26 2726 - Wiring Devices
- 26 2816.16 - Enclosed Switches
- 26 3100 - Photovoltaic Collectors
- 26 3213 - Engine Generators
- 26 3600 - Transfer Switches
- 26 5100- Interior Lighting
- 26 5600- Exterior Lighting

DIVISION 27 -- COMMUNICATIONS

- 27 0529 - Hangers and Supports for Communications Systems
- 27 1000 - Structured Cabling

DIVISION 28 -- ELECTRONIC SAFETY AND SECURITY

- 28 1000 - Access Control
- 28 4600 - Fire Detection and Alarm

DIVISION 31 -- EARTHWORK

- 31 1000- Site Clearing

31 2200- Grading
31 2316- Excavation
31 2323- Fill

DIVISION 32 -- EXTERIOR IMPROVEMENTS

32 1123 - Aggregate Base Courses
32 1216 - Asphalt Paving
32 1313 - Concrete Paving
32 1413 - Precast Concrete Unit Paving
32 1623 - Sidewalks
32 1723 - Pavement Markings
32 9219 - Seeding
32 9300 - Plants

DIVISION 33 -- UTILITIES

33 1416 - Site Water Utility Distribution
33 3113 - Site Sanitary Sewerage Gravity Piping

D. Enumeration of Contract Documents - Drawings Rev 9/16/2024

DRAWINGS

T101 TITLE SHEET
G101 GENERAL NOTES
G102 GENERAL NOTES & WALL TYPES
G103 PHASING PLAN
SV ALTA/NSPS Survey
C101 DEMOLITION PLAN
C200 SITE LAYOUT PLAN
C300 GRADING PLAN
C400 UTILITY PLAN
C800 SITE DETAILS
C900 EROSION CONTROL PLAN
C901 EROSION CONTROL DETAILS
L100 SITE LANDSCAPE PLAN
D101 DEMOLITION PLANS
D201 DEMOLITION ELEVATIONS
S001 STRUCTURAL SPECIFICATIONS
S002 STRUCTURAL SPECIFICATIONS
S101 FOUNDATION PLANS
S201 FRAMING PLANS
S202 FRAMING PLANS & DETAILS
S203 FRAMING PLANS & LINTEL SCHEDULE
S301 STRUCTURAL SECTIONS
S401 FOUNDATION DETAILS
S402 FOUNDATION DETAILS
S501 STRUCTURAL DETAILS
S502 STRUCTURAL DETAILS
S503 STRUCTURAL DETAILS
A001 LIFE SAFETY PLAN
A101 FLOOR PLAN
A110 ENLARGED PLAN DETAILS
A201 BUILDING ELEVATIONS
A202 BUILDING ELEVATIONS
A401 BUILDING SECTIONS
A402 BUILDING SECTIONS
A410 WALL SECTIONS
A411 WALL SECTIONS

A510 DOOR SCHEDULE AND DETAILS
A511 STOREFRONT ELEVATIONS AND DETAILS
A512 STOREFRONT/DOOR DETAILS
A601 ROOM FINISH SCHEDULE
A602 FINISH PLAN
A610 INTERIOR ELEVATIONS
A611 INTERIOR ELEVATIONS
A612 INTERIOR ELEVATIONS
A613 INTERIOR ELEVATIONS
AS101 ARCHITECTURAL SITELINE STUDY
R101 ROOF PLAN
R102 SOLAR ROOF PLAN
R201 ROOF DETAILS
R202 ROOF DETAILS
R203 ROOF DETAILS
R204 ROOF DETAILS
R205 ROOF DETAILS
R206 ROOF DETAILS
P101 PLUMBING PLAN
P102 ENLARGED PLUMBING PLANS
P301 PLUMBING SCHEDULES & DETAILS
P302 PLUMBING ISOMETRIC DIAGRAMS
P303 PLUMBING ISOMETRIC DIAGRAMS
M101 MECHANICAL PLAN
M102 MECHANICAL DIAGRAM
M301 MECHANICAL SCHEDULES & DETAILS
MEP101 MEP ROOF PLAN
K101 KITCHEN EQUIPMENT
K102 KITCHEN EQUIPMENT
K103 KITCHEN EQUIPMENT
E001 ELECTRICAL SITE PHOTOMETRIC PLAN
E100 ELECTRICAL SITE PLAN
E101 ELECTRICAL POWER PLAN
E301 ELECTRICAL LIGHTING PLAN
E501 ELECTRICAL SCHEDULES & DETAILS
L500 LOCUTION PLANS - BASIS OF DESIGN

E. ADDENDA

Addendum #1 October 3, 2024
Addendum #2 October 15, 2024
Addendum #3 October 17, 2024

ATTACHMENT 'B'

BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS;
COST RECOVERY

STATE OF INDIANA)

COUNTY OF Monroe) SS:

AFFIDAVIT

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

1. The undersigned is the Controller of
Building Associates, Inc.
(job title)
(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.	Not Applicable	Not applicable	Not applicable		Not Applicable
B.					
C.					
D.					
				Total	\$ _____

Method of Compliance (Specify) There is no excavation on the project that will require trench boxes or shoring.

Date: November 15, 2024
Martie Vandeventer
 Signature

Martie Vandeventer
 Printed Name

STATE OF INDIANA)
) SS:
 COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Martie Vandeventer and acknowledged the execution of the foregoing this 15th day of November, 2024.

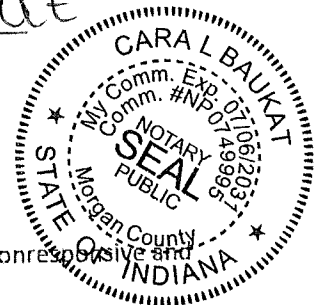
My Commission Expires: July 6, 2031 Cara L. Baukat
 Signature of Notary Public

County of Residence: Morgan Cara L. Baukat
 Printed Name of Notary Public

Commission #: NP0749995

*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the CITY OF BLOOMINGTON.



ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)

COUNTY OF Monroe)SS:

E-Verify AFFIDAVIT

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

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

Martie Vandeventer
Signature

Martie Vandeventer
Printed Name

STATE OF INDIANA)

COUNTY OF Monroe)SS:

Before me, a Notary Public in and for said County and State, personally appeared Martie Vandeventer and acknowledged the execution of the foregoing this 15th day of November, 2024.

My Commission Expires: July 6, 2031

County of Residence: Morgan

My Commission #: NP 0749995

Cara L Baukat
Signature of Notary Public

Cara L Baukat
Printed Name of Notary Public



ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)

) SS:

COUNTY OF Monroe)

AFFIDAVIT

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

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

Martin Vanderweide
Signature

Martin Vanderweide
Printed Name

STATE OF INDIANA

COUNTY OF Monroe)
)SS:

Before me, a Notary Public in and for said County and State, personally appeared Martie Vanderventer
and acknowledged the execution of the foregoing this 15th day of November, 2024.

My Commission Expires: July 6, 2031

Cara L. Baukat

Signature of Notary Public

County of Residence: Morgan

Cara L. Baukat

Printed Name of Notary Public

My Commission #: NP0749995



ATTACHMENT 'E'

BID FORM (page 1 of 2)

BID FORM

This BID Summary Sheet shall be completed and submitted with all other BID Documents.

Bid Package # 01

The Lump Sum Base BID amount to complete the 2024 Board of Public Works Project including all associated work per plans and specifications is:

1. TWO MILLION FOUR HUNDRED THIRTY FIVE THOUSAND SEVEN HUNDRED \$ 2,435,700.00

Alternate No. 1 (ADD/DEDUCT) N/A

Alternate No. 2 (ADD/DEDUCT) \$ 5,000

The contractor will (check one): ☐ invoice a single lump sum at the conclusion of the project
☐ submit invoices based on project progress.

Proposed start date for this project is Nov 4th and total of calendar days for completion of base bid.
(date)

is 280
(Of days)

For projects requiring submission of a Trench Safety Systems Affidavit, the portion of the Lump Sum cost provided above which is attributable to trench safety systems is: \$ N/A

(Only use for combination id) The Lump Sum Base BID amount to complete the 2024 Board of Public Works Project including all associated work per plans and specifications is for combination bid packages:

2. _____

Optional combination Bid – Bid Packages _____ & _____

Alternate No. 1 (ADD/DEDUCT) _____

Alternate No. 2 ADD/DEDUCT) _____

BID FORM (page 2 of 2)

The project in its entirety shall be completed by November 30, 2025.

Any and all Subcontractors performing work valued over 10,000 shall be listed below. Any Subcontractor not listed below at the time of the bid must be approved by the City of Bloomington prior to performing any work on this contract. Subcontractors not listed or approved will not be paid for work under this contract. In accordance with Indiana Code 5-16-13 of seq., incorporated herein by reference, any Subcontractor performing work on this contract is a Tier 2 contractor.

<u>SUBCONTRACTORS</u>	<u>ADDRESS</u>	<u>TYPE OF WORK</u>

In submitting this Bid, Bidder represents that:

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

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

No. <u>1</u>	Dated <u>October 3rd, 2024</u>
No. <u>2</u>	Dated <u>October 16th, 2024</u>
No. <u>3</u>	Dated <u>October 18th, 2024</u>
No. _____	Dated _____

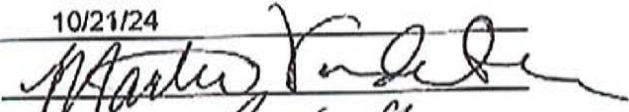
SIGNATURE OF BIDDER



Name of Bidder: Building Associates, Inc.

Date: 10/21/24

By:



Name Title Printed:

Controller

Bidder Address:

3701 Jonathan Drive

Bloomington IN, 47404

Telephone: 812-333-6699



Board of Public Works Staff Report

Project/Event: Contract Amendment with Commercial Services for Fire Station 3 Renovations

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 9/23/25

This contract amendment is to extend the contract dates for the Commercial Services contract for the renovation of Fire Station 3. This amendment will extend the contract date for 2 weeks and 3 days. Delays were encountered in obtaining the proper building permits and establishing a new electrical service. These delays were outside of the contractor's control. This date has passed, but we wanted the contracts to reflect to correct dates.

This contract amendment extends the substantial completion date to September 12th, 2025.

Respectfully submitted,

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



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham

FROM: J. D. Boruff

DATE: 9/23/25

RE: Amendment to Contract with Commercial Services for Fire Station 3 Renovations

Contract Recipient/Vendor Name:	Commercial Service of Bloomington, 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>	10/01/2035
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-755 (amending 24-650)
Due Date For Signature:	9/23/25
Expiration Date of Contract:	9/12/25
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	No Change in contract amounts
Funding Source:	N/A
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes

Summary of Contract: This contract amendment is to extend the contract date for Commercial Services for the renovation of Fire Station 3. This amendment will extend the contract date for 2 weeks and 3 days for this contract. This date has passed, but we wanted the contract to reflect correct dates.

This contract amendment extends the substantial completion date to September 12th, 2025.

CHANGE ORDER

PROJECT:

Bloomington Fire Department - Fire Station 3 Renovation & Addition
810 N Woodlawn Ave, Bloomington, IN 47408

CHANGE ORDER NO: 001

DATE: 8/18/2025

TO CONTRACTOR:

Commercial Service of Bloomington, Inc.
4710 W Vernal Pike, Bloomington, IN 47404

ARCHITECT'S PROJECT NO: F23116

COTRACT DATE: 11/4/2024

CONTRACT FOR: BC02 - Mechanical

THE CONTRACT IS CHANGED AS FOLLOWS:

Add one (1) week Contract time extension from August 31, 2025 to September 7, 2025 for the number of days from Notice to Proceed to the date the building permit was issued by the City of Bloomington.

Add one (1) week and three (3) days Contract time extension from July 29, 2025 to August 8, 2025 for the delay in Duke permanent power being turned on and the subsequent Trane RTU startup plus commissioning time resultant in a requested substantial completion date of September 12, 2025.

THE CONTRACT PRICE IS ADJUSTED AS FOLLOWS:

The original Contract Price was	\$ 665,500.00
The net change by previously authorized Change Orders	\$ -
The Contract Price prior to this Change Order was	\$ 665,500.00
The Contract Price will be unchanged by this Change in the amount of	\$ -
The new Contract Price including this Change Order will be	\$ 665,500.00

THE CONTRACT TIME IS ADJUSTED AS FOLLOWS:

The Contract Time will be increased by 12 calendar days.
As a result, the new **Substantial Completion Date is September 12, 2025.**

The adjustments to the Contract Price and/or Contract Time under this Change Order constitutes full and complete satisfaction for all direct and indirect costs, and interest related thereto, which has been or may be incurred in connection with the change(s) to the Work descibed in this Change Order.

By executing this Change Order, Owner and Contractor agree to modify the Scope of Work, Contract Price, and/or Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document.

NOT VALID UNTIL SIGNED BY THE OWNER

Martin Riley Architects
221 W Baker St.
Fort Wayne, IN 46802

ARCHITECT

Commercial Service of Blmtn, Inc.
4710 W Vernal Pike
Bloomington, IN 47404

CONTRACTOR (Firm name)

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

CONSTRUCTION MANAGER AGENT

City of Bloomington
PO Box 99
Bloomington, IN 47402

OWNER

BY (Signature)

BY (Signature)

BY (Signature)

BY (Signature)

Noah Donica
(Written name)

(Written name)

Kent James
(Written name)

(Written name)

DATE

DATE

DATE

DATE

EXHIBIT A



CONTRACT COVER MEMORANDUM

TO: Margie Rice, Corporation Counsel

FROM: Heather Lacy

DATE: October 30, 2024

RE: BFD Station #3 Commercial Services Mechanical and Plumbing Contract

Contract Recipient/Vendor Name:	Commercial Services of Bloomington, Inc.
Department Head Initials of Approval:	RK
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Max Litwin
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Heather Lacy
Record Destruction Date: <i>(Legal to fill in)</i>	December 31, 2035
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-650
Due Date For Signature:	ASAP
Expiration Date of Contract:	Completion of Work – approximately December 31, 2025
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$665,500.00
Funding Source:	987-06-08-FIR3-5410
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: This is the mechanical and plumbing contract for BFD Station #3.

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT

AND

CONTRACTOR

FOR

BLOOMINGTON FIRE STATION 3 RENOVATION / ADDITION

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, through the Board of Public Works (hereinafter CITY), and Commercial Services of Bloomington, Inc. (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for The Contractor shall furnish all necessary labor and materials, and equipment for renovating and building an addition to the Bloomington Fire Department, Station 3, per plans and specifications prepared by Martin Riley dated September 16, 2024 .

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR by August 31, 2025, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.04 CONTRACTOR agrees that no charges or claims for damages shall be made by him or her for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

3.01. CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

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

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

3.06. **Engineer** The City Engineer or **Weddle Bros. Building Group, LLC** shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. . When referred to throughout the Contact Documents the term "Engineer" refers to the **Construction Manager** or his/her designee.

ARTICLE 4. RETAINAGE

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

4.01 Retainage Amount. The retainage amount withheld shall be held by Board of Public Works ("Board") or shall be placed in an escrow account with an escrow agent. Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent. If an escrow agent is used, the escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. If an escrow agent is used, Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.02 Payment of Retainage Amount. The escrow agent or the Board shall hold the retainage until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent or the Board to pay to the Contractor the retainage, including both specifying the amount of retainage to be released and the person to whom that portion is to be released. After receipt of the notice, the escrow agent or the Board shall remit the designated funds to the person specified in the notice. If the escrow agent held the retainage, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees. **If the Board held the retainage, no interest will have been earned or will be payable.** However, nothing in this section shall prohibit Owner from requiring the escrow agent or the Board to withhold amounts necessary to complete minor items of the Contract following substantial completion of the Contract in accordance with the provisions of paragraph 4.03.

4.03 Escrow Agent The retainage amount withheld shall be placed in an escrow account. Yellow Cardinal Advisory Group, Columbus, Indiana, shall serve as the escrow agent.

4.04 Retainage Amount The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.05 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

4.06 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/Construction Manager. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his or her services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the

project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his or her surety, shall pay the difference to CITY.

5.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he or she shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his or her representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his or her Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his or her Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his or her Surety for his or her failure to complete the work in the time specified.

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

5.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

5.03 Successors and Assigns

5.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04 Extent of Agreement: Integration

5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.

9. The General Conditions.
10. The Specifications.
11. CONTRACTOR'S submittals.
12. The Performance Bond and the Payment Bond.
13. The Escrow Agreement.
14. Request for Taxpayer Identification number and certification: Substitute W-9.

5.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

5.05 Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

The Service Provider agrees to furnish the Department with a certificate of insurance upon execution of this Agreement. Service Provider shall maintain comprehensive insurance in the following amounts:

- Comprehensive General Liability Insurance
 - \$1,000,000 for each occurrence;
 - \$1,000,000 personal injury and advertising injury;
 - \$2,000,000 products and completed operations aggregate; and
 - \$2,000,000 general aggregate.
- Automobile Liability providing coverage for all owned, hired and non-owned autos.
 - The limit of liability required is \$1,000,000 each accident.
- Workers Compensation and Employers Liability (only if statutorily required for Service Provider).
 - The limits required are:
 - Workers Compensation – Statutory.
 - Employers Liability--\$1,000,000 for each accident, for each employee.
- Umbrella/Excess Liability with a required limit of \$1,000,000.
- Computer Attack and Cyber Extortion

○ Computer Attack Limit – Annual Aggregate	\$1,000,000
○ Sublimits – Per Occurrence – Cyber Extortion	\$100,000
○ Computer Attack and Cyber Extortion Deductible – Per Occurrence	\$10,000
- Network Security Liability

○ Network Security Liability Limit – Annual Aggregate	\$1,000,000
○ Network Security Liability Deductible – Per Occurrence	\$10,000
- Electronic Media Liability

○ Electronic Media Liability – Annual Aggregate	\$1,000,000
○ Electronic Media Liability – Per Occurrence	\$10,000

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be

held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08. Non-Discrimination

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

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

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

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

- a. Has formulated its own Affirmative Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

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

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

5.10 Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written Instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he or she shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12. Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with both a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

5.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Commercial Services of Bloomington, Inc.
Attn: Corporation Counsel, Legal Dept.	Attn: Gregory Humphrey
P.O. Box 100	4710 W. Vernial Pike
Bloomington, Indiana 47402	Bloomington, IN 4404
Copy to:	
City of Bloomington Fire Station #3	
Attn: Weddle Brothers	
PO Box 1330	
Bloomington, Indiana 47402	

5.15. Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16. Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17. Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

"Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

5.17.03 Domestic Foundry products are defined as follows:

"Products cast from ferrous and nonferrous metals by foundries in the United States."

5.17.04 The United States is defined to include all territory subject to the Jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18. Verification of Employees' Immigration Status

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

5.19. Drug Testing Plan

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

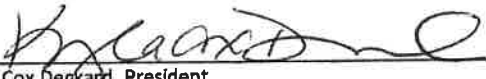
drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false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

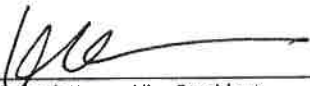
IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: NOVEMBER 4, 2024

City of Bloomington
Bloomington Board of Public Works

BY:


Kyla Cox Deekard, President


Elizabeth Karon, Vice President

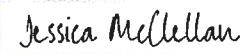
NOT PRESENT
James Roach, Secretary

BY:


Contractor Representative

Scott L. Rink
Printed Name

President
Title of Contractor Representative

DocuSigned by:

Approved as to form: 2840403EC23E43E
Signed by: Jessica McClellan, Controller

Approved as to form: 7081F011F43E4C8
Margie Rice, Corporation Counsel

ATTACHMENT 'A'

"SCOPE OF WORK"

BLOOMINGTON FIRE STATION 3 RENOVATION / ADDITION SPEC SECTION 01 1200 – MULTIPLE CONTRACT SUMMARY

A. General Scope Inclusions – Applicable to all Bid Packages

1. **Safety-**
 - a. Each prime contractor must conduct weekly safety inspections.
 - b. All prime contractors, subcontractors, onsite visitors, etc. will comply with Weddle Bros. Building Group, LLC safety policies and procedures including but not limited to safety glasses, high visibility, hard hats, gloves, ear plugs as required, Kevlar sleeves as required.
2. Daily reports are to be submitted in Autodesk Build, Weddle's document management software. Licenses are free and access will be provided to each user requiring access.
3. Unless otherwise indicated, the work described in this Section for each Contract shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.
4. This summary should in no way be construed as being all inclusive. It is issued as a guide to aid in the assignment of Work.
5. Each contract shall include provisions for its own excavation and backfill.
6. Blocking shall be the work of the General Trades Contract – unless noted otherwise. All trades are required to coordinate and verify blocking requirements prior to enclosing walls or ceilings. Any blocking not captured that will require additional work to open up finished areas will be the responsibility of the requiring trade.
7. Furnishing of access panels for the work of each Bid Package shall be the work of each contract for its own work. Installation of access panels shall be the work of the General Trades Contract.
8. Housekeeping pads shall be completed by the requiring contractor.
9. Roof-mounted equipment curbs shall be furnished by the requiring contractor and turned over to the BC01 contractor for installation.
10. Roof penetrations for the work of each Contract shall be coordinated by the requiring contractor with the BC01 contractor.
11. Cutting and Patching: Work shall be coordinated to avoid cutting and patching within the facility. Exterior cutting and patching (i.e. utility work) will be assigned to the appropriate Bid Category. Concrete slab cutting and patching to be assigned to the BC01 General Trades bid package.
12. Progress cleaning of work areas affected by its operations shall be the responsibility of each contractor on a daily basis. Debris is to be removed to dumpsters on a daily basis. Upon completion of the contractor's work, area must be broom cleaned with all debris, excess material removed, etc. with the space ready for final cleaning.
13. Each bid package is to include Joint Sealants as applicable to their scope of work.
14. Each bid package is to include firestopping as applicable to their scope of work.
15. Any permits required shall be provided by the requiring contractor.
16. Materials and Special Inspection Testing is provided by the Prime Bidders. Include provisions in bids for inspections that are applicable to the scope of work included in the Bid Category.
17. Trades are to provide their own hoisting – including unloading of materials.
Include any mockups required in the documents. If a composite mockup is required, include

the components that are applicable to the scope of work being performed.
Each contractor is responsible for core drilling their own work.

B. Bid Category Scopes of Work

2. BC02 – Mechanical / Plumbing

- i. Include an Owner's Contingency Allowance of \$100,000. Bidders are to include
- ii. markups, overhead, and profit in their base bid. Scope and amounts applied to this
- iii. allowance are not to include markups, overhead, and profit.
- iv. Provide temporary heat, cooling, fans.
- v. Connect to utility services 5'-0" outside of the building.
- vi. Provide domestic water system.
- vii. Provide sanitary sewer system.
- viii. Provide natural gas piping system.
- ix. Provide storm drainage if indicated within the building footprint.
- x. Provide plumbing fixtures. Include caulking of all fixtures installed under this category.
- xi. Coordinate any interface points with other trades
- xii. Provide a complete mechanical scope of work as required by the documents.
- xiii. Hydronic piping system and equipment.
- xiv. Sheet metal.
- xv. Insulation.
- xvi. Test and Balance.

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

Project Manual

Fire Marshal Design Release Report

DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

00 0101 - Project Title Page

00 0105 - Certifications Page

00 0110 - Table of Contents

00 0145 - Bid Form

CITY OF BLOOMINGTON SUBMITTER'S FORM

CITY OF BLOOMINGTON BIDDING DOCUMENTS TABLE OF CONTENTS

SECTION I: Invitation to Bidders

SECTION II: Instructions to Bidders

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

SECTION IV: Affirmative Action Plan Requirements

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

SECTION VI: General Conditions

SECTION VII: Special Conditions and Supplementary Conditions

SECTION VIII: Sample Agreement with Attachments

00 2213 - Architect's Supplementary Instructions to Bidders

00 7300 - Architect's Supplementary Conditions

DIVISION 01 – GENERAL REQUIREMENTS

01 1000 - Summary

01 1200 - Multiple Contract Summary

01 1500 - Procurement Substitution Procedures

01 1830 - Field Engineering

01 2000 - Price and Payment Procedures

01 2100 - Allowances

01 2300 - Alternates

01 2500 - Substitution Procedures

01 3000 - Administrative Requirements

01 4000 - Quality Requirements

01 4219 - Reference Standards

01 5000 - Temporary Facilities and Controls
01 6000 - Product Requirements
01 7000 - Execution and Closeout Requirements
01 7050 - Temporary Construction Facilities - Multiple Contracts
01 7800 - Closeout Submittals

DIVISION 02 -- EXISTING CONDITIONS

02 0810 - Cutting and Patching
02 4100 - Demolition
Pre Demolition Asbestos Survey
Report of Geotechnical Engineering Investigation

DIVISION 03 -- CONCRETE

03 0516 - Underslab Vapor Barrier
03 1000 - Concrete Forming and Accessories
03 2000 - Concrete Reinforcing
03 3000 - Cast-in-Place Concrete

DIVISION 04 -- MASONRY

04 0100 - Masonry Restoration and Cleaning
04 2000 - Unit Masonry
04 4200 - Exterior Stone Cladding
04 4316 - Stone Fabrications

DIVISION 05 -- METALS

05 1200 - Structural Steel Framing
05 2100 - Steel Joist Framing
05 3100 - Steel Decking
05 4000 - Cold-Formed Metal Framing

DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES

06 1000 - Rough Carpentry
06 4100 - Architectural Wood Casework
06 6400 - Plastic Paneling

DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

07 1010 - General Roofing Considerations
07 1113 - Bituminous Dampproofing
07 2100 - Thermal Insulation
07 2500 - Weather Barriers
07 4243 - Fiber Cement Panels
07 5400 - Thermoplastic Membrane Roofing
07 6200 - Sheet Metal Flashing and Trim
07 7100 - Roof Specialties
07 8400 - Firestopping
07 9005 - Joint Sealers

DIVISION 08 -- OPENINGS

08 1113 - Hollow Metal Doors and Frames
08 1416 - Flush Wood Doors
08 3100 - Access Doors and Panels
08 3513 - FF300 Four Fold Door System
08 4313 - Aluminum-Framed Storefronts
08 7100 - Door Hardware
08 8000 - Glazing
08 8300 - Mirrors

DIVISION 09 -- FINISHES

- 09 2116 - Gypsum Board Assemblies
- 09 3000 - Tiling
- 09 5100 - Acoustical Ceilings
- 09 6500 - Resilient Flooring
- 09 6566 - Resilient Athletic Flooring
- 09 6700 - Fluid-Applied Flooring
- 09 6813 - Tile Carpeting
- 09 7800 - Interior Wall Paneling
- 09 9113 - Exterior Painting
- 09 9123 - Interior Painting

DIVISION 10 -- SPECIALTIES

- 10 1400 - Signage
- 10 2400 - Rooftop Mechanical Screen
- 10 2600 - Wall and Door Protection
- 10 2601 - Wall and Corner Guards
- 10 2800 - Toilet, Bath, and Laundry Accessories
- 10 5113 - Metal Lockers

DIVISION 11 -- EQUIPMENT

- 11 4000 - Foodservice Equipment

DIVISION 12 -- FURNISHINGS

- 12 2400 - Window Shades
- 12 3200 - Manufactured Wood Casework
- 12 3600 - Countertops

DIVISION 22 -- PLUMBING

- 22 0516 - Expansion Fittings and Loops for Plumbing Piping
- 22 0517 - Sleeves and Sleeve Seals for Plumbing Piping
- 22 0519 - Meters and Gages for Plumbing Piping
- 22 0523 - General-Duty Valves for Plumbing Piping
- 22 0529 - Hangers and Supports for Plumbing Piping and Equipment
- 22 0548 - Vibration and Seismic Controls for Plumbing Piping and Equipment
- 22 0553 - Identification for Plumbing Piping and Equipment
- 22 0716 - Plumbing Equipment Insulation
- 22 0719 - Plumbing Piping Insulation
- 22 1005 - Plumbing Piping
- 22 1006 - Plumbing Piping Specialties
- 22 1123 - Domestic Water Pumps
- 22 3000 - Plumbing Equipment
- 22 4000 - Plumbing Fixtures

DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

- 23 0516 - Expansion Fittings and Loops for HVAC Piping
- 23 0517 - Sleeves and Sleeve Seals for HVAC Piping
- 23 0529 - Hangers and Supports for HVAC Piping and Equipment
- 23 0548 - Vibration and Seismic Controls for HVAC
- 23 0553 - Identification for HVAC Piping and Equipment
- 23 0593 - Testing, Adjusting, and Balancing for HVAC
- 23 0713 - Duct Insulation
- 23 0716 - HVAC Equipment Insulation
- 23 0719 - HVAC Piping Insulation
- 23 0913 - Instrumentation and Control Devices for HVAC
- 23 0923 - Direct-Digital Control System for HVAC
- 23 0993 - Sequence of Operations for HVAC Controls
- 23 1123 - Facility Natural-Gas Piping
- 23 2300 - Refrigerant Piping

- 23 3100 - HVAC Ducts and Casings
- 23 3300 - Air Duct Accessories
- 23 3423 - HVAC Power Ventilators
- 23 3600 - Air Terminal Units
- 23 3700 - Air Outlets and Inlets
- 23 3813 - Commercial-Kitchen Hoods
- 23 5533 - Fuel-Fired Unit Heaters
- 23 7416 - Packaged Rooftop Air-Conditioning Units
- 23 7433 - Dedicated Outdoor Air Units
- 23 8126.13 - Small-Capacity Split-System Air Conditioners
- 23 8200 - Convection Heating and Cooling Units

DIVISION 26 -- ELECTRICAL

- 26 0505 - Selective Demolition for Electrical
- 26 0519 - Low-Voltage Electrical Power Conductors and Cables (600 V and Less)
- 26 0526 - Grounding and Bonding for Electrical Systems
- 26 0529 - Hangers and Supports for Electrical Systems
- 26 0533.13 - Conduit for Electrical Systems
- 26 0533.16 - Boxes for Electrical Systems
- 26 0533.23 - Surface Raceways for Electrical Systems
- 26 0553 - Identification for Electrical Systems
- 26 0573 - Overcurrent Protective Device Coordination Study
- 26 0583 - Wiring Connections
- 26 0923 - Lighting Control Devices
- 26 2416 - Panelboards
- 26 2726 - Wiring Devices
- 26 2816.16 - Enclosed Switches
- 26 3100 - Photovoltaic Collectors
- 26 3213 - Engine Generators
- 26 3600 - Transfer Switches
- 26 5100- Interior Lighting
- 26 5600- Exterior Lighting

DIVISION 27 -- COMMUNICATIONS

- 27 0529 - Hangers and Supports for Communications Systems
- 27 1000 - Structured Cabling

DIVISION 28 -- ELECTRONIC SAFETY AND SECURITY

- 28 1000 - Access Control
- 28 4600 - Fire Detection and Alarm

DIVISION 31 -- EARTHWORK

- 31 1000- Site Clearing
- 31 2200- Grading
- 31 2316- Excavation
- 31 2323- Fill

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- 32 1123 - Aggregate Base Courses
- 32 1216 - Asphalt Paving
- 32 1313 - Concrete Paving
- 32 1413 - Precast Concrete Unit Paving
- 32 1623 - Sidewalks
- 32 1723 - Pavement Markings
- 32 9219 - Seeding
- 32 9300 - Plants

DIVISION 33 -- UTILITIES

33 1416 - Site Water Utility Distribution
33 3113 - Site Sanitary Sewerage Gravity Piping

D. Enumeration of Contract Documents - Drawings Rev 9/16/2024

DRAWINGS

T101 TITLE SHEET
G101 GENERAL NOTES
G102 GENERAL NOTES & WALL TYPES
G103 PHASING PLAN
SV ALTA/NSPS Survey
C101 DEMOLITION PLAN
C200 SITE LAYOUT PLAN
C300 GRADING PLAN
C400 UTILITY PLAN
C800 SITE DETAILS
C900 EROSION CONTROL PLAN
C901 EROSION CONTROL DETAILS
L100 SITE LANDSCAPE PLAN
D101 DEMOLITION PLANS
D201 DEMOLITION ELEVATIONS
S001 STRUCTURAL SPECIFICATIONS
S002 STRUCTURAL SPECIFICATIONS
S101 FOUNDATION PLANS
S201 FRAMING PLANS
S202 FRAMING PLANS & DETAILS
S203 FRAMING PLANS & LINTEL SCHEDULE
S301 STRUCTURAL SECTIONS
S401 FOUNDATION DETAILS
S402 FOUNDATION DETAILS
S501 STRUCTURAL DETAILS
S502 STRUCTURAL DETAILS
S503 STRUCTURAL DETAILS
A001 LIFE SAFETY PLAN
A101 FLOOR PLAN
A110 ENLARGED PLAN DETAILS
A201 BUILDING ELEVATIONS
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A401 BUILDING SECTIONS
A402 BUILDING SECTIONS
A410 WALL SECTIONS
A411 WALL SECTIONS
A510 DOOR SCHEDULE AND DETAILS
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A512 STOREFRONT/DOOR DETAILS
A601 ROOM FINISH SCHEDULE
A602 FINISH PLAN
A610 INTERIOR ELEVATIONS
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A612 INTERIOR ELEVATIONS
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AS101 ARCHITECTURAL SITELINE STUDY
R101 ROOF PLAN
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R201 ROOF DETAILS
R202 ROOF DETAILS
R203 ROOF DETAILS

R204 ROOF DETAILS
R205 ROOF DETAILS
R206 ROOF DETAILS
P101 PLUMBING PLAN
P102 ENLARGED PLUMBING PLANS
P301 PLUMBING SCHEDULES & DETAILS
P302 PLUMBING ISOMETRIC DIAGRAMS
P303 PLUMBING ISOMETRIC DIAGRAMS
M101 MECHANICAL PLAN
M102 MECHANICAL DIAGRAM
M301 MECHANICAL SCHEDULES & DETAILS
MEP101 MEP ROOF PLAN
K101 KITCHEN EQUIPMENT
K102 KITCHEN EQUIPMENT
K103 KITCHEN EQUIPMENT
E001 ELECTRICAL SITE PHOTOMETRIC PLAN
E100 ELECTRICAL SITE PLAN
E101 ELECTRICAL POWER PLAN
E301 ELECTRICAL LIGHTING PLAN
E501 ELECTRICAL SCHEDULES & DETAILS
L500 LOCUTION PLANS - BASIS OF DESIGN

E. ADDENDA

Addendum #1 October 3, 2024
Addendum #2 October 15, 2024
Addendum #3 October 17, 2024

ATTACHMENT 'B'

**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS;
COST RECOVERY**

STATE OF INDIANA)
COUNTY OF Monroe) SS:

AFFIDAVIT

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

1. The undersigned is the Treasurer of
(job title)
Commercial Service
(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$ _____

Method of Compliance (Specify) _____

Date: Nov 15, 2024

Greg Humphrey
Signature

Greg Humphrey
Printed Name

STATE OF INDIANA)
COUNTY OF Monroe) SS:

Before me, a Notary Public in and for said County and State, personally appeared Greg Humphrey and acknowledged the execution of the foregoing this 15th day of Nov, 2024.

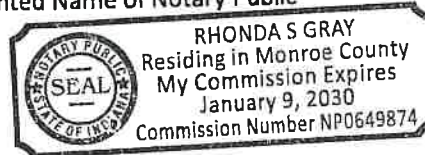
My Commission Expires: _____

Rhonda S. Gray
Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

Commission #: _____



*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the CITY OF BLOOMINGTON.

ATTACHMENT 'D'

**COMPLIANCE AFFIDAVIT
REGARDING INDIANA CODE CHAPTER 4-13-18
DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS**

STATE OF INDIANA)
) SS:
COUNTY OF Noaroe)

AFFIDAVIT

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

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


Signature

Scott L. Rink
Printed Name

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

E-Verify AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Greg Humphrey and acknowledged the execution of the foregoing this 15th day of Nov, 2024.

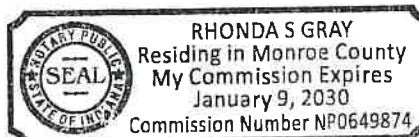
My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

My Commission #: _____



STATE OF INDIANA)
COUNTY OF Monroe)SS:

Before me, a Notary Public in and for said County and State, personally appeared Greg Humphrey
and acknowledged the execution of the foregoing this 15th day of Nov, 2029.

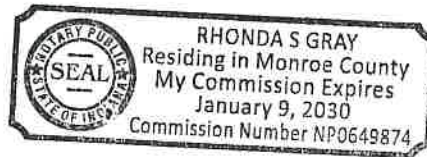
My Commission Expires: _____

Rhonda S Gray
Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

My Commission #: _____



ATTACHMENT 'E'

BID FORM (page 1 of 2)

BID FORM

This BID Summary Sheet shall be completed and submitted with all other BID Documents.

Bid Package # 2

The Lump Sum Base BID amount to complete the 2024 Board of Public Works Project including all associated work per plans and specifications is:

1. six hundred sixty five thousand five hundred dollars, \$665,500.⁰⁰

Alternate No. 1 (ADD/DEDUCT) No Bid

Alternate No. 2 ADD/DEDUCT) No Bid

The contractor will (check one): Invoice a single lump sum at the conclusion of the project.
submit invoices based on project progress.

Proposed start date for this project is 11-11-2024 and total of calendar days for completion of base bid.
(date)

is 365
(Of days)

For projects requiring submission of a Trench Safety Systems Affidavit, the portion of the Lump Sum cost provided above which is attributable to trench safety systems is: \$ NA

(Only use for combination bid) The Lump Sum Base BID amount to complete the 2024 Board of Public Works Project including all associated work per plans and specifications is for combination bid packages:

2. No Bid

Optional combination Bid – Bid Packages NA & NA

Alternate No. 1 (ADD/DEDUCT) No Bid

Alternate No. 2 ADD/DEDUCT) No Bid

BID FORM (page 2 of 2)

The project in its entirety shall be completed by November 30, 2025.

Any and all Subcontractors performing work valued over 10,000 shall be listed below. Any Subcontractor not listed below at the time of the bid must be approved by the City of Bloomington prior to performing any work on this contract. Subcontractors not listed or approved will not be paid for work under this contract. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, any Subcontractor performing work on this contract is a Tier 2 contractor.

SUBCONTRACTORS	ADDRESS	TYPE OF WORK
Total Balance	1031 Harrison St Indianapolis IN 46202	Test and Balance
Gribbins Insulation	1400 E Columbia St Evansville IN 47711	Duct and Pipe Insulation

In submitting this Bid, Bidder represents that:

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

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

No. <u>1</u>	Dated <u>10-3-2024</u>
No. <u>2</u>	Dated <u>10-16-2024</u>
No. <u>3</u>	Dated <u>10-18-2024</u>
No. _____	Dated _____

SIGNATURE OF BIDDER

Gregory E. Humphrey
Name of Bidder: Commercial Service of Bloomington, Inc.

Date: 10/21/24

By: Gregory E. Humphrey

Name Title Printed: Treasurer

Bidder Address:

4710 W Vernal Pike

Bloomington IN 47404

Telephone: 812-339-9114



Board of Public Works Staff Report

Project/Event:	Comprehensive Audit of Development Review and Permitting Services
Petitioner/Representative:	Planning and Transportation Department
Staff Representative:	David Hittle
Date of Event:	Tentative Start Date – October 10, 2025
Date of Board Meeting:	September 23, 2025

Summary

The Planning and Transportation Department requests Board of Public Works approval to execute a \$90,000.00 contract with American Structurepoint INC. for a comprehensive Audit of Development Review and Permitting Services. The purpose is to provide support for city development and the permit approval process. Funded through the approved Planning and Transportation Department budget, the project will run from October of 2025 to September 2026. American Structurepoint INC was selected through a qualifications-based process for its strong team, relevant experience, and alignment with City goals.

Requested Action

The Planning and Transportation Department requests that the Board of Public Works authorize the execution of a contract in the amount of \$90,000.00 between the City of Bloomington and American Structurepoint INC for professional services related audit of development review and permitting services.

Project Overview

The City of Bloomington, in partnership with American Structurepoint INC, will undertake a comprehensive audit of development and review. The overarching goal of this project is to develop a process by which American Structurepoint will help the City of Bloomington make meaningful, lasting improvement in the areas of planning and development.

Scope of Work

Toole Design Group will lead and complete the following tasks over an estimated 11 month period. See the Scope of Work detailed on Pg. 10 in the RFQ that was provided to the Planning and Transportation Department

- PHASE 1: Educate: Virtual internal kick off meeting, stakeholder interviews, a Trip , and summary of stakeholder input.

- PHASE 2: Explore: After feedback through the visit and stakeholder meetings the team will dig deep into the city's development review and permitting process processes.
- PHASE 3: Empower: This phase is dedicated to creating solutions based upon the results of our analysis and review from both phases 1 and 2. Creation of a recommendations Report.

Project Cost

The total cost of this contract is \$90,000 to be funded through local Planning and Transportation funds designation for corridor studies in the 2024 City of Bloomington budget.



CONTRACT COVER MEMORANDUM

TO: Margie Rice, Corporation Counsel
FROM: Enedina Kassamanian, Assistant City Attorney
DATE: September 19, 2025
RE: 2025 Service agreement for the permitting process support

Contract Recipient/Vendor Name:	American Structurepoint INC.
Department Head Initials of Approval:	DH
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	David Hittle
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Enedina Kassamanian
Record Destruction Date: <i>(Legal to fill in)</i>	2045
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-791
Due Date For Signature:	9/23/2025
Expiration Date of Contract:	11 months from start date (est. September 30th 2026)
Renewal Date for Contract:	None
Total Dollar Amount of Contract:	\$90,000
Funding Source:	1101-13-130000-53990
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Employment 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 Agreement is between the City of Bloomington's Planning and Transportation Department and American Structurepoint INC. For the services of enhancing Bloomington's permitting systems to improve interdepartmental coordination. The goal is to support the City's departments in a building process that works better for staff, applicants, and residents alike. American Structurepoint brings planning, permitting, and public sector experience to improve city systems and navigate the permitting processes with ease.

AGREEMENT FOR SERVICES

between the

**City of Bloomington Planning and Transportation Department
and American Structurepoint INC.**

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington, Indiana, and its Planning and Transportation Department (“Department”), by the Board of Public Works (“Board”) (collectively the “City”), and **American Structurepoint, 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”). Contractor shall diligently complete all Services in a timely manner consistent with the project timeline and 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 30th day of September 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.** The City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed \$90,000.00 dollars (\$90,000.00). Contractor shall submit an invoice to the City, no more frequently than once per month, based on a time and expense basis. Because funding for this project is likely to be appropriated in multiple fiscal years, the City may ask Consultant to submit invoices or perform work at particular times so as to guarantee that appropriated funds are available to pay invoices. The invoice shall be sent to: **David Hittle, City of Bloomington, 401 N. Morton Street, Bloomington, Indiana 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth herein shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or any expenses incurred by Consultant. 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 an 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. **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.
6. **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.
7. **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.
8. **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. The contractor shall not subcontract any part of the Services without the prior written permission of the City. Contractor's permission shall not be unreasonably withheld. 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.
9. **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. The 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.
10. **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.

11. 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.

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

- a. Comprehensive General Liability Insurance.
 - 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 \$10,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, 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.

13. **Conflict of Interest.** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.
14. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
15. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
16. **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.

17. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
18. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.
19. **Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination, 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.
20. **Compliance with Laws.** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
21. **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.
22. **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.
23. **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	American Structurepoint, Inc.
Attn: Bloomington Planning and Transportation Dept. , Project Manager(s) :	Attn: American Structurepoint, INC Attn: Cash E. Canfield, PE President
David Hittle	
%	
Address: 401 N. Morton St. Bloomington, IN 47404	Address: 9025 River Rd. Suite 200 Indianapolis, IN 46240
Email: david.hittle@bloomington.in.gov	Email: ccanfield@structurepoint.com
Phone: 812-349-3423	Phone: 317-547-5580

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

24. 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.

25. 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.

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:

Kyla Cox-Deckard, Chair DATED
Board

David Hittle, Director DATED

Kerry Thomson, Mayor DATED
City of Bloomington

AMERICAN STRUCTUREPOINT, Inc.

BY:

Signed by: _____ 9/19/2025
Matthew O'Rourke
C7204A945010401
Matthew O'Rourke, ACIP DATED

Planning & Economic Development Group
(Title)

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following: **See Page 10-13 of the attached RFQ Response**

EXHIBIT “B”

PROJECT SCHEDULE

Proposed Start Date: October 1, 2026

Anticipated End Date: Prior to September 30, 2026

EXHIBIT "C"

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the Planning & Economic Development Group Leader 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.

Signed by:
Matthew O'Rourke
C7204A945010401...
Signature

Matthew O'Rourke, AICP
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.

Signed by: Matthew O'Rourke
C7204A945010401...
Signature

Matthew O'Rourke, AICP
Printed name

EXHIBIT "D"

AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE

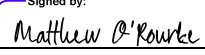
The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the Planning & Economic Development Group Leader 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: Please see page 5 of the RFQ Response, attached
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance:

Zero (0)

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.

Signed by:

C7204A945010401...
Signature

Matthew O'Rourke, AICP
Printed name

CITY OF BLOOMINGTON

COMPREHENSIVE AUDIT OF DEVELOPMENT REVIEW AND PERMITTING SERVICES

SUBMITTED: AUGUST 15, 2025



AMERICAN
STRUCTUREPOINT
INC.



9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, IN 46240
TEL 317.547.5580

August 15, 2025

David Hittle, AICP Director
Department of Planning and Transportation
City of Bloomington
401 N Morton St, Bloomington, IN 47404

Dear David,

The City of Bloomington's initiative to audit its development review and permitting services demonstrates a thoughtful commitment to improving how government serves its community. In a city shaped by a vibrant university presence and a highly engaged public, we understand that your permitting systems must be both efficient and responsive to a wide range of voices and expectations.

At American Structurepoint, we believe the best solutions come from understanding the realities of public service. Our proposed project manager, David Baird, is a former Director of Community Development, who supervised a city's Planning, Building Inspections, and Code Enforcement departments. David knows firsthand the challenges of managing municipal operations. He brings a practical perspective that aligns with Bloomington's goals, which are streamlining processes, improving service delivery, and achieving compliance without sacrificing quality.

Our team includes other professionals who have worked directly in permitting and developing review roles. We have been the staff behind the counter, the reviewers navigating complex codes, and the planners balancing policy with public input. This experience allows us to approach your audit with empathy and insight, offering recommendations that are not only technically sound but also grounded in the day-to-day realities of city government.

In addition to our team's direct experience in municipal permitting, we offer a full-service, interdisciplinary staff ready to support every aspect of this audit. Our proposed project manager will have immediate access to in-house experts in utilities, traffic, roadway engineering, IT solutions, environmental permitting, stormwater management, and floodplain regulations, allowing us to quickly resolve technical questions and provide holistic recommendations.

We are excited about the opportunity to help Bloomington enhance its permitting systems, improve interdepartmental coordination, and deliver a final product that reflects your community's values. Our goal is to support your departments in building a process that works better for staff, applicants, and residents alike.

This is critical in a city like Bloomington, where development decisions often intersect with infrastructure, mobility, and public expectations. We understand your world, and are ready to help. Thank you for considering our proposal. We look forward to the opportunity to collaborate with you and contribute to Bloomington's continued success.

Sincerely,
American Structurepoint, Inc.

A handwritten signature in black ink, appearing to read "M. McBride".

Mike McBride, PE
Executive-In-Charge

A handwritten signature in black ink, appearing to read "David Baird".

David Baird, JD, AICP
Project Manager

A handwritten signature in black ink, appearing to read "Angie M. Frazier".

Angie Frazier
Client Liaison

FIRM OVERVIEW

OUR HISTORY + EXPERTISE SPECIFIC TO YOU

In 1966, Jim Wurster and Bill Gervasio founded American Consulting Engineers, Inc. (ACE), offering civil engineering, surveying, and transportation design to public and private clients. By 1975, the firm completed its 1,000th project, confirming its growing success. Growth continued, and by 2006, Engineering News-Record had named ACE a “Top 500 Design Firm” for the ninth time. After 40 years in the industry, ACE had built strong brand equity, but its name began limiting public perception of its services. In 2006, for its 40th anniversary, the company rebranded as American Structurepoint, Inc. The new name redefined the firm and recast its future. Since then, American Structurepoint has grown from 200 to about 750 employees and now operates 18 strategic office locations. With a creative team across 11 disciplines, the firm continues to open doors to new opportunities.

LOCAL GOVERNMENT EXPERIENCE

Our team for this project includes an attorney, planners, engineers, public administrators, economic development specialists, public infrastructure specialists, historic preservation specialists, environmental scientists, and funding mechanism specialists. We know that to create a streamlined process for all approval processes, a well-rounded team is necessary to ensure all portions of the process are adequately reviewed. We also have a project manager that has experience with approving each and every one of the approval processes and knows when to reach out to each specialist on our team to ensure that a high quality review is completed for each process.



DAVID BAIRD, JD, AICP

- Former Director of Community Development for the City of McMinnville, Tennessee.
- Supervised the City’s planning, code enforcement, and building inspection programs.



MIKE MCBRIDE, PE

- Former City of Carmel City Engineer.
- Obtained non-local funding for more than \$200 million in outside infrastructure funding to City projects.



MATTHEW O'ROURKE, AICP

- Former City Planner and Economic Development Division Manager.
- Land development and zoning ordinance applications, long term planning initiatives, and staff liaison to the Housing and Corridor Commission.



ANGIE FRAZIER

- Former Director at the City of Westfield
- Valuable insight into infrastructure challenges, and the unique needs



ZACH WOLF, PE

- Former Deputy Manager for City of Indianapolis DPW
- Trusted collaborator with contract management, staff management, capital improvement program development, public outreach, and reporting.

PROJECT LEADER/POINT OF CONTACT

YOUR POINT OF CONTACT



DAVID P. BAIRD, JD, AICP
PRIMARY CONTACT/
PROJECT MANAGER

P 423.834.3914
E dbaird@structurepoint.com

David Baird, our project manager for the American Structurepoint team, is an accomplished planner and attorney specializing in local government land development ordinances with experience in 18 different states. David has also previously served as a Director of Community Development for a municipal government which allows him to see the larger picture of how a City's UDO connects to all of the different approval processes including those related to engineering.

**POLISHED, FOCUSED, +
READY TO REFLECT YOUR GOALS**

David has successfully overseen the review of numerous land development applications, providing a strong foundation for leading this complex initiative. His comprehensive understanding of regulatory landscapes and approval processes will be instrumental to providing the attention necessary by the right specialist on our team to all areas of the Development Review and Permitting Process Audit.

EDUCATION

Juris Doctorate, Law, 2014,
University of Memphis School of Law
Master of Arts, Geography, 2003,
Appalachian State University
Bachelor of Science, Geography, 2002,
University of North Alabama

LICENSE AND CERTIFICATIONS

American Institute of Certified Planners
Tennessee State Bar License

WHAT WILL IT BE LIKE WORKING WITH DAVID AND HIS TEAM?

Partnering with David Baird and the American Structurepoint team means working with professionals who understand the pressures and priorities of municipal government. David's background as both an attorney and a former Director of Community Development gives him a rare blend of legal insight and operational experience. He knows what it takes to improve permitting systems from the inside out.

Our team doesn't just audit processes. We help cities like Bloomington make meaningful, lasting improvements. We've worked with communities navigating growth, modernizing outdated systems, and balancing efficiency with public trust. In a city like Bloomington, where residents and stakeholders are engaged and vocal, we know that success means more than just streamlining workflows, it means building a process that earns confidence and reflects the city's identity.

PROJECT TEAM AND STRUCTURE

THE TEAM FOR YOUR AUDIT

Our team brings a well-rounded blend of planning, permitting, and public sector experience, shaped by years of work across Indiana and beyond. We understand that improving development review is not just about identifying inefficiencies; it's about building systems that work for staff, applicants, and the broader community. With a shared commitment to enhancing the quality of life in Indiana cities, we are prepared to deliver a final product that is grounded in real-world operations, informed by stakeholder input, and tailored to Bloomington's unique context.



PROJECT TEAM AND STRUCTURE

KEY PERSONNEL



MIKE MCBRIDE, PE EXECUTIVE-IN-CHARGE

Mike is experienced in all aspects of municipal engineering, with vast knowledge in transportation and public administration. Mike uses his unique experience to help our clients recognize opportunities, provide the necessary knowledge base to visualize an optimal outcome, and then overcome the complexities of a project. He has specialized experience in transportation, roundabout design, traffic, stormwater management, public policy, public presentation and outreach, sustainability, infrastructure funding, tax increment financing, right-of-way acquisition, utility coordination, capital improvement program management, and municipal budgets.

EDUCATION

Bachelor of Science, Construction Engineering & Management, 1997, Purdue University

LICENSE AND CERTIFICATIONS

Professional Engineer - Indiana



ZACH WOLF, PE PRINCIPAL

Zach has 23 years of experience throughout Indiana, Ohio, and Florida and serves in an executive leadership role as vice president for American Structurepoint focusing on sales and business development nationwide. Zach has excelled in every role he's held since joining our firm in 2002, which includes over 10 years of designing and managing hundreds of successful LPA and DOT transportation and utility infrastructure projects.

EDUCATION

Bachelor of Science, Civil Engineering, 2000, Purdue University

LICENSE AND CERTIFICATIONS

Professional Engineer - Indiana



MATTHEW O'ROURKE, AICP DIRECTOR OF PLANNING AND ECONOMIC DEVELOPMENT

Matthew has more than 20 years of extensive public- and private-sector strategic planning experience focusing on community planning, land and economic development, public engagement, market and data analysis, housing needs and affordability analysis, and zoning. He excels at tackling complex planning challenges, identifying viable alternatives, and delivering well-integrated effective solutions that link community input with data-driven ideas and results. Matthew understands how to use his combination of skills to guide developments and negotiations, visualize and research design options for your community, and market projects to successful conclusions.

EDUCATION

Master of Science, Human and Computer Interaction, 2014, DePaul University
Master of Urban Design, Urban and Regional Planning, 2004, Ball State University
Bachelor of Urban Planning and Development, 2003, University of Cincinnati

LICENSE AND CERTIFICATIONS

American Institute of Certified Planners



ANGIE FRAZIER CLIENT LIAISON

Angela brings a unique perspective to the issues facing Indiana's municipalities thanks to her public sector experience and 14 years in the structural engineering industry. She understands the challenges and opportunities awaiting today's leaders and is eager to help all communities navigate those challenges to improve infrastructure, spur economic development, and make life better.

EDUCATION

Master, Public Management, 2015, Indiana University Kokomo
Bachelor of Science, Criminal Justice, 2013, Indiana University Kokomo

PROJECT TEAM AND STRUCTURE



PATRICK O'CONNOR, PE, PTOE TRAFFIC ENGINEER

Patrick has specialized experience in traffic operations and transportation engineering in a variety of projects, including signal retiming, signal design, transportation modeling, and design of intelligent transportation systems (ITS). Patrick has a diverse background in providing a multitude of services to a full range of clients throughout the United States. Patrick is skilled in using Synchro, SimTraffic, HCS and Tru-Traffic software, as well as AutoCAD, MicroStation, AutoTurn, and SignCAD.

EDUCATION

Bachelor of Science, Civil Engineering, 2002,
Purdue University

LICENSE AND CERTIFICATIONS

Professional Traffic Operations Engineer
Professional Engineer – Indiana



GANNON GRIMMER, PE TRAFFIC ENGINEER

Gannon's traffic operations/analysis experience includes traffic impact studies, intersection/corridor capacity analysis, traffic simulation modeling, and traffic signal timing plans. He is proficient at the use of VISSIM to simulate traffic signals, roundabouts, freeways, transit operations, and signal preemption. He also analyzes traffic models in Synchro/Sim Traffic, including signal timing development for coordinated signal systems. Gannon's traffic design experience includes traffic signal design, lighting analysis and design, and signing design. His traffic design expertise ranges from small-scale projects consisting of a single intersection to large-scale projects consisting of more than 10+ miles in design length.

EDUCATION

Bachelor of Science, Civil Engineering, 2013,
Purdue University

LICENSE AND CERTIFICATIONS

Professional Engineer - Indiana



NOLAN SCHACHERER, PE BUILDING/FIRE CODE INVESTIGATOR

Nolan has expertise in steel building systems, renovations, and structural forensics. He is skilled in applying international and local building and fire codes to ensure safe, compliant designs across all risk categories. His work includes fire-resistance integration, coordination with code officials, and site evaluations to identify deficiencies. Nolan uses advanced modeling tools to validate structural performance under seismic, wind, and fire loads, contributing to successful projects in multiple states.

EDUCATION

Master of Science, Civil Engineering, 2021,
University of Dayton
Bachelor of Science, Civil Engineering, 2019,
University of Dayton

LICENSE AND CERTIFICATIONS

Professional Engineer - Ohio



JAMIE STETZEL, PE ROAD ENGINEER

Jamie has 23+ years of experience in roadway/highway design for projects from multi-lane urban added travel lanes to rural pavement rehabilitation. He specializes in roadway design, maintenance of traffic, ADA compliance and ramp design, erosion control, and storm drainage. Some of his 3R/4R freeway and non-freeway projects have included new divided highway alignments, new interchange or interstate interchange modifications, added travel lanes, geometric corrections, spot intersection improvements, over 1,000 ADA curb ramp designs, multiple multi-use paths as part of roadway improvement projects, more than 85 miles of roadway resurfacing and 10+ miles of full roadway reconstruction, storm sewer design, small structure replacements, and hydrologic and hydraulic modeling.

EDUCATION

Bachelor of Science, Civil Engineering, 2002,
Bradley University

LICENSE AND CERTIFICATIONS

Professional Engineer - Indiana

PROJECT TEAM AND STRUCTURE



KAREN SAAVEDRA, PE, ASSOC. DBIA WATER/WASTEWATER

Karen is regularly involved in the design and evaluation of wastewater underground infrastructure and treatment facilities. Karen serves as the district engineer for the Hendricks County Regional Sewer District. Other assignments include preparation of planning/feasibility reports, wastewater process computer modeling and design, permit packages, collection system design, evaluation, and rehabilitation, technical specifications, and layout of maps and plan sheets.

EDUCATION

Master of Science, Environmental Engineering, 2011,
University of Notre Dame
Bachelor of Science, Environmental Engineering,
2009, University of Miami

LICENSE AND CERTIFICATIONS

Professional Engineer – Indiana
CSI Construction Documents Technologist
CSI Construction Documents Technologist
DBIA Design-Build Professional



RACHEL SPARKS, PE, CFM STORMWATER/ FLOODPLAIN

Rachel's stormwater modeling experience encompasses a wide range of projects for municipal, utility, transportation, and civil/site applications. Her background includes hydraulic design of bridges, culverts, storm sewers, and detention; hydrologic & hydraulic modeling; and floodplain and floodway analyses. Rachel is also experienced in design of municipal drinking water wells, water main replacements, and sanitary collection systems.

EDUCATION

Bachelor of Science, Agricultural Engineering, 2014,
Purdue University
Master of Science, Ecological Sciences and
Engineering, 2016, Purdue University

LICENSE AND CERTIFICATIONS

Certified Floodplain Manager
Professional Engineer - Indiana



SARAH EVERHART, CHMM ENVIRONMENTAL PERMITTING REVIEW

Sarah has experience preparing environmental assessment documents, wetland determinations and delineations, wetland permitting, Phase I and Phase II environmental site assessments, and NEPA documentation. Sarah has specialized experience with the LPA process for environmental documentation and is also versed in the processes and issues related to Section 4(f) and Section 106. Sarah has led various public involvement campaigns, as well as built relationship with local, state, and federal agencies.

EDUCATION

Bachelor of Science, Natural Resources and
Environmental Science, 2016, Purdue University

LICENSE AND CERTIFICATIONS

Asbestos Inspector - Indiana
INDOT Categorical Exclusion - Indiana
Certified Hazardous Materials Manager (CHMM)
INDOT NEPA – Indiana



TONY VALASEK IT SOLUTIONS

Tony is directly responsible for applying IT technologies to meet qualified business objectives for both American Structurepoint and its clients. In addition, he is also responsible for designing and maintaining the computing, telecommunications, and network infrastructure that is utilized by American Structurepoint to meet its corporate objectives. Tony's other duties include providing fast and reliable access to information sources, researching new technologies for possible deployment, aiding with prioritizing and managing IT objectives for American Structurepoint and its clients, along with monitoring and maintaining a highly dependable, productive, and secure information system that is used for financial, administrative, sales, marketing, and engineering design CAD functions.

EDUCATION

Bachelor of Science, Electrical Engineering,
Purdue University

REFERENCES

PROOF IS IN THE PUDDING!

Our team has partnered with communities across Indiana and the Midwest to improve permitting systems, streamline development review processes, and enhance interdepartmental coordination. These engagements have involved audits, process redesigns, and implementation support—each tailored to the unique needs of the municipality.

“David’s knowledge and professionalism during our project was excellent. Not only did David really know his stuff, but he was also able to think on my level because he has been in my role and knows what it is like to be in my shoes.”

- SARAH HAMER, PLANNING DIRECTOR

CITY OF GREENSBURG

SARAH HAMER
PLANNING DIRECTOR

City of Greensburg
314 W. Washington Street, Greensburg, Indiana 47240
P 812.663.3344
E shamer@greensburg.in.gov

JOHNSON COUNTY

MICHELE HANSARD, AICP
DIRECTOR

Johnson County Department of Planning and
Johnson County Commissioners
86 W Court Street, Franklin, Indiana 46131
P 317.736.3700
E mhansard@co.johnson.in.us

CITY OF MUNCIE

ADAM LEACH
CITY ENGINEER AND STREET
SUPERINTENDENT

City of Muncie Public Works Department
300 N High Street, Muncie, Indiana 47305
P 765.747.4853 x230
E aleach@cityofmuncie.com

CITY OF TROY

AUSTIN EIDEMILLER
PLANNING AND ZONING MANAGER

City of Troy
100 Market Street, Troy, Ohio 45373
P 937.339.9481
E austi.eidmiller@troyohio.gov



CITY OF CHILLICOTHE

CLINT BOGGS
CHIEF OF STAFF

City of Chillicothe
35 South Paint Street, Chillicothe, Ohio 45601
P 770.774.1185
E clint.boggs@chillicotheoh.gov

CITY OF GREENDALE

ANGIE WALTERS
FORMER EXECUTIVE DIRECTOR

City of Greendale
488 Ludlow Street, Greendale, Indiana 47025
P 812.290.6181

PROJECT APPROACH

PROPOSED SCOPE OF SERVICES



PHASE 1: EDUCATE (MONTHS 1 + 2)

This phase is dedicated to learning about Bloomington and how the development review and permitting services function within the city. We will conduct research and engagement activities to discover the key issues and challenges that need to be addressed throughout the project. This phase will be used to get to know city staff and key stakeholders to understand the issues and concerns that exist for each group. Specific activities in this phase include:

VIRTUAL INTERNAL KICKOFF MEETING This meeting will provide an opportunity to clarify expectations and answer questions about tasks, schedules, data, and deliverables for the update. As part of this meeting, we discuss potential stakeholder interview groups. We propose having similar meetings to the virtual internal kickoff meeting on a bi-weekly basis that will serve as check-ins where we will discuss key items and topics.

STAKEHOLDER INTERVIEWS Meet with stakeholder groups that may have key insights into how the city's development review and permitting services typically operates. Typical stakeholder groups include, but are not limited to:

- City Staff (from all city departments involved in permitting)
- Contractors
- Design Professionals (Engineers, Architects, Planners, etc.)
- Developers
- Laypersons (applicants)

TRIP #1

- City Staff Meetings
- Stakeholder Interviews
- Plan Commission Presentation – (scope of work; first trip observations; and Commission member input)

KEY DELIVERABLE

- Summary of Stakeholder Input





PHASE 2: EXPLORE (MONTHS 3 + 4)

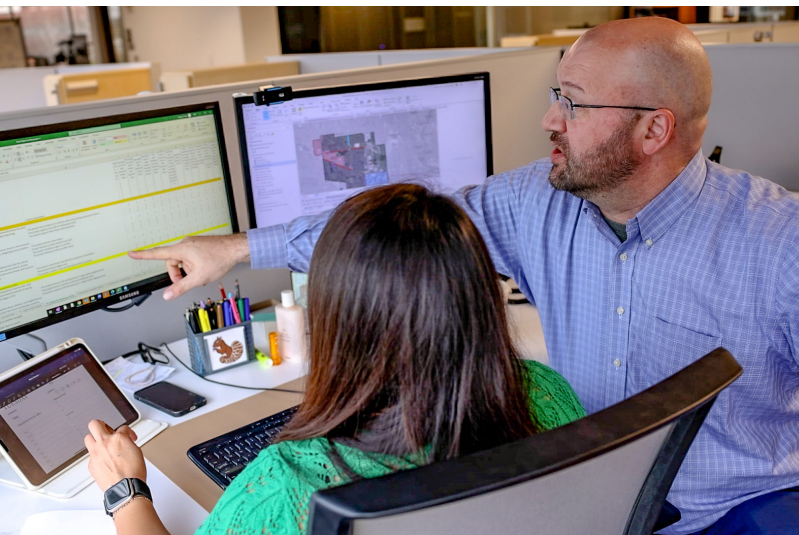
After receiving initial feedback through our first site visit which will include key meetings with both internal and external stakeholders, our team will dig deep into the city's development review and permitting process processes.

CODE AUDIT Our team will review the administrative procedures and application material requirements for all relevant documents. This will include, but is not limited to, all ordinances, codes, policies, and manuals that the City currently uses. As part of this review, our team will:

- Assess compliance with all applicable federal, state, and local laws, ordinances, codes, and regulations related to development review and permitting, including newly-adopted state legislation slated to go into effect January 2026.
- Review the current local regulations to determine if the existing regulations are as streamlined as possible. To do this we will assess whether the existing regulations creates a process that is either legally or functionally longer than necessary.
- Review the city's existing manuals and application materials to ensure that they are appropriately cross-referenced to the city's existing codes and ordinances.

EFFICIENCY AND EFFECTIVENESS ANALYSIS After learning about the existing regulatory framework, our team will shift to an analysis of how effectively the City of Bloomington is using its resources to administer its regulations and processes. This will include, but is not limited to, a review of existing customer service and staff training protocols.

- Document "as-is" development review and permitting processes, from application submission, to permit issuance, to final site inspection.
- Analyze the efficiency of the development review process, including cycle times, bottlenecks, redundancies, communication lapses, and other challenges.
- Evaluate the effectiveness of communication channels between city departments, other checkpoint departments and agencies, and applicants.
- Review mechanisms for applicant feedback and satisfaction.
- Assess the adequacy of current staffing levels and staff expertise in relation to permit review demands.



TECHNOLOGY UTILIZATION Our project manager will work with our in-house Information Technology (IT) team to review the current use of technology in the review process (e.g., permitting software, online portals, document management).

- Provided that we are able to obtain access through Tyler Technologies Enterprise Permitting and Licensing Team, we will review your newly re-built platform and make comments which can be routed to Tyler Technologies to enhance their final product for your needs.
- Review of other uses of technology in addition to Tyler Technologies that your department is currently using.

KEY DELIVERABLE

- Existing Conditions Report (including a Code Audit Report; Efficiency and Effectiveness Report; and a Technology Utilization Report)

TRIP #2

- City Staff Meetings
- Plan Commission Presentation (to include but is not limited to key points for the Summary of Stakeholder Input; Code Audit; Efficiency and Effectiveness Analysis; and Technology Utilization)
- Additional Site Visit(s) – If an additional site visit or site visits is necessary to effectively witness and review the city's processes relative to the Efficiency and Effective Analysis, we are willing to undertake this provided that the additional dates are at a mutually agreed upon time.



PHASE 3: EMPOWER (MONTHS 5 – 9)

This phase is dedicated to creating solutions based upon the results of our analysis and review from both phases 1 and 2. Prior to creating a Recommendations Report, our team will identify applicable industry best practices in development and permit review processes from comparable jurisdictions.

BEST PRACTICES REVIEW Our team will research potential solutions for the challenges that are identified from phases 1 and 2. This research will include, but is not limited to, reviewing comparable jurisdictions and our team's past professional experiences.

PRELIMINARY RECOMMENDATIONS REPORT

Our team will create a preliminary draft of a Recommendations Report.

- The report will create clear, actionable, and prioritized recommendations for improving the development review process, addressing identified deficiencies, and enhancing overall efficiency and customer satisfaction.
- The report will include implementation timelines and, where applicable, potential cost savings/benefits.



REVIEW OF PRELIMINARY RECOMMENDATIONS REPORT After sending a draft of the Preliminary Recommendations Report, we will allow for time for city staff, the Plan Commission, and any other relevant board or commission, to review the draft report and make comments which will be incorporated into the Final Recommendations Report. After we receive these comments, there may be a need for our team to have a follow-up conversation or conversations about said comments to ensure that we are adequately addressing your needs.

FINAL RECOMMENDATIONS REPORT

Our team will create a Final Recommendations Report.

- The report will incorporate the comments made by city staff, the Plan Commission, and any other relevant board or commission.
- The final report will include an executive summary, detailed sections for each area of the scope of work, and, where applicable, appendices with supporting data.

TRIP #3

- City Staff Meetings
- Plan Commission Presentation (Summary of Final Recommendations Report)

KEY DELIVERABLES

- Preliminary Recommendations Report
- Final Recommendations Report

ONGOING IMPLEMENTATION SUPPORT For two months after our team's delivery of the Final Recommendations Report, we will be available for follow-up consultation to assist with the implementation of the recommendations. After the initial two months are complete, without any additional charge, our team can continue to be involved on an hourly rate basis.



SCHEDULE + COST

PROJECT TIMELINE + COST BREAKDOWN

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	COST
PHASE 1: EDUCATE										\$9,000
Virtual Internal Kickoff Meeting										\$500
Stakeholder Interviews										\$3,000
Trip #1 - Meetings and Presentation										\$4,000
Summary of Stakeholder Input										\$1,500
PHASE 2: EXPLORE										\$52,000
Code Audit										\$15,000
Efficiency and Effectiveness Analysis										\$20,000
Technology Utilization										\$9,000
Existing Conditions Report										\$6,000
Trip #2 - Meetings and Presentation										\$2,000
PHASE 3: EMPOWER										\$29,000
Best Practices Review										\$5,000
Preliminary Recommendations Report										\$8,000
Review of Preliminary Recommendations Report										\$2,000
Final Recommendations Report										\$8,000
Trip #3 - Meetings and Presentation										\$2,000
Implementation Support										\$4,000
TOTAL										\$90,000

■ Indicates In-Person Meeting

ARCHITECTURE + INTERIORS
CIVIL ENGINEERING
CONSTRUCTION SOLUTIONS
ENVIRONMENTAL SERVICES
INVESTIGATIVE
IT SOLUTIONS
LAND SURVEYING
PLANNING + ECONOMIC DEVELOPMENT
STRUCTURAL ENGINEERING
TRANSPORTATION
UTILITY INFRASTRUCTURE



AMERICAN
STRUCTUREPOINT
INC.

www.structurepoint.com



Updated July 10, 2025

To: Prospective Bidders/Vendors/Grant Recipients

RE: Equal Employment Plan, Living Wage Ordinance, and Drug Testing Policy

FROM: Anna Lamberti Holmes, Assistant City Attorney/Contract Compliance Officer

EQUAL EMPLOYMENT OPPORTUNITY:

The City is implementing a temporary contract compliance process that covers specifically what long-standing federal law protects: (1) nondiscrimination of protected classes; (2) anti-harassment; (3) grievance processes for discrimination and harassment; and (4) prohibition of retaliation. The following contract compliance process will be used to satisfy the requirements in BMC §2.23.180 until such a time that the Common Council of the City of Bloomington considers new code regulations concerning contracting with the City.

All bidders, quoters, vendors, and grant recipients with the City of Bloomington for projects in excess of \$10,000.00 must certify their compliance with the city's contract requirements by submitting the attached affidavit prior to submitting a bid. The legal department will provide a letter acknowledging receipt of the affidavit and provide a date for an annual review of the certification. You must include this acknowledgment letter with your bid submission.

The attached contract compliance affidavit *replaces* the previously required AAP and workforce breakdown form and must be on file in the legal department.

LIVING WAGE: Contractors that are considered "covered employers" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance" or "LWO," are required to pay their covered employees at least a living wage. Currently, the living wage is \$16.22 per hour for covered employees. Up to 15% of that amount, or \$2.43, may be in the form of the covered employer's contribution to health insurance available to the covered employee.

If the City determines the successful bidder is a covered employer under the LWO, Contractor shall execute the Living Wage Ordinance Affidavit; shall abide by the LWO by paying their employees a living wage and providing the City with information requested in the course of enforcing the LWO; and shall post the Living Wage Poster, provided on the last page of this packet, in areas frequented by their covered employees.

The attached flow chart provides guidance on whether the contractor is a "covered employer."

DRUG TEST POLICY: Finally, please be aware that if you are submitting a bid for a public works project with an estimated cost of \$150,000.00 or more, you will need to submit your company's written drug testing plan with your bid. Your plan must comply with I.C. §4-13-18 *et seq.* Failure to do so may make you ineligible to be awarded a bid or contract. Please see your bid packet for more details.

If you have any questions, contact the City's Legal Department at 812.349.3426 or email the City at legal@bloomington.in.gov. The office hours are Monday through Friday, 8-5.

CONTRACT COMPLIANCE AFFIDAVIT

The following contract compliance requirements will be used to satisfy BMC §2.23.180, until such a time that the Common Council of the City of Bloomington considers new code regulations concerning contracting with the city.

I, Matthew O'Rourke [Contractor], certify that American Structurepoint [name of company] is in compliance with the contract requirements listed below:

- Follows all federal laws and regulations relating to equal employment opportunity.
- Follows all applicable federal anti-discrimination laws.
- Has a written harassment policy that includes: (1) a definition of harassment, (2) a designated person to receive and investigate harassment complaints through a grievance procedure, and (3) a provision prohibiting retaliation against someone for filing a harassment complaint.
- Does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.

I understand that no portion of this contract should be construed to conflict with any portion of federal or state laws or regulations. To the extent any portion of the contract is held to be invalid, the remainder of the contract and the application of its provisions to any other persons or circumstances shall not be affected thereby.

I understand that if the City finds that this company/business/organization has misrepresented any certification of the above provisions, notwithstanding any other enforcement provisions, the City reserves the right to immediately and without equivocation terminate the contract and any obligations contained therein.

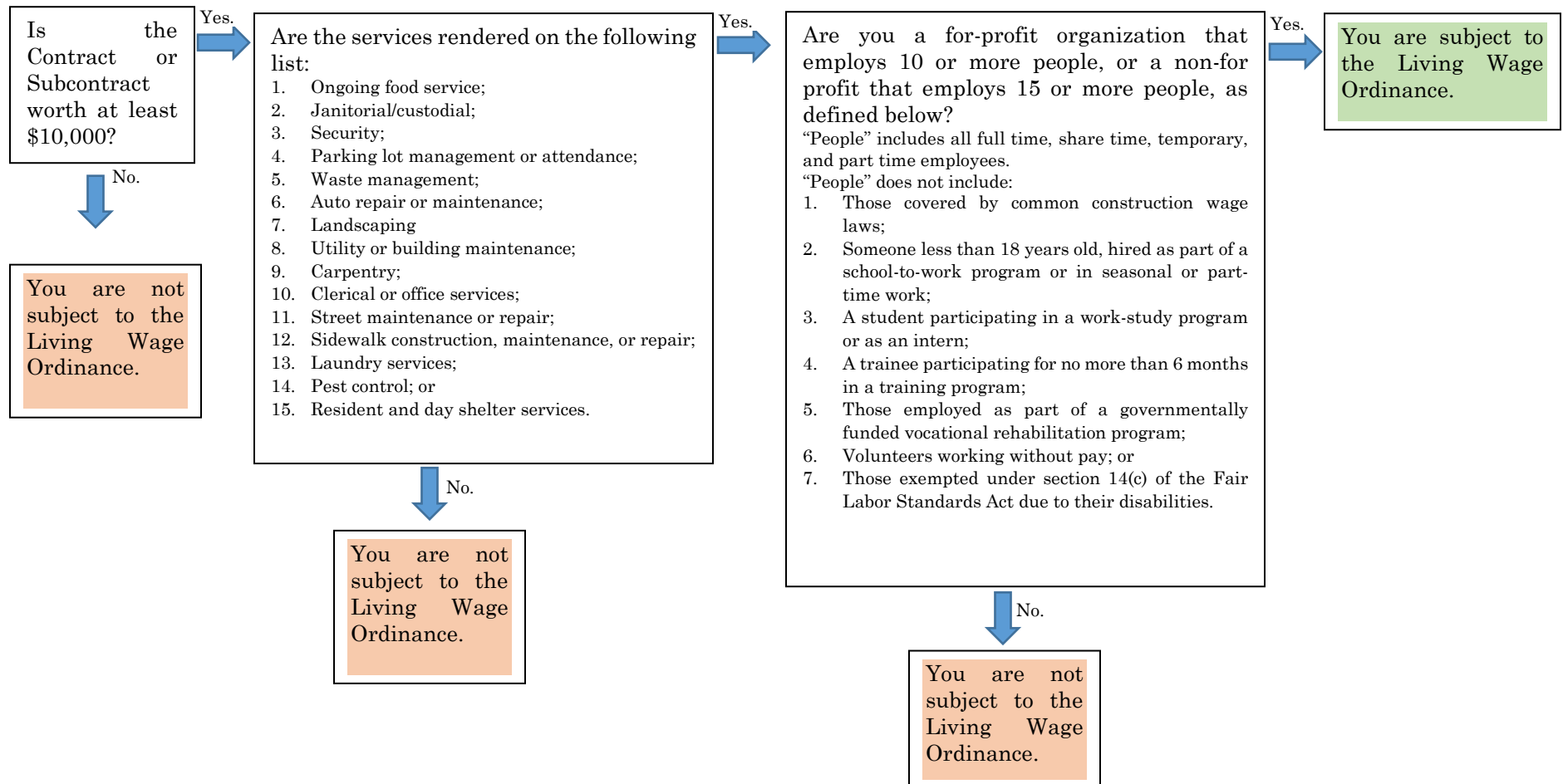
Signed by: Matthew O'Rourke Planning and Economic Development Group 9/22/2025
Signed/Title Leader Date

The City of Bloomington (CoB) Living Wage Ordinance (LWO) applies to three groups of employers:

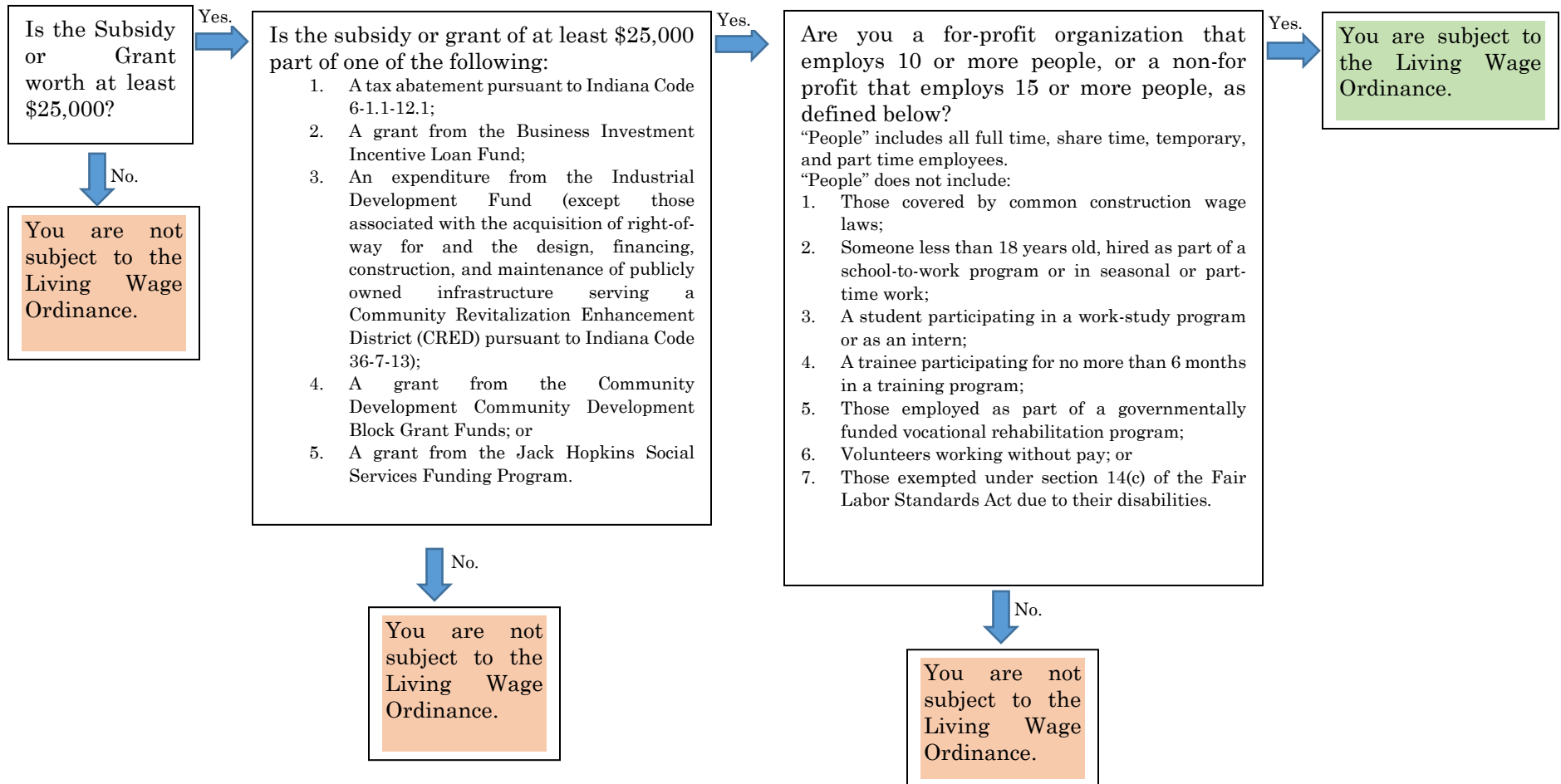
- 1) The CoB;
- 2) Companies that provide services to the CoB through contracts or subcontracts; or
- 3) Organizations that receive CoB subsidies or grants.

As an employer under categories 2 or 3, you may or may not be subject to the LWO. To find out, follow the applicable flow chart, below, or contact the City Legal Department.

Companies that Provide Services to the CoB through Contracts or Subcontracts (“Agreement”)



Companies or Organizations that Receive CoB Subsidies or Grants



CITY OF BLOOMINGTON

COMPREHENSIVE AUDIT OF DEVELOPMENT REVIEW AND PERMITTING SERVICES

SUBMITTED: AUGUST 15, 2025



AMERICAN
STRUCTUREPOINT
INC.



9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, IN 46240
TEL 317.547.5580

August 15, 2025

David Hittle, AICP Director
Department of Planning and Transportation
City of Bloomington
401 N Morton St, Bloomington, IN 47404

Dear David,

The City of Bloomington's initiative to audit its development review and permitting services demonstrates a thoughtful commitment to improving how government serves its community. In a city shaped by a vibrant university presence and a highly engaged public, we understand that your permitting systems must be both efficient and responsive to a wide range of voices and expectations.

At American Structurepoint, we believe the best solutions come from understanding the realities of public service. Our proposed project manager, David Baird, is a former Director of Community Development, who supervised a city's Planning, Building Inspections, and Code Enforcement departments. David knows firsthand the challenges of managing municipal operations. He brings a practical perspective that aligns with Bloomington's goals, which are streamlining processes, improving service delivery, and achieving compliance without sacrificing quality.

Our team includes other professionals who have worked directly in permitting and developing review roles. We have been the staff behind the counter, the reviewers navigating complex codes, and the planners balancing policy with public input. This experience allows us to approach your audit with empathy and insight, offering recommendations that are not only technically sound but also grounded in the day-to-day realities of city government.

In addition to our team's direct experience in municipal permitting, we offer a full-service, interdisciplinary staff ready to support every aspect of this audit. Our proposed project manager will have immediate access to in-house experts in utilities, traffic, roadway engineering, IT solutions, environmental permitting, stormwater management, and floodplain regulations, allowing us to quickly resolve technical questions and provide holistic recommendations.

We are excited about the opportunity to help Bloomington enhance its permitting systems, improve interdepartmental coordination, and deliver a final product that reflects your community's values. Our goal is to support your departments in building a process that works better for staff, applicants, and residents alike.

This is critical in a city like Bloomington, where development decisions often intersect with infrastructure, mobility, and public expectations. We understand your world, and are ready to help. Thank you for considering our proposal. We look forward to the opportunity to collaborate with you and contribute to Bloomington's continued success.

Sincerely,
American Structurepoint, Inc.

A handwritten signature in black ink, appearing to read "M. McBride".

Mike McBride, PE
Executive-In-Charge

A handwritten signature in black ink, appearing to read "David Baird".

David Baird, JD, AICP
Project Manager

A handwritten signature in black ink, appearing to read "Angie M. Frazier".

Angie Frazier
Client Liaison

OUR HISTORY + EXPERTISE SPECIFIC TO YOU

In 1966, Jim Wurster and Bill Gervasio founded American Consulting Engineers, Inc. (ACE), offering civil engineering, surveying, and transportation design to public and private clients. By 1975, the firm completed its 1,000th project, confirming its growing success. Growth continued, and by 2006, Engineering News-Record had named ACE a “Top 500 Design Firm” for the ninth time. After 40 years in the industry, ACE had built strong brand equity, but its name began limiting public perception of its services. In 2006, for its 40th anniversary, the company rebranded as American Structurepoint, Inc. The new name redefined the firm and recast its future. Since then, American Structurepoint has grown from 200 to about 750 employees and now operates 18 strategic office locations. With a creative team across 11 disciplines, the firm continues to open doors to new opportunities.

LOCAL GOVERNMENT EXPERIENCE

Our team for this project includes an attorney, planners, engineers, public administrators, economic development specialists, public infrastructure specialists, historic preservation specialists, environmental scientists, and funding mechanism specialists. We know that to create a streamlined process for all approval processes, a well-rounded team is necessary to ensure all portions of the process are adequately reviewed. We also have a project manager that has experience with approving each and every one of the approval processes and knows when to reach out to each specialist on our team to ensure that a high quality review is completed for each process.



DAVID BAIRD, JD, AICP

- Former Director of Community Development for the City of McMinnville, Tennessee.
- Supervised the City’s planning, code enforcement, and building inspection programs.



MIKE MCBRIDE, PE

- Former City of Carmel City Engineer.
- Obtained non-local funding for more than \$200 million in outside infrastructure funding to City projects.



MATTHEW O'ROURKE, AICP

- Former City Planner and Economic Development Division Manager.
- Land development and zoning ordinance applications, long term planning initiatives, and staff liaison to the Housing and Corridor Commission.



ANGIE FRAZIER

- Former Director at the City of Westfield
- Valuable insight into infrastructure challenges, and the unique needs



ZACH WOLF, PE

- Former Deputy Manager for City of Indianapolis DPW
- Trusted collaborator with contract management, staff management, capital improvement program development, public outreach, and reporting.

YOUR POINT OF CONTACT



DAVID P. BAIRD, JD, AICP
**PRIMARY CONTACT/
PROJECT MANAGER**

P 423.834.3914
E dbaird@structurepoint.com

David Baird, our project manager for the American Structurepoint team, is an accomplished planner and attorney specializing in local government land development ordinances with experience in 18 different states. David has also previously served as a Director of Community Development for a municipal government which allows him to see the larger picture of how a City's UDO connects to all of the different approval processes including those related to engineering.

**POLISHED, FOCUSED, +
READY TO REFLECT YOUR GOALS**

David has successfully overseen the review of numerous land development applications, providing a strong foundation for leading this complex initiative. His comprehensive understanding of regulatory landscapes and approval processes will be instrumental to providing the attention necessary by the right specialist on our team to all areas of the Development Review and Permitting Process Audit.

EDUCATION

Juris Doctorate, Law, 2014,
University of Memphis School of Law
Master of Arts, Geography, 2003,
Appalachian State University
Bachelor of Science, Geography, 2002,
University of North Alabama

LICENSE AND CERTIFICATIONS

American Institute of Certified Planners
Tennessee State Bar License

WHAT WILL IT BE LIKE WORKING WITH DAVID AND HIS TEAM?

Partnering with David Baird and the American Structurepoint team means working with professionals who understand the pressures and priorities of municipal government. David's background as both an attorney and a former Director of Community Development gives him a rare blend of legal insight and operational experience. He knows what it takes to improve permitting systems from the inside out.

Our team doesn't just audit processes. We help cities like Bloomington make meaningful, lasting improvements. We've worked with communities navigating growth, modernizing outdated systems, and balancing efficiency with public trust. In a city like Bloomington, where residents and stakeholders are engaged and vocal, we know that success means more than just streamlining workflows, it means building a process that earns confidence and reflects the city's identity.

THE TEAM FOR YOUR AUDIT

Our team brings a well-rounded blend of planning, permitting, and public sector experience, shaped by years of work across Indiana and beyond. We understand that improving development review is not just about identifying inefficiencies; it's about building systems that work for staff, applicants, and the broader community. With a shared commitment to enhancing the quality of life in Indiana cities, we are prepared to deliver a final product that is grounded in real-world operations, informed by stakeholder input, and tailored to Bloomington's unique context.



KEY PERSONNEL



MIKE MCBRIDE, PE EXECUTIVE-IN-CHARGE

Mike is experienced in all aspects of municipal engineering, with vast knowledge in transportation and public administration. Mike uses his unique experience to help our clients recognize opportunities, provide the necessary knowledge base to visualize an optimal outcome, and then overcome the complexities of a project. He has specialized experience in transportation, roundabout design, traffic, stormwater management, public policy, public presentation and outreach, sustainability, infrastructure funding, tax increment financing, right-of-way acquisition, utility coordination, capital improvement program management, and municipal budgets.

EDUCATION

Bachelor of Science, Construction Engineering & Management, 1997, Purdue University

LICENSE AND CERTIFICATIONS

Professional Engineer - Indiana



ZACH WOLF, PE PRINCIPAL

Zach has 23 years of experience throughout Indiana, Ohio, and Florida and serves in an executive leadership role as vice president for American Structurepoint focusing on sales and business development nationwide. Zach has excelled in every role he's held since joining our firm in 2002, which includes over 10 years of designing and managing hundreds of successful LPA and DOT transportation and utility infrastructure projects.

EDUCATION

Bachelor of Science, Civil Engineering, 2000, Purdue University

LICENSE AND CERTIFICATIONS

Professional Engineer - Indiana



MATTHEW O'ROURKE, AICP DIRECTOR OF PLANNING AND ECONOMIC DEVELOPMENT

Matthew has more than 20 years of extensive public- and private-sector strategic planning experience focusing on community planning, land and economic development, public engagement, market and data analysis, housing needs and affordability analysis, and zoning. He excels at tackling complex planning challenges, identifying viable alternatives, and delivering well-integrated effective solutions that link community input with data-driven ideas and results. Matthew understands how to use his combination of skills to guide developments and negotiations, visualize and research design options for your community, and market projects to successful conclusions.

EDUCATION

Master of Science, Human and Computer Interaction, 2014, DePaul University
Master of Urban Design, Urban and Regional Planning, 2004, Ball State University
Bachelor of Urban Planning and Development, 2003, University of Cincinnati

LICENSE AND CERTIFICATIONS

American Institute of Certified Planners



ANGIE FRAZIER CLIENT LIAISON

Angela brings a unique perspective to the issues facing Indiana's municipalities thanks to her public sector experience and 14 years in the structural engineering industry. She understands the challenges and opportunities awaiting today's leaders and is eager to help all communities navigate those challenges to improve infrastructure, spur economic development, and make life better.

EDUCATION

Master, Public Management, 2015, Indiana University Kokomo
Bachelor of Science, Criminal Justice, 2013, Indiana University Kokomo

PROJECT TEAM AND STRUCTURE



PATRICK O'CONNOR, PE, PTOE TRAFFIC ENGINEER

Patrick has specialized experience in traffic operations and transportation engineering in a variety of projects, including signal retiming, signal design, transportation modeling, and design of intelligent transportation systems (ITS). Patrick has a diverse background in providing a multitude of services to a full range of clients throughout the United States. Patrick is skilled in using Synchro, SimTraffic, HCS and Tru-Traffic software, as well as AutoCAD, MicroStation, AutoTurn, and SignCAD.

EDUCATION

Bachelor of Science, Civil Engineering, 2002,
Purdue University

LICENSE AND CERTIFICATIONS

Professional Traffic Operations Engineer
Professional Engineer – Indiana



GANNON GRIMMER, PE TRAFFIC ENGINEER

Gannon's traffic operations/analysis experience includes traffic impact studies, intersection/corridor capacity analysis, traffic simulation modeling, and traffic signal timing plans. He is proficient at the use of VISSIM to simulate traffic signals, roundabouts, freeways, transit operations, and signal preemption. He also analyzes traffic models in Synchro/Sim Traffic, including signal timing development for coordinated signal systems. Gannon's traffic design experience includes traffic signal design, lighting analysis and design, and signing design. His traffic design expertise ranges from small-scale projects consisting of a single intersection to large-scale projects consisting of more than 10+ miles in design length.

EDUCATION

Bachelor of Science, Civil Engineering, 2013,
Purdue University

LICENSE AND CERTIFICATIONS

Professional Engineer - Indiana



NOLAN SCHACHERER, PE BUILDING/FIRE CODE INVESTIGATOR

Nolan has expertise in steel building systems, renovations, and structural forensics. He is skilled in applying international and local building and fire codes to ensure safe, compliant designs across all risk categories. His work includes fire-resistance integration, coordination with code officials, and site evaluations to identify deficiencies. Nolan uses advanced modeling tools to validate structural performance under seismic, wind, and fire loads, contributing to successful projects in multiple states.

EDUCATION

Master of Science, Civil Engineering, 2021,
University of Dayton
Bachelor of Science, Civil Engineering, 2019,
University of Dayton

LICENSE AND CERTIFICATIONS

Professional Engineer - Ohio



JAMIE STETZEL, PE ROAD ENGINEER

Jamie has 23+ years of experience in roadway/highway design for projects from multi-lane urban added travel lanes to rural pavement rehabilitation. He specializes in roadway design, maintenance of traffic, ADA compliance and ramp design, erosion control, and storm drainage. Some of his 3R/4R freeway and non-freeway projects have included new divided highway alignments, new interchange or interstate interchange modifications, added travel lanes, geometric corrections, spot intersection improvements, over 1,000 ADA curb ramp designs, multiple multi-use paths as part of roadway improvement projects, more than 85 miles of roadway resurfacing and 10+ miles of full roadway reconstruction, storm sewer design, small structure replacements, and hydrologic and hydraulic modeling.

EDUCATION

Bachelor of Science, Civil Engineering, 2002,
Bradley University

LICENSE AND CERTIFICATIONS

Professional Engineer - Indiana

PROJECT TEAM AND STRUCTURE



KAREN SAAVEDRA, PE, ASSOC. DBIA WATER/WASTEWATER

Karen is regularly involved in the design and evaluation of wastewater underground infrastructure and treatment facilities. Karen serves as the district engineer for the Hendricks County Regional Sewer District. Other assignments include preparation of planning/feasibility reports, wastewater process computer modeling and design, permit packages, collection system design, evaluation, and rehabilitation, technical specifications, and layout of maps and plan sheets.

EDUCATION

Master of Science, Environmental Engineering, 2011,
University of Notre Dame
Bachelor of Science, Environmental Engineering,
2009, University of Miami

LICENSE AND CERTIFICATIONS

Professional Engineer – Indiana
CSI Construction Documents Technologist
CSI Construction Documents Technologist
DBIA Design-Build Professional



RACHEL SPARKS, PE, CFM STORMWATER/ FLOODPLAIN

Rachel's stormwater modeling experience encompasses a wide range of projects for municipal, utility, transportation, and civil/site applications. Her background includes hydraulic design of bridges, culverts, storm sewers, and detention; hydrologic & hydraulic modeling; and floodplain and floodway analyses. Rachel is also experienced in design of municipal drinking water wells, water main replacements, and sanitary collection systems.

EDUCATION

Bachelor of Science, Agricultural Engineering, 2014,
Purdue University
Master of Science, Ecological Sciences and
Engineering, 2016, Purdue University

LICENSE AND CERTIFICATIONS

Certified Floodplain Manager
Professional Engineer - Indiana



SARAH EVERHART, CHMM ENVIRONMENTAL PERMITTING REVIEW

Sarah has experience preparing environmental assessment documents, wetland determinations and delineations, wetland permitting, Phase I and Phase II environmental site assessments, and NEPA documentation. Sarah has specialized experience with the LPA process for environmental documentation and is also versed in the processes and issues related to Section 4(f) and Section 106. Sarah has led various public involvement campaigns, as well as built relationship with local, state, and federal agencies.

EDUCATION

Bachelor of Science, Natural Resources and
Environmental Science, 2016, Purdue University

LICENSE AND CERTIFICATIONS

Asbestos Inspector - Indiana
INDOT Categorical Exclusion - Indiana
Certified Hazardous Materials Manager (CHMM)
INDOT NEPA – Indiana



TONY VALASEK IT SOLUTIONS

Tony is directly responsible for applying IT technologies to meet qualified business objectives for both American Structurepoint and its clients. In addition, he is also responsible for designing and maintaining the computing, telecommunications, and network infrastructure that is utilized by American Structurepoint to meet its corporate objectives. Tony's other duties include providing fast and reliable access to information sources, researching new technologies for possible deployment, aiding with prioritizing and managing IT objectives for American Structurepoint and its clients, along with monitoring and maintaining a highly dependable, productive, and secure information system that is used for financial, administrative, sales, marketing, and engineering design CAD functions.

EDUCATION

Bachelor of Science, Electrical Engineering,
Purdue University

REFERENCES

PROOF IS IN THE PUDDING!

Our team has partnered with communities across Indiana and the Midwest to improve permitting systems, streamline development review processes, and enhance interdepartmental coordination. These engagements have involved audits, process redesigns, and implementation support—each tailored to the unique needs of the municipality.

“David’s knowledge and professionalism during our project was excellent. Not only did David really know his stuff, but he was also able to think on my level because he has been in my role and knows what it is like to be in my shoes.”

- SARAH HAMER, PLANNING DIRECTOR

CITY OF GREENSBURG

SARAH HAMER
PLANNING DIRECTOR

City of Greensburg

314 W. Washington Street, Greensburg, Indiana 47240

P 812.663.3344

E shamer@greensburg.in.gov

JOHNSON COUNTY

MICHELE HANSARD, AICP
DIRECTOR

**Johnson County Department of Planning and
Johnson County Commissioners**

86 W Court Street, Franklin, Indiana 46131

P 317.736.3700

E mhansard@co.johnson.in.us

CITY OF MUNCIE

ADAM LEACH
CITY ENGINEER AND STREET
SUPERINTENDENT

City of Muncie Public Works Department

300 N High Street, Muncie, Indiana 47305

P 765.747.4853 x230

E aleach@cityofmuncie.com

CITY OF TROY

AUSTIN EIDEMILLER
PLANNING AND ZONING MANAGER

City of Troy

100 Market Street, Troy, Ohio 45373

P 937.339.9481

E austi.eidmiller@troyohio.gov



CITY OF CHILLICOTHE

CLINT BOGGS
CHIEF OF STAFF

City of Chillicothe

35 South Paint Street, Chillicothe, Ohio 45601

P 770.774.1185

E clint.boggs@chillicotheoh.gov

CITY OF GREENDALE

ANGIE WALTERS
FORMER EXECUTIVE DIRECTOR

City of Greendale

488 Ludlow Street, Greendale, Indiana 47025

P 812.290.6181

PROPOSED SCOPE OF SERVICES



PHASE 1: EDUCATE (MONTHS 1 + 2)

This phase is dedicated to learning about Bloomington and how the development review and permitting services function within the city. We will conduct research and engagement activities to discover the key issues and challenges that need to be addressed throughout the project. This phase will be used to get to know city staff and key stakeholders to understand the issues and concerns that exist for each group. Specific activities in this phase include:

VIRTUAL INTERNAL KICKOFF MEETING This meeting will provide an opportunity to clarify expectations and answer questions about tasks, schedules, data, and deliverables for the update. As part of this meeting, we discuss potential stakeholder interview groups. We propose having similar meetings to the virtual internal kickoff meeting on a bi-weekly basis that will serve as check-ins where we will discuss key items and topics.

STAKEHOLDER INTERVIEWS Meet with stakeholder groups that may have key insights into how the city's development review and permitting services typically operates. Typical stakeholder groups include, but are not limited to:

- City Staff (from all city departments involved in permitting)
- Contractors
- Design Professionals (Engineers, Architects, Planners, etc.)
- Developers
- Laypersons (applicants)

TRIP #1

- City Staff Meetings
- Stakeholder Interviews
- Plan Commission Presentation – (scope of work; first trip observations; and Commission member input)

KEY DELIVERABLE

- Summary of Stakeholder Input





PHASE 2: EXPLORE (MONTHS 3 + 4)

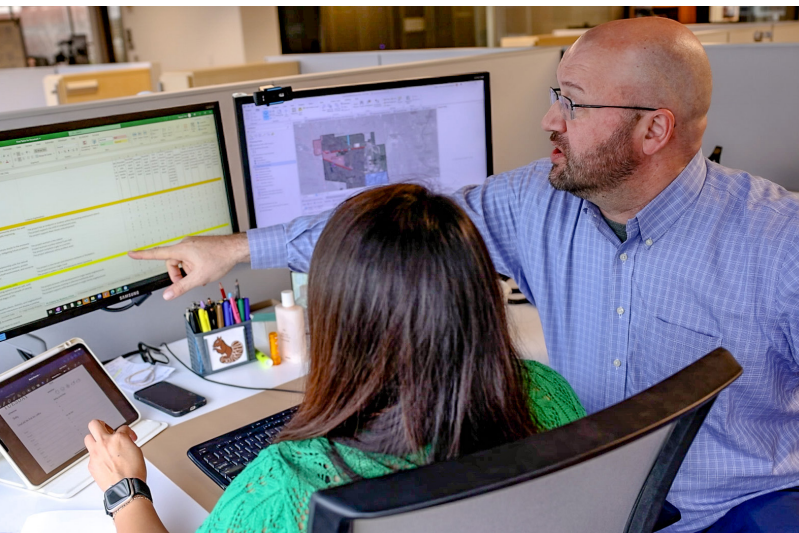
After receiving initial feedback through our first site visit which will include key meetings with both internal and external stakeholders, our team will dig deep into the city's development review and permitting process processes.

CODE AUDIT Our team will review the administrative procedures and application material requirements for all relevant documents. This will include, but is not limited to, all ordinances, codes, policies, and manuals that the City currently uses. As part of this review, our team will:

- Assess compliance with all applicable federal, state, and local laws, ordinances, codes, and regulations related to development review and permitting, including newly-adopted state legislation slated to go into effect January 2026.
- Review the current local regulations to determine if the existing regulations are as streamlined as possible. To do this we will assess whether the existing regulations creates a process that is either legally or functionally longer than necessary.
- Review the city's existing manuals and application materials to ensure that they are appropriately cross-referenced to the city's existing codes and ordinances.

EFFICIENCY AND EFFECTIVENESS ANALYSIS After learning about the existing regulatory framework, our team will shift to an analysis of how effectively the City of Bloomington is using its resources to administer its regulations and processes. This will include, but is not limited to, a review of existing customer service and staff training protocols.

- Document "as-is" development review and permitting processes, from application submission, to permit issuance, to final site inspection.
- Analyze the efficiency of the development review process, including cycle times, bottlenecks, redundancies, communication lapses, and other challenges.
- Evaluate the effectiveness of communication channels between city departments, other checkpoint departments and agencies, and applicants.
- Review mechanisms for applicant feedback and satisfaction.
- Assess the adequacy of current staffing levels and staff expertise in relation to permit review demands.



TECHNOLOGY UTILIZATION Our project manager will work with our in-house Information Technology (IT) team to review the current use of technology in the review process (e.g., permitting software, online portals, document management).

- Provided that we are able to obtain access through Tyler Technologies Enterprise Permitting and Licensing Team, we will review your newly re-built platform and make comments which can be routed to Tyler Technologies to enhance their final product for your needs.
- Review of other uses of technology in addition to Tyler Technologies that your department is currently using.

KEY DELIVERABLE

- Existing Conditions Report (including a Code Audit Report; Efficiency and Effectiveness Report; and a Technology Utilization Report)

TRIP #2

- City Staff Meetings
- Plan Commission Presentation (to include but is not limited to key points for the Summary of Stakeholder Input; Code Audit; Efficiency and Effectiveness Analysis; and Technology Utilization)
- Additional Site Visit(s) – If an additional site visit or site visits is necessary to effectively witness and review the city's processes relative to the Efficiency and Effective Analysis, we are willing to undertake this provided that the additional dates are at a mutually agreed upon time.



PHASE 3: EMPOWER (MONTHS 5 – 9)

This phase is dedicated to creating solutions based upon the results of our analysis and review from both phases 1 and 2. Prior to creating a Recommendations Report, our team will identify applicable industry best practices in development and permit review processes from comparable jurisdictions.

BEST PRACTICES REVIEW Our team will research potential solutions for the challenges that are identified from phases 1 and 2. This research will include, but is not limited to, reviewing comparable jurisdictions and our team's past professional experiences.

PRELIMINARY RECOMMENDATIONS REPORT

Our team will create a preliminary draft of a Recommendations Report.

- The report will create clear, actionable, and prioritized recommendations for improving the development review process, addressing identified deficiencies, and enhancing overall efficiency and customer satisfaction.
- The report will include implementation timelines and, where applicable, potential cost savings/benefits.



REVIEW OF PRELIMINARY RECOMMENDATIONS REPORT After sending a draft of the Preliminary Recommendations Report, we will allow for time for city staff, the Plan Commission, and any other relevant board or commission, to review the draft report and make comments which will be incorporated into the Final Recommendations Report. After we receive these comments, there may be a need for our team to have a follow-up conversation or conversations about said comments to ensure that we are adequately addressing your needs.

FINAL RECOMMENDATIONS REPORT Our team will create a Final Recommendations Report.

- The report will incorporate the comments made by city staff, the Plan Commission, and any other relevant board or commission.
- The final report will include an executive summary, detailed sections for each area of the scope of work, and, where applicable, appendices with supporting data.

TRIP #3

- City Staff Meetings
- Plan Commission Presentation (Summary of Final Recommendations Report)

KEY DELIVERABLES

- Preliminary Recommendations Report
- Final Recommendations Report

ONGOING IMPLEMENTATION SUPPORT For two months after our team's delivery of the Final Recommendations Report, we will be available for follow-up consultation to assist with the implementation of the recommendations. After the initial two months are complete, without any additional charge, our team can continue to be involved on an hourly rate basis.



PROJECT TIMELINE + COST BREAKDOWN

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	COST
PHASE 1: EDUCATE										\$9,000
Virtual Internal Kickoff Meeting										\$500
Stakeholder Interviews										\$3,000
Trip #1 - Meetings and Presentation										\$4,000
Summary of Stakeholder Input										\$1,500
PHASE 2: EXPLORE										\$52,000
Code Audit										\$15,000
Efficiency and Effectiveness Analysis										\$20,000
Technology Utilization										\$9,000
Existing Conditions Report										\$6,000
Trip #2 - Meetings and Presentation										\$2,000
PHASE 3: EMPOWER										\$29,000
Best Practices Review										\$5,000
Preliminary Recommendations Report										\$8,000
Review of Preliminary Recommendations Report										\$2,000
Final Recommendations Report										\$8,000
Trip #3 - Meetings and Presentation										\$2,000
Implementation Support										\$4,000
TOTAL										\$90,000

■ Indicates In-Person Meeting

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TRANSPORTATION
UTILITY INFRASTRUCTURE



AMERICAN
STRUCTUREPOINT
INC.

www.structurepoint.com





Board of Public Works Claim Register

Invoice Date Range 09/13/25 - 09/26/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 43430 - Animal Adoption Fees										
Laney Acton	ACTON-090425	01-refund adoption fee-canine-9/4/2025	Paid by Check # 80616		09/16/2025	09/16/2025	09/26/2025		09/26/2025	100.00
Account 43430 - Animal Adoption Fees Totals Invoice Transactions 1										\$100.00
Account 52110 - Office Supplies										
5103 - Staples Contract & Commercial, INC	6041036742	01-laminated pouches, sticky notes & dry erase markers	Paid by EFT # 68283		09/16/2025	09/16/2025	09/26/2025		09/26/2025	46.11
5103 - Staples Contract & Commercial, INC	6040072103	01-Business card holder	Paid by EFT # 68283		09/16/2025	09/16/2025	09/26/2025		09/26/2025	11.37
5103 - Staples Contract & Commercial, INC	6040156314	01-Large Envelopes for Adoption Program	Paid by EFT # 68283		09/16/2025	09/16/2025	09/26/2025		09/26/2025	278.59
Account 52110 - Office Supplies Totals Invoice Transactions 3										\$336.07
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM239978	01-Trash liners 09/04/25	Paid by EFT # 68151		09/16/2025	09/16/2025	09/26/2025		09/26/2025	76.00
313 - Fastenal Company	INBLM239977	01-sheet towel rolls 09/04/25	Paid by EFT # 68151		09/16/2025	09/16/2025	09/26/2025		09/26/2025	90.96
313 - Fastenal Company	INBLM240015	01-(200) Ear plugs 09/08/25	Paid by EFT # 68151		09/16/2025	09/16/2025	09/26/2025		09/26/2025	22.00
4586 - Hill's Pet Nutrition Sales, INC	254482366	01-Dog, Puppy & Cat Food	Paid by EFT # 68175		09/16/2025	09/16/2025	09/26/2025		09/26/2025	271.47
4586 - Hill's Pet Nutrition Sales, INC	254482361	01-Prescription Veterinary Food	Paid by EFT # 68175		09/16/2025	09/16/2025	09/26/2025		09/26/2025	202.25
3929 - IDEXX Laboratories, INC	0825165023	01-Bloodwork-Gunter	Paid by EFT # 68183		09/16/2025	09/16/2025	09/26/2025		09/26/2025	192.66
3929 - IDEXX Laboratories, INC	3182819967	01-heartworm test, parvo test, giardia test, F/F test	Paid by EFT # 68183		09/16/2025	09/16/2025	09/26/2025		09/26/2025	2,783.09
4574 - John Deere Financial f.s.b. (Rural King)	219207	01-litter-50 40lb bags pellet bedding	Paid by Check # 80600		09/16/2025	09/16/2025	09/26/2025		09/26/2025	264.50
4549 - Kroger Limited Partnership I	032265	01-Cat milk and rabbit food	Paid by Check # 80601		09/16/2025	09/16/2025	09/26/2025		09/26/2025	25.63
4633 - Midwest Veterinary Supply, INC	26260515-100	01-Ketamine	Paid by EFT # 68235		09/16/2025	09/16/2025	09/26/2025		09/26/2025	91.32
4633 - Midwest Veterinary Supply, INC	26230657-050	01-vinyl exam gloves (L & XL)	Paid by EFT # 68235		09/16/2025	09/16/2025	09/26/2025		09/26/2025	90.48
4633 - Midwest Veterinary Supply, INC	26230657-000	01-Antibiotics & vinyl exam gloves (L) 09/02/25	Paid by EFT # 68235		09/16/2025	09/16/2025	09/26/2025		09/26/2025	233.74
4633 - Midwest Veterinary Supply, INC	26260515-000	01-Tongue depressors & Syringes 09/03/25	Paid by EFT # 68235		09/16/2025	09/16/2025	09/26/2025		09/26/2025	111.66



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Fund 1101 - General										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 52210 - Institutional Supplies										
4633 - Midwest Veterinary Supply, INC	26260515-050	01-vinyl exam gloves (XL)	Paid by EFT # 68235		09/16/2025	09/16/2025	09/26/2025		09/26/2025	41.07
4633 - Midwest Veterinary Supply, INC	26195274-050	01-Syringes 08/26/25	Paid by EFT # 68235		09/16/2025	09/16/2025	09/26/2025		09/26/2025	121.84
4633 - Midwest Veterinary Supply, INC	26130634-200	01-vinyl exam gloves (XL)	Paid by EFT # 68235		09/16/2025	09/16/2025	09/26/2025		09/26/2025	27.55
175 - Monroe County Humane Association, INC	54383	01-Cerenia injections 08/12/25	Paid by EFT # 68239		09/16/2025	09/16/2025	09/26/2025		09/26/2025	32.14
175 - Monroe County Humane Association, INC	54750	01-Metronidazole Benz 09/02/25	Paid by EFT # 68239		09/16/2025	09/16/2025	09/26/2025		09/26/2025	221.96
Account 52210 - Institutional Supplies Totals									Invoice Transactions 18	\$4,900.32
Account 52420 - Other Supplies										
5103 - Staples Contract & Commercial, INC	6040312027	01-Toner for Intake Printer	Paid by EFT # 68283		09/16/2025	09/16/2025	09/26/2025		09/26/2025	269.53
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$269.53
Account 53130 - Medical										
3376 - Bloomington Pets Alive, INC	2326364	01-spay/neuter surgeries 08/14-08/27/25	Paid by EFT # 68095		09/16/2025	09/16/2025	09/26/2025		09/26/2025	11,149.63
Account 53130 - Medical Totals									Invoice Transactions 1	\$11,149.63
Account 53310 - Printing										
3892 - Midwest Color Printing, INC	INV-23783	01-Table signs & postcards for fundraising campaign	Paid by EFT # 68234		09/16/2025	09/16/2025	09/26/2025		09/26/2025	110.02
Account 53310 - Printing Totals									Invoice Transactions 1	\$110.02
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	15379-001 0825	01-ACC-water/sewer bill-August 2025	Paid by Check # 80585		09/17/2025	09/17/2025	09/17/2025		09/17/2025	924.24
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$924.24
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	13241218-0090925	01-ACC-gas bill 08/05/25-09/03/25	Paid by Check # 80588		09/17/2025	09/17/2025	09/17/2025		09/17/2025	495.03
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$495.03
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	ZW30207	01-HVAC Unit # repair 07/16/25	Paid by EFT # 68171		09/16/2025	09/16/2025	09/26/2025		09/26/2025	504.50
392 - Koorsen Fire & Security, INC	IN01032213	01-Annual fire alarm monitoring 09/15/25-09/14/26	Paid by EFT # 68216		09/16/2025	09/16/2025	09/26/2025		09/26/2025	600.00
Account 53610 - Building Repairs Totals									Invoice Transactions 2	\$1,104.50



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Fund 1101 - General										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53990 - Other Services and Charges										
4045 - Datamars, INC	948047	01-Microchip Registrations (3)	Paid by EFT # 68131		09/16/2025	09/16/2025	09/26/2025		09/26/2025	29.97
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$29.97
Program 010000 - Main Totals							Invoice Transactions	30		\$19,419.31
Program 010001 - Donations Over \$5K										
Account 52210 - Institutional Supplies										
4137 - Patterson Veterinary Supply, INC	3038626889	01-antibody test kits	Paid by EFT # 68253		09/16/2025	09/16/2025	09/26/2025		09/26/2025	352.99
Account 52210 - Institutional Supplies Totals							Invoice Transactions	1		\$352.99
Account 53130 - Medical										
6529 - BloomingPaws, LLC	744274	01-Heartworm Treatment-Cinder	Paid by EFT # 68091		09/16/2025	09/16/2025	09/26/2025		09/26/2025	245.11
6529 - BloomingPaws, LLC	744091	01-Heartworm Treatment-Lola	Paid by EFT # 68091		09/16/2025	09/16/2025	09/26/2025		09/26/2025	174.61
Account 53130 - Medical Totals							Invoice Transactions	2		\$419.72
Program 010001 - Donations Over \$5K Totals							Invoice Transactions	3		\$772.71
Department 01 - Animal Shelter Totals							Invoice Transactions	33		\$20,192.02
Department 02 - Public Works										
Program 020000 - Main										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1LTN-7KLW-GDHK	02-Graffiti Removal & Traffic Control	Paid by EFT # 68073		09/16/2025	09/16/2025	09/26/2025		09/26/2025	115.96
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19CP-VDQR-6QDW	02- Snow Removal-2 snow shovel pushers w/wheels	Paid by EFT # 68073		09/16/2025	09/16/2025	09/26/2025		09/26/2025	215.58
8658 - Kleindorfer's Hardware LLC	07002	02-Brighten Btown Downtown-4 pick sticks	Paid by EFT # 68214		09/16/2025	09/16/2025	09/26/2025		09/26/2025	75.96
Account 52420 - Other Supplies Totals							Invoice Transactions	3		\$407.50
Account 53990 - Other Services and Charges										
8253 - Fire Dawgs, INC	10627	02-Encampment Clean-Up at 1500 W 3rd St- 8/26 & 8/27/25	Paid by EFT # 68153		09/16/2025	09/16/2025	09/26/2025		09/26/2025	13,926.26
5444 - Tyler Technologies, INC	045-527413	02-Custom Utility Billing Report-Yard Waste app	Paid by EFT # 68306		09/16/2025	09/16/2025	09/26/2025		09/26/2025	3,600.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	2		\$17,526.26
Program 020000 - Main Totals							Invoice Transactions	5		\$17,933.76
Department 02 - Public Works Totals							Invoice Transactions	5		\$17,933.76



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Fund 1101 - General										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1V3L-4G1J- CPLC	04-Graffiti Paint Remover Towels	Paid by EFT # 68073		09/16/2025	09/16/2025	09/26/2025		09/26/2025	31.42
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$31.42
Account 53910 - Dues and Subscriptions										
9673 - Enpira INC	1177	04-Municipal Energy Monitoring Services license-2025	Paid by EFT # 68146		09/16/2025	09/16/2025	09/26/2025		09/26/2025	15,000.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$15,000.00
Account 53960 - Grants										
1138 - BCT Management, INC	BACGRANT- 08.2025	04-2025 BAC Arts Project Grant 08/20/25	Paid by EFT # 68086		09/16/2025	09/16/2025	09/26/2025		09/26/2025	3,000.00
9427 - Jessica Ann MacLean	BACGRANT- 09.2025	04-2025 BAC Arts Project Grant	Paid by EFT # 68224		09/16/2025	09/16/2025	09/26/2025		09/26/2025	3,000.00
9858 - Shannon R Moses	BACGRANT- 08.2025	04-2025 BAC Arts Project Grant	Paid by EFT # 68241		09/16/2025	09/16/2025	09/26/2025		09/26/2025	2,000.00
Account 53960 - Grants Totals									Invoice Transactions 3	\$8,000.00
Account 53990 - Other Services and Charges										
7532 - Christina Elem	031	04-Consulting Services for public art 7/08, 7/21 & 7/22/25	Paid by EFT # 68141		09/16/2025	09/16/2025	09/26/2025		09/26/2025	19.45
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$19.45
Program 040000 - Main Totals									Invoice Transactions 6	\$23,050.87
Program 04CRED - ESD CRED										
Account 53960 - Grants										
9987 - Pious Amissah	BACGRANT- 08.2025	04-2025 BAC Arts Project Grant 08/22/25	Paid by EFT # 68076		09/16/2025	09/16/2025	09/26/2025		09/26/2025	2,000.00
585 - Bloomington Public Transportation Corporation	10913	04-Guaranteed Ride Home Go Bloomington thru Aug 2025	Paid by EFT # 68096		09/16/2025	09/16/2025	09/26/2025		09/26/2025	1,655.06
7532 - Christina Elem	031	04-Consulting Services for public art 7/08, 7/21 & 7/22/25	Paid by EFT # 68141		09/16/2025	09/16/2025	09/26/2025		09/26/2025	140.55
7532 - Christina Elem	032	04-Consulting Services for public art 8/5/5, 8/19/25, 8/26/25	Paid by EFT # 68141		09/16/2025	09/16/2025	09/26/2025		09/26/2025	120.00
5954 - The Greater Bloomington Chamber Of Commerce, INC	GRANT-08.2025	04-ZingTrain Customer Service Workshops	Paid by EFT # 68292		09/16/2025	09/16/2025	09/26/2025		09/26/2025	40,000.00
Account 53960 - Grants Totals									Invoice Transactions 5	\$43,915.61
Program 04CRED - ESD CRED Totals									Invoice Transactions 5	\$43,915.61
Department 04 - Economic & Sustainable Dev Totals									Invoice Transactions 11	\$66,966.48



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Fund 1101 - General										
Department 05 - Common Council										
Program 050000 - Main										
Account 52110 - Office Supplies										
3404 - J.R. Watkins & Family, INC (Signs Now-Abracadabra)	17042	05 - Nameplate remove and replace white cut vinyl name	Paid by EFT # 68201		09/16/2025	09/16/2025	09/26/2025		09/26/2025	26.00
Account 52110 - Office Supplies Totals							Invoice Transactions 1		\$26.00	
Program 050000 - Main Totals							Invoice Transactions 1		\$26.00	
Department 05 - Common Council Totals							Invoice Transactions 1		\$26.00	
Department 06 - Controller's Office										
Program 060000 - Main										
Account 52420 - Other Supplies										
53442 - Paragon Micro, INC	S5227436	06-Fujitsu fi-8040 - Document scanner for R Langley	Paid by EFT # 68250		09/16/2025	09/16/2025	09/26/2025		09/26/2025	499.99
371 - Pitney Bowes, INC	1028094981	06-3 Red Ink cartridges for Postage Machine	Paid by Check # 80604		09/16/2025	09/16/2025	09/26/2025		09/26/2025	388.65
8002 - Safeguard Business Systems, INC	9008450390	06-Envelopes -No window-PO Box 100 Controllers office qty 500	Paid by EFT # 68271		09/16/2025	09/16/2025	09/26/2025		09/26/2025	86.05
Account 52420 - Other Supplies Totals							Invoice Transactions 3		\$974.69	
Account 53170 - Mgt. Fee, Consultants, and Workshops										
50587 - Barnes & Thornburg LLP	3461149	06-Legal services-Sudbury/Summit Housing Dev 07/29-07/30/25	Paid by EFT # 68084		09/16/2025	09/16/2025	09/26/2025		09/26/2025	1,625.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals							Invoice Transactions 1		\$1,625.00	
Program 060000 - Main Totals							Invoice Transactions 4		\$2,599.69	
Department 06 - Controller's Office Totals							Invoice Transactions 4		\$2,599.69	
Department 07 - Engineering										
Program 070000 - Main										
Account 53990 - Other Services and Charges										
51463 - DLT Solutions, LLC	SI704353	07-Autodesk Tech Support for 3 licenses-7/16/25-7/15/26	Paid by EFT # 68136		09/16/2025	09/16/2025	09/26/2025		09/26/2025	237.00
53442 - Paragon Micro, INC	S5222608ENG	07-Bluebeam software licenses renewal (8)-8/29/25-8/28/26	Paid by EFT # 68250		09/16/2025	09/16/2025	09/26/2025		09/26/2025	2,639.92
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2		\$2,876.92	



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Fund 1101 - General										
Department 07 - Engineering										
Program 070000 - Main										
Account 54310 - Improvements Other Than Building										
9992 - Ruth A Gassman	ROW-PARCEL 19	07-High St Modernization/Multiuse Path-DES 2200020-Parcel 19	Paid by Check # 80597		09/16/2025	09/16/2025	09/26/2025		09/26/2025	22,240.50
9975 - Caroline Verdier	ROW-PARCEL 23	07-High St Modernization/Multiuse Path-DES 2200020-Parcel 23	Paid by Check # 80613		09/16/2025	09/16/2025	09/26/2025		09/26/2025	25,425.00
9997 - Joel A Ybe	ROW-PARCEL 19	07-High St Modernization/Multiuse Path-DES 2200020-Parcel 19	Paid by Check # 80615		09/16/2025	09/16/2025	09/26/2025		09/26/2025	22,240.50
Account 54310 - Improvements Other Than Building Totals							Invoice Transactions	3		\$69,906.00
Program 070000 - Main Totals							Invoice Transactions	5		\$72,782.92
Department 07 - Engineering Totals							Invoice Transactions	5		\$72,782.92
Department 09 - CFRD										
Program 090000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1TJM-JX1W-4T6T	09-Office Supplies-Sheet and Photo Protectors, Binders, Clips	Paid by EFT # 68073		09/16/2025	09/16/2025	09/26/2025		09/26/2025	85.13
Account 52110 - Office Supplies Totals							Invoice Transactions	1		\$85.13
Account 53960 - Grants										
205 - City Of Bloomington	10036	09-CFRD Sponsorship of CCA Gather 'round the Table 2025	Paid by Check # 80591		09/16/2025	09/16/2025	09/26/2025		09/26/2025	500.00
Account 53960 - Grants Totals							Invoice Transactions	1		\$500.00
Program 090000 - Main Totals							Invoice Transactions	2		\$585.13
Department 09 - CFRD Totals							Invoice Transactions	2		\$585.13
Department 10 - Legal										
Program 100000 - Main										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1NYT-QCRH-4W4R	10-Monitor for legal department	Paid by EFT # 68073		09/16/2025	09/16/2025	09/26/2025		09/26/2025	109.00
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$109.00
Account 53120 - Special Legal Services										
19660 - Bose McKinney & Evans, LLP	919618	10-Legal Services-Annexation 08/01/25-08/28/25	Paid by EFT # 68100		09/16/2025	09/16/2025	09/26/2025		09/26/2025	47,963.69



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Fund 1101 - General										
Department 10 - Legal										
Program 100000 - Main										
Account 53120 - Special Legal Services										
205 - City Of Bloomington	000451231	10-PC Reimb-Mo Co Rec- Recording fees waiver 09/05/25	Paid by Check # 80590		09/16/2025	09/16/2025	09/26/2025		09/26/2025	25.00
205 - City Of Bloomington	000450981	10-PC Reimb-Mo Co Rec-Recording Easmt Agr; Serv Agrmt 08/29/25	Paid by Check # 80590		09/16/2025	09/16/2025	09/26/2025		09/26/2025	50.00
205 - City Of Bloomington	000451470	10-PC Reimb-Mo Co Rec-Recording Smithville Easement	Paid by Check # 80590		09/16/2025	09/16/2025	09/26/2025		09/26/2025	25.00
6223 - Faegre Drinker Biddle & Reath LLP	6118616	10-Legal Serv-Convention Center-1024 Filing Fee-06/09/25	Paid by EFT # 68150		09/16/2025	09/16/2025	09/26/2025		09/26/2025	600.00
Account 53120 - Special Legal Services Totals							Invoice Transactions	5		\$48,663.69
Program 100000 - Main Totals							Invoice Transactions	6		\$48,772.69
Department 10 - Legal Totals							Invoice Transactions	6		\$48,772.69
Department 11 - Mayor's Office										
Program 110000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1DH1-HJ44-4WKC	11-Batteries,StylusPen, PaperTowel,Camera Cleaning Kit_Office	Paid by EFT # 68073		09/16/2025	09/16/2025	09/26/2025		09/26/2025	73.08
Account 52110 - Office Supplies Totals							Invoice Transactions	1		\$73.08
Account 52420 - Other Supplies										
651 - Engraving & Stamp Center, INC	50612	11-Name Plate for Paige Thomas	Paid by EFT # 68145		09/16/2025	09/16/2025	09/26/2025		09/26/2025	15.70
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$15.70
Account 53170 - Mgt. Fee, Consultants, and Workshops										
9730 - The MODassic Group LLC (CivicBrand)	4429	11-Professional Services Agmt-Branding Initiative 70-75% 9/2/25	Paid by EFT # 68293		09/16/2025	09/16/2025	09/26/2025		09/26/2025	4,750.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals							Invoice Transactions	1		\$4,750.00
Account 53230 - Travel										
9147 - Carolyn Thomson	MIPSMTG-07.2025A	11-travel reimb-Ubers-Mayor's Mtg-NM-7/30-8/3	Paid by EFT # 68297		09/16/2025	09/16/2025	09/26/2025		09/26/2025	27.94
Account 53230 - Travel Totals							Invoice Transactions	1		\$27.94
Program 110000 - Main Totals							Invoice Transactions	4		\$4,866.72
Department 11 - Mayor's Office Totals							Invoice Transactions	4		\$4,866.72



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Fund 1101 - General										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53160 - Instruction										
9377 - Chandra N Mevis	10332	12-C Mevis PSHRA Analytics Course Training	Paid by EFT # 68232		09/16/2025	09/16/2025	09/26/2025		09/26/2025	399.00
Account 53160 - Instruction Totals										Invoice Transactions 1
										<u>\$399.00</u>
Account 53230 - Travel										
7988 - Sheri Allen	SHRM-8.2025	12-per diem/mileage-SHRM HR IN Conference-Indy-8/17-8/20	Paid by EFT # 68072		09/16/2025	09/16/2025	09/26/2025		09/26/2025	191.00
9855 - Hilary Kanyi	SHRM-8.2025	12-per diem/mileage-SHRM HR IN 2025 Conf-Indy-8/17-8/20	Paid by EFT # 68208		09/16/2025	09/16/2025	09/26/2025		09/26/2025	247.81
9377 - Chandra N Mevis	SHRM-8.2025	12-per diem-SHRM HR IN Conf-Indy-8/17-8/20	Paid by EFT # 68232		09/16/2025	09/16/2025	09/26/2025		09/26/2025	177.25
9377 - Chandra N Mevis	6.3.25FMLACO NF	12-pkg reimb-FMLA Conference-Indy-6/3/25	Paid by EFT # 68232		09/16/2025	09/16/2025	09/26/2025		09/26/2025	35.00
Account 53230 - Travel Totals										Invoice Transactions 4
										<u>\$651.06</u>
Account 53990 - Other Services and Charges										
8882 - Employers Choice Online INC	66901	12- Background checks x 7 (City) - August 2025	Paid by EFT # 68144		09/16/2025	09/16/2025	09/26/2025		09/26/2025	274.73
7475 - Chasity Mottinger	SUMMER-2025	12-Educational Reimbursement - Summer 2025 IU-MAX	Paid by EFT # 68242		09/16/2025	09/16/2025	09/26/2025		09/26/2025	353.77
9466 - Traliant Operating LLC (Traliant Holdings LLC)	INV021147	12- Employee Training Course Bundle Year Membership	Paid by EFT # 68301		09/16/2025	09/16/2025	09/26/2025		09/26/2025	14,245.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 3
Program 120000 - Main Totals										<u>\$14,873.50</u>
Department 12 - Human Resources Totals										Invoice Transactions 8
										<u>\$15,923.56</u>
Department 13 - Planning										
Program 130000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	14TQ-1NQJ-9DJH	13- Clipboards & map push pins for Council Deliberative Session	Paid by EFT # 68073		09/16/2025	09/16/2025	09/26/2025		09/26/2025	24.69
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1G44-71WN-3RLP	13- Pens, sanitizer wipes, and monitor wipes	Paid by EFT # 68073		09/16/2025	09/16/2025	09/26/2025		09/26/2025	35.29
Account 52110 - Office Supplies Totals										Invoice Transactions 2
										<u>\$59.98</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 13 - Planning										
Program 130000 - Main										
Account 52420 - Other Supplies										
9536 - Kimball International Brands, INC	94014350	13- Office Chairs for Jennifer Burrell & Melissa Hirtzel	Paid by EFT # 68212		09/16/2025	09/16/2025	09/26/2025		09/26/2025	1,241.84
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>\$1,241.84</u>
Account 53160 - Instruction										
896 - Indiana Arborist Association	4517	13-DNR forest symposium registration for Planners (5)	Paid by EFT # 68186		09/16/2025	09/16/2025	09/26/2025		09/26/2025	75.00
Account 53160 - Instruction Totals									Invoice Transactions 1	<u>\$75.00</u>
Account 53910 - Dues and Subscriptions										
8385 - Hylant Group, INC	487433	13- Notary Bond for LeAnna Faubion-8/25/25-8/25/33	Paid by EFT # 68181		09/16/2025	09/16/2025	09/26/2025		09/26/2025	50.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	<u>\$50.00</u>
Account 53990 - Other Services and Charges										
53442 - Paragon Micro, INC	S522260	13- Bluebeam Renewal Subscriptions (7) 8/29/2025-8/28/2026	Paid by EFT # 68250		09/16/2025	09/16/2025	09/26/2025		09/26/2025	2,309.93
6235 - Toole Design Group, LLC	CMH.00168_27	13-Corridor Study-College&Walnut-45/46 Bypass to Allen-08/01/25	Paid by EFT # 68299		09/16/2025	09/16/2025	09/26/2025		09/26/2025	32,257.75
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	<u>\$34,567.68</u>
Program 130000 - Main Totals									Invoice Transactions 7	<u>\$35,994.50</u>
Department 13 - Planning Totals									Invoice Transactions 7	<u>\$35,994.50</u>
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 52210 - Institutional Supplies										
651 - Engraving & Stamp Center, INC	50598	19-signage and nameplates for City Hall	Paid by EFT # 68145		09/16/2025	09/16/2025	09/26/2025		09/26/2025	20.30
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	<u>\$20.30</u>
Account 52310 - Building Materials and Supplies										
9536 - Kimball International Brands, INC	94014350FAC	19-City Hall conference room chairs-9 chairs/install fee	Paid by EFT # 68212		09/16/2025	09/16/2025	09/26/2025		09/26/2025	4,980.03
4443 - The Sherwin Williams Company	9934-9	19-office paint for City Hall-5 5 gallon buckets	Paid by EFT # 68294		09/16/2025	09/16/2025	09/26/2025		09/26/2025	87.75
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 2	<u>\$5,067.78</u>



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Fund 1101 - General										
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 52430 - Uniforms and Tools										
19171 - Vestis Group, INC (FKA Aramark)	4080197574	19-Uniform pants for Facility Employee R. Flake-8/28/25	Paid by EFT # 68307		09/16/2025	09/16/2025	09/26/2025		09/26/2025	14.20
19171 - Vestis Group, INC (FKA Aramark)	4080198516	19-Uniform pants for Facility Employee R. Flake-9/4/25	Paid by EFT # 68307		09/16/2025	09/16/2025	09/26/2025		09/26/2025	14.20
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 2	\$28.40
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	200249-0010825	19-Temp Mtr-Graffiti Team-water/sewer bill-August 2025	Paid by Check # 80585		09/17/2025	09/17/2025	09/17/2025		09/17/2025	16.16
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$16.16
Account 53610 - Building Repairs										
656 - B&L Sheet Metal and Roofing, INC	2336239	19-repairs to 2319 W. Bloomfield Road roof-7/15/25	Paid by EFT # 68081		09/16/2025	09/16/2025	09/26/2025		09/26/2025	2,000.00
321 - Harrell Fish, INC (HFI)	C019264	19-SA-City Hall quarterly planned maintenance Sep 2025	Paid by EFT # 68171		09/16/2025	09/16/2025	09/26/2025		09/26/2025	2,150.67
1537 - Indiana Door & Hardware Specialties, INC	14589AA	19-core and keys for OOTM cabinet	Paid by Check # 80598		09/16/2025	09/16/2025	09/26/2025		09/26/2025	206.00
1537 - Indiana Door & Hardware Specialties, INC	14585AA	19-replacement core for Facilities door	Paid by Check # 80598		09/16/2025	09/16/2025	09/26/2025		09/26/2025	20.00
393 - Kone INC	871785000	19-SA-City Hall monthly elevator maintenance Sept 2025	Paid by EFT # 68215		09/16/2025	09/16/2025	09/26/2025		09/26/2025	387.62
392 - Koorsen Fire & Security, INC	IN01029538	19-City Hall annual panic alarm monitoring-8/30/25-8/29/26	Paid by EFT # 68216		09/16/2025	09/16/2025	09/26/2025		09/26/2025	600.00
392 - Koorsen Fire & Security, INC	IN01032544	19-City Hall annual fire alarm monitoring-9/15/25-9/14/26	Paid by EFT # 68216		09/16/2025	09/16/2025	09/26/2025		09/26/2025	600.00
7402 - Nature's Way, INC	2136	19-SA-City Hall interior plant care for September 2025	Paid by EFT # 68244		09/16/2025	09/16/2025	09/26/2025		09/26/2025	371.10
6688 - SSW Enterprises, LLC (Office Pride)	Inv-276873	1-CH/Off site facilities-Cleaning services-August 2025	Paid by EFT # 68281		09/16/2025	09/16/2025	09/26/2025		09/26/2025	17,314.79
Account 53610 - Building Repairs Totals									Invoice Transactions 9	\$23,650.18



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Fund 1101 - General										
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 54510 - Other Capital Outlays										
656 - B&L Sheet Metal and Roofing, INC	2336239	19-repairs to 2319 W. Bloomfield Road roof-7/15/25	Paid by EFT # 68081		09/16/2025	09/16/2025	09/26/2025		09/26/2025	10,000.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$10,000.00
Program 190000 - Main Totals							Invoice Transactions	16		\$38,782.82
Department 19 - Facilities Maintenance Totals							Invoice Transactions	16		\$38,782.82
Department 20 - Street										
Program 20CRED - STREET CRED										
Account 54510 - Other Capital Outlays										
9651 - International Cybernetics Company LP - IMS	250831-33	20-Asset Condition Data Collection & Reporting Project 08/31/25	Paid by EFT # 68195		09/16/2025	09/16/2025	09/26/2025		09/26/2025	89,504.77
9651 - International Cybernetics Company LP - IMS	250831-32	20-Asset Condition Data Collection & Reporting Project 08/31/25	Paid by EFT # 68195		09/16/2025	09/16/2025	09/26/2025		09/26/2025	33,331.70
19278 - Milestone Contractors, LP	MILWIN&ROG-APP3	20-Winslow/Rogers Resurfacing Proj 06/01/25-08/22/25 App 3	Paid by EFT # 68236		09/16/2025	09/16/2025	09/26/2025		09/26/2025	168,450.15
19278 - Milestone Contractors, LP	MILKINGRNT-APP 1	20-Paving Projects - Kinser Pike & Grant St - App 1	Paid by EFT # 68236		09/16/2025	09/16/2025	09/26/2025		09/26/2025	474,315.76
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	4		\$765,602.38
Program 20CRED - STREET CRED Totals							Invoice Transactions	4		\$765,602.38
Department 20 - Street Totals							Invoice Transactions	4		\$765,602.38
Department 26 - Parking										
Program 26CRED - PARKING CRED										
Account 54510 - Other Capital Outlays										
516 - Walker Consultants, INC	130043250014	26-rate study proposal for all parking thru 08/28/25	Paid by EFT # 68313		09/16/2025	09/16/2025	09/26/2025		09/26/2025	3,240.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$3,240.00
Program 26CRED - PARKING CRED Totals							Invoice Transactions	1		\$3,240.00
Department 26 - Parking Totals							Invoice Transactions	1		\$3,240.00



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Fund 1101 - General										
Department 28 - ITS										
Program 280000 - Main										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1QXC-V11V-76FK	28-Mouse for V. Jones	Paid by EFT # 68073		09/16/2025	09/16/2025	09/26/2025		09/26/2025	6.99
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	14HR-P9LV-7P7J	28-Laptop Stand for R. Dietz	Paid by EFT # 68073		09/16/2025	09/16/2025	09/26/2025		09/26/2025	19.99
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$26.98
Account 53160 - Instruction										
7239 - Azteca Systems Holdings, LLC	INV10395	28-Cityworks Reporting Training, 7/30/25 & 8/1/25	Paid by EFT # 68080		09/16/2025	09/16/2025	09/26/2025		09/26/2025	675.00
Account 53160 - Instruction Totals									Invoice Transactions 1	\$675.00
Account 53210 - Telephone										
1079 - AT&T	849494015-090925	28-CH/off site fac-long distance chgs 09/09/2025-BAN #849494015	Paid by Check # 80583		09/17/2025	09/17/2025	09/17/2025		09/17/2025	.49
Account 53210 - Telephone Totals									Invoice Transactions 1	\$0.49
Account 53640 - Hardware and Software Maintenance										
3989 - Ricoh USA, INC	5071921531	28-BPD/Detective Copier/Printer Maintenance 08/01/25-08/31/25	Paid by EFT # 68268		09/16/2025	09/16/2025	09/26/2025		09/26/2025	53.16
Account 53640 - Hardware and Software Maintenance Totals									Invoice Transactions 1	\$53.16
Account 53910 - Dues and Subscriptions										
7053 - BlueBeam, INC	2501805	28- Studio Prime Subscription renewal 08/24/25-12/31/25	Paid by EFT # 68097		09/16/2025	09/16/2025	09/26/2025		09/26/2025	975.00
6870 - Carahsoft Technology Corporation	IN2063476	28-MS- ISAC 18 Month Subscription	Paid by EFT # 68108		09/16/2025	09/16/2025	09/26/2025		09/26/2025	4,942.42
8543 - Insight Public Sector	1101300323	28-(10) cordless extension handset	Paid by EFT # 68193		09/16/2025	09/16/2025	09/26/2025		09/26/2025	3,033.50
53442 - Paragon Micro, INC	S5222608ITS	28-Bluebeam Subscription 8/29/2025-8/28/2026-ITS	Paid by EFT # 68250		09/16/2025	09/16/2025	09/26/2025		09/26/2025	329.99
8441 - Promevo Holdings, INC (Promevo, LLC)	268968	28-Google Voice 08/01/25-08/31/25	Paid by EFT # 68260		09/16/2025	09/16/2025	09/26/2025		09/26/2025	48.20
8441 - Promevo Holdings, INC (Promevo, LLC)	268545	28-Google Workspace bloomington.in.gov 8/26/25-1/26/28	Paid by EFT # 68260		09/16/2025	09/16/2025	09/26/2025		09/26/2025	440.15
8441 - Promevo Holdings, INC (Promevo, LLC)	268320	28-Google Workspace 08/01/25-08/31/25	Paid by EFT # 68260		09/16/2025	09/16/2025	09/26/2025		09/26/2025	65.57
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 7	\$9,834.83



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Fund 1101 - General										
Department 28 - ITS										
Program 280000 - Main										
Account 54420 - Purchase of Equipment										
2898 - JDH Contracting, INC	86204	28-Winston Thomas- 3230 S Walnut St- Network August 2025	Paid by EFT # 68204		09/16/2025	09/16/2025	09/26/2025		09/26/2025	1,266.11
Account 54420 - Purchase of Equipment Totals								Invoice Transactions	1	\$1,266.11
Program 280000 - Main Totals								Invoice Transactions	13	\$11,856.57
Department 28 - ITS Totals								Invoice Transactions	13	\$11,856.57
Fund 1101 - General Totals								Invoice Transactions	120	\$1,106,125.24
Fund 2201 - Motor Vehicle Highway										
Department 20 - Street										
Program 200000 - Main										
Account 52110 - Office Supplies										
651 - Engraving & Stamp Center, INC	50657	20-Notary Stamp for Stephens	Paid by EFT # 68145		09/16/2025	09/16/2025	09/26/2025		09/26/2025	34.50
Account 52110 - Office Supplies Totals								Invoice Transactions	1	\$34.50
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM239790	20-Safety & Supplies for crews(gloves, glasses, paint)	Paid by EFT # 68151		09/16/2025	09/16/2025	09/26/2025		09/26/2025	590.75
313 - Fastenal Company	INBLM239976	20-Safety & Supplies for crews(gloves, glasses, paint)	Paid by EFT # 68151		09/16/2025	09/16/2025	09/26/2025		09/26/2025	227.94
Account 52210 - Institutional Supplies Totals								Invoice Transactions	2	\$818.69
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	612759	20-Staple Guns for unit 411 & 412	Paid by EFT # 68089		09/16/2025	09/16/2025	09/26/2025		09/26/2025	59.96
409 - Black Lumber Co. INC	613024	20-(2) 2x4 10 Construction lumber for Street Cut Crew	Paid by EFT # 68089		09/16/2025	09/16/2025	09/26/2025		09/26/2025	10.50
409 - Black Lumber Co. INC	613386	20-(1) White Electrical Tape, (4) hardware for Paving Crew	Paid by EFT # 68089		09/16/2025	09/16/2025	09/26/2025		09/26/2025	3.79
8658 - Kleindorfer's Hardware LLC	06497	20-(2) Big Gap foam spray	Paid by EFT # 68214		09/16/2025	09/16/2025	09/26/2025		09/26/2025	14.58
8658 - Kleindorfer's Hardware LLC	06689	20-Scraper for Patch Crew	Paid by EFT # 68214		09/16/2025	09/16/2025	09/26/2025		09/26/2025	9.99
8658 - Kleindorfer's Hardware LLC	42097	20-2 pole 3 wire locking for Paving Crew	Paid by EFT # 68214		09/16/2025	09/16/2025	09/26/2025		09/26/2025	17.99
Account 52420 - Other Supplies Totals								Invoice Transactions	6	\$116.81



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Fund 2201 - Motor Vehicle Highway										
Department 20 - Street										
Program 200000 - Main										
Account 53150 - Communications Contract										
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	519752	20-Two-Way Radio Service for Street Vehicles-Sept 2025	Paid by EFT # 68143		09/16/2025	09/16/2025	09/26/2025		09/26/2025	2,321.25
Account 53150 - Communications Contract Totals										Invoice Transactions 1
										<u>\$2,321.25</u>
Account 53210 - Telephone										
1079 - AT&T	849494015-090925	28-CH/off site fac-long distance chgs 09/09/2025-BAN #849494015	Paid by Check # 80583		09/17/2025	09/17/2025	09/17/2025		09/17/2025	7.23
Account 53210 - Telephone Totals										Invoice Transactions 1
										<u>\$7.23</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	13885-002 0825	20-Traffic Bldg- water/sewer bill-August 2025	Paid by Check # 80585		09/17/2025	09/17/2025	09/17/2025		09/17/2025	41.48
208 - City Of Bloomington Utilities	16073-002 0825	20-Street Dept- water/sewer bill-August 2025	Paid by Check # 80585		09/17/2025	09/17/2025	09/17/2025		09/17/2025	290.88
208 - City Of Bloomington Utilities	200669-008 0825	20-Street Dept-fire hydrant-water/sewer bill-August 2025	Paid by Check # 80585		09/17/2025	09/17/2025	09/17/2025		09/17/2025	47.22
Account 53530 - Water and Sewer Totals										Invoice Transactions 3
										<u>\$379.58</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12879634-9091125	20-Traffic bldg - gas bill-08/07/25-09/05/25	Paid by Check # 80588		09/17/2025	09/17/2025	09/17/2025		09/17/2025	21.10
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12879646-3091125	20-Street Dept-gas bill 08/07/25-09/05/25	Paid by Check # 80588		09/17/2025	09/17/2025	09/17/2025		09/17/2025	24.50
Account 53540 - Natural Gas Totals										Invoice Transactions 2
										<u>\$45.60</u>
Account 53630 - Machinery and Equipment Repairs										
786 - Richard's Small Engine, INC	595150	20-Husqvarna 445 Repairs-Tree Crew	Paid by EFT # 68266		09/16/2025	09/16/2025	09/26/2025		09/26/2025	61.49
Account 53630 - Machinery and Equipment Repairs Totals										Invoice Transactions 1
										<u>\$61.49</u>
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080198388	20-mat/towel service- 9/3/25	Paid by EFT # 68307		09/16/2025	09/16/2025	09/26/2025		09/26/2025	43.63
19171 - Vestis Group, INC (FKA Aramark)	4080198387	20-uniform rental (minus payroll ded)- 9/3/25	Paid by EFT # 68307		09/16/2025	09/16/2025	09/26/2025		09/26/2025	10.57
Account 53920 - Laundry and Other Sanitation Services Totals										Invoice Transactions 2
										<u>\$54.20</u>



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Fund 2201 - Motor Vehicle Highway										
Department 20 - Street										
Program 200000 - Main										
Account 53950 - Landfill										
365 - Rogers Group, INC	0071209523	20-Debris Disposal Fee	Paid by EFT #		09/16/2025	09/16/2025	09/26/2025		09/26/2025	35.00
		08/18/25	68269							
365 - Rogers Group, INC	0071209545	20-Indot #53 Stone	Paid by EFT #		09/16/2025	09/16/2025	09/26/2025		09/26/2025	195.33
		08/20/25	68269							
Account 53950 - Landfill Totals									Invoice Transactions 2	\$230.33
Account 53990 - Other Services and Charges										
902 - Indiana Underground Plant Protection Service, INC	INV-18395	20-Ticket Fees for Line Locates August 2025	Paid by EFT #		09/16/2025	09/16/2025	09/26/2025		09/26/2025	315.40
			68191							
19444 - Jeffery D Todd (Todd Septic Tank Service)	11952	20-Pump salt water collection tanks	Paid by EFT #		09/16/2025	09/16/2025	09/26/2025		09/26/2025	225.00
		08/20/25	68298							
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	\$540.40
Program 200000 - Main Totals									Invoice Transactions 23	\$4,610.08
Department 20 - Street Totals									Invoice Transactions 23	\$4,610.08
Fund 2201 - Motor Vehicle Highway Totals									Invoice Transactions 23	\$4,610.08
Fund 2202 - Local Road and Street										
Department 20 - Street										
Program 200000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
334 - Irving Materials, INC	11610140	20-Concrete materials-ramps-2nd & Woodlawn-09/02/25	Paid by EFT #		09/16/2025	09/16/2025	09/26/2025		09/26/2025	890.00
			68200							
334 - Irving Materials, INC	11605094	20-Concrete materials-520 S. Fess-08/21/25	Paid by EFT #		09/16/2025	09/16/2025	09/26/2025		09/26/2025	451.00
			68200							
334 - Irving Materials, INC	11608089	20-Concrete materials-2nd & Woodlawn-08/27/25	Paid by EFT #		09/16/2025	09/16/2025	09/26/2025		09/26/2025	1,888.00
			68200							
Account 52330 - Street , Alley, and Sewer Material Totals									Invoice Transactions 3	\$3,229.00
Account 52420 - Other Supplies										
294 - All-Phase Electric Supply, INC	0740-1030914	20-50Amp Breakers for Kimble/Rd & Stock	Paid by EFT #		09/16/2025	09/16/2025	09/26/2025		09/26/2025	26.92
			68071							
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$26.92
Account 53990 - Other Services and Charges										
16069 - Palmer Trucks, INC	IB16814	20-Repairs to Unit #581 due to accident	Paid by EFT #		09/16/2025	09/16/2025	09/26/2025		09/26/2025	3,803.30
			68249							
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$3,803.30
Program 200000 - Main Totals									Invoice Transactions 5	\$7,059.22
Department 20 - Street Totals									Invoice Transactions 5	\$7,059.22
Fund 2202 - Local Road and Street Totals									Invoice Transactions 5	\$7,059.22



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Fund 2203 - MVH Restricted (subfund of Motor Vehicle Highway)										
Department 20 - Street										
Program 200000 - Main										
Account 54510 - Other Capital Outlays										
19278 - Milestone Contractors, LP	MILWIN&ROG-APP3	20-Winslow/Rogers Resurfacing Proj 06/01/25-08/22/25 App 3	Paid by EFT # 68236		09/16/2025	09/16/2025	09/26/2025		09/26/2025	225,165.70
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$225,165.70
Program 200000 - Main Totals							Invoice Transactions	1		\$225,165.70
Department 20 - Street Totals							Invoice Transactions	1		\$225,165.70
Fund 2203 - MVH Restricted (subfund of Motor Vehicle Highway) Totals							Invoice Transactions	1		\$225,165.70
Fund 2207 - Parking Meter										
Department 26 - Parking										
Program 260000 - Main										
Account 52340 - Other Repairs and Maintenance										
4264 - IPS Group, INC	INV114550	26-40 parking meter customer screens 08/27/25	Paid by EFT # 68199		09/16/2025	09/16/2025	09/26/2025		09/26/2025	2,400.00
7617 - Richard Jolin (RJS Parking Products)	2335	26-50 IPS meter hoods-cover meters for special events	Paid by EFT # 68206		09/16/2025	09/16/2025	09/26/2025		09/26/2025	1,971.00
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions	2		\$4,371.00
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	06903	26-Hitch pins for trailers, Zip ties for special event	Paid by EFT # 68214		09/16/2025	09/16/2025	09/26/2025		09/26/2025	43.34
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$43.34
Account 52430 - Uniforms and Tools										
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	9334792106	26-new uniforms for garage staff and enforcement manager	Paid by EFT # 68114		09/16/2025	09/16/2025	09/26/2025		09/26/2025	55.98
Account 52430 - Uniforms and Tools Totals							Invoice Transactions	1		\$55.98
Account 53150 - Communications Contract										
4264 - IPS Group, INC	INV114971	26-bank fees and communication fees for Aug 2025	Paid by EFT # 68199		09/16/2025	09/16/2025	09/26/2025		09/26/2025	9,158.65
Account 53150 - Communications Contract Totals							Invoice Transactions	1		\$9,158.65
Account 53170 - Mgt. Fee, Consultants, and Workshops										
516 - Walker Consultants, INC	130043250013	26-Bloomington Pkg Rate study through 08/28/25	Paid by EFT # 68313		09/16/2025	09/16/2025	09/26/2025		09/26/2025	4,860.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals							Invoice Transactions	1		\$4,860.00



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Fund 2207 - Parking Meter										
Department 26 - Parking										
Program 260000 - Main										
Account 53240 - Freight / Other										
50680 - GK Print LLC (Biller Press)	BP-9446	26-5,000 citation envelopes for Downtown/Neighborhoods	Paid by EFT # 68161		09/16/2025	09/16/2025	09/26/2025		09/26/2025	75.70
4264 - IPS Group, INC	INV114550	26-40 parking meter customer screens 08/27/25	Paid by EFT # 68199		09/16/2025	09/16/2025	09/26/2025		09/26/2025	45.04
Account 53240 - Freight / Other Totals									Invoice Transactions 2	\$120.74
Account 53310 - Printing										
50680 - GK Print LLC (Biller Press)	BP-9446	26-5,000 citation envelopes for Downtown/Neighborhoods	Paid by EFT # 68161		09/16/2025	09/16/2025	09/26/2025		09/26/2025	1,412.00
Account 53310 - Printing Totals									Invoice Transactions 1	\$1,412.00
Account 53640 - Hardware and Software Maintenance										
54432 - T2 Systems, INC	R021157	26-ROVR BMW hits for owner info parking tickets-Aug 2025	Paid by EFT # 68288		09/16/2025	09/16/2025	09/26/2025		09/26/2025	1,569.75
Account 53640 - Hardware and Software Maintenance Totals									Invoice Transactions 1	\$1,569.75
Account 53830 - Bank Charges										
4264 - IPS Group, INC	INV114971	26-bank fees and communication fees for Aug 2025	Paid by EFT # 68199		09/16/2025	09/16/2025	09/26/2025		09/26/2025	4,857.45
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$4,857.45
Account 53990 - Other Services and Charges										
20275 - The Travelers Indemnity	000664054	26-parking officer vehicle accident-Claim F6X1593	Paid by Check # 80612		09/16/2025	09/16/2025	09/26/2025		09/26/2025	246.15
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$246.15
Account 54310 - Improvements Other Than Building										
7402 - Nature's Way, INC	2122	26-Downtown Planters & Landscape Maintenance 09.2025	Paid by EFT # 68244		09/16/2025	09/16/2025	09/26/2025		09/26/2025	6,481.00
Account 54310 - Improvements Other Than Building Totals									Invoice Transactions 1	\$6,481.00
Program 260000 - Main Totals									Invoice Transactions 13	\$33,176.06
Department 26 - Parking Totals									Invoice Transactions 13	\$33,176.06
Fund 2207 - Parking Meter Totals									Invoice Transactions 13	\$33,176.06



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Fund 2209 - LIT – Economic Development										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53960 - Grants										
9063 - Donovan Energy	2678	04-20% Match for IOED EPIC grant 08/15/25-30% complete	Paid by EFT # 68137		09/16/2025	09/16/2025	09/26/2025		09/26/2025	17,053.30
9300 - Huston Electric Holding CORP (Cassady Electric)	W13508	18-LED light replacement at Winslow Tennis courts- 9/4/25	Paid by EFT # 68180		09/16/2025	09/16/2025	09/26/2025		09/26/2025	14,255.87
8075 - IFF (IFF Real Estate Services LLC)	INV-003699	04- SEEL Assessments, St. Tomas & Covenant Christian Leaning Aca	Paid by EFT # 68184		09/16/2025	09/16/2025	09/26/2025		09/26/2025	6,758.00
9886 - John W Kincaid	BGHIP-09.2025	04-BGHIP Grant-523 W 7th-solar PV/battery storage system	Paid by EFT # 68213		09/16/2025	09/16/2025	09/26/2025		09/26/2025	8,870.00
9867 - Ben Swanson	BGHIP-09.2025	04-BGHIP Rebate-1115 S. Brooks Dr-battery storage system	Paid by EFT # 68287		09/16/2025	09/16/2025	09/26/2025		09/26/2025	5,000.00
Account 53960 - Grants Totals							Invoice Transactions	5		<u>\$51,937.17</u>
Program 040000 - Main Totals							Invoice Transactions	5		<u>\$51,937.17</u>
Department 04 - Economic & Sustainable Dev Totals							Invoice Transactions	5		<u>\$51,937.17</u>
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53170 - Mgt. Fee, Consultants, and Workshops										
910 - Forvis Mazars, LLP	2631433	06-Interim Inv 1-consultation/assistance prep of 2024 GAAP finan	Paid by EFT # 68157		09/16/2025	09/16/2025	09/26/2025		09/26/2025	37,800.00
330 - Ice Miller, LLP	01-2541576	06-Federal Government Affairs - Lobbying-Aug 2025	Paid by EFT # 68182		09/16/2025	09/16/2025	09/26/2025		09/26/2025	10,000.00
330 - Ice Miller, LLP	01-2541577	06-State Gov't Affairs- Lobbying-Aug 2025	Paid by EFT # 68182		09/16/2025	09/16/2025	09/26/2025		09/26/2025	7,500.00
330 - Ice Miller, LLP	01-2536362	06-Federal Government Affairs - Lobbying-July 2025	Paid by EFT # 68182		09/16/2025	09/16/2025	09/26/2025		09/26/2025	10,000.00
330 - Ice Miller, LLP	01-2536363	06-State Gov't Affairs- Lobbying-July 2025	Paid by EFT # 68182		09/16/2025	09/16/2025	09/26/2025		09/26/2025	7,500.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals							Invoice Transactions	5		<u>\$72,800.00</u>



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Fund 2209 - LIT – Economic Development										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53990 - Other Services and Charges										
50587 - Barnes & Thornburg LLP	3420525	06-Consulting Serv-ARPA compliance & reporting advice-April 2025	Paid by EFT # 68084		09/16/2025	09/16/2025	09/26/2025		09/26/2025	1,950.50
50587 - Barnes & Thornburg LLP	3461148	06-Consulting Services-ARPA compliance & reporting-July 2025	Paid by EFT # 68084		09/16/2025	09/16/2025	09/26/2025		09/26/2025	1,775.00
5648 - Reedy Financial Group, PC	12979	06-Utility Consulting/Water Utility - 8/31/25	Paid by EFT # 68264		09/16/2025	09/16/2025	09/26/2025		09/26/2025	1,133.95
5648 - Reedy Financial Group, PC	12975	06- Financial Plan Consulting/Printing- 8/31/25	Paid by EFT # 68264		09/16/2025	09/16/2025	09/26/2025		09/26/2025	4,618.15
5648 - Reedy Financial Group, PC	12978	06-Utility Consulting/Sewer Utility - 8/31/25	Paid by EFT # 68264		09/16/2025	09/16/2025	09/26/2025		09/26/2025	1,085.05
5648 - Reedy Financial Group, PC	12980	06-Admin/TIF Financial Consulting/TIF Econ Dev -8/31/25	Paid by EFT # 68264		09/16/2025	09/16/2025	09/26/2025		09/26/2025	5,780.15
8705 - SHI International Corp	B20254266	06-OpenGov software subscription 6/2025 - 6/2026	Paid by EFT # 68274		09/16/2025	09/16/2025	09/26/2025		09/26/2025	40,983.07
5444 - Tyler Technologies, INC	025-527530	28-prorated to align w/Annual Fee-Decision Engine 9/01-12/31/25	Paid by EFT # 68306		09/16/2025	09/16/2025	09/26/2025		09/26/2025	2,900.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	8		\$60,225.87
Program 060000 - Main Totals							Invoice Transactions	13		\$133,025.87
Department 06 - Controller's Office Totals							Invoice Transactions	13		\$133,025.87
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990 - Other Services and Charges										
9533 - KFPro , INC (HRPro)	148692	12 - August 2025 Cobra Monthly Administration Fee	Paid by EFT # 68210		09/16/2025	09/16/2025	09/26/2025		09/26/2025	45.00
9533 - KFPro , INC (HRPro)	149997	12- September 2025 Cobra Monthly Administrative Fee	Paid by EFT # 68210		09/16/2025	09/16/2025	09/26/2025		09/26/2025	45.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	2		\$90.00
Program 120000 - Main Totals							Invoice Transactions	2		\$90.00
Department 12 - Human Resources Totals							Invoice Transactions	2		\$90.00



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Fund 2209 - LIT – Economic Development										
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53990 - Other Services and Charges										
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0000776	19-SA-Public Works 11 properties mowing August 2025	Paid by EFT # 68103		09/16/2025	09/16/2025	09/26/2025		09/26/2025	2,315.00
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0000765	19-SA-Public Works 11 properties mowing July 2025	Paid by EFT # 68103		09/16/2025	09/16/2025	09/26/2025		09/26/2025	2,665.00
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0000718	19-SA-Public Works 11 properties-mowing June 2025	Paid by EFT # 68103		09/16/2025	09/16/2025	09/26/2025		09/26/2025	2,375.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	3		\$7,355.00
Program 190000 - Main Totals							Invoice Transactions	3		\$7,355.00
Department 19 - Facilities Maintenance Totals							Invoice Transactions	3		\$7,355.00
Fund 2209 - LIT – Economic Development Totals							Invoice Transactions	23		\$192,408.04
Fund 2300 - Donations (restricted; not used for capital items)										
Department 06 - Controller's Office										
Program 400101 - Animal Medical Services										
Account 53130 - Medical										
3376 - Bloomington Pets Alive, INC	2320728	01-spay/neuter surgeries 08/04/25-08/13/25	Paid by EFT # 68095		09/16/2025	09/16/2025	09/26/2025		09/26/2025	13,636.57
175 - Monroe County Humane Association, INC	54515	01-spay/neuter surgeries 08/19/25	Paid by EFT # 68239		09/16/2025	09/16/2025	09/26/2025		09/26/2025	1,050.00
175 - Monroe County Humane Association, INC	54749	01-spay/neuter surgeries 09/02/25	Paid by EFT # 68239		09/16/2025	09/16/2025	09/26/2025		09/26/2025	1,225.00
175 - Monroe County Humane Association, INC	53898	01-spay/neuter surgeries 07/15/25	Paid by EFT # 68239		09/16/2025	09/16/2025	09/26/2025		09/26/2025	1,334.00
Account 53130 - Medical Totals							Invoice Transactions	4		\$17,245.57
Program 400101 - Animal Medical Services Totals							Invoice Transactions	4		\$17,245.57
Program 400102 - Animal Supplies										
Account 52210 - Institutional Supplies										
4633 - Midwest Veterinary Supply, INC	26286959-000	01-Syringes, nutri-cal, gabapentin	Paid by EFT # 68235		09/16/2025	09/16/2025	09/26/2025		09/26/2025	252.86
4633 - Midwest Veterinary Supply, INC	26260573-000	01-Heartworm Treatment meds, antibiotics 09/03/25	Paid by EFT # 68235		09/16/2025	09/16/2025	09/26/2025		09/26/2025	1,331.67



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Fund 2300 - Donations (restricted; not used for capital items)										
Department 06 - Controller's Office										
Program 400102 - Animal Supplies										
Account 52210 - Institutional Supplies										
4633 - Midwest Veterinary Supply, INC	26195274-000	01-Antifungals, supportive care 08/26/25	Paid by EFT # 68235		09/16/2025	09/16/2025	09/26/2025		09/26/2025	121.18
Account 52210 - Institutional Supplies Totals							Invoice Transactions	3		\$1,705.71
Program 400102 - Animal Supplies Totals							Invoice Transactions	3		\$1,705.71
Department 06 - Controller's Office Totals							Invoice Transactions	7		\$18,951.28
Fund 2300 - Donations (restricted; not used for capital items) Totals							Invoice Transactions	7		\$18,951.28
Fund 2402 - ARP COVID Local Fiscal Recovery										
Department 12 - Human Resources										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 53990 - Other Services and Charges										
9662 - InvigorateHR, LLC	1869	12-Inclusive Leadership & Coaching Project Installment 2 of 3	Paid by EFT # 68198		09/16/2025	09/16/2025	09/26/2025		09/26/2025	10,000.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$10,000.00
Program G21005 - ARPA COVID Local Fiscal Recovery Totals							Invoice Transactions	1		\$10,000.00
Department 12 - Human Resources Totals							Invoice Transactions	1		\$10,000.00
Fund 2402 - ARP COVID Local Fiscal Recovery Totals							Invoice Transactions	1		\$10,000.00
Fund 2407 - Grants Non Approp										
Department 01 - Animal Shelter										
Program G24034 - ASPCA Shelter Initiative										
Account 53990 - Other Services and Charges										
6378 - ANN-KRISS, LLC	72160-814251	01-Repair Posts for Overhang-remove old & replace treated-	Paid by EFT # 68077		09/16/2025	09/16/2025	09/26/2025		09/26/2025	1,436.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$1,436.00
Program G24034 - ASPCA Shelter Initiative Totals							Invoice Transactions	1		\$1,436.00
Department 01 - Animal Shelter Totals							Invoice Transactions	1		\$1,436.00



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Fund 2407 - Grants Non Approp										
Department 20 - Street										
Program G24028 - CCMG 2024-2 Winslow/Rogers										
Account 54510 - Other Capital Outlays										
19278 - Milestone Contractors, LP	MILWIN&ROG-APP3	20-Winslow/Rogers Resurfacing Proj 06/01/25-08/22/25 App 3	Paid by EFT # 68236		09/16/2025	09/16/2025	09/26/2025		09/26/2025	395,513.21
Account 54510 - Other Capital Outlays Totals								Invoice Transactions	1	\$395,513.21
Program G24028 - CCMG 2024-2 Winslow/Rogers Totals								Invoice Transactions	1	\$395,513.21
Program G25001 - CCMG 2025-1 N. Walnut Street										
Account 54510 - Other Capital Outlays										
5149 - E&B Paving, INC	E&BWALNUT-APP 1	20-CCMG N Walnut St Resurfacing Project 06/24/25-09/03/25 App 1	Paid by EFT # 68138		09/16/2025	09/16/2025	09/26/2025		09/26/2025	148,423.31
Account 54510 - Other Capital Outlays Totals								Invoice Transactions	1	\$148,423.31
Program G25001 - CCMG 2025-1 N. Walnut Street Totals								Invoice Transactions	1	\$148,423.31
Department 20 - Street Totals								Invoice Transactions	2	\$543,936.52
Fund 2407 - Grants Non Approp Totals								Invoice Transactions	3	\$545,372.52
Fund 2506 - Community Services										
Department 09 - CFRD										
Program 090001 - Com Serv - Black Males										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1P49-P7W4-PF9H	09-Black Male Summit Prizes-Water Bottles, Personal Tech, Light	Paid by EFT # 68073		09/16/2025	09/16/2025	09/26/2025		09/26/2025	400.65
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$400.65
Program 090001 - Com Serv - Black Males Totals								Invoice Transactions	1	\$400.65
Program 090014 - Latino Programs										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KKH-4R6C-6KRF	09-Fiesta del Otono Give-Aways & Decor-Stickers	Paid by EFT # 68073		09/16/2025	09/16/2025	09/26/2025		09/26/2025	70.95
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1491-GPNT-1LFT	09-Fiesta del Otono Give-Aways & Decor-Balloons, Bags	Paid by EFT # 68073		09/16/2025	09/16/2025	09/26/2025		09/26/2025	144.65
Account 52420 - Other Supplies Totals								Invoice Transactions	2	\$215.60
Program 090014 - Latino Programs Totals								Invoice Transactions	2	\$215.60
Department 09 - CFRD Totals								Invoice Transactions	3	\$616.25
Fund 2506 - Community Services Totals								Invoice Transactions	3	\$616.25



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Fund 2512 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 254000 - Infrastructure										
Account 53640 - Hardware and Software Maintenance										
902 - Indiana Underground Plant Protection Service, INC	INV-18397	28-BDU 811 Line Location Service August 2025	Paid by EFT # 68191		09/16/2025	09/16/2025	09/26/2025		09/26/2025	329.65
13482 - Northern Lights Locating & Inspection, INC	19702	28-BDU Line Locates August 2025-incl over allowance (89)	Paid by EFT # 68247		09/16/2025	09/16/2025	09/26/2025		09/26/2025	4,725.00
Account 53640 - Hardware and Software Maintenance Totals							Invoice Transactions 2			\$5,054.65
Account 53750 - Rentals - Other										
203 - INDIANA UNIVERSITY	96431331	25 - IU Data Center 09/01/25-09/30/25	Paid by Check # 80599		09/16/2025	09/16/2025	09/26/2025		09/26/2025	860.00
203 - INDIANA UNIVERSITY	96452914	25 - IU Data Center-Special Circuits 08/01/25-08/31/25	Paid by Check # 80599		09/16/2025	09/16/2025	09/26/2025		09/26/2025	85.00
Account 53750 - Rentals - Other Totals							Invoice Transactions 2			\$945.00
Program 254000 - Infrastructure Totals							Invoice Transactions 4			\$5,999.65
Program 256000 - Services										
Account 53150 - Communications Contract										
4170 - Comcast Cable Communications, INC	1190176353090 825	28-3940 N Kinser Pike-business serv/equip chgs-09/21/25-10/20/25	Paid by Check # 80586		09/17/2025	09/17/2025	09/17/2025		09/17/2025	169.98
Account 53150 - Communications Contract Totals							Invoice Transactions 1			\$169.98
Account 53640 - Hardware and Software Maintenance										
2898 - JDH Contracting, INC	86204	28-Winston Thomas-3230 S Walnut St-Network August 2025	Paid by EFT # 68204		09/16/2025	09/16/2025	09/26/2025		09/26/2025	6,402.04
Account 53640 - Hardware and Software Maintenance Totals							Invoice Transactions 1			\$6,402.04
Account 54450 - Equipment										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1MMK-XWWF-9X77	28-CAPR Hardware Blackmagic HD Pro Recorder (2)	Paid by EFT # 68073		09/16/2025	09/16/2025	09/26/2025		09/26/2025	2,190.00
2898 - JDH Contracting, INC	86204	28-Winston Thomas-3230 S Walnut St-Network August 2025	Paid by EFT # 68204		09/16/2025	09/16/2025	09/26/2025		09/26/2025	45,325.60
Account 54450 - Equipment Totals							Invoice Transactions 2			\$47,515.60
Program 256000 - Services Totals							Invoice Transactions 4			\$54,087.62
Department 25 - Telecommunications Totals							Invoice Transactions 8			\$60,087.27
Fund 2512 - Non-Reverting Telecom (S1146) Totals							Invoice Transactions 8			\$60,087.27



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Fund 2520 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 52420 - Other Supplies										
53442 - Paragon Micro, INC	S5223389	26-laptop for parking garage supervisor	Paid by EFT # 68250		09/16/2025	09/16/2025	09/26/2025		09/26/2025	1,447.98
Account 52420 - Other Supplies Totals Invoice Transactions 1										<u>\$1,447.98</u>
Account 52430 - Uniforms and Tools										
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	9334792106	26-new uniforms for garage staff and enforcement manager	Paid by EFT # 68114		09/16/2025	09/16/2025	09/26/2025		09/26/2025	291.96
Account 52430 - Uniforms and Tools Totals Invoice Transactions 1										<u>\$291.96</u>
Account 53510 - Electrical Services										
223 - Duke Energy	9101231149230 925	26-Walnut St Garage- 300 N Walnut-elec chgs 08/02/25-09/02/25	Paid by Check # 80587		09/17/2025	09/17/2025	09/17/2025		09/17/2025	1,056.14
Account 53510 - Electrical Services Totals Invoice Transactions 1										<u>\$1,056.14</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	44482-004 0825	26-Morton St Garage- water/sewer bill-August 2025	Paid by Check # 80585		09/17/2025	09/17/2025	09/17/2025		09/17/2025	61.54
Account 53530 - Water and Sewer Totals Invoice Transactions 1										<u>\$61.54</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888919-3090825	26-Trades Garage-489 W. 10th St-gas bill 08/02/25-09/02/25	Paid by Check # 80588		09/17/2025	09/17/2025	09/17/2025		09/17/2025	48.77
Account 53540 - Natural Gas Totals Invoice Transactions 1										<u>\$48.77</u>
Account 53610 - Building Repairs										
393 - Kone INC	871784999	26-Walnut St garage elevator maint period 09/01/25-09/30/25	Paid by EFT # 68215		09/16/2025	09/16/2025	09/26/2025		09/26/2025	242.06
393 - Kone INC	871785004	26-4th St garage elevator maint period 09/01/25-09/30/25	Paid by EFT # 68215		09/16/2025	09/16/2025	09/26/2025		09/26/2025	1,063.28
393 - Kone INC	871785003	26-Trades Garage elevator maint period 09/01/25-09/30/25	Paid by EFT # 68215		09/16/2025	09/16/2025	09/26/2025		09/26/2025	1,063.28
392 - Koorsen Fire & Security, INC	IN01032975	26-4th St Garage- quarterly fire monitoring-9/1-11/30/25	Paid by EFT # 68216		09/16/2025	09/16/2025	09/26/2025		09/26/2025	150.00
392 - Koorsen Fire & Security, INC	IN01027385	26-new smoke detector for Morton St garage elevator shaft	Paid by EFT # 68216		09/16/2025	09/16/2025	09/26/2025		09/26/2025	660.95



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Fund 2520 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN01023151	26-4th St garage annual fire extinguisher and e light inspection	Paid by EFT # 68216		09/16/2025	09/16/2025	09/26/2025		09/26/2025	215.80
Account 53610 - Building Repairs Totals									Invoice Transactions 6	\$3,395.37
Account 53640 - Hardware and Software Maintenance										
3397 - Evens Time, INC	92435	26-Parking Garage equipment maintenance-Sept 2025	Paid by EFT # 68148		09/16/2025	09/16/2025	09/26/2025		09/26/2025	7,329.30
3397 - Evens Time, INC	90890	26-relcalibrate loops at Morton Garage pay lane-4/22	Paid by EFT # 68148		09/16/2025	09/16/2025	09/26/2025		09/26/2025	192.52
9313 - Windcave INC	2967484	26-August 2025 parking garage equipment credit card subscription	Paid by EFT # 68321		09/16/2025	09/16/2025	09/26/2025		09/26/2025	1,087.38
Account 53640 - Hardware and Software Maintenance Totals									Invoice Transactions 3	\$8,609.20
Account 53840 - Lease Payments										
512 - 7th & Walnut , LLC	RENT-Oct 2025	26-Walnut St Garage-garage rent October 2025	Paid by EFT # 68067		09/16/2025	09/16/2025	09/26/2025		09/26/2025	17,824.79
3887 - Mercury Development Group, LLC	342	26-Morton St Garage-garage rent October 2025	Paid by EFT # 68231		09/16/2025	09/16/2025	09/26/2025		09/26/2025	41,706.45
Account 53840 - Lease Payments Totals									Invoice Transactions 2	\$59,531.24
Program 260000 - Main Totals									Invoice Transactions 16	\$74,442.20
Department 26 - Parking Totals									Invoice Transactions 16	\$74,442.20
Fund 2520 - Parking Facilities(S9502) Totals									Invoice Transactions 16	\$74,442.20
Fund 2521 - Alternative Transport(S6301)										
Department 02 - Public Works										
Program 020000 - Main										
Account 43170.0004 - Residential Neighborhood Permits Zone # 4										
Madison Moeller	MOELLER-090325	26-Customer pd for temp then paid again online for decal-Zone 4	Paid by Check # 80619		09/16/2025	09/16/2025	09/26/2025		09/26/2025	52.00
Account 43170.0004 - Residential Neighborhood Permits Zone # 4 Totals									Invoice Transactions 1	\$52.00
Program 020000 - Main Totals									Invoice Transactions 1	\$52.00
Department 02 - Public Works Totals									Invoice Transactions 1	\$52.00



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Fund 2521 - Alternative Transport(S6301)										
Department 05 - Common Council										
Program 050000 - Main										
Account 54310 - Improvements Other Than Building										
10 - Bledsoe Riggert Cooper & James INC	31737	07-Jefferson St Sidewalk (8th to 10th) PE 70% complete 8/31/25	Paid by EFT # 68090		09/16/2025	09/16/2025	09/26/2025		09/26/2025	1,542.00
5999 - The Etica Group, INC	0240039.00-9	07-Dunn St Sidewalk (17th to 18th) PE 08/01/25-08/31/25	Paid by EFT # 68291		09/16/2025	09/16/2025	09/26/2025		09/26/2025	827.50
19278 - Milestone Contractors, LP	MILWIN&ROG-APP3	20-Winslow/Rogers Resurfacing Proj 06/01/25-08/22/25 App 3	Paid by EFT # 68236		09/16/2025	09/16/2025	09/26/2025		09/26/2025	36,330.33
Account 54310 - Improvements Other Than Building Totals							Invoice Transactions	3		\$38,699.83
Program 050000 - Main Totals							Invoice Transactions	3		\$38,699.83
Department 05 - Common Council Totals							Invoice Transactions	3		\$38,699.83
Department 07 - Engineering										
Program 070000 - Main										
Account 53110 - Engineering and Architectural										
5409 - VS Engineering, INC	536412	07-Crosswalk Ph2 (PE) through 07/31/25	Paid by EFT # 68311		09/16/2025	09/16/2025	09/26/2025		09/26/2025	411.66
Account 53110 - Engineering and Architectural Totals							Invoice Transactions	1		\$411.66
Account 54310 - Improvements Other Than Building										
5999 - The Etica Group, INC	0230124.00-18	07-Downtown Curb Ramps Ph IV 08/01/25-08/31/25	Paid by EFT # 68291		09/16/2025	09/16/2025	09/26/2025		09/26/2025	2,646.72
Account 54310 - Improvements Other Than Building Totals							Invoice Transactions	1		\$2,646.72
Program 070000 - Main Totals							Invoice Transactions	2		\$3,058.38
Department 07 - Engineering Totals							Invoice Transactions	2		\$3,058.38
Department 26 - Parking										
Program 260000 - Main										
Account 53310 - Printing										
50680 - GK Print LLC (Biller Press)	BP-9446	26-5,000 citation envelopes for Downtown/Neighborhoods	Paid by EFT # 68161		09/16/2025	09/16/2025	09/26/2025		09/26/2025	353.00
Account 53310 - Printing Totals							Invoice Transactions	1		\$353.00
Program 260000 - Main Totals							Invoice Transactions	1		\$353.00
Department 26 - Parking Totals							Invoice Transactions	1		\$353.00
Fund 2521 - Alternative Transport(S6301) Totals							Invoice Transactions	7		\$42,163.21



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Fund 4402 - Cumulative Capital Development										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
5149 - E&B Paving, INC	30066764	20-Asphalt materials for paving Lincoln Street 08/26/25	Paid by EFT # 68138		09/16/2025	09/16/2025	09/26/2025		09/26/2025	16,117.96
5149 - E&B Paving, INC	30066839	20-Asphalt materials-paving Dunn St & patching 08/28/25	Paid by EFT # 68138		09/16/2025	09/16/2025	09/26/2025		09/26/2025	15,068.97
5149 - E&B Paving, INC	30066996	20-Asphalt materials for paving 2nd/Woodlawn 09/04/25	Paid by EFT # 68138		09/16/2025	09/16/2025	09/26/2025		09/26/2025	1,440.50
5149 - E&B Paving, INC	30067204	20-Asphalt materials-paving Washington St. & patching 09/08/25	Paid by EFT # 68138		09/16/2025	09/16/2025	09/26/2025		09/26/2025	12,763.95
5149 - E&B Paving, INC	30066142	20-Asphalt for patching McCartney-7/31/25	Paid by EFT # 68138		09/16/2025	09/16/2025	09/26/2025		09/26/2025	299.29
5149 - E&B Paving, INC	30067285	20-Asphalt materials-12th/13th/14th Ct, Christian Center Dr-9/10	Paid by EFT # 68138		09/16/2025	09/16/2025	09/26/2025		09/26/2025	16,885.51
Account 52330 - Street , Alley, and Sewer Material Totals									Invoice Transactions 6	\$62,576.18
Account 54510 - Other Capital Outlays										
5149 - E&B Paving, INC	E&BWALNUT-APP 1	20-CCMG N Walnut St Resurfacing Project 06/24/25-09/03/25 App 1	Paid by EFT # 68138		09/16/2025	09/16/2025	09/26/2025		09/26/2025	150,554.34
Account 54510 - Other Capital Outlays Totals									Invoice Transactions 1	\$150,554.34
Program 020000 - Main Totals									Invoice Transactions 7	\$213,130.52
Department 02 - Public Works Totals									Invoice Transactions 7	\$213,130.52
Department 07 - Engineering										
Program 070000 - Main										
Account 54310 - Improvements Other Than Building										
204 - State Of Indiana	000085745	07-RES 24-74, 1st Street Reconstruction 12/6/24	Paid by EFT # 68284		09/16/2025	09/16/2025	09/26/2025		09/26/2025	9,680.11
Account 54310 - Improvements Other Than Building Totals									Invoice Transactions 1	\$9,680.11
Program 070000 - Main Totals									Invoice Transactions 1	\$9,680.11
Department 07 - Engineering Totals									Invoice Transactions 1	\$9,680.11
Fund 4402 - Cumulative Capital Development Totals									Invoice Transactions 8	\$222,810.63



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Fund 4666 - GO Bonds 2022										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 54510 - Other Capital Outlays										
16 - Butler, Fairman & Seufert, INC	109454	07-High Street Multiuse Path and Intersec, RW 07/01/25-07/31/25	Paid by EFT # 68107		09/16/2025	09/16/2025	09/26/2025		09/26/2025	4,500.00
Account 54510 - Other Capital Outlays Totals								Invoice Transactions	1	\$4,500.00
Program 060000 - Main Totals								Invoice Transactions	1	\$4,500.00
Department 06 - Controller's Office Totals								Invoice Transactions	1	\$4,500.00
Fund 4666 - GO Bonds 2022 Totals								Invoice Transactions	1	\$4,500.00
Fund 4667 - Econ Dev LIT Bonds of 2022										
Department 06 - Controller's Office										
Program 08FIR3 - Fire Station 3										
Account 54510 - Other Capital Outlays										
3885 - Building Associates, INC	BLDAS-FIREST3-9	08-FS#3 Project #F23116- thru 8/22/25 -App 9-#15221	Paid by EFT # 68104		09/16/2025	09/16/2025	09/26/2025		09/26/2025	332,323.02
298 - Commercial Service Of Bloomington, INC	CSBFIREST3-App 8	08-FS#3 Renovations-#24-1093-App #8-#J393383	Paid by EFT # 68120		09/16/2025	09/16/2025	09/26/2025		09/26/2025	43,075.37
18844 - First Financial Bank, N.A.	BLDAS-FIREST3-9	08-FS#3 Proj #F23116 - Bldg Associates-Pay App 9	Paid by Check # 80593		09/16/2025	09/16/2025	09/26/2025		09/26/2025	17,490.69
18844 - First Financial Bank, N.A.	CSBFIREST3-App 8	08-Commercial Serv-FS#3 Renovations-#24 -1093-App #8	Paid by Check # 80594		09/16/2025	09/16/2025	09/26/2025		09/26/2025	2,267.13
18844 - First Financial Bank, N.A.	WDELECF3S3-App 8	08-Woods Electrical-FS#3 Renovations-Pay App 8	Paid by Check # 80595		09/16/2025	09/16/2025	09/26/2025		09/26/2025	5,087.50
11611 - Woods Electrical Contractors, INC	WDELECF3S3-App 8	08-Electrical Contracting-FS#3 Renovations-Pay App 8	Paid by EFT # 68323		09/16/2025	09/16/2025	09/26/2025		09/26/2025	96,662.50
Account 54510 - Other Capital Outlays Totals								Invoice Transactions	6	\$496,906.21
Program 08FIR3 - Fire Station 3 Totals								Invoice Transactions	6	\$496,906.21
Department 06 - Controller's Office Totals								Invoice Transactions	6	\$496,906.21
Fund 4667 - Econ Dev LIT Bonds of 2022 Totals								Invoice Transactions	6	\$496,906.21
Fund 6604 - Sanitation										
Department 16 - Sanitation										
Program 160000 - Main										
Account 52110 - Office Supplies										
651 - Engraving & Stamp Center, INC	50645	16-Director Lazarus Sears signature stamp	Paid by EFT # 68145		09/16/2025	09/16/2025	09/26/2025		09/26/2025	34.50
Account 52110 - Office Supplies Totals								Invoice Transactions	1	\$34.50



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Fund 6604 - Sanitation										
Department 16 - Sanitation										
Program 160000 - Main										
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	377140	16-cleaner, hand soap, garden hose and rags for the shop	Paid by Check # 80600		09/16/2025	09/16/2025	09/26/2025		09/26/2025	128.89
8658 - Kleindorfer's Hardware LLC	39599	16-parts for the cart washer-o-rings	Paid by EFT # 68214		09/16/2025	09/16/2025	09/26/2025		09/26/2025	11.94
Account 52420 - Other Supplies Totals									Invoice Transactions 2	<u>\$140.83</u>
Account 52430 - Uniforms and Tools										
793 - Indiana Safety Company, INC	0335429-IN	16-safety gloves for employees	Paid by EFT # 68190		09/16/2025	09/16/2025	09/26/2025		09/26/2025	165.25
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 1	<u>\$165.25</u>
Account 53150 - Communications Contract										
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	519753	16-monthly radio fees - September 2025	Paid by EFT # 68143		09/16/2025	09/16/2025	09/26/2025		09/26/2025	706.05
Account 53150 - Communications Contract Totals									Invoice Transactions 1	<u>\$706.05</u>
Account 53210 - Telephone										
1079 - AT&T	849494015-090925	28-CH/off site fac-long distance chgs 09/09/2025-BAN #849494015	Paid by Check # 80583		09/17/2025	09/17/2025	09/17/2025		09/17/2025	.37
Account 53210 - Telephone Totals									Invoice Transactions 1	<u>\$0.37</u>
Account 53240 - Freight / Other										
793 - Indiana Safety Company, INC	0335429-IN	16-safety gloves for employees	Paid by EFT # 68190		09/16/2025	09/16/2025	09/26/2025		09/26/2025	15.81
Account 53240 - Freight / Other Totals									Invoice Transactions 1	<u>\$15.81</u>
Account 53410 - Liability / Casualty Premiums										
244 - Bloomington Ford, INC	2003735	16-repair to car Sanitation truck damaged-2019 KIA Forte LXS	Paid by EFT # 68093		09/16/2025	09/16/2025	09/26/2025		09/26/2025	3,236.78
Account 53410 - Liability / Casualty Premiums Totals									Invoice Transactions 1	<u>\$3,236.78</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	35661-0020825	16-Sanitation-water/sewer bill-August 2025	Paid by Check # 80585		09/17/2025	09/17/2025	09/17/2025		09/17/2025	198.47
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	<u>\$198.47</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12887449-2090925	16-Sanitation-gas bill 08/05/25-09/03/25	Paid by Check # 80588		09/17/2025	09/17/2025	09/17/2025		09/17/2025	50.03
Account 53540 - Natural Gas Totals									Invoice Transactions 1	<u>\$50.03</u>



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Fund 6604 - Sanitation										
Department 16 - Sanitation										
Program 160000 - Main										
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080195457	16-Mat Services - 08/13/2025	Paid by EFT # 68307		09/16/2025	09/16/2025	09/26/2025		09/26/2025	29.68
19171 - Vestis Group, INC (FKA Aramark)	4080197399	16-uniform rental (minus payroll ded)- 08/27/2025	Paid by EFT # 68307		09/16/2025	09/16/2025	09/26/2025		09/26/2025	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080198391	16-Mat Services - 09/03/2025	Paid by EFT # 68307		09/16/2025	09/16/2025	09/26/2025		09/26/2025	29.68
19171 - Vestis Group, INC (FKA Aramark)	4080198390	16-uniform rental (minus payroll ded)- 09/03/2025	Paid by EFT # 68307		09/16/2025	09/16/2025	09/26/2025		09/26/2025	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080197400	16-Mat Services - 08/27/2025	Paid by EFT # 68307		09/16/2025	09/16/2025	09/26/2025		09/26/2025	29.68
19171 - Vestis Group, INC (FKA Aramark)	4080195456	16-uniform rental (minus payroll ded)- 08/13/2025	Paid by EFT # 68307		09/16/2025	09/16/2025	09/26/2025		09/26/2025	6.48
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 6	\$108.48
Account 53950 - Landfill										
52226 - Hoosier Transfer Station-3140	3140-000024626	16-trash disposal fee- 8/16-8/30/25	Paid by EFT # 68177		09/16/2025	09/16/2025	09/26/2025		09/26/2025	14,160.37
52226 - Hoosier Transfer Station-3140	3140-000024635	16-recycling fees-8/18-8/28/2025	Paid by EFT # 68177		09/16/2025	09/16/2025	09/26/2025		09/26/2025	875.90
Account 53950 - Landfill Totals									Invoice Transactions 2	\$15,036.27
Program 160000 - Main Totals									Invoice Transactions 18	\$19,692.84
Department 16 - Sanitation Totals									Invoice Transactions 18	\$19,692.84
Fund 6604 - Sanitation Totals									Invoice Transactions 18	\$19,692.84
Fund 7006 - Health Insurance Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990 - Other Services and Charges										
18539 - Life Insurance Company Of North America	September 2025	12-LINA-September 2025-Bill Reference #103094_09/05/2025	Paid by EFT # 68218		09/16/2025	09/16/2025	09/26/2025		09/26/2025	4,192.50
9375 - WEX Health INC (Chard, Snyder & Associates)	172360	12- August 2025 Monthly Administrative Fees	Paid by EFT # 68316		09/16/2025	09/16/2025	09/26/2025		09/26/2025	1,489.40
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	\$5,681.90
Account 53990.1201 - Other Services and Charges Health Insurance										
9375 - WEX Health INC (Chard, Snyder & Associates)	091525Well	12- September 2025 Wellness Reimbursements	Paid by EFT # 68062		09/16/2025	09/16/2025	09/16/2025		09/16/2025	1,249.93



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Fund 7006 - Health Insurance Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1201 - Other Services and Charges Health Insurance										
9375 - WEX Health INC (Chard, Snyder & Associates)	091625HSA	12-HSA Employer Contributions 09/16/25	Paid by EFT # 68065		09/16/2025	09/16/2025	09/16/2025		09/16/2025	4,932.88
Account 53990.1201 - Other Services and Charges Health Insurance Totals									Invoice Transactions 2	\$6,182.81
Account 53990.1278 - Other Services and Charges Disability LTD										
18539 - Life Insurance Company Of North America	September 2025	12-LINA-September 2025-Bill Reference #103094_09/05/2025	Paid by EFT # 68218		09/16/2025	09/16/2025	09/26/2025		09/26/2025	13,923.38
Account 53990.1278 - Other Services and Charges Disability LTD Totals									Invoice Transactions 1	\$13,923.38
Program 120000 - Main Totals									Invoice Transactions 5	\$25,788.09
Department 12 - Human Resources Totals									Invoice Transactions 5	\$25,788.09
Fund 7006 - Health Insurance Trust Totals									Invoice Transactions 5	\$25,788.09
Fund 7008 - Insurance Voluntary Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1271 - Other Services and Charges Section 125 - URM- City										
9375 - WEX Health INC (Chard, Snyder & Associates)	091225daily	12-City URM	Paid by EFT # 68058		09/15/2025	09/15/2025	09/15/2025		09/15/2025	235.00
9375 - WEX Health INC (Chard, Snyder & Associates)	091425daily	12-City URM	Paid by EFT # 68059		09/15/2025	09/15/2025	09/15/2025		09/15/2025	44.24
9375 - WEX Health INC (Chard, Snyder & Associates)	091525daily	12-City URM	Paid by EFT # 68063		09/16/2025	09/16/2025	09/16/2025		09/16/2025	44.99
9375 - WEX Health INC (Chard, Snyder & Associates)	091625ChkReg	12-City URM	Paid by EFT # 68064		09/16/2025	09/16/2025	09/16/2025		09/16/2025	299.00
9375 - WEX Health INC (Chard, Snyder & Associates)	091725daily	12-City URM	Edit		09/18/2025	09/18/2025	09/18/2025			55.00
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals									Invoice Transactions 5	\$678.23
Account 53990.1273 - Other Services and Charges Term Life										
18539 - Life Insurance Company Of North America	September 2025	12-LINA-September 2025-Bill Reference #103094_09/05/2025	Paid by EFT # 68218		09/16/2025	09/16/2025	09/26/2025		09/26/2025	20,158.35
Account 53990.1273 - Other Services and Charges Term Life Totals									Invoice Transactions 1	\$20,158.35



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Fund 7008 - Insurance Voluntary Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1277 - Other Services and Charges Disability STD										
18539 - Life Insurance Company Of North America	September 2025	12-LINA-September 2025-Bill Reference #103094_09/05/2025	Paid by EFT # 68218		09/16/2025	09/16/2025	09/26/2025		09/26/2025	11,507.90
Account 53990.1277 - Other Services and Charges Disability STD Totals							Invoice Transactions 1			<u>\$11,507.90</u>
Program 120000 - Main Totals							Invoice Transactions 7			<u>\$32,344.48</u>
Department 12 - Human Resources Totals							Invoice Transactions 7			<u>\$32,344.48</u>
Fund 7008 - Insurance Voluntary Trust Totals							Invoice Transactions 7			<u>\$32,344.48</u>
Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52230 - Garage and Motor Supplies										
50605 - Bauer Built, INC	360156532	17 - 8 tires, 8 tire mounts & dismount, 8 valves replaced....	Paid by EFT # 68085		09/16/2025	09/16/2025	09/26/2025		09/26/2025	3,283.43
4693 - Monroe County Tire & Supply, INC	080091	17 - (2) carlisle turf 23x50 tires for 301	Paid by EFT # 68240		09/16/2025	09/16/2025	09/26/2025		09/26/2025	210.50
Account 52230 - Garage and Motor Supplies Totals							Invoice Transactions 2			<u>\$3,493.93</u>
Account 52240 - Fuel and Oil										
7854 - Premier AG CO-OP, INC (Premier Energy)	2200848	17-gas unleaded-Dillman-(1,000 gal)-8/28/25	Paid by EFT # 68259		09/16/2025	09/16/2025	09/26/2025		09/26/2025	2,990.00
7854 - Premier AG CO-OP, INC (Premier Energy)	2200849	17-off road diesel-Dillman-(2,000 gal)-8/28/25	Paid by EFT # 68259		09/16/2025	09/16/2025	09/26/2025		09/26/2025	6,238.00
7854 - Premier AG CO-OP, INC (Premier Energy)	2200802	17-Prem diesel clear ULS-Dillman Plant-(2,000 gal)-8/26/25	Paid by EFT # 68259		09/16/2025	09/16/2025	09/26/2025		09/26/2025	7,510.00
9353 - Yoder Oil, INC	INV-813113	17 - Handi clean for shop	Paid by EFT # 68325		09/16/2025	09/16/2025	09/26/2025		09/26/2025	203.42
Account 52240 - Fuel and Oil Totals							Invoice Transactions 4			<u>\$16,941.42</u>
Account 52320 - Motor Vehicle Repair										
1107 - Best Equipment Company, INC	SI230478	17 - Air Operated Diaphragm Pump for 508	Paid by EFT # 68087		09/16/2025	09/16/2025	09/26/2025		09/26/2025	2,115.65
244 - Bloomington Ford, INC	6243332	17 - #816 parts and labor to repair front hub bearing and sensor	Paid by EFT # 68093		09/16/2025	09/16/2025	09/26/2025		09/26/2025	709.78



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Invoice Date Range 09/13/25 - 09/26/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
244 - Bloomington Ford, INC	5087520	17 - Rear suspense Arm assembly for 1717	Paid by EFT # 68093		09/16/2025	09/16/2025	09/26/2025	09/26/2025		81.73
244 - Bloomington Ford, INC	5087519	17 - Exhaust Gas Valve for 262	Paid by EFT # 68093		09/16/2025	09/16/2025	09/26/2025	09/26/2025		96.11
941 - Central Indiana Truck Equipment Corporation	89792	17 - 3 micron replacements for inventory	Paid by EFT # 68110		09/16/2025	09/16/2025	09/26/2025	09/26/2025		133.01
941 - Central Indiana Truck Equipment Corporation	89793	17 - Air Solenoid Valve for inventory	Paid by EFT # 68110		09/16/2025	09/16/2025	09/26/2025	09/26/2025		63.12
941 - Central Indiana Truck Equipment Corporation	89720	17 - Clean Latch Pull Action Clamp for 962	Paid by EFT # 68110		09/16/2025	09/16/2025	09/26/2025	09/26/2025		180.44
941 - Central Indiana Truck Equipment Corporation	89687	17 - (3) Micron Element Filter for 964/inventory	Paid by EFT # 68110		09/16/2025	09/16/2025	09/26/2025	09/26/2025		432.57
594 - Curry Auto Center, INC	5121422	17 - SL-N-Hose for 574	Paid by EFT # 68129		09/16/2025	09/16/2025	09/26/2025	09/26/2025		97.67
51827 - Fire Service, INC	IN-21767	17 - master ignition switch, switch cap & solenoid for 394	Paid by EFT # 68154		09/16/2025	09/16/2025	09/26/2025	09/26/2025		438.85
51827 - Fire Service, INC	IN-21779	17 - tie rod assembly for 342	Paid by EFT # 68154		09/16/2025	09/16/2025	09/26/2025	09/26/2025		1,083.12
4992 - Fleetpride, INC	128293757	17 - #964 brake parts	Paid by Check # 80596		09/16/2025	09/16/2025	09/26/2025	09/26/2025		133.99
4992 - Fleetpride, INC	128332280	17 - #342 brake parts	Paid by Check # 80596		09/16/2025	09/16/2025	09/26/2025	09/26/2025		161.98
455 - Industrial Service & Supply, INC	88722	17 - clean & repack cylinder for 898	Paid by EFT # 68192		09/16/2025	09/16/2025	09/26/2025	09/26/2025		200.00
796 - Interstate Battery System of Bloomington, INC	2941389	17-Cable3/0, terminal & shrink batteries for 331	Paid by EFT # 68197		09/16/2025	09/16/2025	09/26/2025	09/26/2025		86.25
796 - Interstate Battery System of Bloomington, INC	500105998	17-31P-MHD, MT-36R, MTP-65HD & MTP-67R batteries	Paid by EFT # 68197		09/16/2025	09/16/2025	09/26/2025	09/26/2025		459.84
796 - Interstate Battery System of Bloomington, INC	401313012	17 - 31-mhd, MT-78, MTP-65HD, MTX-94R/H7, DRy0070 batteries	Paid by EFT # 68197		09/16/2025	09/16/2025	09/26/2025	09/26/2025		1,275.76
4439 - JX Enterprises, INC	27450228P	17 - upper water hose for 969	Paid by EFT # 68207		09/16/2025	09/16/2025	09/26/2025	09/26/2025		264.42
7308 - MacQueen Equipment, LLC	P34503	17 - #396 transducers	Paid by EFT # 68225		09/16/2025	09/16/2025	09/26/2025	09/26/2025		918.16



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Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
53385 - O'Reilly Automotive Stores, INC	1903-140932	17 - wheel seal for 869	Paid by Check # 80603		09/16/2025	09/16/2025	09/26/2025		09/26/2025	6.05
53385 - O'Reilly Automotive Stores, INC	1903-139652	17 - 2 wheel seals for 869	Paid by Check # 80603		09/16/2025	09/16/2025	09/26/2025		09/26/2025	7.51
53385 - O'Reilly Automotive Stores, INC	1903-139602	17 - clamp for 571	Paid by Check # 80603		09/16/2025	09/16/2025	09/26/2025		09/26/2025	10.13
53385 - O'Reilly Automotive Stores, INC	1903-139653	17 - 2 wheel bearings for 869	Paid by Check # 80603		09/16/2025	09/16/2025	09/26/2025		09/26/2025	17.56
53385 - O'Reilly Automotive Stores, INC	1903-139542	17 - spindle socket for 876	Paid by Check # 80603		09/16/2025	09/16/2025	09/26/2025		09/26/2025	23.99
53385 - O'Reilly Automotive Stores, INC	1903-139654	17 - megacrimp for inventory	Paid by Check # 80603		09/16/2025	09/16/2025	09/26/2025		09/26/2025	61.37
53385 - O'Reilly Automotive Stores, INC	1903-141165	17 - (4) bearing sets for 876	Paid by Check # 80603		09/16/2025	09/16/2025	09/26/2025		09/26/2025	179.48
53385 - O'Reilly Automotive Stores, INC	1903-140698	17 - Terminal Door Lock Actuator for 787	Paid by Check # 80603		09/16/2025	09/16/2025	09/26/2025		09/26/2025	404.88
4156 - Pyramid Equipment, INC	54696	17 - bolt for 969	Paid by EFT # 68261		09/16/2025	09/16/2025	09/26/2025		09/26/2025	27.33
4156 - Pyramid Equipment, INC	54696CM	17-Credit for freight on invoice 54696	Paid by EFT # 68261		09/16/2025	09/16/2025	09/26/2025		09/26/2025	(20.42)
476 - Southern Indiana Parts, INC (Napa Auto Parts)	PARTS-AUG 2025	17 - various parts/tools-August 2025	Paid by EFT # 68280		09/16/2025	09/16/2025	09/26/2025		09/26/2025	10,280.63
622 - Truck Country of Indiana, INC (Stoops Freightliner)	X301987366:01	17 - spring brake valve for 963	Paid by EFT # 68303		09/16/2025	09/16/2025	09/26/2025		09/26/2025	310.07
7555 - VoMac Truck Sales & Service INC	122459T	17 - hose for 961	Paid by EFT # 68310		09/16/2025	09/16/2025	09/26/2025		09/26/2025	24.03
7555 - VoMac Truck Sales & Service INC	122701T	17 - resistor for 962	Paid by EFT # 68310		09/16/2025	09/16/2025	09/26/2025		09/26/2025	33.31
7555 - VoMac Truck Sales & Service INC	122860T	17 - Coupler Quick Release Connect for inventory	Paid by EFT # 68310		09/16/2025	09/16/2025	09/26/2025		09/26/2025	69.10
7555 - VoMac Truck Sales & Service INC	122830T	17 - Sealing rings, Sealing stripes & o-ring for 961	Paid by EFT # 68310		09/16/2025	09/16/2025	09/26/2025		09/26/2025	94.41
7555 - VoMac Truck Sales & Service INC	122709T	17 - inlet hose for 961	Paid by EFT # 68310		09/16/2025	09/16/2025	09/26/2025		09/26/2025	109.13
7555 - VoMac Truck Sales & Service INC	123061T	17 - hose for 961	Paid by EFT # 68310		09/16/2025	09/16/2025	09/26/2025		09/26/2025	163.40
2096 - West Side Tractor Sales CO.	O17474	17 - #4561 parts and labor for 500 hour service	Paid by EFT # 68315		09/16/2025	09/16/2025	09/26/2025		09/26/2025	563.15



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Invoice Date Range 09/13/25 - 09/26/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
2096 - West Side Tractor Sales CO.	B60301	17 - 2 rubber track belts for 624	Paid by EFT # 68315		09/16/2025	09/16/2025	09/26/2025		09/26/2025	3,586.06
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NW6512	17 - 2 seals for 876	Paid by EFT # 68324		09/16/2025	09/16/2025	09/26/2025		09/26/2025	25.28
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NW6055	17 - spark plug assembly (6) for 574	Paid by EFT # 68324		09/16/2025	09/16/2025	09/26/2025		09/26/2025	53.94
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NW6152	17 - spark plug wire set for 574	Paid by EFT # 68324		09/16/2025	09/16/2025	09/26/2025		09/26/2025	70.53
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NW6115	17 - 2 brake repair kits for 629	Paid by EFT # 68324		09/16/2025	09/16/2025	09/26/2025		09/26/2025	844.78
Account 52320 - Motor Vehicle Repair Totals									Invoice Transactions 43	\$25,878.15
Account 52420 - Other Supplies										
8181 - Lawson Products, INC	9312689794	17 - Fully Insulated Female Quick Disconnect Terminals for shop	Paid by EFT # 68217		09/16/2025	09/16/2025	09/26/2025		09/26/2025	42.12
8181 - Lawson Products, INC	9312791943	17 - misc shop supplies mini-flap discs, flap bands, screws	Paid by EFT # 68217		09/16/2025	09/16/2025	09/26/2025		09/26/2025	536.64
6216 - Terminal Supply, INC	51986-00	17 - copper lugs, cryo-tech drill bit job & brass male connector	Paid by EFT # 68290		09/16/2025	09/16/2025	09/26/2025		09/26/2025	173.39
Account 52420 - Other Supplies Totals									Invoice Transactions 3	\$752.15
Account 53210 - Telephone										
1079 - AT&T	849494015-090925	28-CH/off site fac-long distance chgs 09/09/2025-BAN #849494015	Paid by Check # 80583		09/17/2025	09/17/2025	09/17/2025		09/17/2025	.71
Account 53210 - Telephone Totals									Invoice Transactions 1	\$0.71
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	10159-0020825	17-Fleet Maint-water/sewer bill-August 2025	Paid by Check # 80585		09/17/2025	09/17/2025	09/17/2025		09/17/2025	1,127.27
Account 53530 - Water and Sewer Totals									Invoice Transactions 1	\$1,127.27
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	13041931-0091125	17-Fleet Maint - gas bill 08/07/25-09/05/25	Paid by Check # 80588		09/17/2025	09/17/2025	09/17/2025		09/17/2025	57.00
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$57.00



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Invoice Date Range 09/13/25 - 09/26/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 53620 - Motor Repairs										
244 - Bloomington Ford, INC	6243332	17 - #816 parts and labor to repair front hub bearing and sensor	Paid by EFT # 68093		09/16/2025	09/16/2025	09/26/2025		09/26/2025	675.00
4474 - Ken's Westside Service & Towing, LLC	25-0902-106628	17-tow/hook fee-Unit 4861-9/2/25	Paid by EFT # 68209		09/16/2025	09/16/2025	09/26/2025		09/26/2025	325.00
4474 - Ken's Westside Service & Towing, LLC	25-0904-106703	17-Unit 1717-Unloaded & loaded mileage, tow/hook fee-9/4/25	Paid by EFT # 68209		09/16/2025	09/16/2025	09/26/2025		09/26/2025	381.50
2096 - West Side Tractor Sales CO.	017474	17 - #4561 parts and labor for 500 hour service	Paid by EFT # 68315		09/16/2025	09/16/2025	09/26/2025		09/26/2025	345.85
								Account 53620 - Motor Repairs Totals		
								Invoice Transactions	4	\$1,727.35
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080198385	17 -city portion of Uniform rentals - 9/3/2025	Paid by EFT # 68307		09/16/2025	09/16/2025	09/26/2025		09/26/2025	43.19
19171 - Vestis Group, INC (FKA Aramark)	4080197394	17 - City portion of uniform rentals - 8/27/2025	Paid by EFT # 68307		09/16/2025	09/16/2025	09/26/2025		09/26/2025	43.19
19171 - Vestis Group, INC (FKA Aramark)	4080197395	17 - mat rentals and shop towels- 8/27/2025	Paid by EFT # 68307		09/16/2025	09/16/2025	09/26/2025		09/26/2025	95.22
19171 - Vestis Group, INC (FKA Aramark)	4080198386	17 - mat rentals and shop towels- 9/3/2025	Paid by EFT # 68307		09/16/2025	09/16/2025	09/26/2025		09/26/2025	95.22
								Account 53920 - Laundry and Other Sanitation Services Totals		
								Invoice Transactions	4	\$276.82
								Program 170000 - Main Totals		
								Invoice Transactions	63	\$50,254.80
								Department 17 - Fleet Maintenance Totals		
								Invoice Transactions	63	\$50,254.80
								Fund 7702 - Fleet Maintenance Totals		
								Invoice Transactions	63	\$50,254.80
Fund 7704 - Self-Insurance										
Department 10 - Legal										
Program 100000 - Main										
Account 52430 - Uniforms and Tools										
8613 - Crane's Leather & Shoe Shop, INC	8477	10-Safety Shoes-A. Dishman 10.5 D 07/15/25	Paid by EFT # 68124		09/16/2025	09/16/2025	09/26/2025		09/26/2025	102.00
8613 - Crane's Leather & Shoe Shop, INC	8447	10-Safety Shoes-B Baker 8 M 06/27/25	Paid by EFT # 68124		09/16/2025	09/16/2025	09/26/2025		09/26/2025	115.50
8613 - Crane's Leather & Shoe Shop, INC	8238	10-Safety Shoes-A Enos 10.5 D 03/05/25	Paid by EFT # 68124		09/16/2025	09/16/2025	09/26/2025		09/26/2025	116.25
8613 - Crane's Leather & Shoe Shop, INC	8506	10-Safety Shoes-S Lintz 13 M 07/28/25	Paid by EFT # 68124		09/16/2025	09/16/2025	09/26/2025		09/26/2025	75.00



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Invoice Date Range 09/13/25 - 09/26/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 7704 - Self-Insurance										
Department 10 - Legal										
Program 100000 - Main										
Account 52430 - Uniforms and Tools										
8613 - Crane's Leather & Shoe Shop, INC	8448	10-Safety Shoes-K Liu 8 M 06/30/25	Paid by EFT # 68124		09/16/2025	09/16/2025	09/26/2025		09/26/2025	90.00
8613 - Crane's Leather & Shoe Shop, INC	8476-A	10-Safety Shoes-L Mysliwiec 9 M 08/09/25	Paid by EFT # 68124		09/16/2025	09/16/2025	09/26/2025		09/26/2025	125.00
1448 - Shoe Carnival, INC	SC1058930	10-Safety Shoes-O Dehner 9.5 07/31/25	Paid by EFT # 68275		09/16/2025	09/16/2025	09/26/2025		09/26/2025	125.00
1448 - Shoe Carnival, INC	SC1059081	10-Safety Shoes-H Smith 11 07/09/25	Paid by EFT # 68275		09/16/2025	09/16/2025	09/26/2025		09/26/2025	99.98
									Account 52430 - Uniforms and Tools Totals	Invoice Transactions 8
										<u>\$848.73</u>
Account 53130 - Medical										
8890 - Jonathon Lee Deckard	PHYS CDL-2025	10-reimburse CDL physical-8/25/25	Paid by EFT # 68134		09/16/2025	09/16/2025	09/26/2025		09/26/2025	110.00
6198 - Allan Russell Frye	PHYS CDL-2025	10-reimburse CDL physical-8/19/25	Paid by EFT # 68158		09/16/2025	09/16/2025	09/26/2025		09/26/2025	102.00
7108 - Philip T Paris	PHYS CDL-2025	10-reimburse CDL physical-8/21/25	Paid by EFT # 68251		09/16/2025	09/16/2025	09/26/2025		09/26/2025	110.00
8996 - Daniel R Polson	PHYS CDL-2025	10-reimburse CDL physical-8/27/25	Paid by EFT # 68258		09/16/2025	09/16/2025	09/26/2025		09/26/2025	110.00
									Account 53130 - Medical Totals	Invoice Transactions 4
										<u>\$432.00</u>
									Program 100000 - Main Totals	Invoice Transactions 12
										<u>\$1,280.73</u>
									Department 10 - Legal Totals	Invoice Transactions 12
										<u>\$1,280.73</u>
									Fund 7704 - Self-Insurance Totals	Invoice Transactions 12
										<u>\$1,280.73</u>
									Grand Totals	Invoice Transactions 350
										<u>\$3,173,754.85</u>

REGISTER OF CLAIMS
Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
09/26/25	Claims				\$3,173,754.85

\$3,173,754.85

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **\$3,173,754.85**

Dated this 23rd day of September 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 Office _____