

Board of Public Works Meeting

December 2, 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 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.

**MEETING
WORK SESSION AGENDA
BOARD OF PUBLIC WORKS
December 2, 2025**

A meeting of the Board of Public Works will be held **Tuesday, December 2, 2025, at 5:30pm.** in the Council Chambers (RM# 115) of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via Zoom by using the following link

<https://bloomington.zoom.us/j/86489279731?pwd=UDbVHoVmi8j9aPkaIFcVjyLYlkhJqd.1>

Meeting ID: 864 8927 9731

Passcode: 858401

I. OPENING OF BIDS - Opened at Work Session

1. 2nd Street Curb Ramps (Lincoln to Park)
2. Jefferson Street Sidewalk Project

II. MESSAGES FROM BOARD MEMBERS

III. APPEALS - Will be Heard at Meeting

1. Noise Appeal - 1015 W. Cottage Grove Avenue

IV. PETITIONS & REMONSTRANCES

V. CONSENT

1. Minutes September 9, 2025
2. Minutes September 23, 2025
3. Outdoor Lighting Service Agreement with Duke Energy for N. Eagleson Ave. between Law Lane and E. 10th Street
4. Resolution 2025-085 Honey Brew
5. Resolution 2025-086 Declaration of Fleet Surplus 2025
6. Memorandum of Understanding between Monroe County Health Department and the City of Bloomington Fire Department
7. Amendment 1 to Contract with 4U Lawn and Landscape
8. Service Agreement with PEI Maintenance for Upgrade of 3 Fuel Master FMUs to Fuel Master Live
9. Payroll

VI. NEW BUSINESS

1. Lane and Sidewalk Closure for Street Cut at Arlington Multi-Family Development
2. Lane and Sidewalk Closure on Indiana Avenue for Duke Energy
3. Sidewalk Closure on Woodburn Avenue for Service Solutions
4. Contract with CGR Services for Bus Stop Shelter Installation for ESD
5. Contract with Koorsen for Security Camera Replacement at Parking Garages
6. Contract with Zephyre for Parking Garages

7. **Contract with Strauser Construction for Sanitation Breakroom**
8. **Contract with E&B Paving for S. Walnut Street Paving Project**
9. **Contract with E&B Paving for S. Henderson Street Paving Project**
10. **Contract with E&B Paving for Downtown Alley Renovation Project**
11. **Contract with E&B Paving for Kirkwood Brick Paver Project**

VII. STAFF REPORTS & OTHER BUSINESS

VIII. APPROVAL OF CLAIMS

1. **Approve Claims**

IX. ADJOURNMENT

Members:

Kyla Cox Deckard, President	Appointed 01/02/2016 by the Mayor
Elizabeth Karon, Vice President	Appointed 01/05/2022 by the Mayor
James Roach, Secretary	Appointed 01/17/2024 by the Mayor

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

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Board of Public Works Staff Report

Project/Event: Noise Appeal – 1015 W. Cottage Grove
Citation Number: 40481
Representative(s): Enedina Kassamanian, Assistant City Attorney
Date: December 2, 2025
Re: Appeal of Noise Violation under Title 14 of the BMC
Location: 1015 W. Cottage Grove, Bloomington, IN, 47404

Attachments:

1. **Noise Citation issued on 10/31/2025**
2. **Request of Appeal**
3. **Notice of Meeting**

Report:

On October 31, 2025, shortly before midnight at 11:50 PM, Noise Citation 40481 was issued to Aylee Gomez, (“Ms. Gomez”) at 1015. W. Cottage Grove, Bloomington, Indiana 47404 by Officer Conner Dunn. Officer Dunn identified Ms. Gomez through ID and confirmed that it was her party and that she lived there. She admitted to her party getting out of control, and therefore Ms. Gomez was cited for the noise violation. Additionally, there was another weapons call that same night at the same property.

On November 7, 2025, Ms. Gomez requested an appeal.

A Notice of Meeting was sent to Ms. Gomez that the appeal would be heard at the December 2, 2025 Board of Public Works Meeting.

Facts:

1. BMC §14.09.010, states “It is declared to be the public policy of the city to prohibit unreasonable, unnecessary, excessive and offensive noise from all sources subject to its police power. Above certain levels noise is detrimental to the health, welfare, safety, comfort, and repose of the citizenry and in the public interest shall be systematically regulated and proscribed by the city.”

2. BMC § 14.09.030 makes it unlawful “for any person to cause or make any unreasonable noise or to allow any unreasonable noise to be caused or made in or on any real or personal property occupied or controlled by that person..”
3. Under our facts, in the written Appeal Ms. Gomez stated, “I am currently on crutches and have been for about a month due to a broken foot, which made it extremely difficult for me to move around my own house and manage the situation.” Ms. Gomez admitted to and allowed unreasonable noise to occur on her property in violation of BMC § 14.09.030 by failing to control the persons on her property despite her attempt to regain control of her party she was unsuccessful and the noise violation was properly issued.
4. On October 31, 2025, Bloomington Police Officer Conner Dunn was dispatched to the property located at 1015 W. Cottage Grove, Bloomington, Indiana (the “Property”) and issued a noise citation (the “citation”) in violation of BMC § 14.09.030. See (Noise Citation issued on 10/25/2025). Officer Dunn heard the noise emanating from the property.
5. The citation was issued to Ms. Gomez (the “Occupant”), the occupant who lived at the listed Property.
6. The noise that was created on the property did not fall within any enumerated exemption under BMC § 14.09.040.
7. The citation should be upheld pursuant to the above listed facts.

Staff Recommendation:

BPD recommends that the citation be upheld based on the following.



Appeal of Noise Citation to the Board of Public Works

City of Bloomington
Department of Public Works
401 North Morton Street, Suite 120
Phone (812)349-3410
Email: Public.Works@Bloomington.IN.gov

Please complete this form in its entirety. Use black or blue ink only and Print legibly. A copy of the Noise citation you were issued **MUST** be attached to this form. You are encouraged to attach all documents that you believe support your appeal. **All of these documents must be submitted within seven (7) days** after the Noise citation was issued. The Board of Public Works will primarily consider the written materials submitted, including: this appeal form, documents you provide, a statement from the police officer including any complaints made, and staff recommendations. In addition, on the date given below, you will have the opportunity to speak to the Board for two minutes. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit Court.

Name: Aylee Gomez Phone Number (317) 827-1538

Citation Number: 40481 Date on Noise Citation: Friday, October 31st 2025
(Located in the top right hand corner of the citation)

Local Address:
1015 W. Cottage Grove Ave
Bloomington, Indiana
47404

Permanent Address:
1015 W. Cottage Grove Ave
Bloomington, Indiana
47404

Today's Date: Friday, November 7th 2025

Reason for Appeal: I sincerely apologize for the noise and disturbance that occurred. I truly did not mean for things to get out of control that night. I am currently on crutches and have been for about a month due to a broken foot, which made it extremely difficult for me to move around my own house and manage the situation. I did not expect that many people to show up, and I did not even know the majority of them. As the crowd grew, it quickly became stressful and overwhelming to try to get everyone to leave. By the time the police arrived, I was already doing my best to clear people out. Being on crutches made it hard to act quickly, but I was genuinely trying to regain control. I have since learned that if something like this ever happens again, I will immediately contact the police once I notice things getting out of hand. I deeply regret that the situation reached that point and hope you can understand that I was in a very difficult position physically and situationally.

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Noise citation and received the date of To be scheduled
When the Board of Public Works will consider my appeal.

Aylee Gomez
Signature

11/07/25
Date

For use by Public Works:

Date Appeal Received: 11-7-2025 by e-mail Received By: Muanda Kae Beaver
Date Appeal Forwarded to Legal Department: 11-10-2025 - to Enequina Kassamanian
- to Myrick Williams

✓
 COUNTY OF MONROE
 CITY OF BLOOMINGTON
 ORDINANCE VIOLATION
 625-69984
 AM NO. 40481
~~625-69980~~

The undersigned having probable cause to believe and being duly sworn upon his/her oath says that on:

Day of Week FRI	Day 31	Month OCT	Year 2025	Time 11:35 PM
Last Name Gomez			First Ayala	MG
Street Address 1015 W Cottage Grove			D.O.B. 07/21/2004	
City Bloomington		State IN	Zip Code 47104	
Sex F	Race H	SSN/OLN 5410 03 8013		

DID COMMIT THE FOLLOWING OFFENSE:

18th vio
 \$50.00

OR

Excessive Loud Noise
 Residence Vehicle

Contrary to the BMC § 14-09-030
 at 1015 W Cottage Grove, Bloomington, IN.

Officer's Signature *[Signature]* I.D. No. 1609

City of Bloomington, Indiana
 Date 10/31/2025

Signature *[Signature]*

Your signature is not an admission of guilt.

SEE OTHER SIDE FOR ADDITIONAL INFORMATION



CAD Call: 23:50 10/31/2025 NOISE

When Reported: 23:50:23 10/31/2025 Address: 1015 W COTTAGE GROVE AVE BLOOMINGTON : Directions: Occurred between: 23:50:23 10/31/2025 and 23:50:35 10/31/2025 Contact: Phone:	Complainant Name: Address: Race: Sex: Phone: Birth Date:	Call ID: 251031481 Type: I Alarm #:
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Other Information:

Comments:

23:50:40 10/31/2025 - CASE D
 ProQA Case Cancelled: 8. Officer Initiated
 23:50:52 10/31/2025 - CASE D
 PEND 1609
 23:52:13 10/31/2025 - CASE D
 LINKED W/ WEAPONS
 23:52:22 10/31/2025 - DUNN C
 THANK YOU
 23:53:03 10/31/2025 - DUNN C
 NOISE CITE ON AYLEE GOMEZ AND PARTY SHUT DOWN. PROBABLY RELATED TO WEAPONS
 CALL.

Radio Logs:

When Reported	Unit	Ten Code	Agency	Zone	Logged By	Description
23:53:03 10/31/2025	1609	CE	BPD	LB5	DUNN C	(MDC) Completed call incid#=B25-69984 call=490I
23:51:40 10/31/2025	1609	AR	BPD	LB5	DUNN C	(MDC) Arrived on scene incid#=B25-69984 call=490I
23:51:39 10/31/2025	1609	ER	BPD	LB5	DUNN C	(MDC) Enroute to a call incid#=B25-69984 call=490I

Involvements:

1 - 1 of 1

All (1) [Law \(1\)](#)

Type	Date	Description	Relationship
▶ Law	10/31/2025	NOISE	* Initiating Call

Refresh Data



CAD Call: 23:21 10/31/2025 WEAPONS IP

When Reported: 23:21:37 10/31/2025 Address: N DIAMOND ST & W MORAVEC WAY BLOOMINGTON Intersection of: N DIAMOND ST & W COTTAGE GROVE AVE Directions: Occurred between: 23:21:37 10/31/2025 and 23:24:08 10/31/2025 Contact: ██████████ Phone: ██████████	Complainant Name: Address: Race: Sex: Phone: Birth Date:	Call ID: 251031470 Type: I Alarm #:
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Other Information:

Comments:

23:22:19 10/31/2025 - YATES N
 HEARD WAHT SOUNDED LIKE GUN SHOTS COMING FROM PARTY TO LEFT OF THIS RESIDENCE
 23:22:45 10/31/2025 - YATES N
 HEARD 2 GUNSHOTS AND THEN PEOPLE SCREAMING
 23:23:07 10/31/2025 - YATES N
 Chief Complaint: SHOTS FIRED (heard only) weapon
 Caller Statement: HEARD WHAT
 SOUNDED LIKE 2 GUN SHOTS COMING FROM A PARTY NEXT DOOR
 23:23:54 10/31/2025 - YATES N
 ProQA Code: 135C01
 Unit Response: .
 - This incident involves SHOTS FIRED (heard only).
 - This incident is in progress.
 - The caller's current location is: NEXT DOOR
 - The number of shots fired is: 2
 - The shots were coming from: LEFT OF THE RESIDENCE IF LOOKING AT THE FRONT OF THE HOUSE
 - The caller saw or heard something else: PEOPLE SCREAMING RIGHT AFTER
 - N/A
 23:24:45 10/31/2025 - SMITH EM - From: DUNN C
 2 MIN TIME DELAY WALKING UP ON FOOT HEARD GUNSHOTS AS WELL

 23:27:29 10/31/2025 - ZEISER T
 clring since 1609 is on scene and eveyone leaving
 23:28:45 10/31/2025 - SMITH EM - From: DUNN C
 WENT DOWN NEAR 11TH & DIAMOND WHERE THE SHOTS WERE THEN SHOT, NO INJURIES AND NO
 VEH DESCRIP FOR SUSP

 23:30:33 10/31/2025 - SMITH EM - From: DUNN C
 SOMEONE WITH A NOISE CITE BOOK

 23:30:43 10/31/2025 - SMITH EM - From: DUNN C
 1771 1015 COTTAGE GROVE FOR NOISE CITATION

 23:32:02 10/31/2025 - SMITH EM - From: DUNN C
 EDITED SHOOTING POSS OCCURED NEAR 11TH & DIAMOND, NO ONE CLAIMED THERE WERE SHOTS DIRECTLY AT PARTY
 23:34:33 10/31/2025 - SMITH EM - From: HEITINK G
 WLL BE CANVANSING BY VEH

 23:41:11 10/31/2025 - SMITH EM - From: MOXLEY J
 FOUND A CASING IN PARKLING LOT BY DIAMOND AND MOREVAC

 23:43:45 10/31/2025 - SMITH EM
 Address change from 1011 W COTTAGE GROVE AVE to 1015 W COTTAGE GROVE AVE
 23:44:35 10/31/2025 - DUNN C
 AYLEE GOMEZ RESIDENT AT 1015 W COTTAGE GROVE, RELATED PARTY. NOISE CITE PROVIDED WILL BE TURNED IN. PARTY FULLY SHUT DOWN.
 23:49:40 10/31/2025 - MOXLEY J

ER CODE 6 WITH EVIDENCE
 23:50:06 10/31/2025 - CASE D
 Address change from 1015 W COTTAGE GROVE AVE to N DIAMOND ST & W MORAVEC WAY
 23:51:35 10/31/2025 - DUNN C
 CASE
 23:51:58 10/31/2025 - CASE D
 LINKED W/ NOISE CALL
 00:06:37 11/01/2025 - BPD PATROL ROOM
 1790- 1 AGUILA 40 CAL S&W CASING BOOKED INTO EVIDENCE

State Returns: ☒ 23:44:11 10/31/2025 - DUNN C

Radio Logs: ☒

When Reported	Unit	Ten Code	Agency	Zone	Logged By	Description
00:06:46 11/01/2025	1790	CE	BPD	LB5	MOXLEY J	incid#=B25-69980 (App) CLEAR EVENT call=479I
00:05:48 11/01/2025	1838	CE	BPD	LB5	PEARSON M	(MDC) Completed call incid#=B25-69980 call=479I
23:56:19 10/31/2025	1790	C6	BPD	LB5	MOXLEY J	(MDC) Arrived on scene incid#=B25-69980 call=479I
23:51:36 10/31/2025	1609	CE	BPD	LB5	DUNN C	(MDC) Completed call incid#=B25-69980 call=479I
23:50:07 10/31/2025	1819	CE	BPD	LB5	BADE F	(MDC) Completed call incid#=B25-69980 call=479I
23:49:12 10/31/2025	1698	CE	BPD	LB5	HEITINK G	(MDC) Completed call incid#=B25-69980 call=479I
23:48:36 10/31/2025	1391	CE	BPD	LB5	FORSTON C	(MDC) Completed call incid#=B25-69980 call=479I
23:46:45 10/31/2025	1820	CE	BPD	LB5	EICKHOLTZ E	(MDC) Completed call incid#=B25-69980 call=479I
23:45:07 10/31/2025	1838	AR	BPD	LB5	PEARSON M	(MDC) Arrived on scene incid#=B25-69980 call=479I
23:44:00 10/31/2025	1609	DLINQ	BPD	BPD	DUNN C	MDC: name=GOMEZ, AYLEE dob=09/02/2004 sex=F
23:43:59 10/31/2025	1609	NMINQ	BPD	BPD	DUNN C	MDC: name=GOMEZ, AYLEE dob=09/02/2004 sex=F
23:43:54 10/31/2025	1609	DLINQ	BPD	BPD	DUNN C	MDC: name=GOMEZ, AYLEE
23:43:53 10/31/2025	1609	NMINQ	BPD	BPD	DUNN C	MDC: name=GOMEZ, AYLEE
23:42:57 10/31/2025	1838	ENRT	BPD	LB5	PEARSON M	(MDC) Assisting unit 1609 incid#=B25-69980 call=479I
23:42:34 10/31/2025	1771	CE	BPD	LB5	BIEKER J	(MDC) Completed call incid#=B25-69980 call=479I
23:39:44 10/31/2025	1788	CE	BPD	LB5	MORRIS S	(MDC) Completed call incid#=B25-69980 call=479I
23:39:37 10/31/2025	1838	CE	BPD	LB5	PEARSON M	(MDC) Completed call incid#=B25-69980 call=479I
23:39:09 10/31/2025	1505	CE	BPD	LB5	FOSNAUGH A	(MDC) Completed call incid#=B25-69980 call=479I
23:38:40 10/31/2025	1609	AR	BPD	LB5	SMITH EM	Assigned as Responsible Unit for call 251031470
23:38:18 10/31/2025	1788	ENRT	BPD	LB5	MORRIS S	(MDC) Assisting unit 1505 incid#=B25-69980 call=479I
23:35:59 10/31/2025	1820	AR	BPD	LB5	EICKHOLTZ E	(MDC) Arrived on scene incid#=B25-69980 call=479I
23:35:53 10/31/2025	1391	AR	BPD	LB5	FORSTON C	(MDC) Arrived on scene incid#=B25-69980 call=479I
23:35:42 10/31/2025	1790	AR	BPD	LB5	MOXLEY J	(MDC) Arrived on scene incid#=B25-69980 call=479I
23:34:25 10/31/2025	1698	AR	BPD	LB5	HEITINK G	(MDC) Arrived on scene incid#=B25-69980 call=479I
23:34:21 10/31/2025	1819	AR	BPD	LB5	BADE F	(MDC) Arrived on scene incid#=B25-69980 call=479I
23:33:27 10/31/2025	1838	AR	BPD	LB5	PEARSON M	(MDC) Arrived on scene incid#=B25-69980 call=479I
23:32:40 10/31/2025	1771	AR	BPD	LB5	BIEKER J	(MDC) Arrived on scene incid#=B25-69980 call=479I
23:32:19 10/31/2025	1391	ENRT	BPD	LB5	FORSTON C	(MDC) Assisting unit 1505 incid#=B25-69980 call=479I
23:30:17 10/31/2025	1505	AR	BPD	LB5	FOSNAUGH A	(MDC) Arrived on scene incid#=B25-69980 call=479I
23:29:55 10/31/2025	1771	ENRT	BPD	LB5	BIEKER J	(MDC) Assisting unit 1505 incid#=B25-69980 call=479I
23:29:48 10/31/2025	1790	ENRT	BPD	LB5	MOXLEY J	(MDC) Assisting unit 1505 incid#=B25-69980 call=479I
23:29:46 10/31/2025	1819	ENRT	BPD	LB5	BADE F	(MDC) Assisting unit 1505 incid#=B25-69980 call=479I
23:29:37 10/31/2025	1698	ENRT	BPD	LB5	HEITINK G	(MDC) Assisting unit 1505 incid#=B25-69980 call=479I
23:28:37 10/31/2025	1820	ENRT	BPD	LB5	EICKHOLTZ E	(MDC) Assisting unit 1505 incid#=B25-69980 call=479I
23:26:44 10/31/2025	5319	CE	MCSO	LB5	ZEISER T	(MDC) Completed call incid#=M25-25191 call=479I
23:26:30 10/31/2025	1838	ENRT	BPD	LB5	PEARSON M	(MDC) Assisting unit 1505 incid#=B25-69980 call=479I
23:25:15 10/31/2025	5319	ER	MCSO	LB5	LANTZ E	incid#=M25-25191 ENROUTE TO A CALL call=479I
23:23:59 10/31/2025	1609	AR	BPD	LB5	DUNN C	(MDC) Arrived on scene incid#=B25-69980 call=479I
23:23:58 10/31/2025	1609	ENRT	BPD	LB5	DUNN C	(MDC) Assisting unit 1505 incid#=B25-69980 call=479I
23:23:53 10/31/2025	1505	ER	BPD	LB5	FOSNAUGH A	(MDC) Enroute to a call incid#=B25-69980 call=479I

Involvements: ☒

1 - 2 of 2

All (2) [Law \(2\)](#)

Type	Date	Description	Relationship
▶ Law	10/31/2025	WEAPONS IP	* Initiating Call
Law	10/31/2025	WEAPONS IP	* Initiating Call

[Refresh Data]



November 10, 2025

Aylee Gomez
1015 W. Cottage Grove Ave.
Bloomington, IN 47404
317-827-1538

Dear Aylee Gomez,

The Board of Public Works received an appeal for Noise Citation 40481 issued by the Bloomington Police Department on Friday, October 31, 2025 at the residence of 1015 W. Cottage Grove Ave.

The Board of Public Works will hold a meeting on Tuesday, December 2, 2025 at 5:30 pm in the City Hall Council Chambers (Room 115); 401 N. Morton Street, Bloomington, Indiana 47404.

At this meeting, the Board will consider your appeal of Noise Citation #40481 and you will be given the opportunity to speak to the board members on your own behalf. In the event that you are unable to attend, you will be notified of the Board's decision. If you have any questions regarding the appeal process, please do not hesitate to contact the Board of Public Works liaison, Miranda Beaver, at 812-349-3411 or at miranda.beaver@bloomington.in.gov.

Sincerely,

Miranda Beaver
Board of Public Works Liaison

CC: Adam Wason, Director of Public Works
Officer Conner Dunn, Bloomington Police Department
Enedina Kassamanian, Assistant City Attorney

Join Zoom Meeting:

Meeting: <https://bloomington.zoom.us/j/86489279731?pwd=UDbVHoVmi8j9aPkaIFcVjyLYlkhJqd.1>

Meeting ID: 864 8927 9731 Passcode: 858401

MINUTES
BOARD OF PUBLIC WORKS
September 9, 2025

A Regular Meeting of the Board of Public Work was held **Tuesday September 9, 2025, at 5:30 p.m.** in the Council Chambers (RM# 115) of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via Zoom by using the following link

<https://bloomington.zoom.us/j/83570917118?pwd=nLUuV6xmWzWaCxnI8Atv4poBXrb8Vb.1>

Meeting ID: 835 7091 7118

Passcode: 550974

Members in Attendance:

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

Employees in Attendance:

Adam Wason, Public Works
Miranda Beaver, Public Works
Holly Warren, Economic & Sustainable Development
Jason Kerr, Engineering
Jeffrey Jackson, Economic & Sustainable Development

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS AND REMONSTRANCES

III. CONSENT AGENDA

- 1. Minutes June 18, 2025**
- 2. Resolution 2025-068 Hoosier Hoops on Kirkwood**
- 3. Resolution 2025-069 Jill Behrman 5K**
- 4. Memorandum of Understanding between the Redevelopment Commission, Board of Public Works and Red Cross**
- 5. Acceptance of ROW Dedication from Catalent**
- 6. Outdoor Lighting Service Agreement with Duke Energy for N. Adams Street between W. 7th Street and W. 10th Street**
- 7. Outdoor Lighting Service Agreement with Duke Energy for N. Monroe Street and Cottage Grove Avenue**
- 8. Outdoor Lighting Service Agreement with Duke Energy for N. Blair Avenue between W. 11th Street and Christian Center Drive**
- 9. Outdoor Lighting Service Agreement with Duke Energy for W. 6th Street between N. Ritter Street and the B-Line Trail**
- 10. Outdoor Lighting Service Agreement with Duke Energy for W. Patterson Drive between W. 2nd Street and W. 1st Street**
- 11. Contract with Park Mobile**
- 12. Resolution 2025-74 Wrapped in Love Public Art Installation**
- 13. Service Agreement with Pinsky Law for Drafting Standard Operating Guidelines for Bloomington Fire Department**
- 14. Payroll**

Wason asked that the Public Art Installation be moved to the New Business to go over some changes since yesterday. Karon made a motion to move Resolution 2025-74 Wrapped in Love Public Art Installation from the Consent agenda to New Business. Roach seconded. Cox Deckard called roll, all in favor, motion passed. Karon motioned to approve the Consent Agenda. Roach seconded.

Cox Deckard called roll, all in favor, motion passed.

IV. NEW BUSINESS

1. Resolution 2025-074 Wrapped in Love Public Art Installation

Holly Warren, Economic & Sustainable Development, presented Resolution 2025-074 Wrapped in Love Public Art Installation for approval. This is a program with Middle Way house that wraps trees in the public right-of-way with sweaters that have art designs on them. They also advertise their crisis hotline on a placard on each of the trees. Starting in 2023 the city began a partnership with wrapped in love because the city's policies aligned with the perspective of Middle Way house, that people deserve resources when they are in crisis. The global symbols on the sweaters and any language on the placards, becomes government speech. That speech is exempt from our art and right of way. There are four new designs this year. Legal has reviewed all those designs and deemed them permissible aligning with city policy for display. These sweaters will be reinstalled beginning on 09/15/2025 through 10/07/2025. There will be a ribbon cutting ceremony this year at Courtyard Square on 10/03/2025. All the sweaters will be up on trees through 01/15/2026. Karon made a motion to approve Resolution 2025-074 Wrapped in Love Public Art Installation. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

2. Change Order 6 for Winslow Rogers Resurfacing Project with Milestone Contractors, LP

Jason Kerr, Engineering, presented Change Order 6 for Winslow Rogers Resurfacing Project with Milestone Contractors, LP for approval. This project is a quality adjustment found back in mid-July. There was a rain event which caused some erosion issues within the corridor down at the roundabout at Winslow and Rogers. They were instructed to put in erosion control and matting around the roundabout on the inside area by a certain date. This adjustment brings the total contract to \$1,405,067.94. Roach asked if there were any long term changes that are needed to get the roundabout to drain differently or better. Kerr stated that with the fix it drains. There are some inlet protections in place until the stabilization and the matting for the vegetation to grow at least 70-75%. Then this will be removed and it will assist with the drainage. Karon motioned to approve Change Order 6 for Winslow Rogers Resurfacing Project with Milestone Contractors, LP. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

3. Change Order 7 for Winslow Rogers Resurfacing Project with Milestone Contractors, LP

Jason Kerr, Engineering, presented Change Order 7 for Winslow Rogers Resurfacing Project with Milestone Contractors, LP for approval. This adjustment takes place at Somerset Place, on the northwest corner, the new curb ramp and sidewalk grades require the installation of a curb to retain the existing hillside. This will help hold that bank back and it will keep any sediment from coming on to the new curb ramp. The curb will be approximately 28 linear foot of curb going in and adding three days to the overall contract duration. This change order 7 is an addition of \$3,531.33, which brings the total amount to \$1,409,399.27. Karon made a motion to approve Change Order 7 for Winslow Rogers Resurfacing Project with Milestone Contractors, LP. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

4. Micro Mobility Contract with Bird for Scooters

Jeffrey Jackson, Economic & Sustainable Development, presented Micro Mobility Contract with Bird for Scooters for approval. This an application to award Bird another annual license to operate in the City of Bloomington. Yesterday there was one question about the ratio of E-scooters to E-bikes. There's just a little over 58,000 trips on E-scooters. In the last year there have been just over 5,000 E-bike trips. About 9% are bike trips. This is information provided by Bird. Karon asked if there was a reason that this is titled Bird for Scooters and not Scooters and E-bikes. Jackson stated that Bird has a license for E-scooters and E-bikes. Karon asked if they approving the contract or the resolution. Jackson said the application they submitted has a signature page that bird signs and the resolution has a signature page for the Board of Public Works to sign. Adam Wason said the wording is what has been used in the past. Cox Deckard had talked a little bit about the discretion of the Department of Economic and Sustainable Development to work with the provider to adjust the number of deployed scooters. Based on their ridership, is there any plans or concerns about the ridership versus the number of vehicles in the contract language? The operator shall deploy 700 vehicles and the ratio is 455 E-scooters and 245 E-bikes. Is the usage coming in at what the City expects for that number on the fleet or is there a plan to adjust that? Jackson stated that Bird currently has 500 units deployed. They are going to add another 200 by October 1st to get to the required levels. If any of the usage falls below a certain threshold. The City could ask them to reduce those levels given the fact that less than two years ago we had over 1200 units out there with three providers. Wason stated that ESD gets

monthly reports on usage and information is exchanged. Adjustments can be made based on that information. The resolution is a title share mobility devices, so the agenda item is just worded as scooters, but does not affect the resolution. Staff will make sure to use micro mobility instead of just scooters in the future. Karon asked if there has been an increase or decreased in the number of U Reports or other complaints about accessibility with scooters being left on the sidewalks. Wason stated there has been a decrease in U Reports about micro mobility on the whole. Parking enforcement has issued over 350 fines since the begging of this year. Wason gave examples such as the corrals are being used, but fines are given when outside the corral. Wason said with being down to one vendor, this gives the City one contact to reach out to. When there were multiple vendors, it was more difficult to get infractions cleared up. Cox Deckard asked if the City feels satisfied with the level of safety information and safety events that Bird is hosting or disseminating along to the new riders. Jackson said safety requirements outlined in the package show events when requested, Bird schedules times to give away free helmets, demo rides and training for the E-bikes, E-scooters. The other part of having one vendor is that they are very responsive with new reports, meeting their safety requirements and obligations. Karon made a motion to approve Micro Mobility Contract with Bird for Scooters. Roach seconded. Cox Deckard called roll, all in flavor, motion passed.

V. STAFF REPORTS & OTHER BUSINESS
1. City Wide Fiber Project Repairs Update

Kyla Cox Deckard said that they got an update on citywide fiber yesterday. Repairs are being made at a quick pace with less reports.

VI. APPROVAL OF CLAIMS

Karon made a motion to approve the Claims in the amount of \$1,827,596.56 Roach seconded. Cox Deckard called roll, all in favor, motion passed.

VII. ADJOURNMENT

Cox Deckard called for adjournment at 5:50pm.

Accepted By:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

Date: _____ Attest to: _____

MINUTES
BOARD OF PUBLIC WORKS
September 23, 2025

A meeting of the Board of Public Works was held Tuesday, September 23, 2025, at 5:30pm in the Council Chambers (RM# 115) of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via Zoom by using the following link

<https://bloomington.zoom.us/j/83602843330?pwd=P1ogM6sIMWYXaxK2u22eUizpOVbkrG.1>

Meeting ID: 836 0284 3330

Passcode: 090886

Board Members Present:

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

City Employees Present:

Adam Wason, Public Works
Miranda Beaver, Public Works
David Hittle, Planning and Transportation
Maria McCormick, Engineering
Kyle Baugh, Engineering

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS AND REMONSTRANCES

III. CONSENT AGENDA

1. Updated Contract with Toole Design for the Rogers-Madison-Kinser Corridor Study
2. Resolution 2025-071 Mobile Vendor Los Reyes (dba Reyes Tacos) Truck 1
3. Resolution 2025-073 Mobile Vendor (dba Reyes Tacos) Truck 2
4. Outdoor Lighting Service Agreement with Duke Energy for W. 3rd St. between S. Buckner St. and S. Fairview St.
5. Outdoor Lighting Service Agreement with Duke Energy for W. Fountain Dr. and N. Adams St.
6. Outdoor Lighting Service Agreement with Duke Energy for S. Walker Street between W. 1st St. and W. 2nd St.
7. Outdoor Lighting Service Agreement with Duke Energy for W. 9th St. between N. Elm St. and N. Fairview St.
8. Outdoor Lighting Service Agreement with Duke Energy for W. 16th St. and N. Monroe St.
9. Approval of Payroll

Cox Deckard presented the consent agenda for questions or comments. Karon made a motion to approve the Consent Agenda. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

Adam Requested for item seven of New Business to be moved to the beginning of new business.

IV. NEW BUSINESS

7. Contract with American Structure Point for Planning

David Hittle, Planning and Transportation, presented a Contract with American Structure Point for Planning for approval. A contract was received from American Structure Point to conduct a six month plus study on Planning's development services review processes. This will be an over view of how Planning takes in and reviews permits, including anything that has to do with the development review processes. Planning has enlisted an engineering and planning firm that has worked all over the country and is accustomed to this kind of work. American Structure Point will help the City review and make improvements to our permit processes. American Structure Point will then assist the City for three months to assist with implementation. Roach asked if this contract was an internal only review or will there be opportunities for members of the public to comment on the process. Hittle stated during the process, there will an outreach specifically to the development community. Staff will host focus groups with engineers, surveyors, builders, developers and the people who are familiar with our process and the flaws that have been noticed. There will be a presentation in front of the Plan Commission at the beginning and the end which will of course be in a public hearing. The total cost of this contract is \$90,000. Karon made a motion to approve the Contract with American Structure Point for Planning. Roach seconded. Cox Deckard called roll, all in favor, motion is passed.

1. Acceptance of Public Improvement Bond – Baxter Village

Maria McCormick, Engineering, presented Acceptance of Public Improvement Bond – Baxter Village for approval. The petitioner is requesting acceptance of 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, sidewalk and tree plot landscaping. The amount of this bond is \$1,357,600. Karon made a motion to approve Acceptance of Public Improvement Bond – Baxter Village. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

2. Approve Lane and Sidewalk Closures and Fee Waiver for Duke Energy on W. 2nd St.

Kyle Baugh, presented Lane and Sidewalk Closures and Fee Waiver for Duke Energy on W. 2nd St. for approval. 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. to Rogers St. This request is to accommodate for electrical maintenance and installation of new facilities. The traffic control would be in place from November 3, 2025 to December 12, 2025. Duke Energy has supplied maintenance of traffic plans for all work. As part of this permit release, they have been asked to notify all the affected adjacent property owners as well as Bloomington Transit and Emergency Services. MCCSC will be notified via IN-ROADS system. Kyla Cox Deckard stated that the fee waiver was talked about a little bit in the work session. Cox Deckard asked if this request is related to a City project. Baugh said yes and this is very standard. Karon made a motion to approve Lane and Sidewalk Closures and Fee Waiver for Duke Energy on W. 2nd St. Roach seconded. Cox Deckard, called roll, all in favor, motion passed.

3. Addendum to Contract with Weddle Brothers for City Hall Renovations

Adam Wason, Public Works, presented an Addendum to Contract with Weddle Brothers for City Hall Renovations for approval. During the course of renovations, changes were needed to adjust the scope of the project. Weddle Brother's disassembled cubicles, assisted in moving, and re-assembling for \$2,666.00, additional painting in Legal Department of \$2,300.00, additional electrical work in Legal Department of \$5,308.00 and installing additional fire alarm devices in HR of \$1,486.00. 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. Karon made a motion to approve Addendum to Contract with Weddle Brothers for City Hall Renovations. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

4. Change Order 1 to Contract with Woods Electric for Fire Station 3 Renovations

Adam Wason, Public Works, presented an Amendment to Contract with Woods Electric for Fire Station 3 Renovations. This contract amendment is to extend the contract dates for the renovation of Fire Station 3. This amendment will extend the contract date for two weeks and three days. Delays were encountered in obtaining proper building permits and establishing a new electrical service. These delays were outside of the contractor's control. This date has passed, but Staff wanted the contract to reflect to correct dates. This amendment extends the substantial completion date to September 12, 2025. Karon made a motion to approve Amendment to Contract with Woods Electric for Fire Station 3 Renovations. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

5. Change Order 1 to Contract with Building Associates for Fire Station 3 Renovations

Adam Wason, Public Works, presented an Amendment to Contract with Building Associates for Fire Station 3 Renovations for approval. 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 two weeks and three 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 Staff wanted the contracts to reflect the correct dates. This contract amendment extends the substantial completion date to September 12, 2025. Karon made a motion to approve Amendment to Contract with Building Associates for Fire Station 3 Renovations. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

6. Change Order 1 to Contract with Commercial Services for Fire Station 3 Renovations

Adam Wason, Public Works, presented an Amendment to Contract with Commercial Services for Fire Stations 3 Renovations for approval. 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 two weeks and three 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 Staff wanted the contracts to reflect to correct dates. This contract

amendment extends the substantial completion to September 12, 2025. Miranda Beaver stated that yesterday as discussed in the work session, the staff reports still say amendment, but since we are signing the change order and not an actual amendment created by the City, they were titled differently to be read into the record as a change order. Karon made a motion to approve Change Order 1 to Contract with Commercial Services for Fire Station 3 Renovations. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

V. STAFF REPORTS & OTHER BUSINESS

Bid Opening Correction – BPW Meeting September 22, 2025 – Downtown Paving Projects

Adam Wason stated there was couple discrepancies identified with the Bid Opening for Downtown Paving Projects. The total bid amount recorded was incorrect including unit pricing items that were not part of the lump sum scope of the project. It resulted in some inflated bid totals. This document and report corrects that official reading. The correct amount for E&B Paving LLC for the downtown paving project would be \$425,250.00 with the unit pricing removed. For Milestone Contractors the correct bid is \$572,857.50 with the unit pricing removed. Staff let the bidders know of this and will ensure consistency with the bid documents which specifies a lump-sum format.

Wason reported it was a record weekend in Bloomington. It was a big day at the stadium with the Illinois vs. Indiana football game. Extra Public Works Staff came in to help with different things and the large crowds. There are several more big weekends coming ahead. A couple away games, Homecoming on October 18th, are upcoming large attendance events, so Staff are working with our partners over in athletics at the University to make sure all the experiences are the best they can be. On October 2nd there is a big event downtown on Kirkwood with IU Athletics for the men’s and women’s basketball seasons kicking off. This event will be similar to Hoosier Hysteria. Site plans have been reviewed further with our Public Safety partners. There will be a staff level closure of Dunn Street for the duration of the event and a few hours leading up to and after the event. With safety in mind, multiple agency City Staff decided to close Dunn. There will be a detour at 7th in either direction, a soft closure at 6th with barricades, closure with bollards on Dunn during the event and after for tear down. Karon asked if this closure would be south of Kirkwood. Wason stated yes it would be between 6th and 4th. The alleys will accommodate some deliveries, but will restrict any traffic on Dunn. Karon asked if there were specific times. Wason said they the goal is to try and have the office crew staff out by 5:00. That’s why the soft closure, to keep the access to the alley open behind the Von Lee. Drivers should be able to get out and head north on Indiana.

Wason said there were crews on site for the railing project near the convention center after being rained out yesterday. There was a product delay, but everything has been delivered and work has been started. The ramp should be accessible to the public in the next few weeks. The Walnut Street garage elevator should be fully functional and the Morton Street garage elevator should be coming back online in the next few weeks. There have been a lot of delays with our contractor

VI. APPROVAL OF CLAIMS

\$3,173,754.85

Karon made a motion to approve the Claims in the amount of \$3,173,754.85. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

VII. ADJOURNMENT

Accepted By:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

Date: _____ Attest to: _____



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: December 2, 2025

Department of Public Works (DPW) received Outdoor Lighting Service Agreements for street lighting. In order to facilitate the Monroe County 922 Replacement Project, 3 existing Cobrahead street lights will be replaced with 3 new LED Roadway street lights after the completion of the projects.

All of the street lights will be leased through Duke Energy with the City paying for the ongoing monthly costs and Duke will be providing the maintenance services. All of the monthly costs for street lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

1. **Location: N Eagleson Ave between Law Ln and E 10th St**
Fixtures & Poles: Three (3) 70W LED Traditional fixtures mounted on new aluminum poles
Estimated Monthly Charge: \$167.94



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham
FROM: Cheyenne Bowlen
DATE: November 18, 2025
RE: Outdoor Lighting Service Agreement with Duke Energy for N Eagleson Ave between Law Ln and E 10th 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>	1/1/2047
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-1053
Due Date For Signature:	November 18, 2025
Expiration Date of Contract:	1/1/2037
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	Mo. Costs \$167.94
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

Location: N Eagleson Ave between Law Ln and E 10th St
Fixtures & Poles: Three (3) 70W LED Traditional fixtures mounted on new aluminum poles
Estimated Monthly Charge: \$167.94

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: \$167.94 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)

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

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

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

Asset Clerk

Street Division

Print/Type Name

Print/Type Title

Department



INDIANA LIGHTING SERVICE AGREEMENT

Customer Information:
CITY OF BLOOMINGTON
CHEYENNE.BOWLEN@BLOOMINGTON.IN.GOV

Project Information:
CITY OF BLOOMINGTON LIGHT
BLOOMINGTON Indiana 47401-2433

Account Number:

Installation Number:
7011321808

Work Order Number:
59547680

Duke Energy Representative Contact Info:
Craig Barker

This Lighting Service Agreement is hereby entered into this 6th day of October, 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 (INEO_XLEF) 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 <u>Craig Barker</u>	Date Signed <u>10/6/2025</u>

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



INEO XLEF - Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment	Maintenance	Energy	Unit Total	Sub-Total
I	3	Light Bracket Side Mount Mast Arm Aluminum 4ft long 30i	\$4.90	\$0.00	\$0.00	\$4.90	\$14.70
I	3	Light Fixture Roadway LED 70W Gray Type III 3000K	\$3.43	\$2.31	\$2.43	\$8.17	\$24.51
I	3	Light Pole Direct Buried Aluminum 39ft long Brushed Alu	\$18.55	\$0.00	\$0.00	\$18.55	\$55.65
I	36	Total Monthly Wire Charge for 10ft 6ALDX UG Bore with C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Subtotal Based On Quantity:	\$80.64	\$6.93	\$7.29		
Estimated Monthly Charge							\$94.86

*Tariff riders and applicable taxes are not included, which may cause the amounts to fluctuate.

Additional Monthly Charges				
Service Required	Quantity Required	Description	Unit Price	Sub-Total
I	36	Total Monthly Wire Charge for 10ft 6ALDX UG Bore with C : Total Monthly Wire Charge for 10ft 6ALDX UG Bore with Conduit DEMIN59547680	\$73.08	\$73.08
Estimated Change to Additional Monthly Charge Total <i>excludes any applicable taxes, franchise fees or customer charge</i>				\$73.08

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

<p>**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE</p> <p>Impact Watts = the energy used by the lamp watts plus ballast watts.</p>	
<p>a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.</p> <p>c. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).</p>	<p>b. Annual kWh divided by twelve (12) months equals monthly kWh.</p> <p>d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.</p>

LIGHTING LAYOUT DESIGN DISCLAIMER

<p><i>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.</i></p>

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

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 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.
- 7.3 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 of 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, cobra head, 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.

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



10/6/25

Work Order Number

59547680

Job Plan Number

LGTSTR

Job Site Address

CITY OF BLOOMINGTON,
BLOOMINGTON, IN, 47401-2433,
USA

Designer

Craig Jacob Barker

Designer Phone

317-452-3743

Customer Name

CITY OF BLOOMINGTON

Customer Phone

812-327-3340

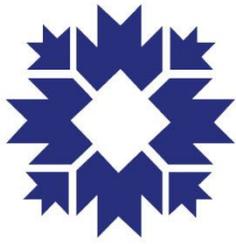
Circuit Id

Primary Voltage

Upstream Protective Devices

Permits





**CITY OF
BLOOMINGTON**
ECONOMIC AND SUSTAINABLE DEVELOPMENT

Project/Event: Mobile Vendor in Right of Way
PW Resolution No: 2025-085
Petitioner/Representative: Amber Roell, Owner of Honey Brew, LLC
Staff Representative: Susan Coates
Meeting Date: 12/02/2025

Honey Brew, LLC, by its owner, Amber Roell, 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 hot & cold beverages via a mobile kitchen, food truck or trailer.

This application is for 1 year.

Staff is supportive of the request.

RESOLUTION 2025-085
CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
Mobile Vendor in Public Right of Way
HONEY BREW, LLC

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

WHEREAS, Honey Brew, LLC (“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 hot & cold beverages 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 hot & cold beverages via a mobile kitchen, food truck or trailer for 1 year beginning 12/3/2025, and ending on 12/3/2026.
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 2nd DAY OF DECEMBER, 2025.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-085 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Signed by:

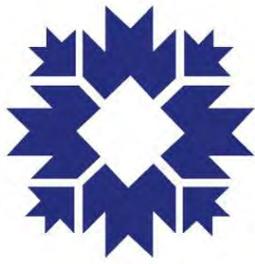
Amber Roell

A7065F5F88234AA...

Amber Roell

Date: 11/19/2025

RESOLUTION 2025-085



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Business License Cover Sheet

Business Name	Honey Brew, LLC
License Type	Mobile Vendor License
Contact	Amber Roell
Phone	812-227-0461
Email	honeybrewcoffeeandco@gmail.com
BPW Resolution No (if applicable)	2025-085
Issue Date of License	12/3/2025
Expiration Date of License	6/3/2026
Scanned?	<input checked="" type="checkbox"/>
Renewal Date for License	6/3/2026
Department Head	Jane Kupersmith
Record Destruction Date	6/3/2029
License #	BL2025-000012
Document Digital Filing Location	G: ESD Shared: >SMALL BUSINESS DEVELOPMENT > LICENSING > LICENSES > Mobile Vendor > Businesses



City of Bloomington
Economic and Sustainable
Development (ESD)
bloomington.in.gov

401 N Morton ST Suite 150
Bloomington IN 47404

Phone: (812) 349-3418
esd@bloomington.in.gov

License #: BL2025-000012
Application Date: 10/30/2025

Application For Mobile Vendor License To The Board of Public Works

Applicant, Owner

Amber Roell
8428 E Ash Road
Bloomfield IN 47424

Business Name: Honey Brew LLC

DBA:

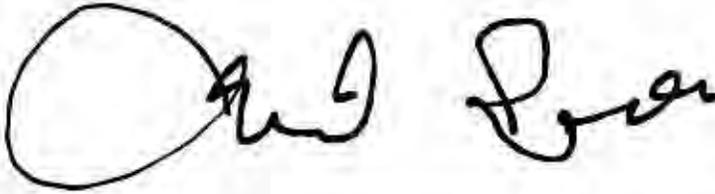
Overview

License Classification:	Mobile Vendor
Products to be Sold:	Mobile Coffee Trailer
License Length:	6 Months - \$200
Planned hours of operation:	40
Place or places where you will conduct business (If private property, attach written permission from property owner):	The Dillon, Beauty Bar Salon, Kirkwood, The Farmers Market
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?:	No
(If Yes) Provide details:	

The digital signature below was captured in the Enterprise & Permitting Licensing online software during the mobile vendor application process. It signifies the agreement to the following documents/statements:

- The Release of Liability where 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.
- The Prohibited Location Agreement.
- The Standards of Conduct Agreement.

Amber Roell
October, 30 2025



A handwritten signature in black ink, appearing to read "Amber Roell". The signature is written in a cursive style with a large initial "A" and "R".



INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
		10/28/2025	10/21/2025	28 - GREENE	N	25	609H193	QP	3		N		
EXPIRATION DATE	MUNICIPALITY			VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER			TYPE	COLOR		
9/28/2026	NONE OF THE ABOVE			1975	ASM	NA	041499			TR	TAN/		
CURRENT YEAR TAX	VEH EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/EX TAX	MUN. WHEEL/EX TAX	STATE REG FEE	ADMIN FEE	TOTAL				
	8.00	0.00	0.00	8.00	10.00	0.00	16.35	0.00	34.35				
PRIOR YEAR TAX	VEH EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/EX TAX	MUN. WHEEL/EX TAX	STATE REG FEE	ADMIN FEE	TOTAL				
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
REGISTRATION LICENSE TYPE GENERAL TRAILER NEW FORMAT 3,000													

AMBER LEA ROELL
8428 E ASH RD
BLOOMFIELD, IN 47424-5769

C
SD

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 USA

DRIVER'S LICENSE

bmv.IN.gov
JOE B. HOAGE, COMMISSIONER

4d DLN **0130-90-2423**

4b EXP **04/15/2031**

1 **ROELL**
2 **AMBER LEA**

8 **8428 E ASH RD**
BLOOMFIELD, IN 47424

9 **CLASS NONE** 9a **END NONE**

12 **RES B**

15 **SEX F** 16 **HGT 5'-02"** 17 **WGT 150 lb**

18 **EYES BLU** 19 **HAIR BLN**

3 **DOB 04/15/1987** 4a **ISS 09/04/2024**

5 **DD 09042431300045**

DONOR ♥



04/15/87

313 *Amber Lea Roell*





STATE OF INDIANA

Mike Braun, Governor

Kevin M. Garvey, Commissioner
Bureau of Motor Vehicles
100 North Senate Avenue
Indianapolis, Indiana 46204

Certification of Driver's Record

For: AMBER LEA ROELL
DOB: 04/15/1987
STATUS: VALID as of 10/27/2025
NUMBER of DOCUMENTS: 1

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

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 27th of October, 2025.

Rebekah Erwin, Director of Driver Records





STATE OF INDIANA

BUREAU OF MOTOR VEHICLES

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

Mike Braun, Governor

Kevin M. Garvey, Commissioner

Indiana Official Driver Record

As of 10/27/2025 2:15 pm

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

AMBER LEA ROELL
8428 E ASH RD
BLOOMFIELD, IN 47424-5769

License number: 0130-90-2423
License type: DRIVERS
License expires: 04/15/2031
License status: VALID
SR22: Not needed

Birth date: 04/15/1987 Gender: FEMALE

Current points: 2
Social Security #:

Physical Description: Height: 5'2" Weight: 112lbs Hair color: BLOND Eye color: BLUE Donor: T

Endorsements: None

Pending Endorsements: None

Restrictions: CORRECTIVE LENSES

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)

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

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points)

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
05/09/2024	2[*]	SPEEDING	04/02/2024	KENTUCKY / KY KY02424-T-01554			No	No
05/05/2021	6	DISREGARD TRAFFIC CONTROL DEVICE	03/31/2021	MONROE CIRCUIT #6 / 53C062104IF000857			No	No
12/16/2013	2	SPEEDING 70/55	09/19/2013	JACKSON SUPERIOR 1 / 36D011309IF002979			No	No
08/07/2013	2	SPEEDING 55/40	07/11/2013	MONROE CIRCUIT #3 / 53C031307IF006089			No	No
11/10/2011	2	SPEEDING 65/55	09/11/2011	MONROE CIRCUIT #3 / 53C031109IF007403			No	No
02/23/2005	0	SEAT BELT VIOLATION	02/06/2005	MONROE CIRCUIT #6 / 53C060502IF01407			No	No

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
9	09/04/2024	8428 E ASH RD	BLOOMFIELD	IN	47424-5769
8	07/30/2019	11484 E STATE ROAD 58	BLOOMFIELD	IN	47424-5702
7	05/11/2019	11484 E STATE ROAD 58	BLOOMFIELD	IN	47424-5702
6	12/29/2015	1404 W 17TH ST	BLOOMINGTON	IN	47404-3026
5	09/08/2015	1404 W 17TH ST	BLOOMINGTON	IN	47404-3026
4	05/16/2012	7703 S KETCHAM RD	BLOOMINGTON	IN	47403-8868
3	11/02/2011	7703 S KETCHAM RD	BLOOMINGTON	IN	47403-8868
1	06/25/2003	1404 W 17TH ST	BLOOMINGTON	IN	47404-3026

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
9	09/04/2024	8428 E ASH RD	BLOOMFIELD	IN	47424-5769
8	07/30/2019	11484 E STATE ROAD 58	BLOOMFIELD	IN	47424-5702
7	05/11/2019	11484 E STATE ROAD 58	BLOOMFIELD	IN	47424-5702
6	12/29/2015	1404 W 17TH ST	BLOOMINGTON	IN	47404-3026
5	09/08/2015	1404 W 17TH ST	BLOOMINGTON	IN	47404-3026
4	05/16/2012	7703 S KETCHAM RD	BLOOMINGTON	IN	47403-8868
2	11/02/2011	1404 W 17TH ST	BLOOMINGTON	IN	47404-3026
1	06/25/2003	1404 W 17TH ST	BLOOMINGTON	IN	47404-3026

Credential Issuance

Interim Credential Issue Date: 5/23/2025, Expiration Date: 6/22/2025, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 26223413

Issue Date: 05/23/2025, Amend License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 04/15/2031

Interim Credential Issue Date: 9/4/2024, Expiration Date: 10/4/2024, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 24667642

Issue Date: 09/04/2024, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 04/15/2031

Interim Credential Issue Date: 7/30/2019, Expiration Date: 8/29/2019, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 15040746

Issue Date: 07/30/2019, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 04/15/2024

Interim Credential Issue Date: 5/11/2019, Expiration Date: 6/10/2019, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 14592168

Issue Date: 05/11/2019, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 04/15/2024

Issue Date: 08/05/2018, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 04/15/2024

Interim Credential Issue Date: 12/29/2015, Expiration Date: 1/28/2016, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 8310801

Issue Date: 12/29/2015, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 04/15/2018

Interim Credential Issue Date: 5/16/2012, Expiration Date: 6/15/2012, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 2814867

Issue Date: 05/16/2012, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 04/15/2018

Interim Credential Issue Date: 11/2/2011, Expiration Date: 12/2/2011, Reason: AMEND DL W/ CARD, IN-STATE, Control #: 2012330

Issue Date: 11/02/2011, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 04/15/2012

Issue Date: 04/16/2008, Renew License, DRIVERS (4 YR), Endorsements: None, Restrictions: None, Expiration Date: 04/15/2012

Issue Date: 02/08/2007, Duplicate License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 04/15/2008

Issue Date: 07/22/2005, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 04/15/2008

Issue Date: 06/25/2003, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 04/15/2008

Issue Date: 06/26/2002, Issue Driver's Ed, DRIVER EDUCATION, Endorsements: None, Restrictions: None, Expiration Date: 07/31/2003

Remarks

Remark Date:03/13/2014 Driver Safety Program (DSP) completed on 3/12/2014 12:00:00 AM for 4 points

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Elite Auto
INSPECTOR'S NAME Mike Harris INSPECTOR'S PHONE # 812 653 6343
DATE OF INSPECTION 10/24/25
NAME OF VENDOR Harry Brew
VEHICLE YEAR 2023 MAKE KIA MODEL Sorento EX
VIN KNDRHDLG0P5184243

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	/	—	—
FLASHERS	/	—	—
REFLECTORS	/	—	—
HORN	/	—	—
WINDSHIELD WIPERS	/	—	—
MIRRORS	/	—	—
SEATBELTS	/	—	—
BUMPER HEIGHT	/	—	Front 13" Rear 17"
ALL WINDOWS	/	—	Tinted
MUFFLER	/	—	—
TIRES	/	—	—
BRAKES	/	—	—
DOORS	/	—	—
GENERAL CONDITION OF VEHICLE	/	—	—

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
MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Elite Auto
 INSPECTOR'S NAME Andy Brown INSPECTOR'S PHONE # 812-714-8035
 DATE OF INSPECTION 11-10-25
 NAME OF VENDOR Honey Brew
 VEHICLE YEAR 1975 MAKE ASM MODEL N/A
 VIN 04199

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	/	_____	_____
FLASHERS	/	_____	_____
REFLECTORS	/	_____	_____
HORN	N/A	_____	_____
WINDSHIELD WIPERS	N/A	_____	_____
MIRRORS	N/A	_____	_____
SEATBELTS	N/A	_____	_____
BUMPER HEIGHT	/	_____	9"
ALL WINDOWS	N/A	_____	_____
MUFFLER	N/A	_____	_____
TIRES	/	_____	_____
BRAKES	/	_____	_____
DOORS	/	_____	_____
GENERAL CONDITION OF VEHICLE	/	_____	_____

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 _____

[Handwritten Signature]

Date: _____

10/10/25

**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

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

**Certificate of Organization
of
HONEY BREW LLC**

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

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, October 06, 2025.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, October 07, 2025.

Diego Morales

DIEGO MORALES
SECRETARY OF STATE

202510061932547 / 11032172

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

ARTICLES OF ORGANIZATION

Formed pursuant to the provisions of the Indiana Code.

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 202510061932547
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME HONEY BREW LLC
PRINCIPAL OFFICE ADDRESS 8428 E ash road, Bloomfield, IN, 47424, USA

ARTICLE II - REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Individual
NAME Amber Roell
ADDRESS 8428 e ash road, Bloomfield, IN, 47424, USA
SERVICE OF PROCESS EMAIL sandandstonestore@gmail.com

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

ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

PERIOD OF DURATION Perpetual
EFFECTIVE DATE 10/06/2025
EFFECTIVE TIME 08:52AM

ARTICLE IV - GOVERNING PERSON INFORMATION

TITLE Member
NAME Amber Roell
ADDRESS 8428 e ash road, Bloomfield, IN, 47424, USA

MANAGEMENT INFORMATION

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

APPROVED AND FILED
DIEGO MORALES
INDIANA SECRETARY OF STATE
10/07/2025 09:27 AM

SIGNATURE

THE SIGNATOR(S) REPRESENTS THAT THE REGISTERED AGENT NAMED IN THE APPLICATION HAS CONSENTED TO THE APPOINTMENT OF REGISTERED AGENT.

THE UNDERSIGNED, DESIRING TO FORM A LIMITED LIABILITY COMPANY PURSUANT TO THE PROVISIONS OF THE INDIANA BUSINESS FLEXIBILITY ACT EXECUTES THESE ARTICLES OF ORGANIZATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **October 6, 2025**.

THE UNDERSIGNED ACKNOWLEDGES THAT A PERSON COMMITS A CLASS A MISDEMEANOR BY SIGNING A DOCUMENT THAT THE PERSON KNOWS IS FALSE IN A MATERIAL RESPECT WITH THE INTENT THAT THE DOCUMENT BE DELIVERED TO THE SECRETARY OF STATE FOR FILING.

SIGNATURE

Amber Roell

TITLE

Member

Business ID : 202510061932547
Filing No : 11032172



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 10-27-2025

Employer Identification Number:
39-5101704

Form: SS-4

Number of this notice: CP 575 G

Honey Brew LLC
Amber Lea Roell SOLE MBR
% Amber Lea Roell SOLE MBR
8428 E ash rd
bloomfield, IN 47424

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 39-5101704. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

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

IMPORTANT REMINDERS:

- Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- Refer to this EIN on your tax-related correspondence and documents.
- Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is HONE. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.



Bloomington Fire Department

PO Box 100
Bloomington IN 47402
812-332-9763

Mayor Kerry Thomson

Fire Chief Roger Kerr

Temporary Food Vendor

Fire Permit

Permit Number
BFD-2025-0000117

Effective Date Range
11/12/2025 - 11/12/2026

Expiration Date
11/12/2026

Business Name
Honey brew LLC

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

Amber Ayers
Business Owner

--

Wildheart.photo.co@gmail.com

Permit Signatures

Inspector Permit Signature

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

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

Inspection Report



City of Bloomington Fire Department

PO Box 100
Bloomington Indiana 47402
812-332-9763

Mayor Kerry Thomson

Fire Chief Roger Kerr

Current Date	Inspected by	Next Inspection Date	Inspection Number
11/12/2025	Yutmeyer, Jeff	11/12/2026	BFD-2025-0004869

Business Name	Address	City	State	Zip
Honey brew LLC	2361 W RAPPEL AVE	BLOOMINGTON	IN	47404
		Suite		
		8428 E Ash Road Bloomfield, IN		

Fire Inspection Results

No fire code violations found.

Thank You

On 11/12/2025 the Honey brew LLC was inspected by Bloomington Fire Department and no deficiencies were found.

Inspection Signatures

Occupancy Contact Signature

Unable to sign:

Not Present

Amber Ayers
Business Owner
Wildheart.photo.co@gmail.com

Inspector Signature

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

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



Mobile Food Establishment License

Monroe County Health Department

This is to certify that:

Honey Brew

Amber Roell

2361 W Rappel Ave

Bloomington, IN 47404

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



Issued:

10/6/2025

By

Sarah Rytelband MD
Monroe County Health Officer

2025

NON-NEGOTIABLE AND NOT TRANSFERABLE

PERMIT EXPIRES FEBRUARY 28, 2026

StateFoodSafety
Food Safety Training & Certification™



Certificate of Completion

Awarded to

Amber Roell

For successfully completing

Food Safety Manager Training

22433h-ka78ehh

Certificate Verification Number

Sep 11, 2025

Issue Date (valid for 5 years)

John Comly
CEO, StateFoodSafety
711 Timpanogos Pkwy, Orem, UT



Scan with a smart device to verify.

⚠ CAUTION! This training certificate is not the Food Manager Certification.

You have completed the Food Safety Manager Training. If you are required to get the Food Manager Certification and only purchased the Food Safety Manager Training, you can purchase the exam and schedule a proctored session at statefoodsafety.com/fsm. If your area has a Demonstration of Knowledge requirement, check with your health department for any additional steps you need to take beyond completing this training.

This training certificate meets "Demonstration of Knowledge" requirements.

If your health department has a Demonstration of Knowledge requirement, it's likely that your workplace will be inspected by the health department at least once. Be sure to keep a copy of this certificate (above) on file to show the health inspector that you have received comprehensive food safety training and are prepared to effectively lead and train your staff in safe food handling procedures.



Board of Public Works Staff Report

Project/Event:	Resolution 2025-086 Fleet Surplus 2025
Staff Representative:	Keith Sharp, Fleet Maintenance Division
Date of Event:	December 2, 2025
Date of Board Meeting:	December 2, 2025

Report:

The City of Bloomington Fleet Maintenance Division is in possession of vehicles and equipment that have reached the end of their life cycle. Fleet wishes to sell the surplus property retaining value using an internet auction and/or destroy worthless items. Indiana Codes 5-22-22-4.5 and 5-22-22-8 permits the City to declare items of surplus for disposal, sale or destruction. Attached to this packet submission are surplus sheets that list the items for sale and their estimated value. Fleet staff requests the approval of this resolution.

RESOLUTION 2025 - 086
TO DESIGNATE SURPLUS PROPERTY FOR TRANSFER

WHEREAS, the City of Bloomington, Department of Public Works, Fleet Maintenance Division, is in possession of vehicles and equipment that have reached the end of their lifecycles; and

WHEREAS, the Fleet Maintenance Division wishes to sell the surplus property using an Internet auction site; and

WHEREAS, Indiana Code § 5-22-22-4.5 permits the City of Bloomington to declare the property surplus for purposes of disposal and to sell the surplus property at an Internet auction site; and

WHEREAS, Indiana Code § 5-22-22-8 permits the City of Bloomington to declare certain property worthless and therefore be demolished or junked if the property's value is less than its estimated costs of sale and transfer.

NOW, THEREFORE, be it hereby resolved by the City of Bloomington Board of Public Works that:

1. The City of Bloomington property described in Exhibits A and B is hereby declared surplus.
2. Any property indicated to have "No Value" is considered "worthless" under I.C. § 5-22-22-8, and will be demolished or junked accordingly.
3. Any property on Exhibits A or B that has a dollar value shall be sold either to another City department (as indicated on the Exhibit) or via an Internet auction site within one year of this Resolution being signed by the City of Bloomington Board of Public Works.

SO PASSED AND ADOPTED this 2nd day of December 2025, by the City of Bloomington, Board of Public Works.

Kyla Cox Deckard, President



EXHIBIT A

City of Bloomington Disposal / Surplus / Trade In Form

DEPT: Department of Public Works/Fleet Maintenance Division

LOCATION: 800 E. Miller Dr.

DEPT. HEAD Adam Wasson / Cory Snider

Please note: per State Statute IC 5-22-22-6 - If the property is one (1) item with an estimated value of \$1,000, or more than one (1) item with an estimated value of less than \$5,000, we can sell the property without public notice. If these two thresholds are exceeded, notice of sale must be given by publication of the time, place, and terms of the sale at least 15 days before the date of the sale.

PAGE NO. 1 of 1

DATE: 11/25/2025

PHONE: 812-349-3494

EMAIL: sharpk@bloomington.in.gov

	DESCRIPTION (List Make, Model, and Year)	QTY	DECLARATION REASON (works, needs repair, not repairable, etc)	SERIAL /VIN NO.	COB ASSET # Capital Asset # assigned by OOTC	DEPT. ASSET #	DISPOSITION REQUESTED (Please check one)	NAME OF VENDOR/PERSON OR COMPANY THE ITEM WAS SURPLUSED OR TRADED TO	ESTIMATED VALUE	SURPLUS DATE
1.	Street Dept 2013 Falcon RME Hot Patch Machine	1	End of Life (EOL) Resale	1FTFS2B68BEC36616		493	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	Govdeals.com	\$2,000.00	09/23/25
2.	Street Dept 2007 Solar-Tech Messsage board	1	End of Life (EOL) Resale	4GMIM091470583		4007	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	Govdeals.com	\$100.00	09/23/25
3.	Street Dept 1997 DIETZ TRACOM TRAFFIC SAFETY SIGNAL	1	End of Life (EOL) Resale	565		450	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	Govdeals.com	\$100.00	09/23/25
4.	Street Dept 2011 FORD F550 SINGLE AXLE DUMP TRUCK	1	End of Life (EOL) Resale	1FDUF5GT8BEA75298		496	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	Govdeals.com	\$3,000.00	09/23/25
5.	Street Dept 2006 Sterling L7500 Single Axle V box Truck with Snow Plow	1	End of Life (EOL) Resale	2FZAATDCX6AW05716		4461	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	Govdeals.com	\$4,000.00	09/23/25
6.	Street Dept 1999 Old Dominion Brush Leaf Collection Machine	1	End of Life (EOL) Resale	499 2642		480	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	Govdeals.com	\$2,000.00	09/23/25
7.	Street Dept 2001 Old Dominion Brush Leaf Collection Machine	1	End of Life (EOL) Resale	1013103		481	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	Govdeals.com	\$2,200.00	09/23/25
8.	Street Dept 2005 Old Dominion Brush Leaf Collection Machine	1	End of Life (EOL) Resale	1105-4281		482	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	Govdeals.com	\$2,600.00	09/23/25
9.	Street Dept 2006 Old Dominion Brush Leaf Collection Machine	1	End of Life (EOL) Resale	0806-4281		498	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	Govdeals.com	\$2,700.00	09/23/25
10.	Street Dept 2008 Old Domion Brush Leaf Collection Machine	1	End of Life (EOL) Resale	0308-5041		4811	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	Govdeals.com	\$2,900.00	09/23/25
11.	Street Dept 2004 Old Dominion Brush Leaf Collection Machine	1	End of Life (EOL) Resale	1043863		4821	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	Govdeals.com	\$2,500.00	09/23/25
12.	Street Dept 2010 Old Dominion Brush Leaf Collection Machine	1	End of Life (EOL) Resale	1Z9PS2427AR168016		4881	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	Govdeals.com	\$3,100.00	09/23/25
13.	Street Dept 2000 Volvo Tri-axle Dump Truck	1	End of Life (EOL) Resale	AV5JC2GF3YN871314		4741	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	Govdeals.com	\$6,000.00	09/23/25
14.	Street Dept 2018 Roadlazer Paint Stripe Machine 25M703	1	Does not fulfill the departments needs	I18A25M703000118	21856		<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	Govdeals.com	\$3,000.00	09/23/25
23.							<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
24.							<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
25.							<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
26.							<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
27.							<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			

28						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
29						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
30						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
31						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
32						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
33						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
34						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			



EXHIBIT B

City of Bloomington Disposal / Surplus / Trade In Form

DEPT: PUBLIC WORKS/FLEET MAINTENANCE
 LOCATION: 800 E. MILLER DR.

PAGE NO. 1 of 1
 DATE: 11/25/2025
 PHONE: 812 349 3494
 EMAIL: sharpk@bloomington.in.gov

DEPT. HEAD / E ADAM WASON / CORY SNIDER

Please note: per State Statute IC 5-22-22-6 - If the property is one (1) item with an estimated value of \$1,000, or more than one (1) item with an estimated value of less than \$5,000, we can sell the property without public notice. If these two thresholds are exceeded, notice of sale must be given by publication of the time, place, and terms of the sale at least 15 days before the date of the sale.

	DESCRIPTION (List Make, Model, and Year)	QTY	DECLARATION REASON (works, needs repair, not repairable, etc)	SERIAL /VIN NO.	COB ASSET # Capital Asset # assigned by OOTC	DEPT. ASSET #	DISPOSITION REQUESTED (Please check one)	NAME OF VENDOR/PERSON OR COMPANY THE ITEM WAS SURPLUSED OR TRADED TO	ESTIMATED VALUE	SURPLUS DATE
1.	Hand 2010 DODGE DAKOTA PICK UP	1	FIRE DAMAGE	1D7CW3BK2AS177222	21445	220	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GOVDEALS.COM	\$1,000.00	
2.	Public Works 2015 CHEVY COLORADO PICK UP	1	END OF SERVICE LIFE	1GCHTAEAF1188524		291	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GOVDEALS.COM	\$6,500.00	
3.	Parking/ Meter 2008 FORD ESCAPE SUV	1	END OF SERVICE LIFE	1FMCU59H98KD48365	21366	801	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GOVDEALS.COM	\$4,500.00	
4.	Fleet OIL FILTER CRUSHER AIRBOY (SHOP EQUIPMENT)	1	END OF SERVICE LIFE	3182		NA	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GOVDEALS.COM	\$100.00	
5.	Fleet WEAVER ENGINE HOIST (SHOP EQUIPMENT)	1	END OF SERVICE LIFE	WC 104	6591	NA	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GOVDEALS.COM	\$50.00	
6.	Fleet HYDRAULIC PRESS OTC 1833 (SHOP EQUIPMENT)	1	END OF SERVICE LIFE	2303 AQAT		NA	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GOVDEALS.COM	\$1,000.00	
7.	Fleet LINCOLN WELDER IDEALARC 250 (SHOP EQUIPMENT)	1	END OF SERVICE LIFE	IDEALARC 250	6699	NA	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GOVDEALS.COM	\$100.00	
8.	Fleet PRESSURE WASHER (SHOP EQUIPMENT)	1	END OF SERVICE LIFE	NA	7794	NA	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GOVDEALS.COM	\$50.00	
9.	Fleet SNAP ON MOBIL SERVICE CART (SHOP EQUIPMENT)	1	NO LONGER USED	NA		NA	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GOVDEALS.COM	\$50.00	
10.	Fleet TRANSMISSION JACK (SHOP EQUIPMENT) NAPA	1	END OF SERVICE LIFE	791-7160 A		NA	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GOVDEALS.COM	\$100.00	
11.	Fleet TWIN POST CAR LIFT RP10111000 (SHOP EQUIPMENT)	1	END OF SERVICE LIFE	UUU0810007		NA	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GOVDEALS.COM	\$100.00	
12.	Fleet PLASMA CUTTER. METAL CUTTING MACHINE THERMAL DYNAMICS (SHOP EQUIPMENT)	1	END OF SERVICE LIFE	04603247 / CUTMASTER 101		NA	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GOVDEALS.COM	\$100.00	
13.	Fleet LINCOLN WELDANPOWER 225 G7GAS POWERED PORTABLE WELDER (SHOP EQUIPMENT)	1	UPGRADED	A1157904	7796	NA	<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input checked="" type="checkbox"/> Transfer <input type="checkbox"/> Dispose	UTILITIES	\$100.00	
14.	Parks HOMEMADE UNIDENTIFIABLE TRAILER (Parks surplus declaration 10/15/24)	1	END OF SERVICE LIFE	NA		NA	<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	SCRAP JB SALVAGE	NO VALUE	
15.	Parks CANOE (Parks surplus declaration 9/12/24)	1	DAMAGED / LEAKS	NA		5	<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	SCRAP JB SALVAGE	NO VALUE	
16.	Parks 2001 GMC C3500 PICKUP	1	END OF SERVICE LIFE	1GTJ33191F183477	20925	811	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GOVDEALS.COM	\$3,500.00	
17.	Parks 2005 OLYMPIA SKATING RINK ICE RESURFACING MACHINE (Parks surplus declaration 12/12/24)	1	END OF SERVICE LIFE	RM050188205E	21262	889	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GOVDEALS.COM	\$8,000.00	
18.	Sanitation PARKAN BLUE TRASH HAULER	1	END OF SERVICE LIFE	ORD31-06YD		NA	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GOVDEALS.COM	\$500.00	
19.	Street 1996 JERRY JAMES UTILITY TRAILER	1	END OF SERVICE LIFE	4BXUN1219TS000231		478	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GOVDEALS.COM	\$500.00	

20.	Street	1995 MONROE EQUIPMENT TRAILER	1	END OF SERVICE LIFE	1M9UE1622SB085008		492	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GOVDEALS.COM	\$1,500.00	
21.	Street	1 LOT MISC HYD COMONENTS PARTS FROM A REFURBISHING JOB	1	OBSOLETE	NA		NA	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GOVDEALS.COM	\$100.00	
22.	Street	1 LOT (3) USED STREET SWEEPER BROOMS USED PARTS	1	END OF SERVICE LIFE	NA		NA	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GOVDEALS.COM	\$50.00	
28								<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
29								<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
30								<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
31								<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
32								<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
33								<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
34								<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			



Board of Public Works

Staff Report

Project/Event: Fire Department and Health Department MOU

Petitioner/Representative: Max Litwin, Deputy Chief

Staff Representative: Max Litwin, Deputy Chief

Date: 11-25-2025

Report:

This MOU allows the Monroe County Health Department to distribute blood pressure monitors to patients that could benefit from them via the Bloomington Fire Department, specifically through the Mobile Integrated Health (MIH) division.



CONTRACT COVER MEMORANDUM

TO: Enedina Kassamanian, Assistant City Attorney
FROM: Max Litwin, Deputy Fire Chief
DATE: 11-25-2025
RE: Health Department MOU

Contract Recipient/Vendor Name:	Monroe County Health Department
Department Head Initials of Approval:	<i>ML</i>
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Max Litwin
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Enedina Kassamanian
Record Destruction Date: <i>(Legal to fill in)</i>	2040
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-1026
Due Date For Signature:	ASAP
Expiration Date of Contract:	12-31-2028
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$0
Funding Source:	N/A
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A

Summary of Contract:

This MOU allows the Monroe County Health Department to distribute blood pressure monitors to patients that could benefit from them via the Bloomington Fire Department, specifically through the Mobile Integrated Health (MIH) division.

MEMORANDUM OF UNDERSTANDING - Blood Pressure Monitor Distribution

This Memorandum of Understanding (MOU) is made and entered into by and between Monroe County, Indiana, acting by the through the Board of Commissioners of the County of Monroe, Indiana, and the Monroe County Health Department (collectively, County) and City of Bloomington Fire Department (Facility).

WHEREAS:

1. The Health Department has a supply of blood pressure monitors available for distribution.
2. The Facility serves patients who may benefit from access to a blood pressure monitor for at-home use.
3. The Health Department and Facility seek to collaborate to improve community health by providing blood pressure monitors to patients in need, while also collecting non-identifiable patient information to assess the impact of this initiative and remain in compliance with Health First Indiana legislation.

NOW, THEREFORE, the parties agree as follows:

1. Responsibilities of the Health Department

The Health Department agrees to:

- Provide blood pressure monitors to the Facility at no cost, based on availability.
- Supply educational materials as needed regarding proper blood pressure monitoring and maintenance.
- Provide acceptable documentation list and client forms required for Health First Indiana compliance.
- Ensure that any data shared by the Facility with the Health Department remains non-identifiable and complies with applicable privacy laws and regulations.

2. Responsibilities of the Facility

The Facility agrees to:

- Distribute blood pressure monitors to patients who meet the eligibility criteria set by the Health Department and the Health First Indiana legislation.
- Collect and report non-identifiable patient information, including:
 - Zip code of the recipient
 - Age range of the recipient
 - Reason for receiving a blood pressure monitor (e.g., diagnosed hypertension/hypotension, track treatment effectiveness, lack of access to a monitor at home, preventive care, other health conditions, etc.)

- Provide the collected data to the Health Department on a schedule agreed upon by both parties.
- Collects information required by Health First Indiana legislation on clients receiving a blood pressure monitor.
- Ensure that patient confidentiality is maintained, and no personally identifiable information (PII) is shared.

3. Term and Termination

The term of this Agreement shall be from the date executed by the parties, below, and shall terminate on 12-31-2028. This Agreement may be extended by the parties if done so mutually and in writing and approved in the same manner as this Agreement. Either party may terminate this Agreement by giving written notice to the other parties at least thirty (30) days in advance of the intended date of termination.

4. Indemnity

Facility assumes all risks and responsibilities for accidents, injuries or damages to person(s) or property related to performance pursuant to this Agreement and agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Agreement, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.

5. Non-discrimination

In the performance of work under this contract, it is agreed that Facility, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

Facility shall comply with all federal, state, and local laws and regulations. Facility has been made aware of Monroe County's policy on non-discrimination and agrees to comply with the policy. In addition, Facility has been made aware of the Monroe County's policy prohibiting harassment in all regards, including, but not limited to, employment practices. Facility agrees to make the Commissioners aware of any conduct which may violate any County policy including, but not limited to, the policies prohibiting discrimination and harassment.

6. Compliance with Law

Facility shall comply with all State of Indiana and Monroe County applicable laws and regulations, including the County's policy prohibiting harassment. Facility shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Facility's noncompliance. *If required by law*, Facility will comply with IC 22-5-1.7 et seq. Specifically including the following:

- Facility to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program.
- Facility is not required to verify the work eligibility status of all newly hired employees through the E-Verify program, if the E-Verify program no longer exists.
- Facility must sign an affidavit affirming that Facility does not knowingly employ an unauthorized alien.

IC 16-46-10-3 (f) Funds may only be used for Indiana residents who are lawfully present in the United States.

Local Health Departments may not use Health First Indiana funds for individuals who (1) do not have legal Indiana residency, and (2) are not lawfully present in the United States.

7. General Provisions

- This MOU does not create any financial obligation for either party.
- Both parties agree to act in good faith and work collaboratively to achieve the objectives outlined herein.
- Any modifications to this MOU must be agreed upon in writing by both parties.

Authorized Signatures:

The County

City of Bloomington

Kyla Cox Deckard, BPW President

Max Litwin, Asst. Fire Chief

Staff Report

To: Board of Public Works

From: Jo Stong, HAND and Taylor Brown, Assistant City Attorney

Date: December 2, 2025

Re: Amendment to Abatement Contract for 4 U Lawn & Landscape Increasing NTE Amount

Attachments:

1. Invoice from 4 U Lawn & Landscape
2. Photograph(s) of the property abated
3. Invoice from the Landfill
4. Amendment to the Contract (proposed)

Facts:

1. On or about April 9, 2024, the City of Bloomington entered into a contract with 4 U Lawn & Landscape for abatement services.
2. On or about August 25, 2025, the City received an invoice for a property abatement of a homeless encampment clean-up that exceeds the not-to-exceed (“NTE”) amount of the previously approved contract.
3. Concerning the project, Chris Underwood stated the following:
 - a. “For reference we had nine 30 yard roll offs removed (270 cubic yards of trash), four 8 yd single axle dump truck loads, and numerous additional bags we removed and placed in our own dumpster at our shop. In total we had over 65 tons of trash removed for the project and \$7,902.91 in disposal fees. This project lasted roughly 8 weeks. We had 2 pieces of equipment/tractors on the project and multiply laborers. We worked as efficiently and as fast as we could to get the project done. It's by far the largest single property clean up we've done in the last 10 plus years we've been with HAND and the city. I've attached the invoice for the city, our invoice from K&S Roll off that shows the amount of charges we had for the roll offs, and listed the dates and charges we had at Hoosier Disposal/Republic Services transfer station. Also attached are photos that I took of the project. I believe Kenny has video of the property before we started showing just how bad it was.”

Staff Recommendation:

Staff recommends that the Amendment be approved.



CONTRACT COVER MEMORANDUM

TO: Jessica McClellan, Controller
FROM: Taylor Brown, City
DATE: December 2, 2025
RE: First Amendment to Abatement Contract 24-227

Contract Recipient/Vendor Name:	4 U Lawn & Landscape
Department Head Initials of Approval:	(AKH Returns 12/1)
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Jo Stong
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Taylor Brown
Record Destruction Date: <i>(Legal to fill in)</i>	12/16/2035
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-1059
Due Date For Signature:	ASAP
Expiration Date of Contract:	March 25, 2026
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	NTE \$25,000
Funding Source:	408151500053990
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Contract Compliance Certification Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: Amendment to NTE Amount for Abatement Services

**FIRST AMENDMENT TO AGREEMENT FOR ABATEMENT SERVICES BETWEEN
CITY OF BLOOMINGTON HOUSING AND NEIGHBORHOOD DEVELOPMENT
DEPARTMENT AND
4 U LAWN & LANDSCAPE**

THIS FIRST AMENDMENT is executed by and between the City of Bloomington, Indiana, Housing and Neighborhood Development Department through the Board of Public Works (hereinafter referred to as "City"), and **4 U Lawn & Landscape**, (hereinafter referred to as the "CONTRACTOR") (collectively the "Parties").

WHEREAS, the City and Contractor entered into an Agreement for Services on or about April 9, 2024, for Abatement Services, (hereinafter referred to as the "Original Agreement"); and

WHEREAS, the annual need for abatement services are greater than anticipated and the Parties now wish to increase the not to exceed amount per year by an additional \$15,000.00 dollars for a new not to exceed amount of \$25,000.00 dollars per year.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree to amend the Original Agreement as follows:

- I. Paragraph 1 shall be amended to reflect that compensation shall now be in an amount not to exceed \$25,000.00.**
- II.** The rest and remainder of the Original Agreement not otherwise amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties to this Agreement have hereunto affixed their signature.

[Signatures to follow on next page]

City of Bloomington, Indiana:

Kyla Cox Deckard, President
Board of Public Works

Date

Margie Rice, Corporate Council
City of Bloomington

Date

Anna Killion-Hanson, Director
Housing and Neighborhood Development

Date

4 U Lawn and Landscape, LLC:

Christopher Underwood
4 U Lawn and Landscape, LLC

Date

EXHIBIT A

AGREEMENT FOR ABATEMENT SERVICES

THIS AGREEMENT is entered into by and between the City of Bloomington, Indiana, through its Housing and Neighborhood Development Department and Board of Public Works (hereinafter referred to as "City"), and 4 U Lawn and Landscape, LLC, a limited liability corporation with its principal office address located at 6372 E Cox Drive, Bloomington, IN, 47408 (hereinafter referred to as "Service Provider").

WHEREAS, the City has the authority and responsibility of inspecting real property within the municipal corporate boundaries of the City for the purpose of enforcing compliance with Bloomington Municipal Code Title 6 which addresses, among other things, yard waste, garbage and vegetation height; and

WHEREAS, the City is required to abate noncompliant real property located within the municipal corporate boundaries of the City and in so doing relies upon independent contractors to perform said abatement services; and

WHEREAS, the City sought proposals from several vendors and Service Provider submitted a proposal and was responsive and responsible; and

WHEREAS, Service Provider is willing and able to perform all abatement services for and on behalf of the City and the City has available funds and is willing to pay the Service Provider for those abatement services; and

WHEREAS, certain conditions must be met and uniform procedures established to facilitate proper performance of this service by Service Provider for and on behalf of the City.

NOW, THEREFORE, Service Provider and the City, for the consideration stated herein, agree as follows:

1. **Agreement Price:** The overall cost to the City for all abatement services provided by Service Provider during the term of this Agreement shall not exceed Ten Thousand and Zero-One Hundredths (\$10,000.00) Dollars. If the original agreement price of Ten Thousand and Zero-One Hundredths (\$10,000.00) Dollars is exhausted, then the parties shall negotiate an amendment to this Agreement seeking additional fund allocation with the same formality and procedures as required by the City for the original agreement price herein. No additional work shall be performed until and unless additional funding is approved and an amendment to this Agreement reached by both parties herein. Service Provider shall notify the City when it has invoiced the City for 80% of the overall cost to the City on this Agreement.
2. **Term of Agreement.** The term of this Agreement shall be from the date of execution through March 31, 2025. During the term of this Agreement, the Service Provider shall abate all properties which are the subject of an Abatement Order issued by the City of Bloomington Board of Public Works. This Agreement may be terminated by either party upon seven days written notice to the other party. Termination of the Agreement may occur for any violation of the Agreement's terms and conditions or for any other reason

deemed appropriate by the party effectuating the termination. The parties may, upon mutual written agreement prior to the expiration of this contract, renew this contract for a period of one additional year under the exact same terms and conditions.

3. **Scope of Work.** The Service Provider agrees to furnish all materials and equipment, and perform all work described in the Estimate #1402 provided by the Service Provider and dated March 13, 2024, a copy of which is attached hereto, marked as **Exhibit "A"**, and by this reference incorporated herein, for any and all properties which are the subject of an Abatement Order issued by the City of Bloomington Board of Public Works (hereinafter referred to as the "Subject Property").
4. **Standard of Care.** The Service Provider shall be responsible for completion of the work described in **Exhibit "A"** in a manner to meet high professional standards consistent with the Service Provider's profession in the location and at the time of the rendering of the work. The City shall be the sole judge of the adequacy of the Service Provider's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.
5. **Notice Period.** Pursuant to Bloomington Municipal Code 6.06.080, any Abatement Order may be appealed within ten days ("notice period"). No abatement of a Subject Property may be commenced until after the Notice Period has expired.
6. **Time to Proceed and Time of Completion.** Upon expiration of the Notice Period (and any subsequent appeal, if filed), the Service Provider shall proceed at once to abate the Subject Property. Abatement of any and all real estate shall be completed as soon as possible and no later than ten (10) business days from the time to proceed.
7. **Payment.** The Service Provider and the City agree that any and all work performed shall be performed in accordance with the rates noted in **Exhibit "A"**. **Service Provider shall provide a detailed billing statement within ten days of each completed abatement.** The billing statement for each completed abatement shall be in the form of an invoice describing the particular labor and services provided and the relevant rate for each service. The City shall pay each invoice within forty five (45) days of its receipt, provided that the Service Provider has successfully completed the agreed upon work to the City's satisfaction and submitted the invoice within the prescribed ten days.
8. **Appropriation of funds.** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth below.
9. **Indemnification.** The Service Provider agrees, but not by way of limitation, to protect, indemnify, and hold harmless the owner of any property being abated, and the City of Bloomington, its Board of Public Works, any of its departments, officers, commissioners, and employees, against any and all loss, claims, or suits (including costs and attorney fees) for or on account of injury to or death of persons, sickness, disease or loss, damage or

destruction of property other than the required abatement action, belonging to either the owner of any property being abated in connection with the performance required under this Agreement.

10. **Insurance.** *Before commencing work* the service provider shall furnish the City with certificates showing that the following insurance is in force. Policies shall be submitted for approval of the City and shall be endorsed to provide that the policies will not be cancelled or changed until ten (10) days after written notice of change or cancellation has been delivered to the HAND Department. Coverage shall be at least as follows:

CLASS OF COVERAGE	PER OCCURRENCE	AGGREGATE
1. Commercial General Liability	\$1,000,000.00	\$2,000,000.00
2. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000.00	N/A
3. Workmen's Compensation & Employer's Liability	Statutory	Statutory

11. **Liens and Waivers of Liens.** The Service Provider agrees to waive, and does hereby waive and relinquish, all rights to a lien upon any real estate which is the subject of an Abatement Order subject to terms of this Agreement.
12. **Owner-Service Provider Side-Agreements.** The City shall not be responsible in any way with, nor is the City a party to, any side-agreement by and between the Service Provider and any owner of property that is subject to an abatement order. Any such side-agreements shall be disclosed, in writing, to the Housing and Neighborhood Development Department *before* the Service Provider commences any of the work to be performed under the side-agreement. The Service Provider shall ensure that any side-agreement does not cause any interference or delay in the timely performance of services required by the Service Provider to the City.
13. **Subcontracts and Assignments.** No subcontract or assignment of this Agreement shall be made without the prior written consent of the City.
14. **Independent Contractor Status.** During the entire term of this Agreement, the Service Provider shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City.
15. **Conflict of Interest.** The Service Provider declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of work required under this Agreement. The Service Provider agrees that no person having any such interest shall be employed in the performance of this Agreement.

16. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
17. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a material portion or provision of this Agreement be determined void.
18. **Assignment.** Neither the City nor the Service Provider shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, the Service Provider may assign its rights to payment without the City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
19. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Service Provider.
20. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.
21. **Non-Discrimination.** The Service Provider shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.
22. **Compliance with Laws.** In performing the work under this Agreement, the Service Provider shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, the Service Provider shall advise the City of any and all applicable regulations and approvals required by the Federal Environmental Management Agency. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, the Service Provider 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.
23. **Notices.** Any notice required by this Agreement shall be made in writing to the addresses specified below:

City:
Jo Stong
HAND
City Hall at Showers
401 N. Morton Street
Bloomington, IN 47401

Service Provider:
Christopher Underwood
4 U Lawn and Landscape, LLC
6292 East State Road 45
Bloomington, IN 47408

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

24. **Intent to be Bound.** The City and the Service Provider each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
25. **Integration and Modification.** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Service Provider. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.
26. **Verification of New Employees' Employment Status.** Service Provider is enrolled in, and verifies 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).

Service Provider signed an e-verify affidavit, attached hereto, marked as **Exhibit "B"**, and by this reference incorporated herein. Service Provider may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Service Provider subsequently learns is an unauthorized alien. If the City obtains information that the Service Provider employs or retains an employee who is an unauthorized alien, the City shall notify the Service Provider of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Service Provider verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Service Provider did not knowingly employ an unauthorized alien. If the Service Provider fails to remedy the violation within the 30 day period, the City shall terminate the contract unless the City determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Service Provider. If the City terminates the contract, the Service Provider is liable to the City for actual damages.

27. **Non-Collusion.** Service Provider certifies that it has not, nor has any other member, representative, or agent of Service Provider, entered into any collusion by agreement or otherwise 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. Service Provider signed the

non-collusion affidavit attached hereto, marked as **Exhibit "C"** and by this reference incorporated herein.

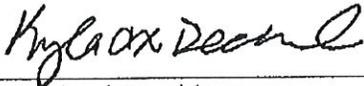
28. **Change of Ownership.** In the event that the ownership of the Service Provider changes during the term of this Agreement, the Service Provider shall notify the City as such. The City shall have the right to terminate the Agreement upon a change in ownership of the Service Provider. If the City decides not to terminate the Agreement upon a change in ownership, the new owner must execute an amendment to this Agreement in order to maintain the Service Provider's eligibility to perform under this Agreement.

29. **Living Wage Ordinance.** Contractor is considered a "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and is required to pay their covered employees at least a living wage. Currently, the living wage is \$15.75 per hour for covered employees, and up to 15% of that amount, or \$2.36, may be in the form the covered employer's contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as **Exhibit "D"**; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

In witness whereof, the City and the Service Provider have executed this Agreement upon the dates hereinafter set out.

City of Bloomington, Indiana:



Kyla Cox Deckard, President
Board of Public Works

4.9.24

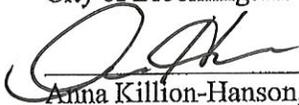
Date

DocuSigned by:


Gretchen Knapp, Deputy Mayor
City of Bloomington

4/10/2024

Date



Anna Killion-Hanson, Director
Housing and Neighborhood Development

4/24/24

Date

4 U Lawn and Landscape, LLC:



Christopher Underwood,
4 U Lawn and Landscape, LLC

5/1/24

Date

EXHIBIT "A"

Scope of Service is described fully in RFQ#2022 and Service Provider's Quote including the Estimate #1402 which is dated 3/13/2024 all of which is attached hereto and by this reference incorporated herein.

EXHIBIT "C"

AFFIDAVIT REGARDING NON-COLLUSION

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

Chris Underwood has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by Chris Underwood, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

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

[Signature]
Signature

Chris Underwood
Printed name

STATE OF INDIANA)
COUNTY OF Monroe) SS:

Before me, a Notary Public in and for said County and State, personally appeared Christopher Underwood and acknowledged the execution of the foregoing this 1st day of May, 2024.

My Commission Expires: July 5, 2031

County of Residence: Monroe

Chelsea Gregory
Notary Public

Chelsea Gregory
Name Printed

NP0749960
Commission Number

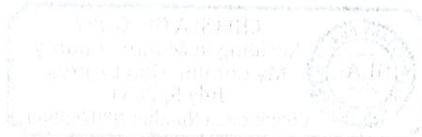
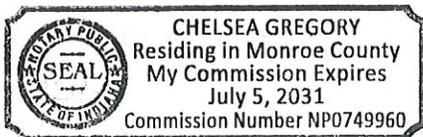


EXHIBIT "B"

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the COO of AU Lawn & Landscaping LLC
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United State Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

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

Chris Underwood
Signature

Chris Underwood
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Christopher Underwood and acknowledged the execution of the foregoing this 1st day of May, 2024.

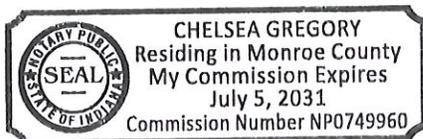
My Commission Expires: July 5, 2031

County of Residence: Monroe

Chelsea Gregory
Notary Public

Chelsea Gregory
Name Printed

NP0749960
Commission Number



CITY OF BLOOMINGTON QUOTE FORM
RFO #2022-HAND DEPT. - PROPERTY ABATEMENT SERVICES

Important!

Both pages of this Quote Form must be completed for the quote to be valid and accepted.

EMAIL QUOTE TO:

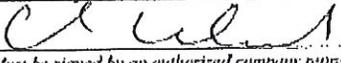
City of Bloomington
Housing and Neighborhood Development Department
Jo Stong
stongj@bloomington.in.gov

Pricing shall include all labor costs and material.

ITEM NO.	DESCRIPTION	COST
1	Hourly Labor Cost for removing garbage, recyclable materials, or yard waste from a property	\$ 75.00
2	Hourly Labor Cost for mowing a yard wherein the yard contains weeds, grass, or noxious plants in excess of eight (8) inches	\$ 75.00
3	Hourly Labor Cost for Specialty Services such as bush hogging, hand cutting, edging	\$ See Attached
	Include any additional costs here: See Detailed Cost Breakdown	\$

For projects requiring submission of Trench Safety Systems Affidavit, the portion of the Lump Sum cost provided above which is attributable to trench safety systems, is \$ Not applicable for this project

VENDOR / CONTRACTOR INFORMATION

Company: A V Lawn and Landscape LLC
Name (print): Chris Underwood
Address: 6372 E. Lee Dr. Bloomington IN 47408
Telephone: 812-320-5592 Fax: _____
E-Mail: ChrisU@AVLawnandLandscape.com
Signature: 
(Must be signed by an authorized company representative.)

CITY OF BLOOMINGTON QUOTE FORM

(Page 2)

BUSINESS EXPERIENCE AND QUALIFICATIONS

Document prior business experience with similar projects and give a detailed listing of the

Contractor's qualifications, which are applicable to the Scope of Work listed in the Request for Quote.

See Attachment

Number of years engaged in contracting business under present firm's name:
19 If less than three (3) years, provide a list of additional company names you have used in similar contracting work or have been employed under.

Have you ever defaulted on a contract? If yes, when, with whom, and why?

No

Are you a City employee, the spouse of a City employee, or the dependent of a City employee?
Please check yes or no .

REFERENCES

Please provide three (3) customer references for similar scope and size contracts.

1. Contact Name: Paul Berker
Company Name: Facilitech
Address: 738 S. Morton St. Bloomington IN 47403
Phone: 812-323-1304 Email Address: Facilitech@facilitech.net
2. Contact Name: Ryan Strauser
Company Name: Strauser Construction
Address: 153 S. Clurizz Blvd. Bloomington IN 47401
Phone: 812-336-3609 Email Address: Amstrauser@strauserci.com
3. Contact Name: Tristan Johnson
Company Name: IV Landscape Services
Address: 2222 E. 10th St. Bloomington IN
Phone: 812-355-7152 Email Address: _____

[Attach additional sheets if needed]

End of document

ESTIMATE

4 U Lawn & Landscape
 8372 E Cox Drive
 Bloomington, IN 47408

chrlau@4ulawnandlandscape.com
 (812)320-3542
 www.4ulawnandlandscape.com

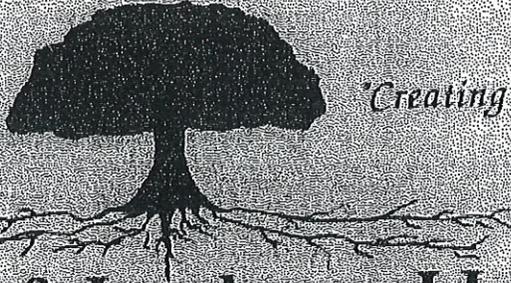
City of Bloomington

Bill to
 City of Bloomington
 Jo Stang
 Housing & Neighborhood Development
 401 N. Morton Street
 Bloomington, IN 47404

Estimate details
 Estimate no.: 1402
 Estimate date: 03/13/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		Labor Labor rate for removing garbage per hour		1	\$75.00	\$75.00
2.		Labor Labor rate for mowing per hour		1	\$75.00	\$75.00
3.		Labor Rate for bush hogging per hour		1	\$125.00	\$125.00
4.		Labor Labor rate for bush/tree trimming per hour		1	\$75.00	\$75.00
5.		Misc. Labor Rate Organic waste disposal per truck load (hydra)		1	\$40.00	\$40.00
6.		Misc. Labor Rate Non-organic waste disposal fee (excludes tires, and any waste found as hazardous or unacceptable at the local trash transfer station for example, televisions, batteries, refrigerators, air conditioners, cans of paint) per ton		1	\$60.00	\$60.00
7.		Misc. Labor Rate Tire disposal fee (passenger car)		1	\$7.00	\$7.00
8.		Misc. Labor Rate Tire disposal fee (medium/heavy duty truck)		1	\$15.00	\$15.00
9.		Misc. Labor Rate Labor rate for miscellaneous tractor, skid steer or mini excavator use		1	\$125.00	\$125.00

4U



'Creating Beautiful Indiana Landscapes'

Lawn & Landscape LLC

Bloomington, IN 812.320.3542

6372 E. Cox Drive
Bloomington, IN 47408

www.4ulawnandlandscape.com

Response to
Request for Quotes
Property Abatement Services

City Of Bloomington
Housing and Neighborhood Development
Attn: Jo Stong

10.

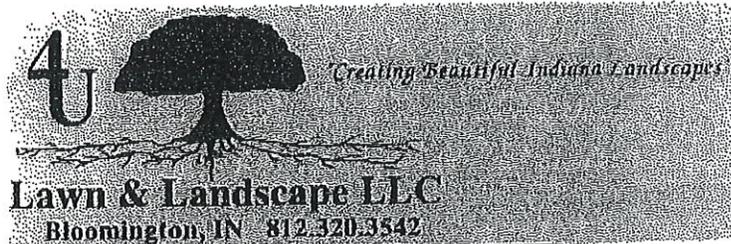
Misc. Labor Rate

1 \$290.00 \$250.00

Mobilization Estimate (minimum due for showing up to a property that has been approved for abatement but has been brought to code by owner after approval)

Total

\$847.00



**6292 East State Road 45
Bloomington, IN 47408
www.4ulawnandlandscape.com**

March 12, 2024

City of Bloomington
HAND
401 North Morton Street, Suite 250
Bloomington, IN 47401

ATTN: Jo Stong,

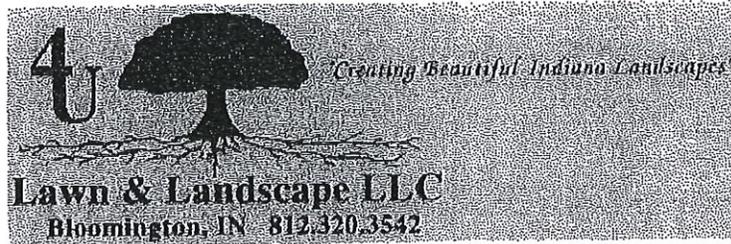
It is our pleasure to submit the following response to your request for proposal. We look forward to working with you, the City and the HAND Department. As a family owned and operated business our goal is provide quality service at competitive prices. As owner/operators we are involved in all aspects of our work from developing responses, such as this, to performing the work, to submitting the invoice. While we are not a large company we believe our size helps us to stay in touch with what our customers want and need in maintaining their properties. Many times we have heard our customers say that their lawns and gardens serve as a reflection of themselves. We feel the same in that our work reflects who we are and the pride we take in the work we perform.

Our desire is to provide you with this same type of service for work included in this proposal. As a company we have several years of previous abatement services with HAND as well as providing landscape and lawn care services for numerous commercial and residential clients in Bloomington and the surrounding areas. We feel we have all the necessary tools to execute all of the services you have requested. We would be happy to meet with you to discuss further our company and proposal. Please do not hesitate to contact us.

Thank you again for the opportunity to respond to your proposal.

Respectfully,

Christopher Underwood
Partner & Chief Operations Officer



**6292 East State Road 45
Bloomington, IN 47408**

Company History & Experience:

4U Lawn and Landscape was launched over 19 years ago by Chris and Jeff Underwood, a father and son team. It was Chris's desire to establish a business that he could grow to the point that, upon graduating, would be a full service lawn care and landscaping business offering a variety of services. As the business began to grow we had discussions concerning the long-term operation and growth for the business. At that time we agreed to form a limited liability company. This was completed in early 2005 with the creation of 4U Lawn and Landscape, L.L.C. Chris is the Chief Operating Officer of the company. His duties include marketing, bidding and estimating, customer service, design, work scheduling and performance, supervision of labor, procurement of equipment and materials, and maintenance of equipment. Jeff serves as the Chief Executive Officer of the company. His duties include finance, accounting and office operations.

Initially our business consisted of performing mowing, mulching, and miscellaneous lawn care activities for residential customers. It was during this time that we received requests for small landscaping design and installation projects. Chris designed and installed a number of projects. With the success of these projects the company was able to expand and obtain equipment allowing us to move into the commercial market providing both lawn care and landscaping services while at the same time perform larger scale residential and commercial landscaping projects.

Today we provide service to numerous commercial and residential customers, with the largest portion of our business being commercial maintenance and installation services. We have worked on many IU projects as both a sub contractor and as the General Contractor. We have approximately 40 acres we maintain yearly for the university. We offer a full line of lawn care and landscaping services, including design, installation, and maintenance. All together our commercial clients compose over 80 percent of our business, with the rest being our residential clients.

Special licenses, certifications, and affiliations:

Chris has a B.S. in Landscape Horticulture & Design from Purdue University. Jeff is a Certified Public Accountant in the State of Indiana.

List any additional services and/or specialties your company can offer:

In addition to the services noted above, we offer the following landscape design and installation services: retaining walls; walkways; patios; water feature design, installation and maintenance; installation of decorative and privacy fencing; ornamental plant care; bush-hogging; land clearing; installation of drainage & erosion solutions in pervious areas; lawn installation (seeding and sod); excavating, rough and finish grading; wood chipping; snow removal; building repair and maintenance ; and retail mulch, plant, and hardscape sales.

References:

Commercial:

Client Information	Service(s) Provided
FaciliTech Property Management Paul Barker 738 South Morton Street Bloomington, IN 47403 (812) 323-1306	Lawn care & landscaping services
Strauser Construction Ryan Strauser 4213 East Third Street Bloomington, IN 47401 (812) 336-3608	Landscape installation services
Indiana University Landscape Services Tristan Johnson, Trent Chitwood 2222 E. Tenth Street, Bloomington 812-855-7152, 812-855-4103	Lawn care and landscape services

Identify the partner, manager and/or in-charge person assigned to this account:

Primary contact: Christopher Underwood, Partner/COO
(812) 320-3542 (cell)
chrisu@4ulawnandlandscape.com

Secondary contact: Jeffrey Underwood, Partner/CEO
(812) 320-3540 (cell)
(812) 332-0577 (office)



Board of Public Works Staff Report

Project/Event: Service Agreement for Upgrade of 3 FuelMaster FMU's to FM Live

Petitioner/Representative: Fleet Maintenance Department

Staff Representative: Lisa Lazell

Meeting Date: December 2, 2025

Report: This contract with PEI Maintenance & Contracting will provide the necessary services to Upgrade the FuelMaster FMU's Henderson, Adams and Dillman to FM Live.



CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: PW/Fleet Division
DATE: November 6, 2025
RE: Upgrade 3 FuelMaster FMU's to FM Live

Contract Recipient/Vendor Name:	PEI Maintenance & Contracting
Department Head Initials of Approval:	CS
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Lisa Lazell
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2038
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-1064
Due Date For Signature:	12-02-2025
Expiration Date of Contract:	12-31-2027
Renewal Date for Contract:	60-30 days before expiration
Total Dollar Amount of Contract:	NTE \$ 48,467.00
Funding Source:	802-17-170000-53640
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>	NA

Summary of Contract: Contractor shall Upgrade 3 FuelMaster FMU's to FM Live .

SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON, DEPARTMENT OF PUBLIC WORKS, FLEET MAINTENANCE DIVISION AND PEI MAINTENANCE & CONTRACTING

This Agreement by and between the City of Bloomington, Department of Public Works, Fleet Maintenance Division through the Board of Public Works (the “Department”), and PEI Maintenance (“Contractor”) is effective upon execution by both parties.

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: PEI will provide the labor, material and equipment to Upgrade the three (3) FuelMaster FMU’s to FM Live with Cellular Communication and Cloud Software, as indicated in Exhibit A, the Project Proposal. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before, December 31, 2027 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Public Works Department officials. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Forty eight thousand, four hundred sixty seven dollars (48,467.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: fleet@bloomington.in.gov, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Contractor shall complete the Services required under this Agreement on or before December 31, 2027. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

Article 8. Identity of the Contractor Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

Article 10. Independent Contractor Status During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) Comprehensive General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence; \$1,000,000 personal

injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Umbrella/Excess Liability with a required limit of \$1,000,000. In addition, if the Contractor receives payment from the City of Bloomington and/or has access to critical City data, Contractor shall also have the following: a) Cyber Attack and Cyber Extortion: computer attack limit (annual aggregate) of \$1,000,000; sublimit (per occurrence) for cyber extortion of \$100,000; and computer attack and cyber extortion deductible (per occurrence) of \$10,000; b) Network Security Liability: limit (annual aggregate) of \$1,000,000; and deductible (per occurrence) of \$10,000; c) Electronic Media Liability: limit (annual aggregate) of 1,000,000; and deductible (per occurrence) of \$10,000; and d) Fraudulent Impersonator Coverage: limit (annual aggregate) of \$250,000; and deductible (per occurrence) of \$5,000. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, Worker's Compensation policies and Umbrella/Excess Liability policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 14. Waiver No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 15. Severability The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 16. Assignment Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. Third Party Rights Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

Article 18. Governing Law and Venue This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Department: City of Bloomington Public Works, Attn: Lisa Lazell, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Rod Armes

PEI Maintenance & Contracting
7630 N. Fox Hollow Road
Bloomington, IN 47408

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

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.

[Signatures are on the following page.]

CITY OF BLOOMINGTON

CONTRACTOR

PEI Maintenance & Contracting

Margie Rice, Corporation Counsel DATE

Title DATE

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Public Works Director DATE

Kyla Cox Deckard, President DATE
Board of Public Works

Exhibit A
Scope of Work

See attached project proposal.

PEI Maintenance & Contracting *(a division of Peacetree, Inc.)*

7630 N. Fox Hollow Road, Bloomington, IN 47408 Phone: 812-331-2318 E-Mail: rarmes@pei-mc.com

Commitment, Strength, & Integrity

Price Quote

October 9, 2025

To: City of Bloomington
ATTN: Lisa Lazell
800 E. Miller Drive
Bloomington, IN 47401
Phone: 812-349-3494
Email: lazell@bloomington.in.gov

Site: 800 E. Miller Drive .

From: Rod Armes
E-Mail: rarmes@pei-mc.com

Subject: Upgrade 3 FuelMaster FMU's to FMLive

SOW: PEI will provide all labor, materials, and equipment to UPGRADE the Three (3) existing FuelMaster FMU Terminals to make them FMLive with Cellular Communication and Cloud Software.

Price: \$ 48,467.00 All Labor, Materials, and Equipment

Most material lead times are currently 6-8 weeks after purchase order(s) are approved.

NOTES:

1. Price is good for thirty (30) days unless otherwise specified. ***See Note Below**
2. Price does include any state or local permits, if needed.
3. Price does not include any sales tax, if applicable.
4. Pricing does not include problems that might be encountered during demolition/construction, such as contaminated soils to be removed, water, rock, etc.

***Please be advise that the prices quoted herein of this price quote are very likely to increase prior to execution of any Contract, Supplier agreements, or prior to delivery of materials. This is not by our choice. Our suppliers and manufacturers have made it very clear that due to today's extremely unstable economic climate they can no longer guarantee price holds for any length of time. Peacetree Inc. will do it's very best to maintain the prices quoted for up to 30 days.**

Should you have any other questions, please feel free to contact me.

Thank You!

Rod Armes
Fuel System Specialist

Fuel System Specialist

Gas Stations, C-Stores, Garages, Service Centers, Commercial & Fleet Fueling Systems, Airports, Marinas, Bulk Plants, Bulk Propane Storage
Complete Consulting, Design, Contracting, Maintenance Services, and Equipment Sales
General Contractor

PEI Maintenance & Contracting *(a division of Peacetree, Inc.)*

7630 N. Fox Hollow Road, Bloomington, IN 47408 Phone: 812-331-2318 E-Mail: rarmes@pei-mc.com

Commitment, Strength, & Integrity

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Gas Stations, C-Stores, Garages, Service Centers, Commercial & Fleet Fueling Systems, Airports, Marinas, Bulk Plants, Bulk Propane Storage
Complete Consulting, Design, Contracting, Maintenance Services, and Equipment Sales
General Contractor

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/26/2025	Payroll				756,234.41
					<u>756,234.41</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 \$ 756,234.41

Dated this 2nd day of December 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: Arlington Multifamily
Staff Representative: Kyle Baugh
Petitioner/Representative: Vanessa Combs, Mayer Najem Project Manager
Date: December 2nd, 2025

Report: Mayer Najem is requesting lane shifts on W Arlington Rd adjacent to as part of the project located at 1320 W Arlington Rd. This request is for Sanitary sewer and storm upgrades, tapping water for the site, and transportation infrastructure updates. The traffic control is planned to be in place starting in early spring, currently estimated to be from March 2nd, 2026 through June 16th, 2025.

Mayer Najem has supplied maintenance of traffic plans for all work. As a condition of the issuance of the ROW permit they will also be required to post signage notifying the public about the lane shifts at least 3 weeks prior to closure implementation.

Notification checklist:

Stakeholder name/Contact Info	Notes:
Public	Signage to be posted prior to closure implementation
Emergency services	Notice provided via inRoads system

<p>Bloomington Transit: Shelley Strimaitis, Planning and Special Projects Coordinator - shelley.strimaitis@bloomin gtontransit.com</p>	<p>Coordination is ongoing</p>
<p>Indiana University:</p> <ul style="list-style-type: none"> ● Susie Johnson, Associate Vice President for Facility Operations - saj3@iu.edu ● Matthew Jeffries, Director of Construction and Operations - mdjeffri@iu.edu ● Jason Banach, University Director of Real Estate - jbanach@iu.edu 	<p>N/A</p>
<p>MCCSC: Scott Waddell, Director of Transportation - dwaddell@mccsc.edu</p>	<p>Notice provided via inRoads system</p>
<p>Affected adjacent property owners</p>	<p>Coordination is ongoing</p>

Site map:



00.00.00 Master Schedule 02-25-359 Arlington



Site Utility work and work @ ROW Arlington - Stanger

Task Name	Start	Finish	Duration	Subcontractor	Area	Q4			Q1			Q2			Q3			
						Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
1 Arlington Multi-Family	10/27/25	09/08/26	221d			Arlington Multi-Family												
698 Exterior and Site Work	11/12/25	08/04/26	185d			Exterior and Site Work												
706 Site Storm - South site structures	11/24/25	11/26/25	3d	Stanger	Site work/Parking lot													
769 Downspout tie ins	04/24/26	04/30/26	5d	Stanger	Pool													
774 Rough grade cut	01/21/26	01/30/26	8d	Stanger	Pool													
777 Rough Structure and backfill	02/03/26	02/19/26	13d	Stanger	Pool													
785 Street Utilities - ROW	11/26/25	06/16/26	141d	Stanger	West Elevation	Street Utilities - ROW												
787 Storm - Arlington S to N	12/11/25	01/16/26	25d	Stanger	Site work/Parking lot													
788 2" Temporary Water to Building	01/19/26	01/23/26	5d	Stanger	Site work/Parking lot													
789 Storm repairs	01/26/26	01/28/26	3d	Stanger	North Elevation													
791 Saw cutting/MOT Prep	03/02/26	03/06/26	5d	Stanger	Arlington Rd													
792 Water Tap and Building Feeds	03/09/26	03/20/26	10d	Stanger	Arlington Rd													
793 Inspection and BAC Testing	03/20/26	03/20/26	1d	Stanger	Arlington Rd													
794 Sanitary - Section 1 (South)	03/23/26	03/27/26	5d	Stanger	Arlington Rd													
795 Hydrants/Service Kills	03/30/26	04/10/26	10d	Stanger	Arlington Rd													
796 Arlington Curb	04/13/26	04/17/26	5d	Stanger	Arlington Rd													
797 Final Prep for Remaining Sanitary	04/20/26	04/24/26	5d	Stanger	Arlington Rd													
798 Sanitary - Section 2/laterals	04/27/26	06/01/26	25d	Stanger	Arlington Rd													
799 Inspection and Camera full run	06/02/26	06/02/26	1d	Stanger	Arlington Rd													
800 Arlington Mill/Arlington & Trail Paving	06/03/26	06/16/26	10d	Stanger	Arlington Rd													
801 Cut to final subgrade	04/20/26	04/22/26	3d	Stanger	West Elevation													
802 Concrete steps	04/23/26	05/01/26	7d	Stanger	West Elevation													
803 Concrete curb and gutter	05/04/26	05/15/26	10d	Stanger	West Elevation													
804 ADA Ramps	05/18/26	05/20/26	3d	Stanger	West Elevation													
805 Proof roll	06/16/26	06/24/26	7d	Stanger	West Elevation													
806 Stairs and wall	06/09/26	06/15/26	5d	Stanger	Site work/Parking lot													
807 Curb Work/Repairs	05/18/26	06/01/26	10d	Stanger	Site work/Parking lot													
808 Flat work/Sidewalks	06/16/26	07/01/26	12d	Stanger	Site work/Parking lot													
810 Lot prep/Grade	07/02/26	07/09/26	5d	Stanger	Site work/Parking lot													
811 Proof roll/Repairs	06/02/26	06/03/26	2d	Stanger	Site work/Parking lot													
812 Asphalt	06/04/26	06/10/26	5d	Stanger	Site work/Parking lot													
813 Place top soil	06/11/26	06/16/26	4d	Stanger	Site work/Parking lot													
814 Striping	06/11/26	06/16/26	4d	Stanger	Site work/Parking lot													
838 Striping	06/15/26	06/17/26	3d	Stanger	Garage													



Board of Public Works Staff Report

Project/Event: One week sidewalk closure
Staff Representative: Zach Bell
Petitioner/Representative: Brian King - Taycon
Date: December 2nd, 2025

Report: Taycon is requesting a 1 week sidewalk closure at 1118 N. Woodburn Avenue for sidewalk removal and replacement. Work is weather dependent and will occur during the next good weather window for concrete work.

Site map:





Board of Public Works Staff Report

Project/Event: ESD Bus Stop Shelter Installations
Staff Representative: Shawn Miya, Assistant Director of Sustainability
Date of Event: 2025
Date of Board Meeting: December 2, 2025

Report:

CGR's Bid

In 2024, Shawn Miya requested quotes from bus stop manufacturers and received quotes from Brasco, Duo Guard, and Tolar Manufacturing. ESD with approval from Julie Martindale, Purchasing Manager, selected Tolar Manufacturing as the most responsive and responsible company to procure 6 bus stop shelters and to provide structural engineering designs for their installation for \$83,070.00.

In 2025, Shawn Miya worked with Bloomington Transit ("BT") staff Zac Huneck and Shelley Strimaitis to select locations for the bus stop shelter installations at existing bus stops that do not currently have shelters.

The Tolar Manufacturing bus stop shelters were delivered to the Dillman Road Wastewater Treatment Plant on May 27, 2025 and stored in a secure outdoor storage area.

Shawn Miya worked with Kendall Knoke in the Engineering Department to develop the Scope of Work at each location.

Shawn Miya worked with Bryan Blake at CBU to verify underground utilities would not be impacted at the locations.

Shawn Miya hired Deckard Land Surveying to complete land surveys for each bus stop location. Shawn Miya and Kendall Knoke met with Eric Deckard several times to review the Scope of Work and Deckard's completed land surveys.

One of the bus stop shelter installation locations had to be removed from the Scope of Work due to the landowner deciding not to move forward with the installation. This installation location was removed from the Scope of Work in order to issue the Request for Proposals (RFP) in a timely manner for the remaining five bus stop shelter installations.

Audrey Brittingham, City Attorney, and Julie Martindale, Purchasing Manager, approved ESD's RFP for ESD Bus Stop Shelter Installations.

On September 9, 2025, ESD issued the RFP for ESD Bus Stop Shelter Installations using the Open.Gov procurement platform and had the RFP Notice published on September 9, 2025 and September 16, 2025 . ESD did not receive any bids by the deadline on October 1, 2025 at 11:00am.

On October 6, 2025, ESD re-issued the RFP for ESD Bus Stop Shelter Installations and had the RFP Notice published on October 6, 2025 and October 13, 2025. Proposals were due by October 20, 2025 at 11:00am.

Three complete proposals were submitted prior to the deadline on the Open.Gov procurement platform. Complete proposals were submitted by:

Rudnick Enterprises LLC: \$163,600.00

E & B Paving: \$115,000.00

CGR Services: \$47,150.00

Rudnick Enterprises was not selected for this project due to their higher proposal price compared to E & B Paving and CGR Services.

Shawn Miya and Anna Dragovich, ESD Capital Projects Manager, interviewed E & B Paving on October 27, 2025 and CGR Services on October 28, 2025.

Based on the information obtained from multiple references for CGR Services, ESD is asking BPW to allow the project to move forward with CGR Services as the lowest responsive and responsible bidder.

Sixth Bus Stop Shelter Installation Added

An alternative location for the last remaining bus stop shelter was identified by Bloomington Transit at the intersection of Bloomfield Road and S. Landmark Ave. The Scope of Work was created and Deckard Land Surveying was hired to complete the land survey. The addition of the 6th bus stop shelter was discussed with E & B Paving and they agreed to install all six bus stop shelters for \$115,000.00. The proposed price for the 6th bus stop shelter installation is \$22,800.00. The addition of the 6th bus stop shelter installation to the draft contract has been approved by Audrey Brittingham, City Attorney. The land survey was submitted by Deckard Land Surveying to ESD on November 10, 2025 and has been included in the draft contract.

City of Bloomington Contract and Purchase Justification Form

Vendor: CGR Services

Contract/Purchase Amount: \$47,150.00

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: (All methods require at least 1 quote.

Attach a quote or bid tabulation if applicable.

- | | |
|---|---|
| <p><input type="checkbox"/> Request for Quote (RFQ)
<i>< \$ 5,000 – only 1 quote required >\$5,000 - 3 quotes required</i></p> <p><input checked="" type="checkbox"/> Request for Proposal (RFP)</p> <p><input type="checkbox"/> Invitation to Bid (ITB)
<i>>\$ 149,999, formal bid (IC 5-22-2-14)</i></p> <p><input type="checkbox"/> Request for Qualifications (RFQu)
<i>Any dollar amount</i></p> <p><input type="checkbox"/> Sole Source
<i>Only 1 vendor can provide service or supplies needed (IC 5-22-10-13)</i></p> | <p><input type="checkbox"/> Software Programs or License Agreements
<i>(IC 5-22-10-7)</i></p> <p><input type="checkbox"/> No Responsive Offer Received
<i>1 or 2 vendors fail to respond (IC 5-22-10-10)</i></p> <p><input type="checkbox"/> Emergency Purchase
<i>Must endanger public health, welfare, or safety (IC 5-22-10-4)</i></p> <p><input type="checkbox"/> Purchase Method Impairs Agency Function
<i>Purchasing method seriously impairs function of the agency (IC 5-22-10-9)</i></p> <p><input type="checkbox"/> Not Applicable (NA)
<i>< \$ 2,500 and using On-Call contract</i></p> <p><input type="checkbox"/> Other (Describe below)</p> |
|---|---|

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

# of Submittals: 3	Yes	No	
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Was the lowest cost selected? (If no, please state below why it was not.) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <div style="border: 1px solid red; height: 100px; width: 100%;"></div>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was scoring grid used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Were vendor presentations requested?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

3. State why this vendor was selected to receive the award and contract (Include vendor names & bid amounts here, or if no vendors respond, include emails from vendors indicating they will not be providing a quote):

CGR Services was selected to receive the award and contract for \$47,150. Other bids included Rudnick Enterprises at \$163,600 and E & B Paving at \$115,000. After interviewing both E&B Paving and CGR Services and obtaining multiple references, the selection team found that CGR Services is the most responsive and responsible bidder. They demonstrated that they have the skills, equipment, and expertise necessary to complete the project accurately and on schedule with the lowest bid submitted for the project.

Shawn Miya

Print/Type Name

AD of Sustainability

Print/Type Title

ESD

Department



CONTRACT COVER MEMORANDUM

TO: Controller Jessica McClellan; Corporation Counsel Margie Rice
FROM: Shawn Miya
DATE: 11/25/2025
RE: Service agreement with CGR Services for installing ESD bus stop shelters

Contract Recipient/Vendor Name:	CGR Services
Controller's Initials of Approval:	
Department Head's Initials of Approval:	
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Shawn Miya
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	2/1/2026
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-1053
Due Date For Signature:	12/2/2025
Expiration Date of Contract:	1/31/2026
Renewal Date for Contract:	na
Total Dollar Amount of Contract:	\$47,150.00
Funding Source:	2209-04-040000-53960
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>	RFP for ESD Bus Stop Shelter Installations released , October 6, 2025 and responses submitted by October 20, 2025

Summary of Contract: CGR Services will install five bus stop shelters purchased by the Economic and Sustainable Development Department at specific locations throughout the city.

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
ECONOMIC AND SUSTAINABLE DEVELOPMENT DEPARTMENT AND
CGR SERVICES**

This Agreement, entered into on the last date indicated on the signature lines below, by and between the City of Bloomington Department of Economic and Sustainable Development (the “Department”), and CGR Services (“Contractor”), and arises out of the following circumstances:

- A. As part of the City of Bloomington’s Climate Action Plan, the Department provides funding for climate resilience projects that protect residents from extreme weather events.
- B. Department wishes to contract with an entity to perform bus stop shelter installations at the following locations:

- Shelter #1: Intersection of 15th Street and Lindbergh Dr.
- Shelter #2: 122 E. Miller Drive
- Shelter #3: 2801 E. Buick Cadillac Blvd.
- Shelter #4: 1200 S. Rogers St.
- Shelter #5: Intersection of E. Rogers Rd. and Winding Brook

- C. The Department issued a Request for Proposals to find a group that installs concrete pads and constructs bus stop shelters, and Contractor was chosen as the most responsive and responsible bidder.

NOW, therefore, in consideration of the foregoing information, the parties agree as follows:

Article 1. Scope of Services The recitals listed above are incorporated into the Scope of Services of this Agreement. Contractor shall perform services as detailed in Exhibit A, “Scope of Work.”

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before January 31, 2026, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Shawn Miya, Assistant Director of Sustainability. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in a total amount not to exceed Forty Seven Thousand, One Hundred and Fifty Dollars (\$47,150.00). Contractor shall submit an invoice(s) to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to shawn.miya@bloomington.in.gov or via first class mail postage prepaid to Economic and Sustainable Development Department, 401 N. Morton Street, Suite 150, Bloomington, IN 47404.** Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall complete the five bus stop shelter installations before January 31, 2026. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

Article 8. Identity of the Contractor Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of the Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

Article 10. Independent Contractor Status During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security,

unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification Contractor shall indemnify and hold harmless the City, 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.

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

- a. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
- b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
- c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
- d. Umbrella/Excess Liability with a required limit of \$1,000,000.
- e. Cyber Attack and Cyber Extortion.
 - i. Computer Attack Limit (Annual Aggregate) of \$1,000,000;
 - ii. Sublimit (Per Occurrence) for Cyber Extortion of \$100,000; and
 - iii. Computer attack and Cyber Extortion deductible (per occurrence) of \$10,000.
- f. Network Security Liability.
 - i. Limit (Annual Aggregate) of \$1,000,000; and
 - ii. Deductible (per occurrence) of \$10,000.
- g. Electronic Media Liability.
 - i. Limit (Annual Aggregate) of \$1,000,000; and
 - ii. Deductible (Per Occurrence) of \$10,000.
- h. Fraudulent Impersonator Coverage.
 - i. Limit (Annual Aggregate) of \$250,000; and
 - ii. Deductible (Per Occurrence) of \$5,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, which includes its officers,

employees and agents, as additional insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

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

Article 13. Conflict of Interest Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 14. Waiver No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 15. Severability The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 16. Assignment Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. Third Party Rights Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

Article 18. Governing Law and Venue This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department. The City takes all complaints of harassment and

discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit B, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Department: City of Bloomington ESD, Attn: Shawn Miya, 401 N. Morton, Suite 150, Bloomington, Indiana 47404.

Contractor: CGR Services, 121 E. Kirkwood, Ste 306, Bloomington, Indiana 47408

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

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.

[Signatures are on the following page.]

CITY OF BLOOMINGTON

CONTRACTOR: CGR SERVICES

Margie Rice, Corporation Counsel DATE

Carven Thomas, Owner DATE

**CITY OF BLOOMINGTON ECONOMIC AND
SUSTAINABLE DEVELOPMENT**

Jane Kupersmith, Director DATE

Board of Public Works

Kayla Cox Deckard DATE

EXHIBIT A
SCOPE OF WORK



CITY OF BLOOMINGTON PROPOSAL COST FORM
RFP #2025 – ESD BUS STOP SHELTER INSTALLATIONS

Form should be uploaded to the city's e-Procurement Portal maintained by OpenGov along with the other required documents for this project.

<https://procurement.opengov.com/portal/bloomingtonin>

Pricing shall include all costs, including labor and material and a breakdown of the cost of work by level. Information detailing the cost per level can be included on an additional page, if necessary.

Item No.	Description	Cost
1.	Shelter #1: Intersection of 15th Street and Lindbergh Dr.	\$ 8350
2.	Shelter #2: 122 E. Miller Drive	\$ 60827
3.	Shelter #3: 2801 E. Buick Cadillac Blvd.	\$ 11319
4.	Shelter #4: 1200 S. Rogers St.	\$ 12454
5.	Shelter #5: Intersection of E. Rogers Rd. and Winding Brook	\$ 4200

Project Total: \$ 47,150

FIRM/CONTRACTOR INFORMATION

(Please print legibly)

Company: CGR Services
 Name and Title: Carven Thomas, Managing Partner
 Address: 121 E. Kirkwood Ste 306 Bloomington, IN 47408
 Telephone: 812-327-1222
 Fax: _____
 E-Mail: carven.thomas@cgrservicesin.com
 Signature: [Handwritten Signature]

(Must be signed by an authorized company representative.)

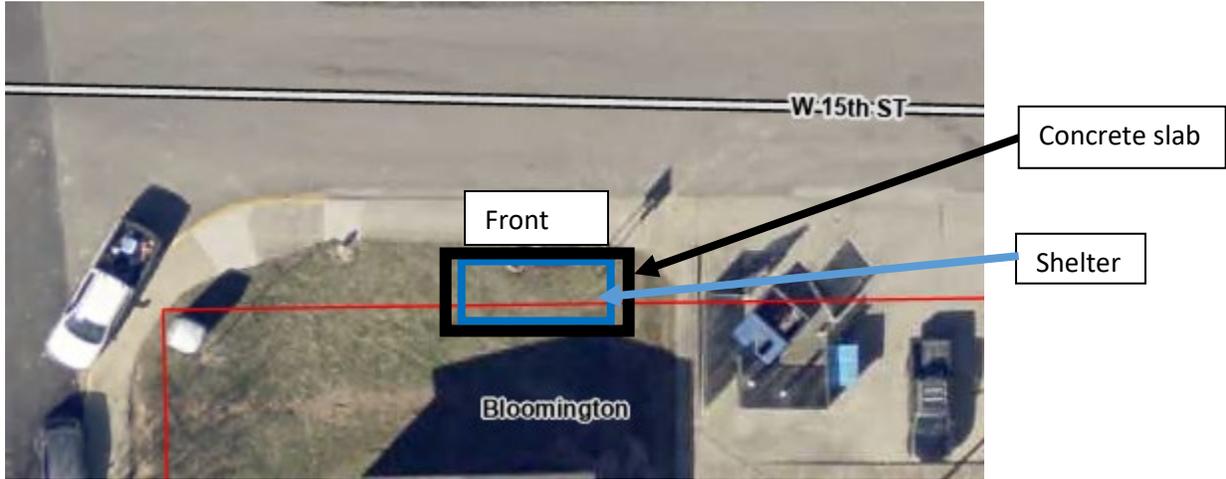
ESD Bus Stop Shelter Installation Scope of Work

All bus stop shelter installations must meet the following requirements:

1. The five (5) bus stop shelters, solar panels, and solar lights are stored in a secure outdoor storage area at the Dillman Road Wastewater Treatment Plant located at 100 W Dillman Rd, Bloomington, IN 47403. Each time the contractor needs access to the storage area, the contractor is required to sign in at the Dillman Road Wastewater Treatment Plant main office and staff will direct the Contractor to the storage location.
2. Similar parts of each shelter are shrink wrapped together in multiple large crates. The contractor is required to open the crates and ensure each part of each shelter is present. If any part is missing, the contractor will notify Shawn Miya, Assistant Director of Sustainability, at shawn.miya@bloomington.in.gov as soon as possible.
3. Contractor is responsible for determining the logistics of transporting and assembling each bus stop shelter according to this scope of work; asphalt street cut repair instructions; and attached assembly instructions, solar panel and light instructions, engineering drawings, structural calculations from Tolar Manufacturing.
4. The preferred location for the shelters is in the Right of Way (ROW). The contractor is required to apply for a Right of Way Use permit from the Engineering Department prior to starting any work. The Engineering Department will review the planned road/sidewalk closures (if any) and facilitate any Board of Public Works approvals (if they are needed).
5. Contractor is responsible for utility locates prior to excavation. If utility lines prevent an installation of a bus shelter where indicated, contractor must notify Shawn Miya by email at shawn.miya@bloomington.in.gov to request that the proposed installation be adjusted to avoid the utilities or to obtain permission for alternate location.
6. All shelter installations must be wheelchair accessible. A minimum 5 foot wide path is required to exit the existing sidewalk, travel around one side of the shelter, and exit the shelter to travel to the curb where the bus will pick up passengers. **The max slope is 2%.**
7. Concrete slabs and new sidewalks must be level with existing sidewalks, curbs, or streets as indicated in the site plans.
8. Use 4000 PSI concrete mix.
9. Shelters, benches, solar panels, and solar lights must be installed according to manufacturer's specifications and must be level upon completion.
10. The shelters must be placed with a minimum of 6 inches of concrete slab on all sides

11. Contractor is responsible for disposal of all debris generated at each site. No dumpsters will be provided by the City or property owners.
12. Each shelter has artwork around the interior walls along the top 12". Contractor is responsible to ensure that the correct artwork is placed at each designated shelter site. Refer to the pictures of the artwork under each shelter's scope of work.

**Shelter #1 – Within ROW at Corner of 15th St. and Lindbergh Dr.
 Art Design: Rabbits and Crows**



Location Description – South of sidewalk on 15th St. and west of bus stop sign

1. The shelter’s opening will face 15th St.
2. Remove bench and relocate planter away from new bus stop location.
3. Move traffic signs to the west of the shelter and east of fire hydrant
4. Excavate for a 12'-1" x 6' slab 6" thick on top of 6" stone base with compacted commercial 53's
5. Form for new concrete slab to the sidewalk
6. Lay in #4 rebar 12" O.C with 3" of clearance from top of slab for slab reinforcement
7. Pour slab
8. Install shelter, bench, solar panel and solar light according to manufacturer’s specification and shelter must be level upon completion



Shelter #1 – Within ROW at Corner of 15th St. and Lindbergh Dr. (cont.)



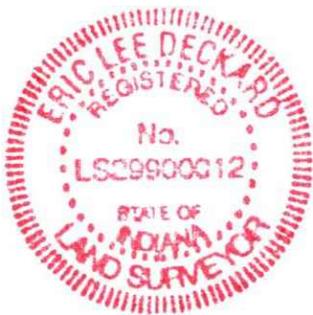
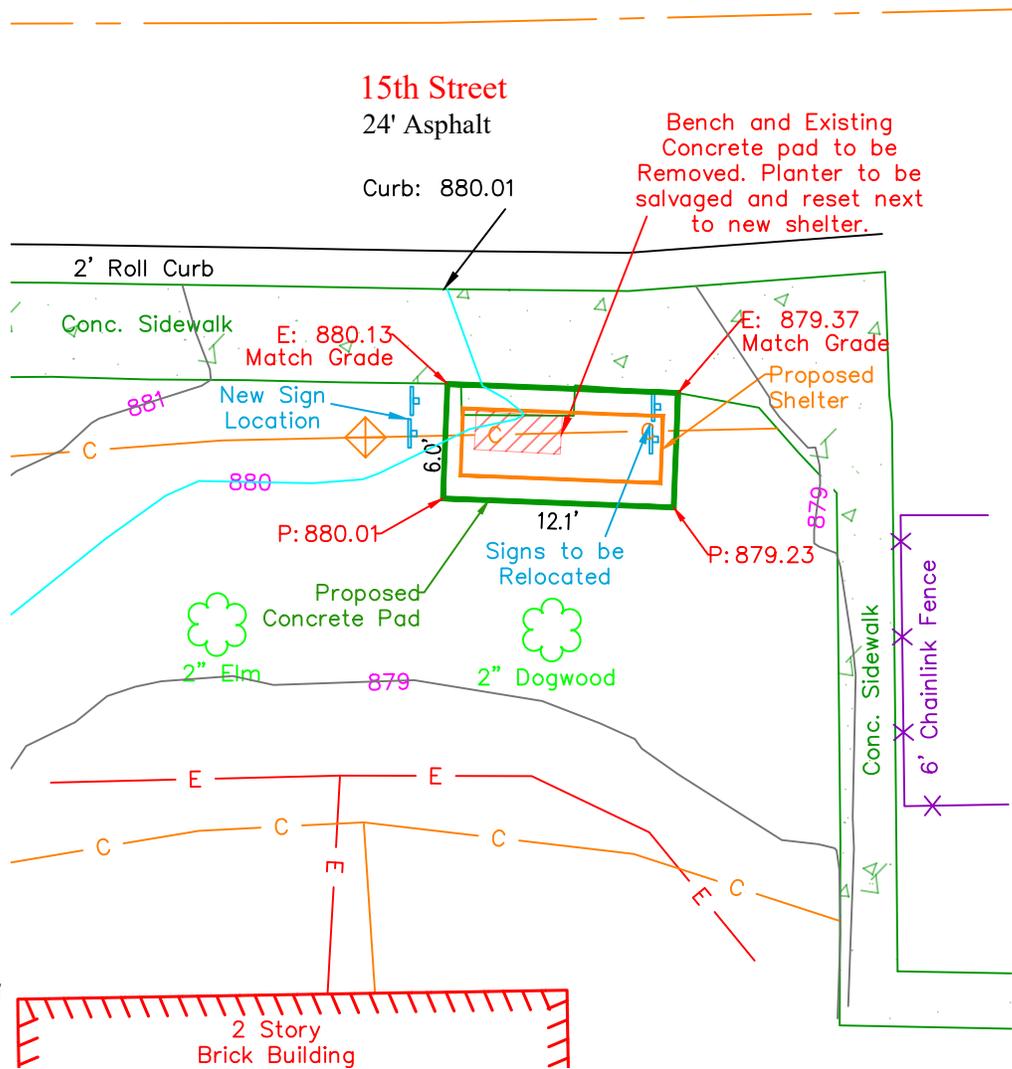
EXHIBIT: SHELTER #1

Intersection of 15th St. and Lindbergh Dr



SCALE 1" = 10'

LEGEND			
⬠	COMMUNICATIONS VAULT	— X —	FENCE
⊕	FIRE HYDRANT	— W —	UNDERGROUND WATER
⌵	SIGN	— E —	UNDERGROUND ELECTRIC
⊕	WATER VALVE	— C —	UNDERGROUND COMMUNICATIONS
⊗	Tree		
E	Existing Grade		
P	Proposed Grade		



Eric L. DeCard

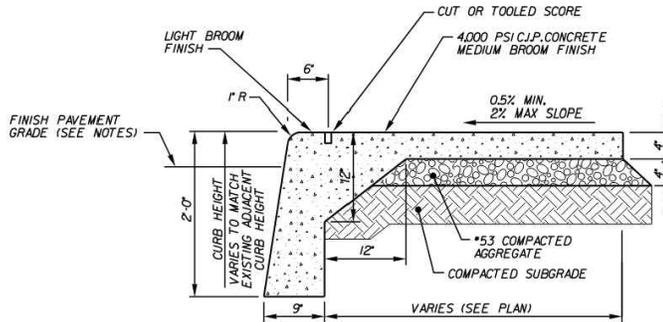
CITY OF BLOOMINGTON BUS STOP			DECKARD LAND SURVEYING 1604 S. HENDERSON ST. BLOOMINGTON IN. 47401 (812)961-0235
EXHIBIT	SHEET 1 OF 2		DRAWN BY: TAT DATED: 7/8/25
		SCALE 1"=10'	PROJECT NO.25-102

EXHIBIT: SHELTER #1

Intersection of 15th St. and Lindbergh Dr

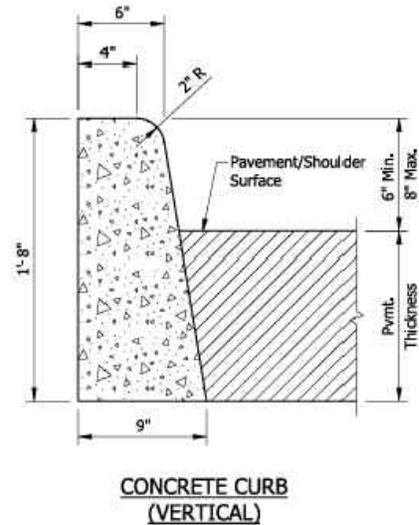
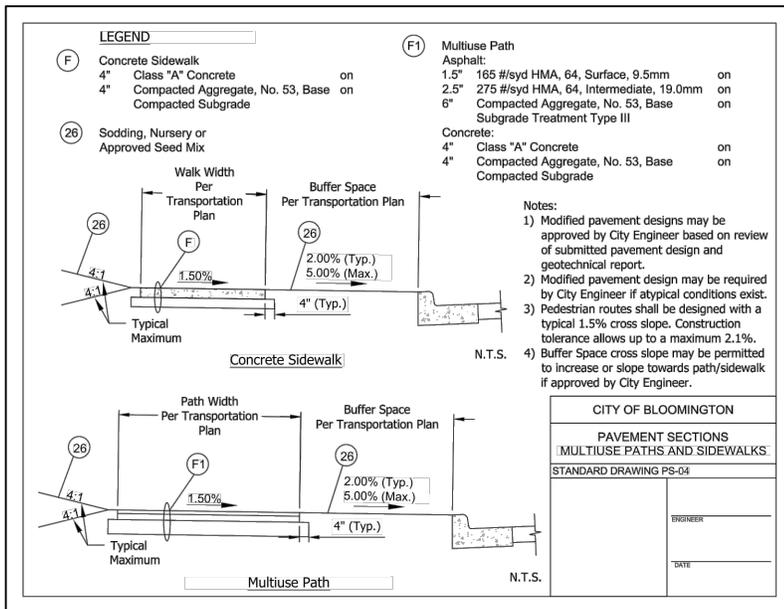
NOTES:

- 1). Fieldwork completed May 2025.
- 2). Coordinates shown hereon were obtained from GPS observations. Indiana West Zone, NAD83, State Plane Grid Coordinates, US Survey Feet. Geoid model ContinentalUS_NGS2018.
- 3). Coordinate data was collected using a Carlson BRX7 GPS and a Carlson RT4 Data Collector. Coordinate positions are grid north (Indiana State Plane West Zone).
- 4). I affirm, under penalty for perjury, that I have taken responsible care to redact each Social Security Number in this document, unless required by law.
- ERIC L. DECKARD



(IC) INTEGRAL CURB AND WALK
N.T.S.

- NOTES:
1. HAND FINISH CURB TO A 6" DEPTH (TYP)
 2. THIS DETAIL MAY BE USED WHERE NEW CONCRETE WALKS ARE NEXT TO NEW CURBS. CURB AND SIDEWALK WILL BE PAID SEPARATELY REGARDLESS OF INSTALLATION METHOD.
 3. USE IN CONJUNCTION WITH PAVEMENT PATCH DETAIL.



CONCRETE CURB (VERTICAL)

CITY OF BLOOMINGTON BUS STOP

EXHIBIT

SHEET
2 OF 2



DECKARD LAND SURVEYING
1604 S. HENDERSON ST.
BLOOMINGTON IN. 47401
(812)961-0235

DRAWN BY: TAT
DATED: 7/8/25

CHECKED BY:
ELD

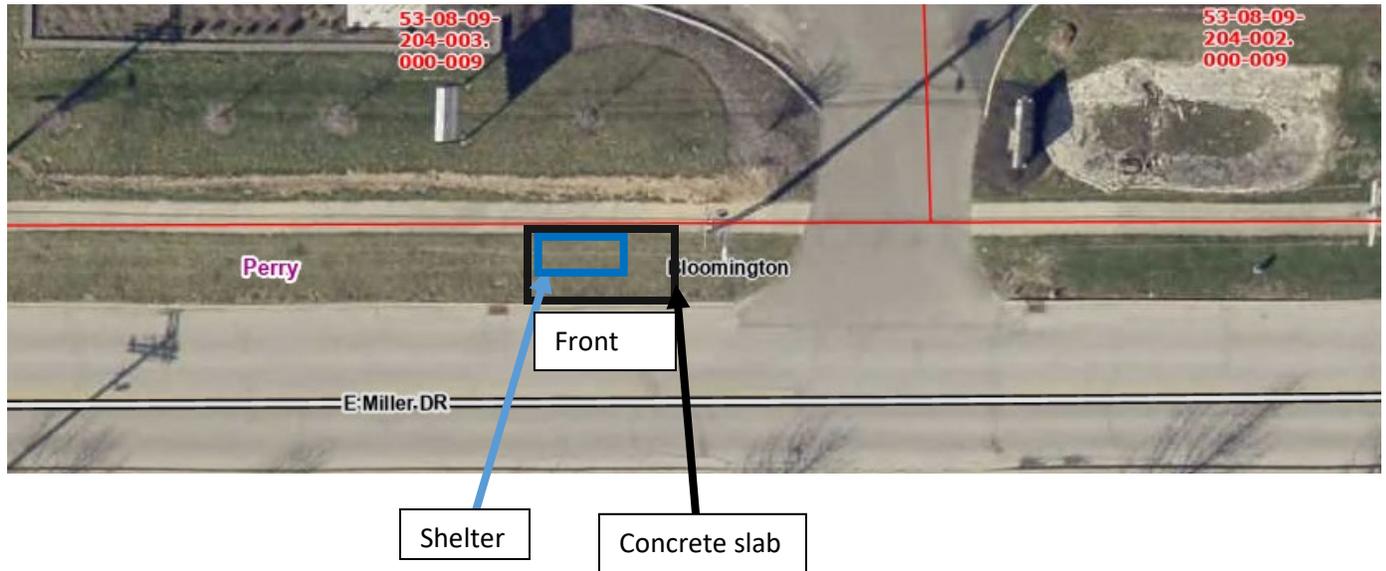
SCALE
1"=10'

PROJECT NO.25-102

Shelter #2 – Within ROW at 122 E. Miller Drive



Art Design: Flowers



Location Description – In the ROW between E. Miller Dr. and sidewalk. Passengers will travel on the sidewalk to the north side of the shelter, travel around shelter to enter, & exit south to board the bus

1. The shelter's opening will face E. Miller Dr.
2. Install concrete slab starting at 40 feet west of entrance to IU Community Health Clinic. May need to shift installation to the east a few feet to avoid underground utilities.
3. In order to make wheelchair accessible, a path is need from the existing sidewalk to inside the shelter and from the shelter to the curb. Minimum path of 5 feet is required along this path
4. Excavate for a 17'1" x 11'1" slab 6" thick on top of 6" stone bas with compacted commercial 53's
5. Form for new concrete slab
6. Lay in #4 rebar 12" O.C with 3" of clearance from top of slab for slab reinforcement
7. Pour slab from sidewalk to the curb to allow access to the bus
8. Install shelter, bench, solar panel and solar light according to manufacturer's specification and shelter must be level upon completion



West edge of concrete slab

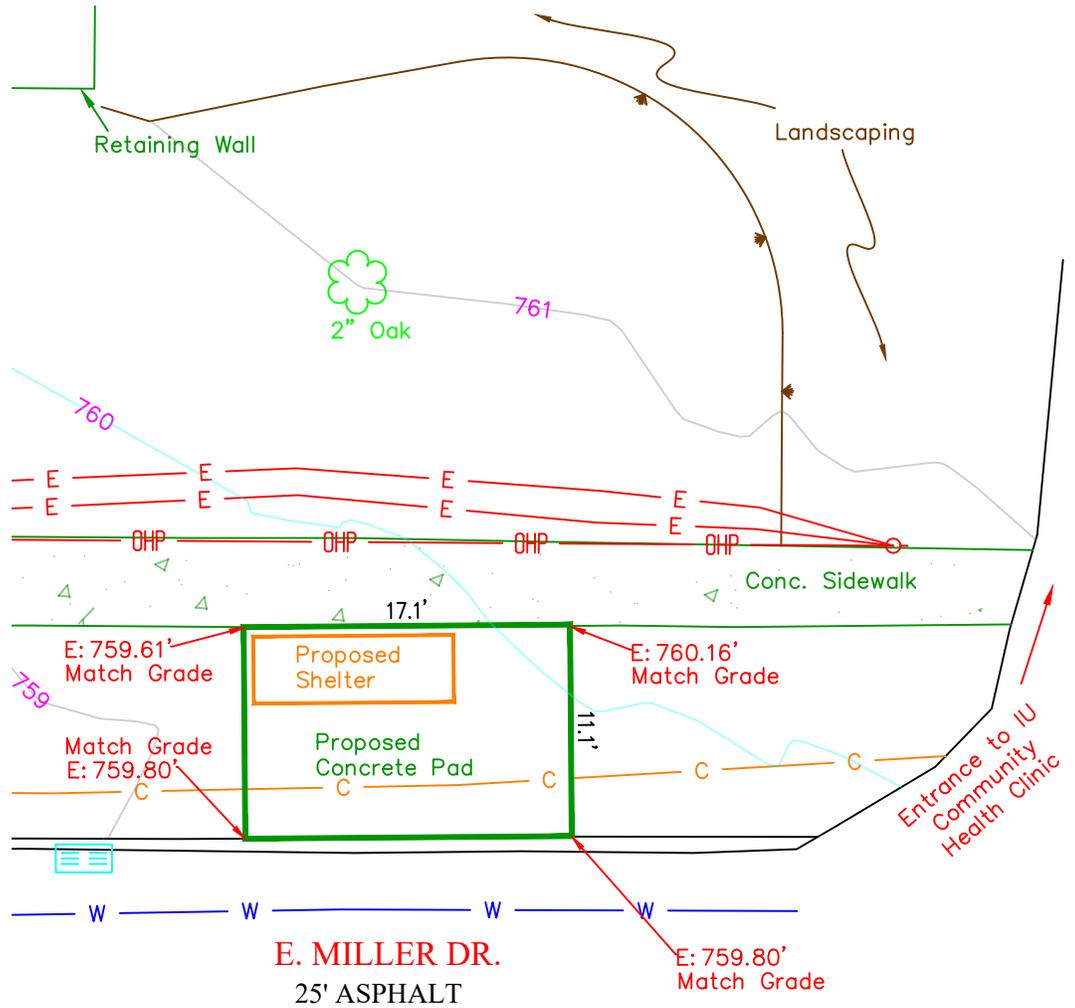
EXHIBIT: SHELTER #2

122 E. Miller Dr.



SCALE 1" = 10'

LEGEND			
○	POWER POLE	—▼—	LANDSCAPING
≡	CURB INLET	— W —	UNDERGROUND WATER
☼	Tree	— E —	UNDERGROUND ELECTRIC
E	Existing Grade	— C —	UNDERGROUND COMMUNICATIONS
P	Proposed Grade	— OHP —	OVERHEAD POWER LINE



Eric L. Deckard

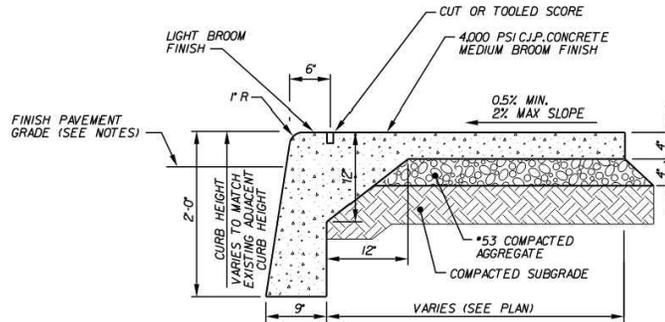
CITY OF BLOOMINGTON BUS STOP			DECKARD LAND SURVEYING 1604 S. HENDERSON ST. BLOOMINGTON IN. 47401 (812)961-0235
EXHIBIT	SHEET 1 OF 2		
DRAWN BY: TAT DATED: 7/8/25	CHECKED BY: ELD	SCALE 1"=10'	PROJECT NO. 25-102

EXHIBIT: SHELTER #2

122 E. Miller Dr.

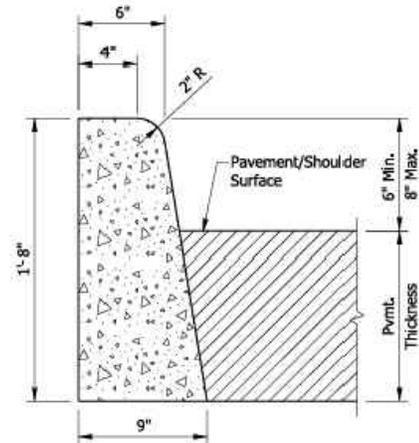
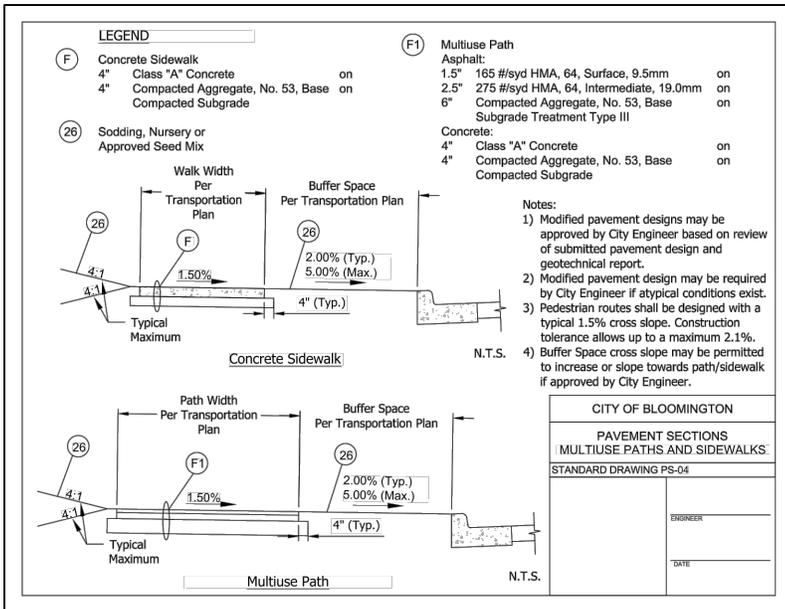
NOTES:

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- ERIC L. DECKARD



IC INTEGRAL CURB AND WALK
NTS

- NOTES:
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 2. THIS DETAIL MAY BE USED WHERE NEW CONCRETE WALKS ARE NEXT TO NEW CURBS. CURB AND SIDEWALK WILL BE PAID SEPARATELY REGARDLESS OF INSTALLATION METHOD.
 3. USE IN CONJUNCTION WITH PAVEMENT PATCH DETAIL.



CONCRETE CURB (VERTICAL)

CITY OF BLOOMINGTON BUS STOP

EXHIBIT

SHEET
2 OF 2



DECKARD LAND SURVEYING
1604 S. HENDERSON ST.
BLOOMINGTON IN. 47401
(812)961-0235

DRAWN BY: TAT
DATED: 7/8/25

CHECKED BY:
ELD

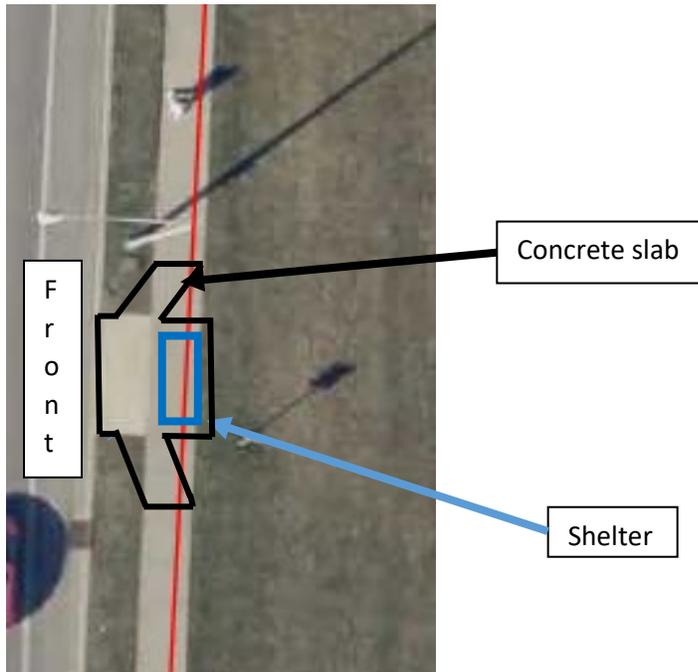
SCALE
1"=10'

PROJECT NO.25-102

Shelter #3 – Within ROW at 2801 E. Buick Cadillac Blvd



Art Design: Butterfly Wing



Location: In the ROW between College Mall Rd. and sidewalk area. Passengers will exit shelter and travel to the concrete slab to the curb to board the bus.

1. Shelter opening will face College Mall Road
2. The center of the shelter will be centered on the concrete slab with at least 6" of slab between the shelter and edge of slab on the north, south and east sides
3. Remove and reinstall 30 MPH Traffic Sign as indicated in the site plan
4. Excavate and demo existing sidewalk where the shelter will be installed
5. Excavate an area as indicated in the site plan for a slab 6" thick on top of 6" stone base with compacted commercial 53's
6. Excavate on the north and south side of the existing slab for a curved sidewalk so there is at least a 5' path around the shelter
7. Form for new concrete slab beginning at the nearest existing sidewalk joints and create curved sidewalk connections that connects the existing sidewalk to the existing concrete slab on both north and south sides of it to create a 5' sidewalk path in front of the shelter
8. Lay in #4 rebar 12" O.C with 3" of clearance from top of slab for slab reinforcement.

Shelter #3 – Within ROW at 2801 E. Buick Cadillac Blvd (cont.)

9. Pour slab to the existing concrete slab and new curved sidewalk connections to the existing concrete slab
10. Install shelter, bench, solar panel and solar light according to manufacturer's specification and shelter must be level upon completion



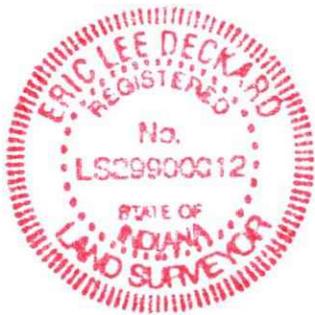
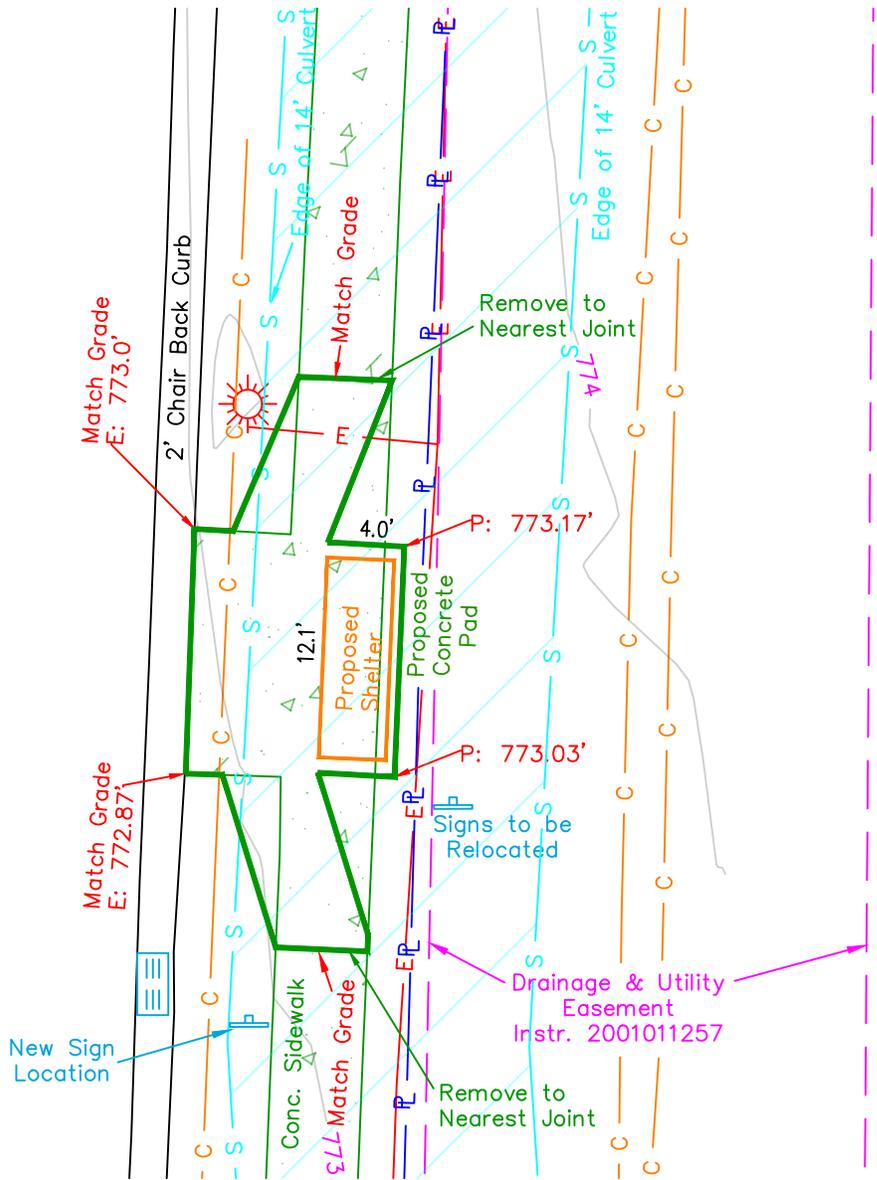
EXHIBIT: SHELTER #3
 2801 E. Buick Cadillac Blvd.



SCALE 1" = 10'

LEGEND			
	LIGHT POLE		UNDERGROUND ELECTRIC
	CURB INLET		UNDERGROUND COMMUNICATIONS
	SIGN		Property Line
	Existing Grade		
	Proposed Grade		

S. COLLEGE MALL RD.
 Width Varies Asphalt



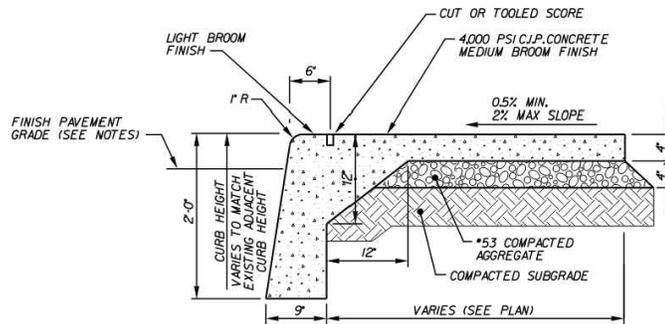
Eric L. Deckard

CITY OF BLOOMINGTON BUS STOP			DECKARD LAND SURVEYING 1604 S. HENDERSON ST. BLOOMINGTON IN. 47401 (812)961-0235
EXHIBIT	SHEET 1 OF 2		
DRAWN BY: TAT DATED: 7/8/25	CHECKED BY: ELD	SCALE 1"=10'	PROJECT NO. 25-102

EXHIBIT: SHELTER #3 2801 E. Buick Cadillac Blvd.

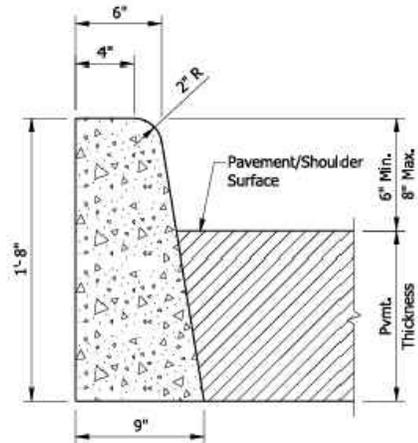
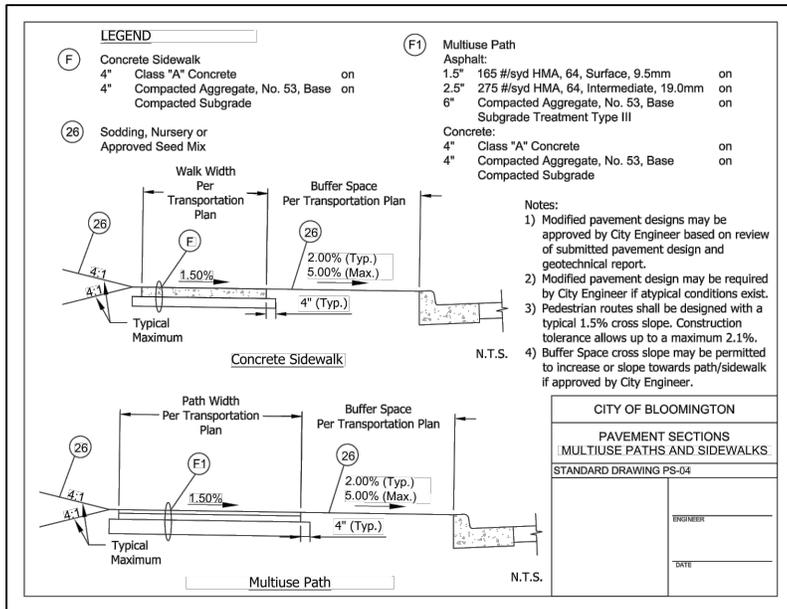
NOTES:

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- ERIC L. DECKARD



IC INTEGRAL CURB AND WALK
NTS

- NOTES:
1. HAND FINISH CURB TO A 6" DEPTH (TYP.)
 2. THIS DETAIL MAY BE USED WHERE NEW CONCRETE WALKS ARE NEXT TO NEW CURBS. CURB AND SIDEWALK WILL BE PAID SEPARATELY REGARDLESS OF INSTALLATION METHOD.
 3. USE IN CONJUNCTION WITH PAVEMENT PATCH DETAIL.



**CONCRETE CURB
(VERTICAL)**

CITY OF BLOOMINGTON BUS STOP

EXHIBIT

DRAWN BY: TAT
DATED: 7/8/25

CHECKED BY:
ELD

SHEET
2 OF 2

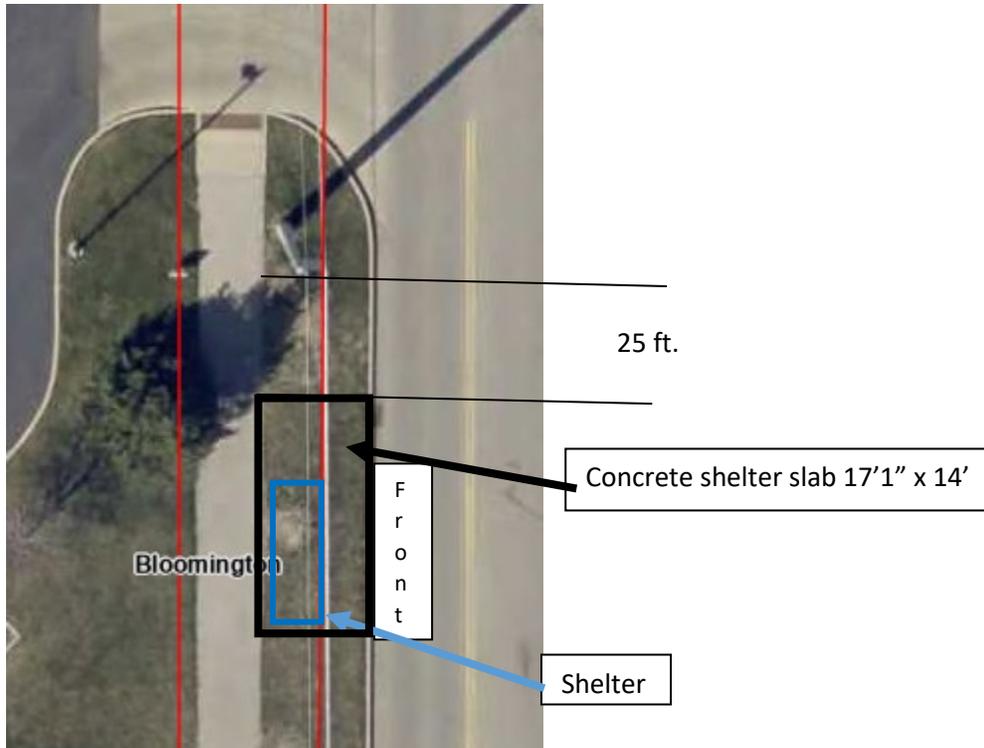
SCALE
1"=10'



DECKARD LAND SURVEYING
1604 S. HENDERSON ST.
BLOOMINGTON IN. 47401
(812)961-0235

PROJECT NO.25-102

Shelter #4 – Within ROW at 1200 S. Rogers



Location Description – South of the entrance to Dermatology Center of Southern Indiana and east of the sidewalk. Passengers will exit the shelter and travel east to board the bus on S. Rogers.

1. Shelter's opening will face S. Rogers
2. North edge of the concrete slab will be 25 ft. south of the light pole south of entrance to the Dermatology Center
3. In order to make wheelchair accessible, the new sidewalk west of the shelter and to the north of the shelter to the curb must be 5' all along this path.
4. Excavate for a 17' 1" x 14' slab 6" thick on top of 6" stone base with compacted commercial 53's
5. Form for new concrete slabs
6. Lay in #4 rebar 12" O.C with 3" of clearance from top of slab for shelter slab reinforcement.
7. Pour shelter slab from the sidewalk to the curb
8. Install shelter, bench, solar panel and solar light according to manufacturer's specification and shelter must be level upon completion

Shelter #4 – Within ROW at 1200 S. Rogers (cont.)

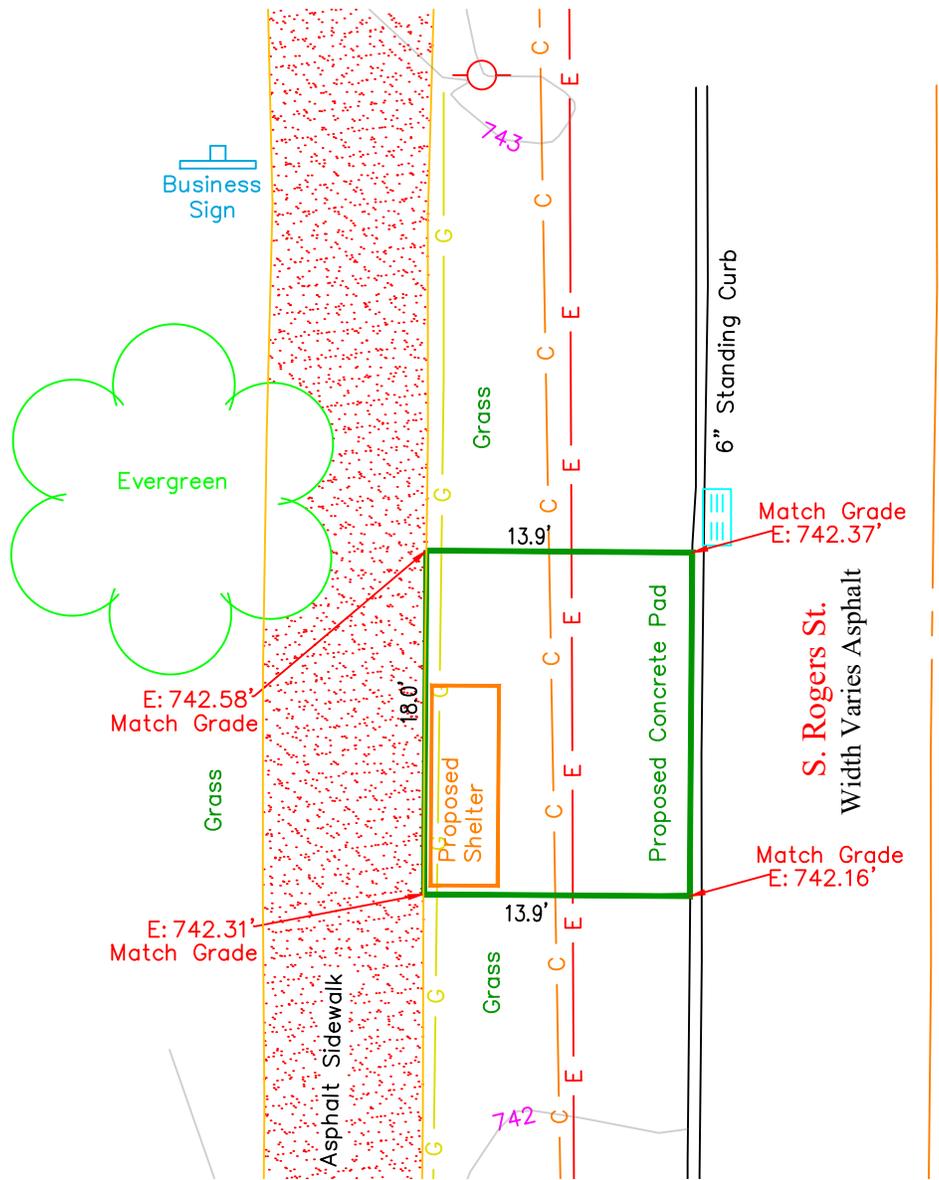


EXHIBIT: SHELTER #4
1200 S. ROGERS



SCALE 1" = 10'

LEGEND	
	POWER POLE
	CURB INLET
	Tree
E	Existing Grade
P	Proposed Grade
	UNDERGROUND GAS
	UNDERGROUND ELECTRIC
	UNDERGROUND COMMUNICATIONS



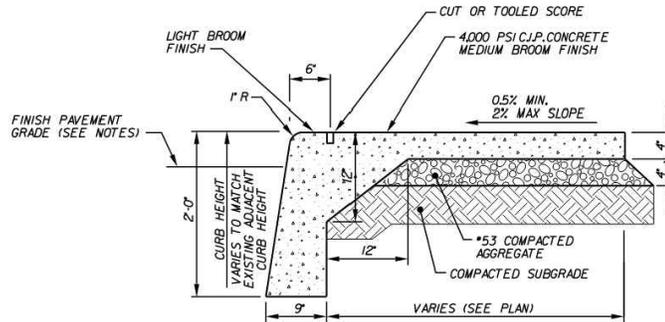
Eric L. Deckard

CITY OF BLOOMINGTON BUS STOP			DECKARD LAND SURVEYING 1604 S. HENDERSON ST. BLOOMINGTON IN. 47401 (812)961-0235
EXHIBIT	SHEET 1 OF 2		
DRAWN BY: TAT DATED: 7/8/25	CHECKED BY: ELD	SCALE 1"=10'	PROJECT NO. 25-102

EXHIBIT: SHELTER #4 1200 S. ROGERS

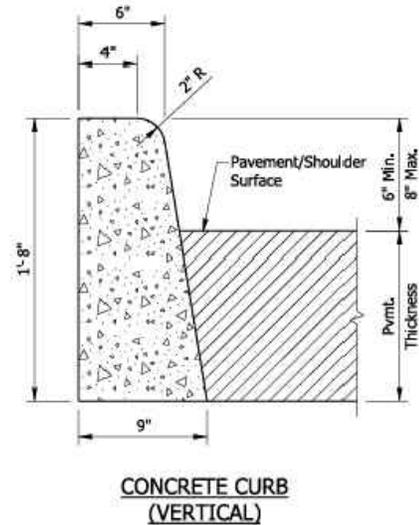
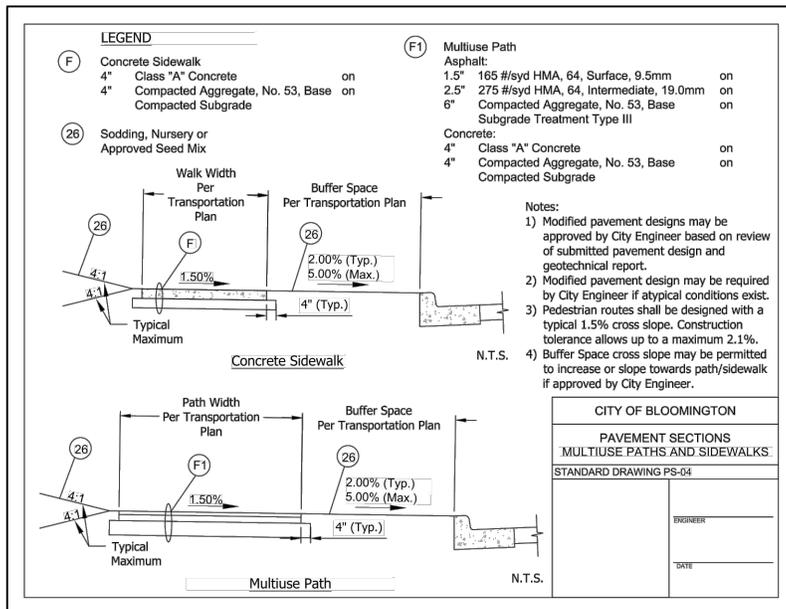
NOTES:

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- ERIC L. DECKARD



IC INTEGRAL CURB AND WALK
NTS

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 3. USE IN CONJUNCTION WITH PAVEMENT PATCH DETAIL.



CITY OF BLOOMINGTON BUS STOP

EXHIBIT

SHEET
2 OF 2



DECKARD LAND SURVEYING
1604 S. HENDERSON ST.
BLOOMINGTON IN. 47401
(812)961-0235

DRAWN BY: TAT
DATED: 7/8/25

CHECKED BY:
ELD

SCALE
1"=10'

PROJECT NO. 25-102

Shelter #5 - Within ROW at intersection of E. Rogers Rd. and Winding Brook



Location Description – Shelter will be placed on existing concrete pad. Passengers will exit the shelter and travel to the curb cutout to board the bus on E. Rogers Rd.

1. The shelter's opening will face E. Rogers Rd.
2. Ensure concrete pad meets manufacturer's specifications. If not, demo 12' 1" x 6' concrete pad area and follow steps 3 – 6
3. Excavate for a 12' 1" x 6' slab 6" thick on top of 6" stone base with compacted commercial 53's
4. Form for new concrete slabs
5. Lay in #4 rebar 12" O.C with 3" of clearance from top of slab for shelter slab reinforcement.
6. Pour shelter slab to the existing sidewalk
7. Install shelter, bench, solar panel and solar light according to manufacturer's specification and shelter must be level upon completion



**Shelter #5 - Within in ROW at intersection of E. Rogers Rd. and Winding Brook
(cont.)**

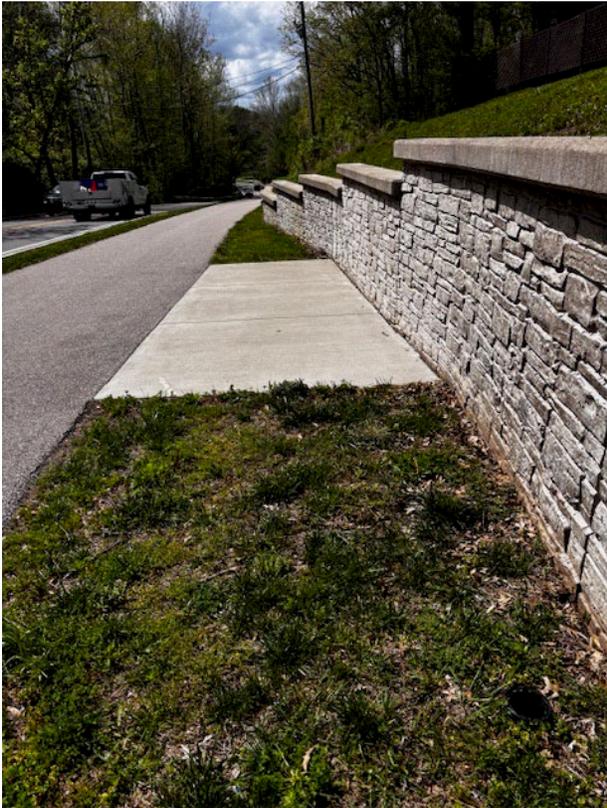
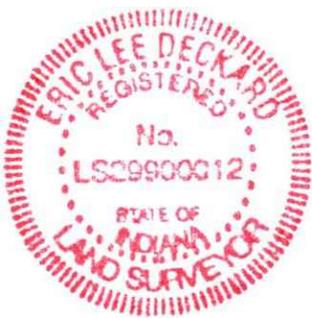
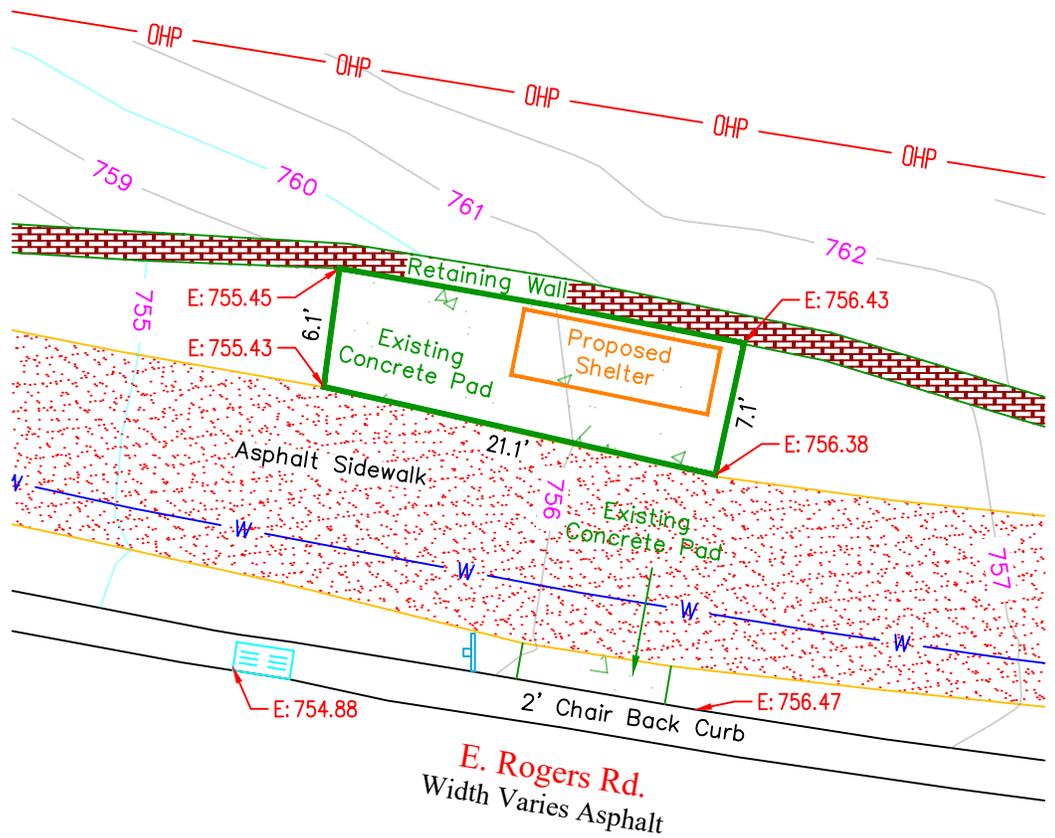


EXHIBIT: SHELTER #5
 Intersection of E. Rogers Rd. and Winding Brook Cir.



SCALE 1" = 10'

LEGEND	
SIGN	OHP ——— OVERHEAD POWER
CURB INLET	W ——— UNDERGROUND WATER
E Existing Grade	



Eric L. DeKard

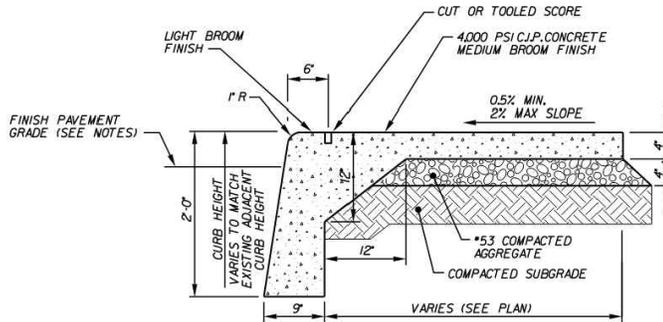
CITY OF BLOOMINGTON BUS STOP		<p>DEKARD LAND SURVEYING 1604 S. HENDERSON ST. BLOOMINGTON IN. 47401 (812)961-0235</p>	
EXHIBIT	SHEET 1 OF 2		
DRAWN BY: TAT DATED: 7/8/25	CHECKED BY: ELD	SCALE 1"=10'	PROJECT NO. 25-102

EXHIBIT: SHELTER #5

Intersection of E. Rogers Rd. and Winding Brook Cir.

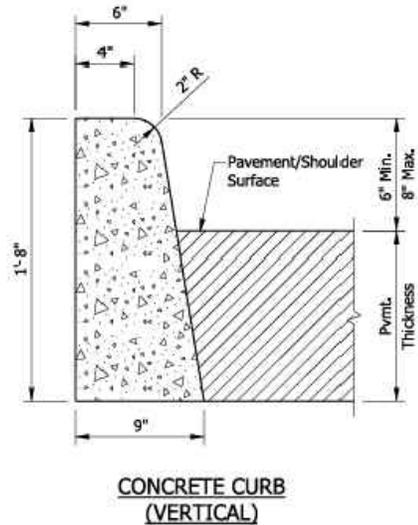
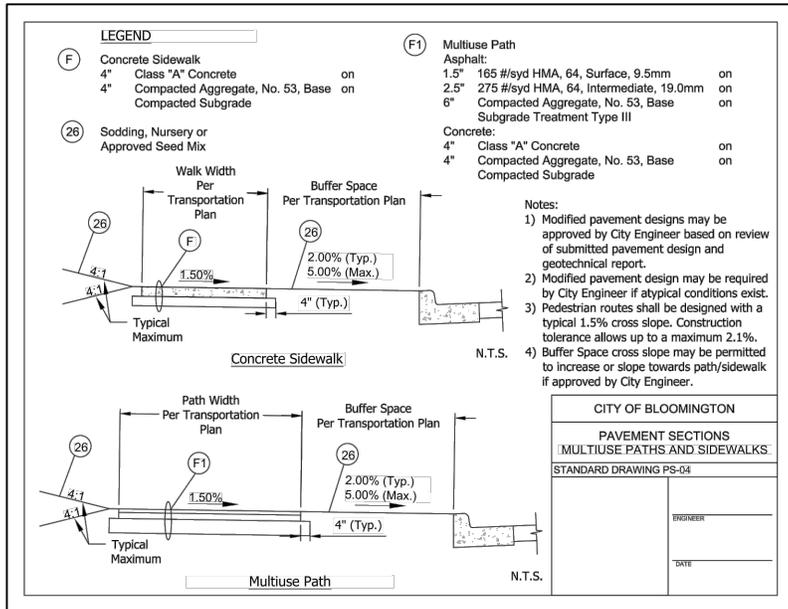
NOTES:

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- ERIC L. DECKARD



IC INTEGRAL CURB AND WALK
NTS

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 3. USE IN CONJUNCTION WITH PAVEMENT PATCH DETAIL.



CONCRETE CURB (VERTICAL)

CITY OF BLOOMINGTON BUS STOP

EXHIBIT

SHEET
2 OF 2



DECKARD LAND SURVEYING
1604 S. HENDERSON ST.
BLOOMINGTON IN. 47401
(812)961-0235

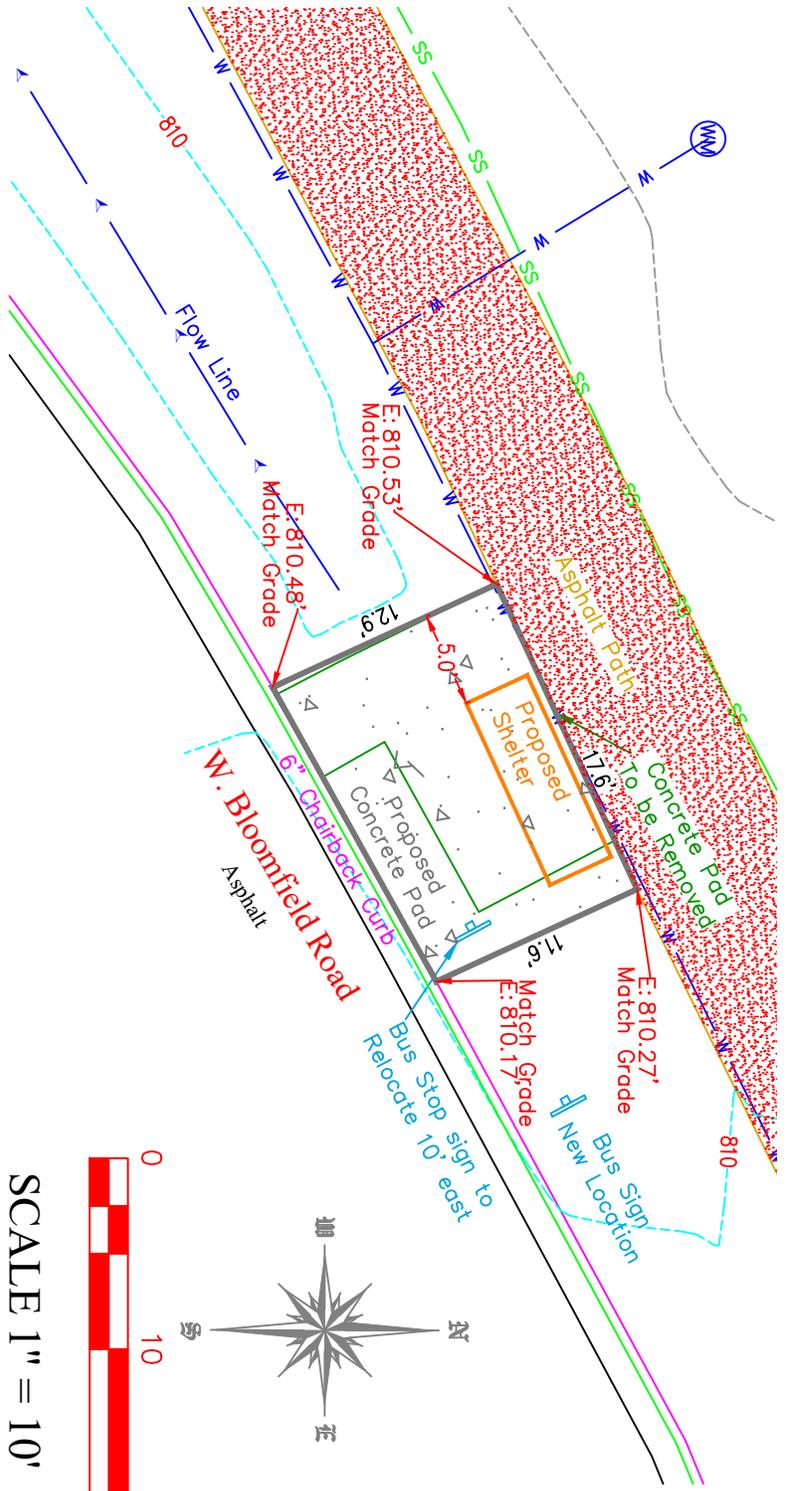
DRAWN BY: TAT
DATED: 7/8/25

CHECKED BY:
ELD

SCALE
1"=10'

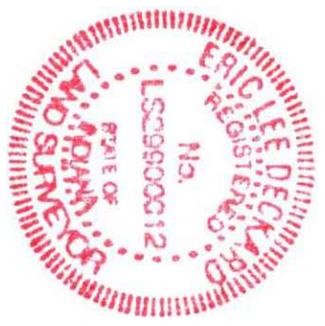
PROJECT NO. 25-102

EXHIBIT: SHELTER
Bloomfield Rd.



SCALE 1" = 10'

LEGEND	
	POWER POLE
	CURB INLET
	Tree
	Existing Grade
	Proposed Grade
	LANDSCAPING
	UNDERGROUND WATER
	UNDERGROUND ELECTRIC
	UNDERGROUND COMMUNICATIONS
	OVERHEAD POWER LINE

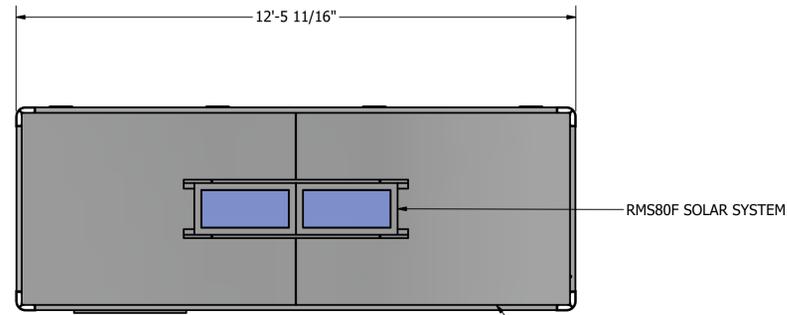


Eric LeDeckard

CITY OF BLOOMINGTON BUS STOP			DECKARD LAND SURVEYING 1604 S. HENDERSON ST. BLOOMINGTON IN. 47401 (812)961-0235
EXHIBIT	SHEET 1 OF 2		
DRAWN BY: TAT DATED: 11/6/25	CHECKED BY: ELD	SCALE 1"=10'	PROJECT NO.25-102

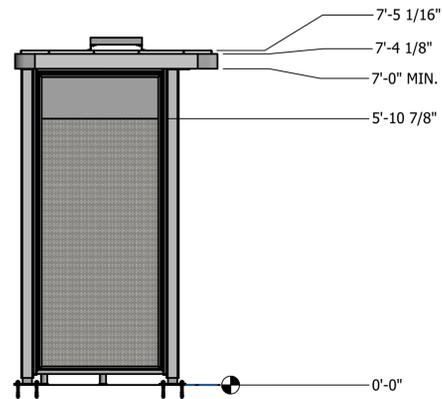
GENERAL NOTES:

1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 1-10. ELECTRODES SHALL CONFORM TO AWS 5.1, CLASS E70S-5.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 2-08. ELECTRODES SHALL CONFORM TO AWS/SFA 5.10 CLASS ER4043.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.
7. ALL CORPORATE PROCEDURES, INCLUDING FABRICATION, MUST BE IN COMPLIANCE WITH TOLAR MANUFACTURING CO. INC'S QUALITY CONTROL MANUAL
8. THE CONCRETE PAD SIZES SHOWN DO NOT INCLUDE ADA CLEAR PATH REQUIREMENTS.

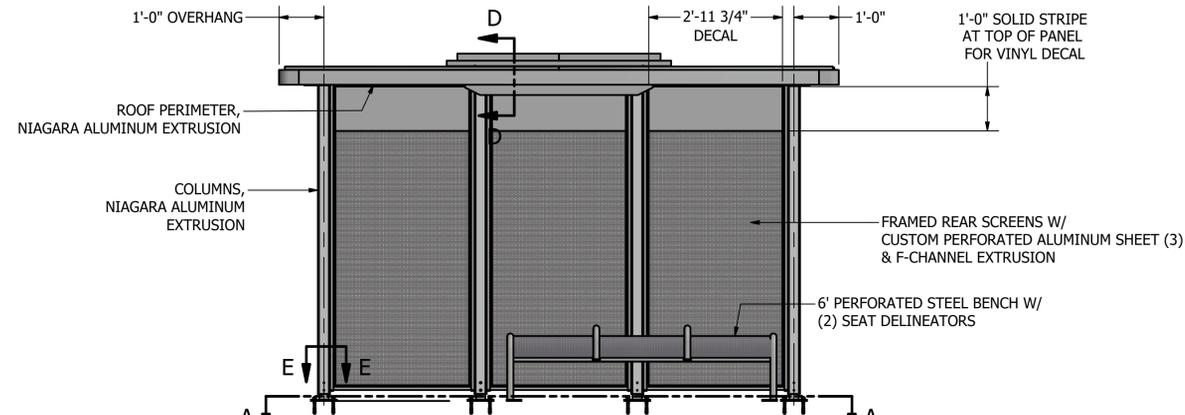


TOP VIEW
SCALE 1/2"=1'-0"

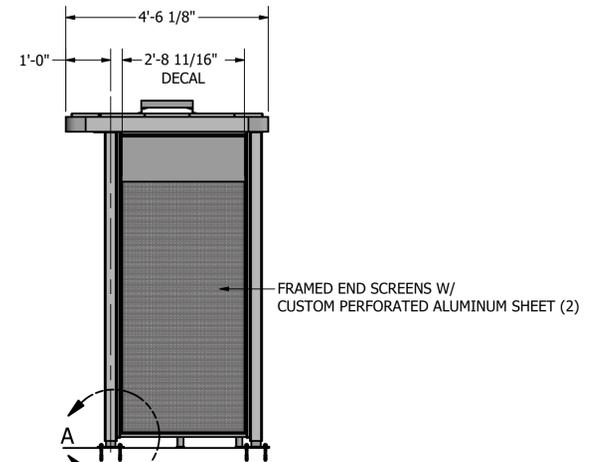
ROOF PANELS,
1/8" THICK ALUMINUM SHEET SECURED
WITH #14 X 1-1/2", SELF TAP, FLANGE HD
W/ NEOPRENE SEAL, ZINC (12" O.C.)



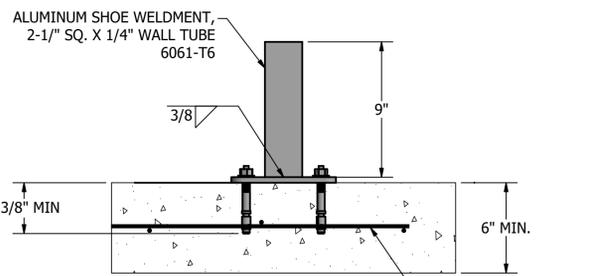
SIDE VIEW
SCALE 1/2"=1'-0"



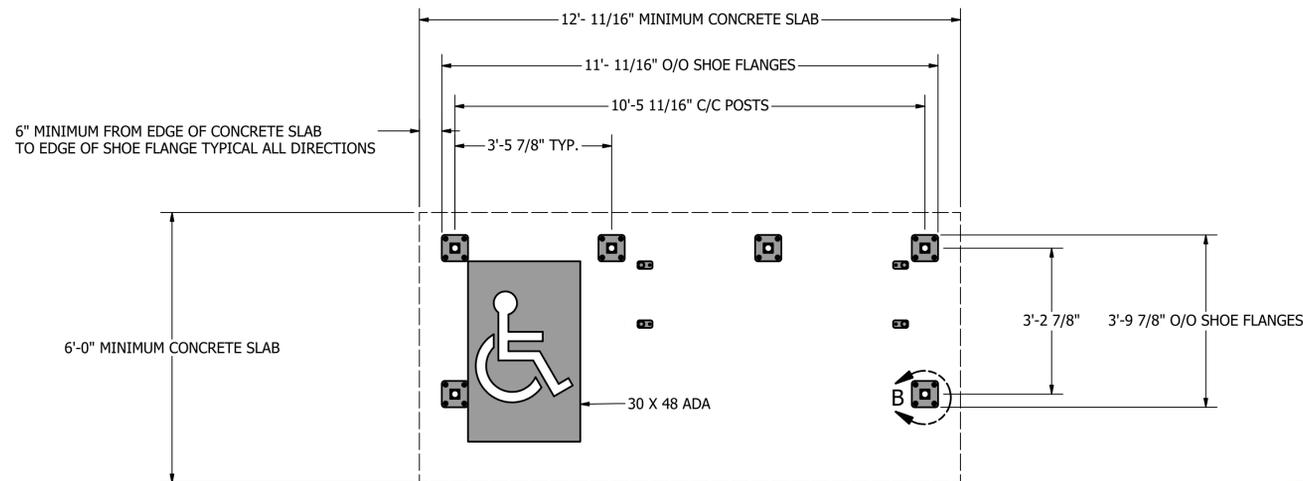
FRONT VIEW
SCALE 1/2"=1'-0"



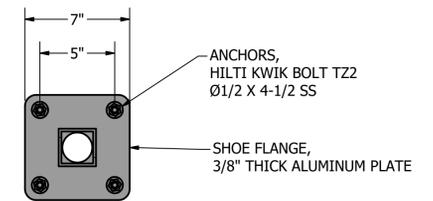
SIDE VIEW
SCALE 1/2"=1'-0"



DETAIL A
SCALE 2"=1'-0"



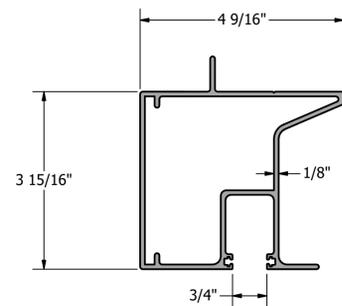
SECTION A-A
SCALE 1/2"=1'-0"



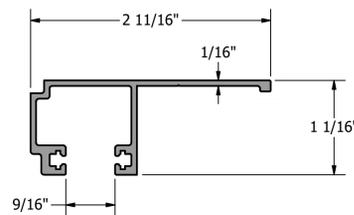
DETAIL B
SCALE 2"=1'-0"



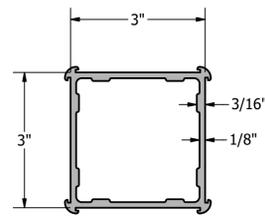
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TOLAR MANUFACTURING COMPANY, INC 258 Mariah Circle, Corona CA. 92879		DESCRIPTION: 12'X5'NANIAPMSOLAR CUSTOMER/VENDOR: BLOOMINGTON, IN DWG NO: 52580-00 DATE: 10/8/2024 DRAWN BY: RFarr	
SCALE: AS NOTED	DATE: 10/8/2024	DRAWN BY: RFarr	PAGE: 1 of 4



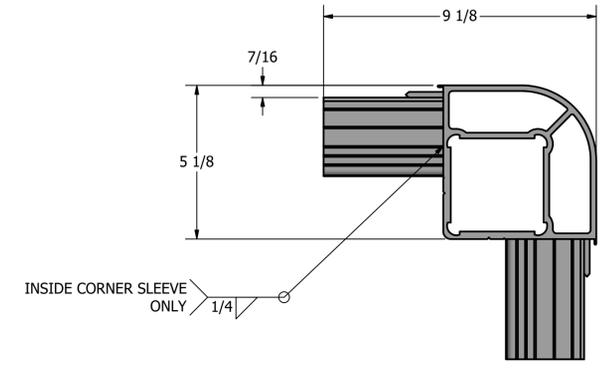
NIAGARA ROOF EXTRUSION
SCALE 6"=1'-0"



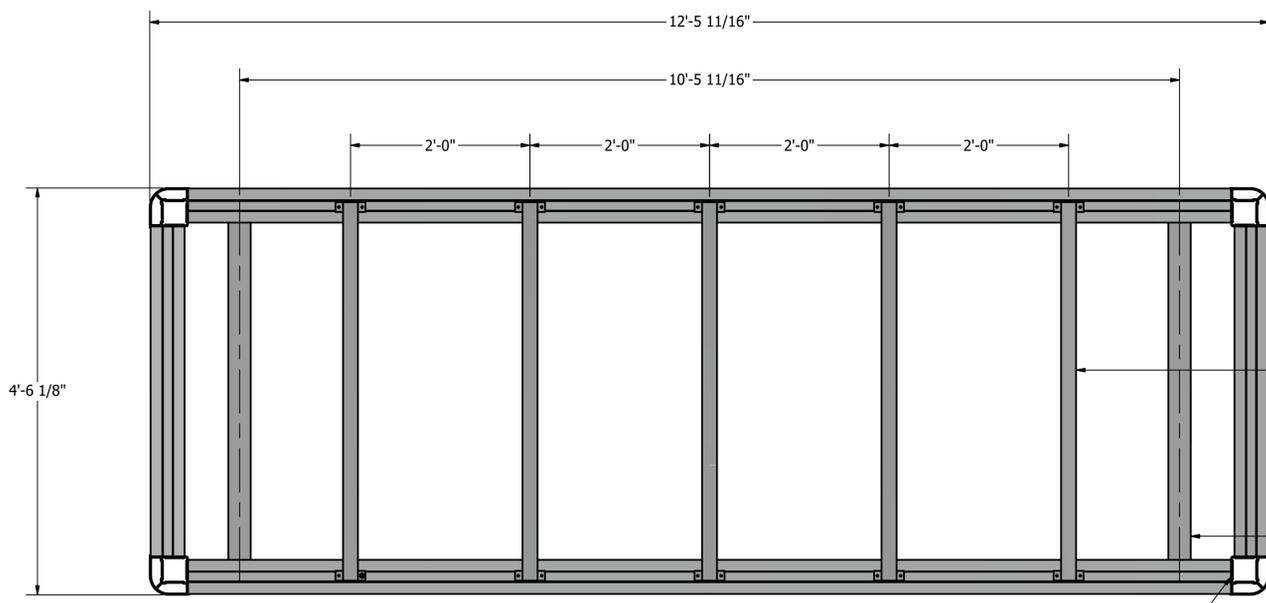
F-CHANNEL EXTRUSION
SCALE 12"=1'-0"



NIAGARA COLUMN EXTRUSION
SCALE 6"=1'-0"



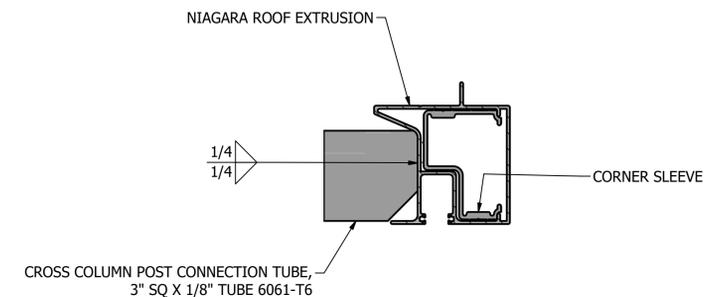
CORNER TRIM EXTRUSION PROFILE
SCALE 4"=1'-0"



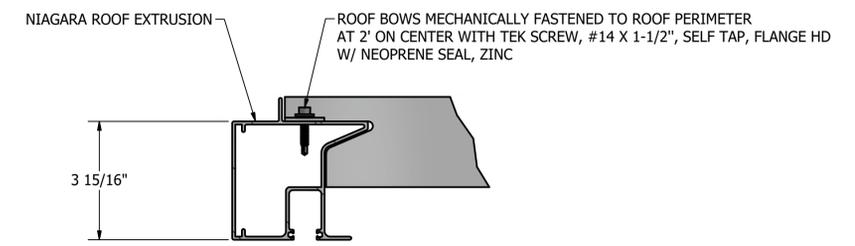
TOP VIEW
SCALE 1"=1'-0"

ROOF BOWS,
2" X 3" X 1/8" ALUMINUM TUBE
6061-T6

CROSS COLUMN POST CONNECTION TUBE,
3" SQ X 1/8" TUBE 6061-T6



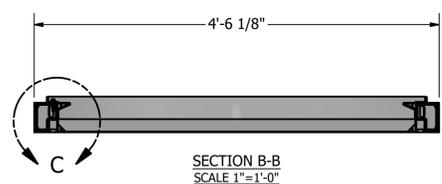
SECTION C-C
SCALE 4"=1'-0"



DETAIL C
SCALE 4"=1'-0"



FRONT VIEW
SCALE 1"=1'-0"



SECTION B-B
SCALE 1"=1'-0"

UZMAN ENGINEERING
1244 West Chester Pike, Ste 402, West Chester PA 19382
Tel (610) 320-2100

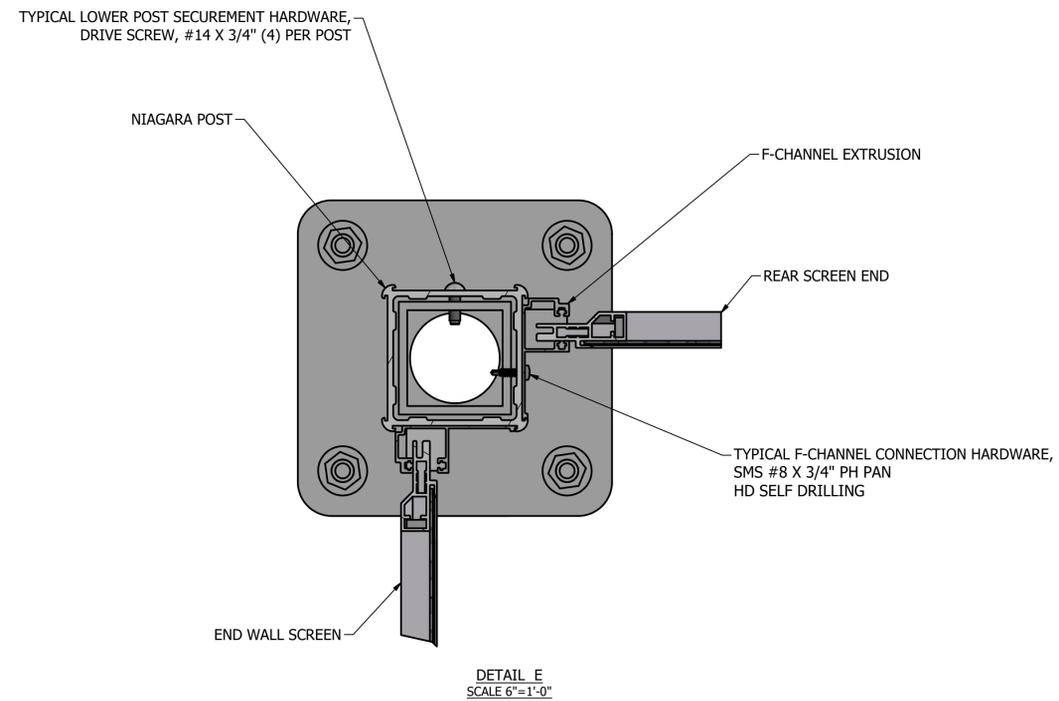
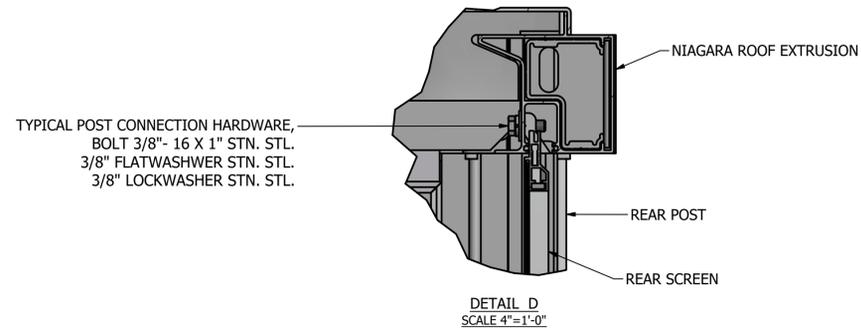
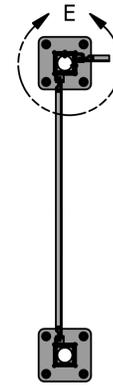
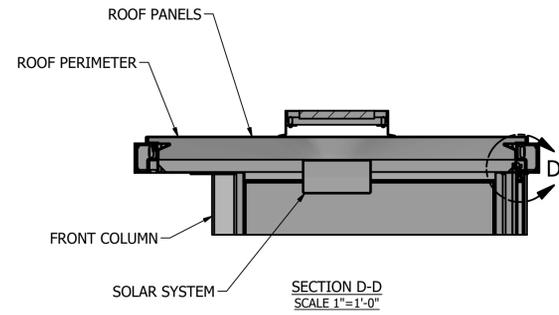
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Scan QR Code for verification; otherwise not valid.



TOLAR MANUFACTURING COMPANY, INC 258 Mariah Circle, Corona CA. 92879		DESCRIPTION FRONT ROOF TRIM, NIA. ROOF		PAGE: 2 of 4	
CUSTOMER/VENDOR BLOOMINGTON, IN		DWG NO. 52583-00		REV -	
SCALE AS NOTED	DATE 10/8/2024	DRAWN BY: RFarr			



UZMAN
ENGINEERING

UZMAN ENGINEERING LLC
1244 West Chester Pike, Ste 402, West Chester PA 19382
Tel (610) 320-2100

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SealPact 2025-01-09 17:02:44 EST
Click seal or scan QR Code for verification; otherwise not valid.



TOLAR		TOLAR MANUFACTURING COMPANY, INC 258 Mariah Circle, Corona CA. 92879	
DESCRIPTION		12'X5'NANIAPMSOLAR	
CUSTOMER/VENDOR		BLOOMINGTON, IN	
SIZE	MATL	DWG NO.	REV
D		52580-00	-
SCALE	DATE	DRAWN BY:	
AS NOTED	10/8/2024	RFart	



UZMAN ENGINEERING
 1244 West Chester Pike, Ste 402, West Chester PA 19382
 Tel (610) 320-2100

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SealPact 2025-01-09 17:02:44 EST
 Click seal or scan QR Code for verification; otherwise not valid.



TOLAR		TOLAR MANUFACTURING COMPANY, INC	
258 Mariah Circle, Corona CA. 92879			
DESCRIPTION			PAGE: 4 of 4
CUSTOMER/VENDOR			REV
BLOOMINGTON, IN			
SIZE	MATL	VARIAS	DWG NO.
D			
SCALE	DATE	DRAWN BY:	
AS NOTED	10/8/2024	RFarr	

STRUCTURAL CALCULATIONS

FOR

52580-00

Bloomington, IN

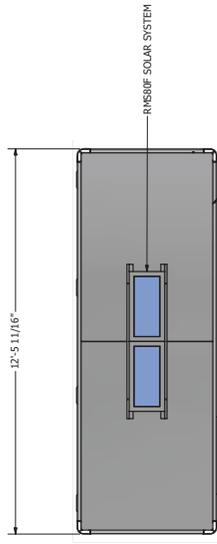


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Click seal or scan QR Code for
verification; otherwise not valid.

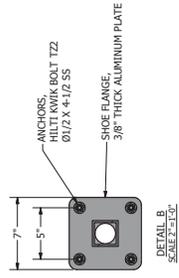
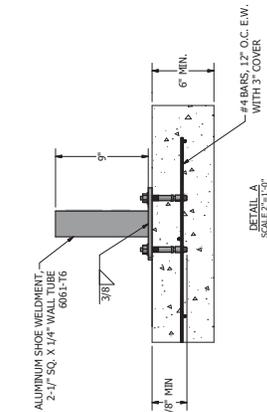
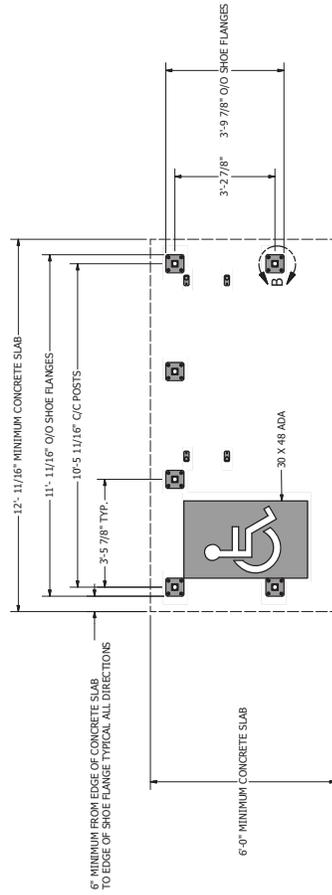
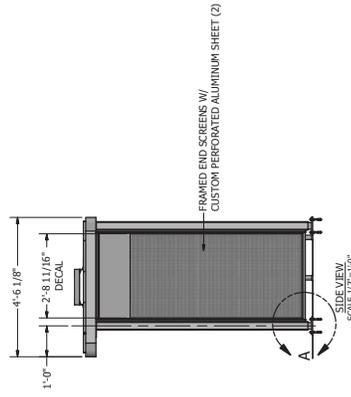
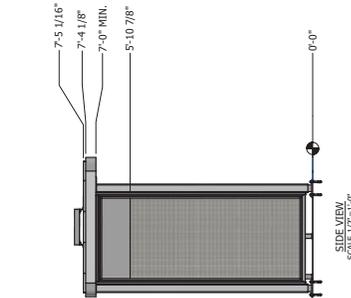
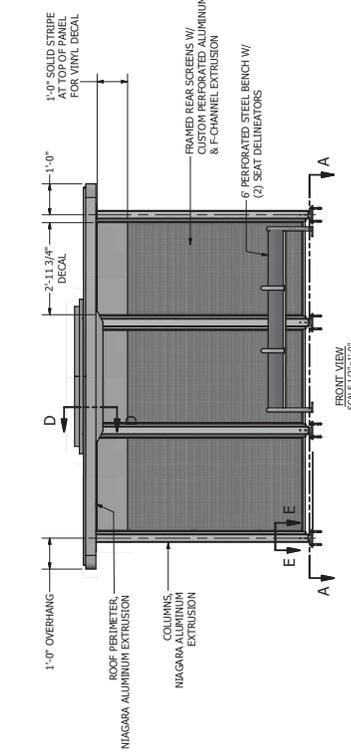
The following calculations have
been prepared by me or under
my direct supervision

GENERAL NOTES:

1. ALL STRUCTURAL STEEL UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL WELDING SHALL BE PERFORMED BY WELDERS WHO ARE LICENSED AND CERTIFIED TO THE APPROPRIATE WELDING CODES AND SHALL BE WITNESSED BY A QUALIFIED WELDER SUPERVISOR.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. ALL WELDING SHALL BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 1-10.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.
7. ALL CORPORATE PROCEDURES, INCLUDING FABRICATION, MUST BE IN COMPLIANCE WITH THE AMERICAN WELDING SOCIETY STANDARD D1. 1-10.
8. THE CONCRETE PAD SIZE SHOWN DO NOT INCLUDE ADA CLEAR PATH REQUIREMENTS.



TOP VIEW
SCALE 1/2"=1'-0"



MUZMAN
ENGINEERING LLC
100 West Chester Pike, Ste 400, West Chester PA 19382
Tel: (610) 330-2100

TOLAR
TOLAR MANUFACTURING COMPANY, INC.
205 West Chey, Corona CA, 92879

PROJECT:	12X55NANASOLAR
OWNER:	B. COLINGTON, INC.
DATE:	10/8/2024
SCALE:	AS SHOWN
DRAWN BY:	525B040
CHECKED BY:	
DATE:	

FORMS NOTE: DATE 10/8/2024



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ALL WORKMANS TO BE REFERRED TO THE CONTRACTOR TO OBTAIN ALL DETAILS AND SPECIFICATIONS TO TOLAR MANUFACTURING COMPANY, INC. WORKMANS TO BE REFERRED TO THE CONTRACTOR TO OBTAIN ALL DETAILS AND SPECIFICATIONS TO TOLAR MANUFACTURING COMPANY, INC. WORKMANS TO BE REFERRED TO THE CONTRACTOR TO OBTAIN ALL DETAILS AND SPECIFICATIONS TO TOLAR MANUFACTURING COMPANY, INC.

FORMS NOTE: DATE 10/26/2024

TOLAR MANUFACTURING COMPANY, INC.
 205 North Creek, Corona CA, 92701

UZZMAN ENGINEERING LLC
 400 West Chester PA 19382
 Tel: (610) 330-2100

DESCRIPTION: PERFORATED METAL PANELS FOR FABRICATION WITHOUT DIMENSIONS TO BE REPRODUCED TO THE CONTRACTOR TO OBTAIN ALL DETAILS AND SPECIFICATIONS TO TOLAR MANUFACTURING COMPANY, INC. WORKMANS TO BE REFERRED TO THE CONTRACTOR TO OBTAIN ALL DETAILS AND SPECIFICATIONS TO TOLAR MANUFACTURING COMPANY, INC.

DATE: 10/26/2024

DESIGNED BY: [Name]

DRAWN BY: [Name]

CHECKED BY: [Name]

DATE: 10/26/2024

PROJECT: [Name]

REVISION: [Name]

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D



A: 1244 West Chester Pike, Suite 402, West Chester, PA 19382
 O: 610.320.2100

JOB TITLE 52580-00

Tolar Manufacturing

JOB NO. IN0245

SHEET NO.

CALCULATED BY HMW

DATE 1/9/25

CHECKED BY

DATE

www.struware.com

Code Search

Code: International Building Code 2012

Occupancy:

Occupancy Group = A Assembly

Risk Category & Importance Factors:

Risk Category = II
 Wind factor = 1.00
 Snow factor = 1.00
 Seismic factor = 1.00

Type of Construction:

Fire Rating:
 Roof = 0.0 hr
 Floor = 0.0 hr

Building Geometry:

Roof angle (θ) 0.00 / 12 0.0 deg
 Building length 12.5 ft
 Least width 4.5 ft
 Mean Roof Ht (h) 7.3 ft
 Parapet ht above grd 0.0 ft
 Minimum parapet ht 0.0 ft

Live Loads:

Roof 0 to 200 sf: 20 psf
 200 to 600 sf: 24 - 0.02Area, but not less than 12 psf
 over 600 sf: 12 psf

Floor:

Typical Floor
 Partitions N/A
 Partitions N/A
 Partitions N/A
 Partitions N/A

Wind Loads : ASCE 7- 10

Ultimate Wind Speed	110 mph
Nominal Wind Speed	85.2 mph
Risk Category	II
Exposure Category	C
Enclosure Classif.	Partially Enclosed
Internal pressure	+/-0.55
Directionality (Kd)	0.85
Kh case 1	0.849
Kh case 2	0.849
Type of roof	Monoslope

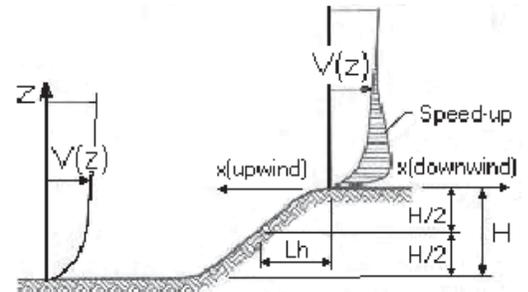
Topographic Factor (Kzt)

Topography	Flat
Hill Height (H)	80.0 ft
Half Hill Length (Lh)	100.0 ft
Actual H/Lh =	0.80
Use H/Lh =	0.50
Modified Lh =	160.0 ft
From top of crest: x =	50.0 ft
Bldg up/down wind?	downwind

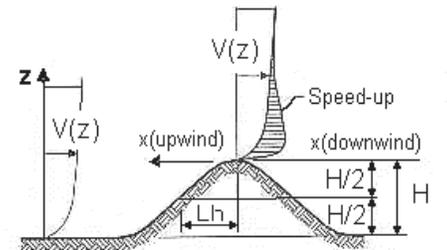
H/Lh = 0.50	K ₁ = 0.000
x/Lh = 0.31	K ₂ = 0.792
z/Lh = 0.09	K ₃ = 1.000

At Mean Roof Ht:

$$Kzt = (1+K_1K_2K_3)^2 = 1.00$$



ESCARPMENT



2D RIDGE or 3D AXISYMMETRICAL HILL

Gust Effect Factor

h =	7.3 ft
B =	4.5 ft
lz (0.6h) =	15.0 ft

Flexible structure if natural frequency < 1 Hz (T > 1 second).
 If building h/B > 4 then may be flexible and should be investigated.
 h/B = 1.63

G = 0.85 Using rigid structure default

Rigid Structure

\bar{e} =	0.20
ξ =	500 ft
Z _{min} =	15 ft
c =	0.20
g _Q , g _v =	3.4
L _z =	427.1 ft
Q =	0.97
I _z =	0.23
G =	0.91 use G = 0.85

Flexible or Dynamically Sensitive Structure

34 rcy (η ₁) =	0.0 Hz		
Damping ratio (β) =	0		
/b =	0.65		
/α =	0.15		
Vz =	92.9		
N ₁ =	0.00		
R _n =	0.000		
R _h =	28.282	η =	0.000
R _B =	28.282	η =	0.000
R _L =	28.282	η =	0.000
g _R =	0.000		
R =	0.000		
Gf =	0.000		
		h =	7.3 ft

Wind Loads - MWFRS all h (Except for Open Buildings)

Kh (case 2) =	0.85	h =	7.3 ft	GC _{pi} =	+/-0.55
Base pressure (q _n) =	22.4 psf	ridge ht =	7.3 ft	G =	0.85
Roof Angle (θ) =	0.0 deg	Bldg length =	12.5 ft	z for q _i :	7.3 ft
Roof tributary area - (h/2)*L:	46 sf	width =	4.5 ft	q _i =	22.4 psf for positive internal pressures
(h/2)*w:	16 sf				

Ultimate Wind Surface Pressures (psf)

Surface	Wind Normal to Ridge				Wind Parallel to Ridge				
	B/L = 0.36	h/L = 1.63			L/B = 2.78	h/L = 0.59			
	C _p	q _n GC _p	w/+q _i GC _{pi}	w/-q _i GC _{pi}	Dist.*	C _p	q _n GC _p	w/+q _i GC _{pi}	w/-q _i GC _{pi}
Windward Wall (WW)	0.80	15.2	see table below			0.80	15.2	see table below	
Leeward Wall (LW)	-0.50	-9.5	-21.8	2.8		-0.26	-5.0	-17.3	7.3
Side Wall (SW)	-0.70	-13.3	-25.6	-1.0		-0.70	-13.3	-25.6	-1.0
Leeward Roof (LR)		**				Included in windward roof			
Neg Windward Roof: 0 to h/2*	-1.30	-24.7	-37.0	-12.4	0 to h/2*	-0.97	-18.4	-30.7	-6.1
> h/2*	-0.70	-13.3	-25.6	-1.0	h/2 to h*	-0.87	-16.4	-28.7	-4.1
					h to 2h*	-0.53	-10.2	-22.4	2.1
Pos/min windward roof press.	-0.18	-3.4	-15.7	8.9	Min press.	-0.18	-3.4	-15.7	8.9

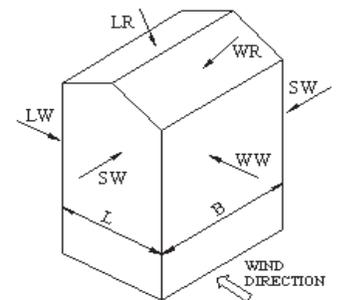
**Roof angle < 10 degrees. Therefore, leeward roof is included in windward roof pressure zones.

*Horizontal distance from windward edge

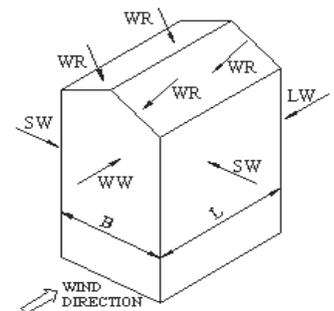
For monoslope roofs, entire roof surface is either windward or leeward surface.

Windward Wall Pressures at "z" (psf)

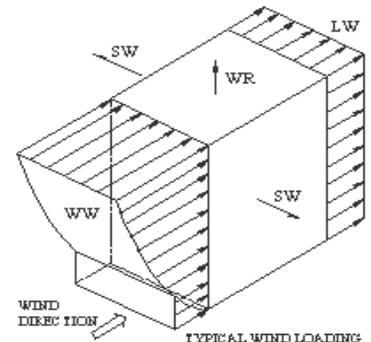
z	K _z	K _{zt}	Windward Wall			Combined WW + LW	
			q _z GC _p	w/+q _i GC _{pi}	w/-q _i GC _{pi}	Normal to Ridge	Parallel to Ridge
h = 0 to 15'	0.85	1.00	15.2	2.9	27.5	24.7	20.2



WIND NORMAL TO RIDGE



WIND PARALLEL TO RIDGE



TYPICAL WIND LOADING

NOTE:

See figure in ASCE7 for the application of full and partial loading of the above wind pressures. There are 4 different loading cases.

Parapet

z	K _z	K _{zt}	q _p (psf)
0.0 ft	0.85	1.00	0.0

Windward parapet: 0.0 psf (GC_pn = +1.5)
 Leeward parapet: 0.0 psf (GC_pn = -1.0)

Windward roof overhangs (add to windward roof pressure) : 15.2 psf (upward)

Ultimate Wind Pressures

Wind Loads - Components & Cladding : $h \leq 60'$

Kh (case 1) = 0.85 h = 7.3 ft
 Base pressure (qh) = **22.4 psf** a = 3.0 ft
 Minimum parapet ht = 0.0 ft GCpi = +/-0.55
 Roof Angle (θ) = 0.0 deg
 Type of roof = Monoslope

Roof

Area	GCp +/- GCpi				Surface Pressure (psf)			
	10 sf	50 sf	100 sf	500 sf	10 sf	50 sf	100 sf	500 sf
Negative Zone 1	-1.55	-1.48	-1.45	-1.45	-34.6	-33.1	-32.4	-32.4
Negative Zone 2	-2.35	-1.86	-1.65	-1.65	-52.5	-41.6	-36.9	-36.9
Negative Zone 3	-3.35	-2.16	-1.65	-1.65	-74.9	-48.3	-36.9	-36.9
Positive All Zones	0.85	0.78	0.75	0.75	19.0	17.4	16.8	16.8
Overhang Zone 1&2	-1.7	-1.63	-1.6	-1.1	-38.0	-36.4	-35.8	-24.6
Overhang Zone 3	-2.8	-1.4	-0.8	-0.8	-62.6	-31.3	-17.9	-17.9

User input	
9 sf	56 sf
-34.6	-33.0
-52.5	-40.8
-74.9	-46.4
19.0	17.3
-38.0	-36.3
-62.6	-29.1

Overhang pressures in the table above assume an internal pressure coefficient (Gcpi) of 0.0
 Overhang soffit pressure equals adj wall pressure (which includes internal pressure of 12.3 psf)

Parapet

qp = 0.0 psf

Solid Parapet Pressure	Surface Pressure (psf)					
	10 sf	20 sf	50 sf	100 sf	200 sf	500 sf
CASE A: Zone 2 :	0.0	0.0	0.0	0.0	0.0	0.0
Zone 3 :	0.0	0.0	0.0	0.0	0.0	0.0
CASE B: Edge zones 2 :	0.0	0.0	0.0	0.0	0.0	0.0
Corner zones 3 :	0.0	0.0	0.0	0.0	0.0	0.0

User input
40 sf
0.0
0.0
0.0
0.0

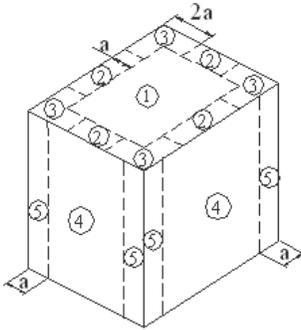
Walls

Area	GCp +/- GCpi				Surface Pressure (psf)			
	10 sf	100 sf	200 sf	500 sf	10 sf	100 sf	200 sf	500 sf
Negative Zone 4	-1.54	-1.38	-1.33	-1.27	-34.4	-30.9	-29.8	-28.4
Negative Zone 5	-1.81	-1.49	-1.40	-1.27	-40.5	-33.4	-31.2	-28.4
Positive Zone 4 & 5	1.45	1.29	1.24	1.18	32.4	28.9	27.8	26.4

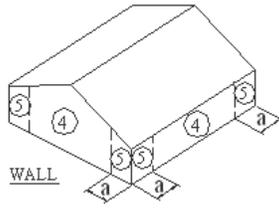
User input	
10 sf	200 sf
-34.4	-29.8
-40.5	-31.2
32.4	27.8

Note: GCp reduced by 10% due to roof angle ≤ 10 deg.

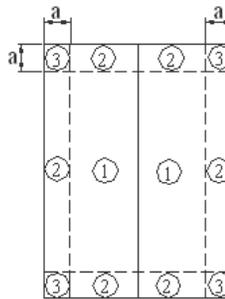
Location of C&C Wind Pressure Zones - ASCE 7-10 & earlier



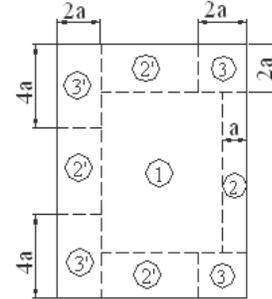
Roofs w/ $\theta \leq 10^\circ$
and all walls
 $h > 60'$



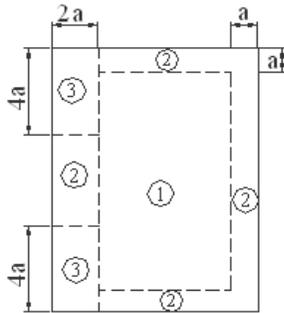
Walls $h \leq 60'$
& alt design $h < 90'$



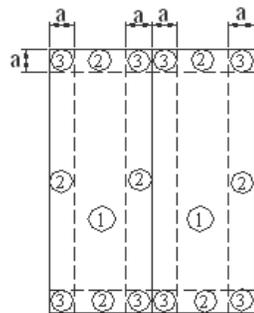
Gable, Sawtooth and
Multispan Gable $\theta \leq 7$ degrees &
Monoslope ≤ 3 degrees
 $h \leq 60'$ & alt design $h < 90'$



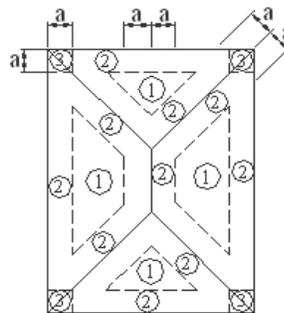
Monoslope roofs
 $3^\circ < \theta \leq 10^\circ$
 $h \leq 60'$ & alt design $h < 90'$



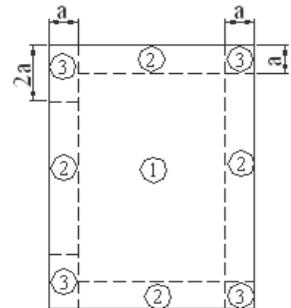
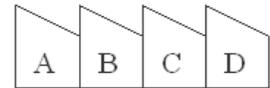
Monoslope roofs
 $10^\circ < \theta \leq 30^\circ$
 $h \leq 60'$ & alt design $h < 90'$



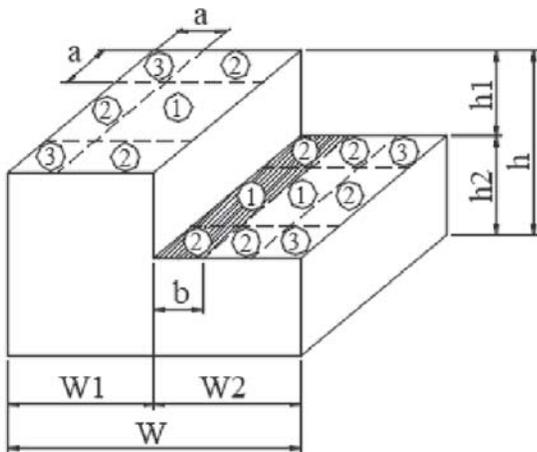
Multispan Gable &
Gable $7^\circ < \theta \leq 45^\circ$



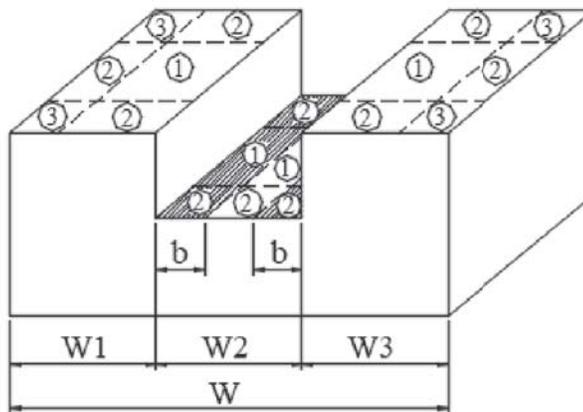
Hip $7^\circ < \theta \leq 27^\circ$



Sawtooth $10^\circ < \theta \leq 45^\circ$
 $h \leq 60'$ & alt design $h < 90'$



Stepped roofs $\theta \leq 3^\circ$
 $h \leq 60'$ & alt design $h < 90'$



Snow Loads : ASCE 7-10

Nominal Snow Forces

Roof slope	=	0.0 deg
Horiz. eave to ridge dist (W)	=	4.5 ft
Roof length parallel to ridge (L)	=	12.5 ft
Type of Roof		Monoslope
Ground Snow Load	Pg =	20.0 psf
Risk Category	=	II
Importance Factor	I =	1.0
Thermal Factor	Ct =	1.20
Exposure Factor	Ce =	1.0
Pf = 0.7*Ce*Ct*I*Pg	=	16.8 psf
Unobstructed Slippery Surface		yes
Sloped-roof Factor	Cs =	1.00
Balanced Snow Load	=	16.8 psf
Rain on Snow Surcharge Angle		0.09 deg
Code Maximum Rain Surcharge		5.0 psf
Rain on Snow Surcharge	=	5.0 psf
Ps plus rain surcharge	=	21.8 psf
Minimum Snow Load	Pm =	20.0 psf
Uniform Roof Design Snow Load	=	21.8 psf

Near ground level surface balanced snow load = **20.0 psf**

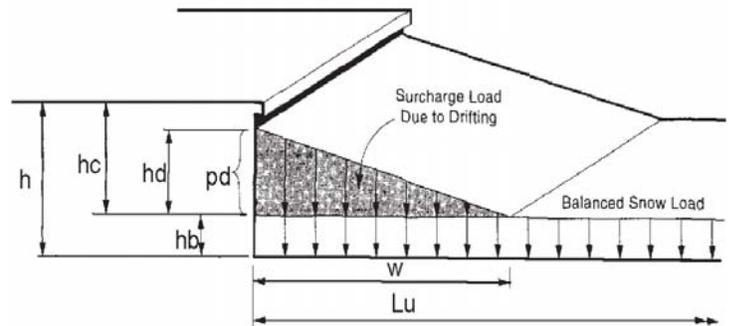
NOTE: Alternate spans of continuous beams shall be loaded with half the design roof snow load so as to produce the greatest possible effect - see code for loading diagrams and exceptions for gable roofs..

Windward Snow Drifts 1 - Against walls, parapets, etc

Up or downwind fetch	lu =	0.0 ft
Projection height	h =	0.0 ft
Projection width/length	lp =	0.0 ft
Snow density	g =	16.6 pcf
Balanced snow height	hb =	1.01 ft
	hd =	0.92 ft
	hc =	-1.01 ft
hc/hb < 0.2 = -1.0	lp < 15', drift not req'd	
Drift height (hc)	=	0.00 ft
Drift width	w =	-8.10 ft
Surcharge load:	pd = $\gamma \cdot hd$ =	0.0 psf
Balanced Snow load:	=	16.8 psf
		16.8 psf

Windward Snow Drifts 2 - Against walls, parapets, etc

Up or downwind fetch	lu =	0.0 ft
Projection height	h =	0.0 ft
Projection width/length	lp =	0.0 ft
Snow density	g =	16.6 pcf
Balanced snow height	hb =	1.01 ft
	hd =	0.92 ft
	hc =	-1.01 ft
hc/hb < 0.2 = -1.0	lp < 15', drift not req'd	
Drift height (hc)	=	0.00 ft
Drift width	w =	-8.10 ft
Surcharge load:	pd = $\gamma \cdot hd$ =	0.0 psf
Balanced Snow load:	=	16.8 psf
		16.8 psf





A: 1244 West Chester Pike, Suite 402, West Chester, PA 19382
 O: 610.320.2100

JOB TITLE 52580-00

Tolar Manufacturing

JOB NO. IN0245

SHEET NO.

CALCULATED BY HMW

DATE 1/9/25

CHECKED BY

DATE

Design Loads:

D = 10.0 psf
 Lr = 20.0 psf
 S = 21.8 psf
 W = -37.0 psf 16.0 psf
 W C&C = -74.9 psf 19.0 psf

Aluminium Type:

6063-T5

F_y = 22,000 psi
 E = 10,100,000 psi

Tube Alum Type:

6061-T6

F_y = 35,000 psi
 E = 10,100,000 psi

Sheet Alum Type:

5052-H32

F_y = 23,000 psi
 E = 10,100,000 psi

Load Combinations:

D+Lr = 30.0 psf
 D+S = 31.8 psf
 D+0.6W = 19.6 psf 21.4 psf
 D+0.75Lr+0.45W = 32.2 psf 33.5 psf
 D+0.75S+0.45W = 33.6 psf 34.9 psf
 0.6D+0.6W = -16.2 psf -38.9 psf

Roof Sheet:

L = 2.0 ft
 Trib Width = 1.00 ft
 Mmax = 19.46 ft-lb
 Vmax = 38.93 lb
 I = 0.00195 in⁴
 y = 0.0625 in
 S = 0.031 in³

F_y = 12,331 psi OK

Limit = 0.400 in L/60
 D = 0.107 in OK

Section = 1/8" Sheet

Roof Bows:

L = 4.5 ft
 Trib Width = 2.00 ft
 Mmax = 169.85 ft-lb
 Vmax = 150.98 lb
 I = 1.47 in⁴
 y = 1.5 in
 S = 0.980 in³

F_y = 3,432 psi OK

Limit = 0.900 in L/60
 D = 0.042 in OK

Section = 2x3x1/8 Tube

Perimeter Roof Beam:

L = 10.50 ft
 Trib Width = 2.25 ft
 Mmax = 1040.31 ft-lb
 Vmax = 396.31 lb
 I = 5.028 in⁴
 y = 2.59145 in
 S = 1.940 in³

F_y = 10617 psi OK 30.33%

Limit = 2.100 in L/120
 D = 0.407 in OK 19.36%

Section = Niagara Roof Extrusion



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Perimeter Roof Lateral:

L = 3.50 ft
Trib Width = 3.50 ft

Mmax = 147.34 ft-lb
Vmax = 168.39 lb
I = 4.02 in⁴
y = 2.58 in
S = 1.599 in³

Fy = 1,869 psi OK

Limit = 0.350 in L/120
D = 0.008 in OK

Section = Niagara Roof Extrusion

Column Connection Tube:

L = 3.25 ft
P = 396.31 lb
a = 1.25 ft

Mmax = 495.39 ft-lb
Vmax = 548.74 lb
I = 1.98 in⁴
y = 1.50 in
S = 1.320 in³

Fy = 7,431 psi OK

Limit = 0.223 in L/175
D = 0.047 in OK

Section = 3x3x1/8 Tube

Corner Column

Niagara Column Extrusion

Height =	7.00 ft		
Trib Width =	1.75 ft		
Trib Depth =	1.63 ft		
Defl Limit =	L/170 =	0.49 in	
DL =	0 psf		
WL =	15 psf		
W _{total} =	26 psf		
End Rxn's =	182 lbs		
Moment =	159 ft-lb	=	1906 in-lb
			Provided OK?
Sx >=	0.1 in ³	1.60 in ³	OK
Ix >=	0.1 in ⁴	2.59 in ⁴	OK
Axial Force =	549 lb		
Moment M _x =	159 lb-ft		
Moment M _y =	147 lb-ft		

k =	1	F _{ex} =	20343.5 psi
L _x =	7.00 ft	l =	70
L _y =	7 ft	F _{cy} =	22,000 psi
r _x =	1.2 in	B _c =	22108
r _y =	1.2 in	D _c =	103
kL/r _x =	70	C _c =	88
kL/r _y =	70	l ₁ =	1
		l ₂ =	88

Limit State = INELASTIC BUCKLING

F _c =	13091.4 psi
A _g =	1.8 in ²
P _{nc} =	14258.2 lb
F _b =	13333 psi
S _{xc} =	1.60 in ³
M _{nx} =	1776 lb-ft
S _{yc} =	1.60 in ³
M _{ny} =	1776 lb-ft

Interaction	0.21 <=	1	OK
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Center Column

Niagara Column Extrusion

Height = 7.00 ft
 Trib Width = 3.50 ft
 Trib Depth = 0.00 ft
 Defl Limit = $L/170 = 0.49$ in
 DL = 0 psf
 WL = 15 psf
 W_{total} = 52 psf
 End Rxn's = 363 lbs
 Moment = 318 ft-lb = 3812 in-lb
 Provided OK?
 S_x >= 0.3 in³ 1.60 in³ OK
 I_x >= 0.2 in⁴ 2.59 in⁴ OK
 Axial Force = 1097 lb
 Moment M_x = 318 lb-ft
 Moment M_y = 0 lb-ft

k = 1 F_{ex} = 20343.5 psi
 L_x = 7.00 ft l = 70
 L_y = 7 ft F_{cy} = 22,000 psi
 r_x = 1.2 in B_c = 22108
 r_y = 1.2 in D_c = 103
 kL/r_x = 70 C_c = 88
 kL/r_y = 70 I₁ = 1
 I₂ = 88

Limit State = INELASTIC BUCKLING

F_c = 13091.4 psi
 A_g = 1.8 in²
 P_{nc} = 14258.2 lb
 F_b = 13333 psi
 S_{xc} = 1.60 in³
 M_{nx} = 1776 lb-ft
 S_{yc} = 1.60 in³
 M_{ny} = 1776 lb-ft

Interaction 0.26 <= 1 OK



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JOB TITLE 52580-00

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SHEET NO.

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DATE

Base Plate Design:

P =	549 lb	Area =	14.0625 ft ²		
Bearing Area =	49.0 in ²	Uplift =	520.2 lb		
Moment =	14390 lb-in				
f _{brg} =	179 psi	OK		t =	0.36 in
F _{brg} =	1,600 psi			Actual t =	0.375 in
					OK

Anchor Loads:

	Corner:		Center:
Area =	14.0625 ft ²	Area =	9.375 ft ²
Uplift =	-520 lb	Uplift =	-347 lb
Shear X =	303 lb	Shear X =	605 lb
Shear Y =	280.9 lb	Shear Y =	0.0 lb

Roof Sheet to Roof Framing Connection:

#14 TEK Screws

Max Uplift =	77.85 lb
# fasteners =	1 @ 12" o.c.
Pullout/fastener =	77.8501 lb
Allowable Pullout =	237 lb
	OK

Roof Bow to Perimeter Connection:

#14 TEK Screws

Max Uplift =	145.75 lb
# fasteners =	2
Pullout/fastener =	72.8745 lb
Allowable Pullout =	237 lb
	OK

Rear Perimeter to Column Connection:

3/8" Machine Screws

Max Uplift =	664.67 lb
# fasteners =	2
Pullout/fastener =	332.337 lb
Fastener Bearing =	1442.31 lb
Fastener Shear Capacity =	813.75 lb
Allowable Shear =	813.75 lb
	OK

Rear Perimeter to Column Connection:

3/8" Machine Screws

Max Shear =	396.31 lb
# fasteners =	2
Shear/fastener =	198.155 lb
Fastener Bearing =	1442.31 lb
Fastener Shear Capacity =	813.75 lb
Allowable Shear =	813.75 lb
	OK



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Tolar Manufacturing

JOB NO. IN0245

SHEET NO.

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DATE 1/9/25

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DATE

Perimeter to Connection Tube Connection:

1/4" Fillet Weld Both Sides

Filler Metal:

Fnw = 12240 psi
 Sw = 4 16ths
 Swe = 0.17675 in
 Lwe = 4 in
 Awe = 0.707 in²

Weld Strength = 4437.78 lb
 Max Shear = 396.31 lb OK

Column to Base Tube Connection:

#14 TEK Screws

Max Shear = 478.8 lb
 # fasteners = 4
 Shear/fastener = 119.692 lb
 Allowable Shear = 344 lb OK

Base Tube to Base Plate Connection:

3/8" Fillet Weld One Side

Filler Metal:

Fnw = 12240 psi
 Sw = 6 16ths
 Swe = 0.26513 in
 Lwe = 4 in
 Awe = 1.0605 in²

Weld Strength = 6656.68 lb
 Max Shear = 363.05 lb OK

General Footing

Project File: slab.ec6

LIC# : KW-06016543, Build:20.23.09.30

UZMAN ENGINEERING

(c) ENERCALC INC 1983-2023

DESCRIPTION: Concrete Slab

Code References

Calculations per ACI 318-14, IBC 2018, CBC 2019, ASCE 7-16
 Load Combinations Used : IBC 2021

General Information

Material Properties

f _c : Concrete 28 day strength	=	2.50 ksi
f _y : Rebar Yield	=	60.0 ksi
E _c : Concrete Elastic Modulus	=	3,122.0 ksi
Concrete Density	=	145.0 pcf
φ Values Flexure	=	0.90
Shear	=	0.750

Soil Design Values

Allowable Soil Bearing	=	1.50 ksf
Soil Density	=	110.0 pcf
Increase Bearing By Footing Weight	=	No
Soil Passive Resistance (for Sliding)	=	250.0 pcf
Soil/Concrete Friction Coeff.	=	0.30

Analysis Settings

Min Steel % Bending Reinf.	=	
Min Allow % Temp Reinf.	=	0.00180
Min. Overturning Safety Factor	=	1.0 : 1
Min. Sliding Safety Factor	=	1.0 : 1
Add Ftg Wt for Soil Pressure	:	Yes
Use ftg wt for stability, moments & shears	:	Yes
Add Pedestal Wt for Soil Pressure	:	No
Use Pedestal wt for stability, mom & shear	:	No

Increases based on footing Depth

Footing base depth below soil surface	=	0.50 ft
Allow press. increase per foot of depth when footing base is below	=	ksf ft

Increases based on footing plan dimension

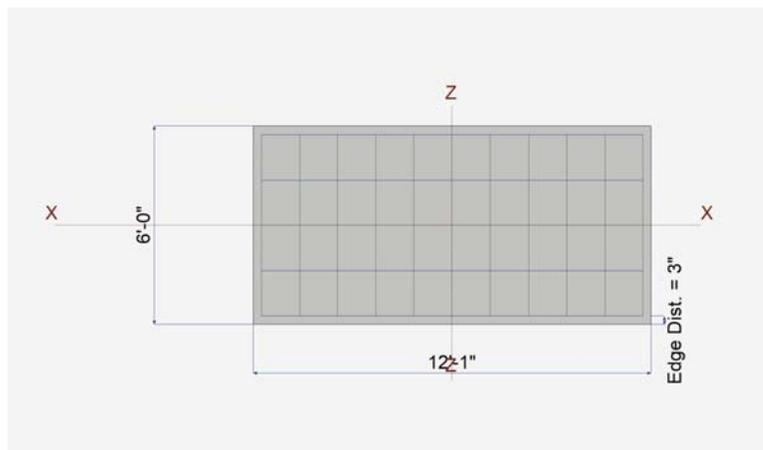
Allowable pressure increase per foot of depth when max. length or width is greater than	=	ksf ft
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Dimensions

Width parallel to X-X Axis	=	12.083 ft
Length parallel to Z-Z Axis	=	6.0 ft
Footing Thickness	=	6.0 in

Pedestal dimensions...

px : parallel to X-X Axis	=	in
pz : parallel to Z-Z Axis	=	in
Height	=	in
Rebar Centerline to Edge of Concrete... at Bottom of footing	=	3.0 in



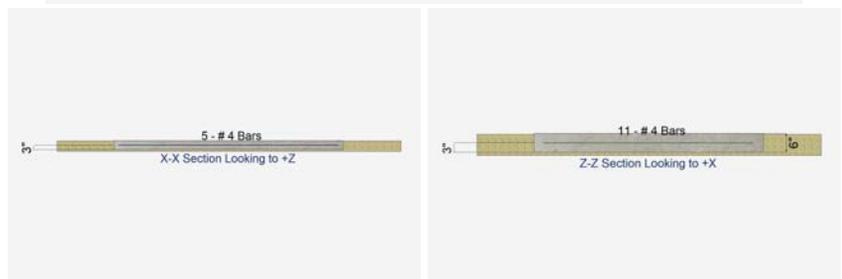
Reinforcing

Bars parallel to X-X Axis	=	
Number of Bars	=	5
Reinforcing Bar Size	=	# 4
Bars parallel to Z-Z Axis	=	
Number of Bars	=	11
Reinforcing Bar Size	=	# 4

Bandwidth Distribution Check (ACI 15.4.4.2)

Direction Requiring Closer Separation

		Bars along Z-Z Axis
# Bars required within zone	=	66.4 %
# Bars required on each side of zone	=	33.6 %



Applied Loads

	D	L _r	L	S	W	E	H	
P : Column Load	=	0.5630	1.125		1.226	0.90		k
OB : Overburden	=							ksf
M-xx	=				7.072			k-ft
M-zz	=				2.526			k-ft
V-x	=				0.7220			k
V-z	=				2.021			k

Project Title:
 Engineer:
 Project ID:
 Project Descr:

General Footing

Project File: slab.ec6

LIC#: KW-06016543, Build:20.23.09.30

UZMAN ENGINEERING

(c) ENERCALC INC 1983-2023

DESCRIPTION: Concrete Slab

DESIGN SUMMARY

Design OK

	Min. Ratio	Item	Applied	Capacity	Governing Load Combination
PASS	0.1026	Soil Bearing	0.1539 ksf	1.50 ksf	+D+0.60W about X-X axis
PASS	2.494	Overturing - X-X	4.850 k-ft	12.094 k-ft	+0.60D+0.60W
PASS	14.061	Overturing - Z-Z	1.732 k-ft	24.356 k-ft	+0.60D+0.60W
PASS	3.225	Sliding - X-X	0.4332 k	1.397 k	+0.60D+0.60W
PASS	1.309	Sliding - Z-Z	1.213 k	1.587 k	+0.60D+0.60W
PASS	n/a	Uplift	0.0 k	0.0 k	No Uplift
PASS	0.4267	Z Flexure (+X)	0.8974 k-ft/ft	2.103 k-ft/ft	+1.20D+1.60S+0.50W
PASS	0.3157	Z Flexure (-X)	0.6639 k-ft/ft	2.103 k-ft/ft	+1.20D+1.60S
PASS	0.2060	X Flexure (+Z)	0.4703 k-ft/ft	2.282 k-ft/ft	+1.20D+0.50S+W
PASS	0.1036	X Flexure (-Z)	0.2365 k-ft/ft	2.282 k-ft/ft	+0.90D+W
PASS	0.1025	1-way Shear (+X)	7.689 psi	75.0 psi	+1.20D+1.60S+0.50W
PASS	0.08043	1-way Shear (-X)	6.032 psi	75.0 psi	+1.20D+1.60S+0.50W
PASS	0.09240	1-way Shear (+Z)	6.930 psi	75.0 psi	+1.20D+0.50S+W
PASS	0.04255	1-way Shear (-Z)	3.191 psi	75.0 psi	+0.90D+W
PASS	0.5712	2-way Punching	85.687 psi	150.0 psi	+1.20D+1.60S+0.50W

Detailed Results

Soil Bearing

Rotation Axis & Load Combination...	Gross Allowable	Xeccc	Zeccc (in)	Actual Soil Bearing Stress @ Location				Actual / Allow Ratio
				Bottom, -Z	Top, +Z	Left, -X	Right, +X	
X-X, D Only	1.50	n/a	0.0	0.08027	0.08027	n/a	n/a	0.054
X-X, +D+Lr	1.50	n/a	0.0	0.09578	0.09578	n/a	n/a	0.064
X-X, +D+S	1.50	n/a	0.0	0.09718	0.09718	n/a	n/a	0.065
X-X, +D+0.750Lr	1.50	n/a	0.0	0.09190	0.09190	n/a	n/a	0.061
X-X, +D+0.750S	1.50	n/a	0.0	0.09295	0.09295	n/a	n/a	0.062
X-X, +D+0.60W	1.50	n/a	9.151	0.02149	0.1539	n/a	n/a	0.103
X-X, +D+0.750Lr+0.450W	1.50	n/a	6.175	0.04782	0.1472	n/a	n/a	0.098
X-X, +D+0.750S+0.450W	1.50	n/a	6.110	0.04887	0.1482	n/a	n/a	0.099
X-X, +0.60D+0.60W	1.50	n/a	14.435	0.0	0.1231	n/a	n/a	0.082
X-X, +0.60D	1.50	n/a	0.0	0.04816	0.04816	n/a	n/a	0.032
Z-Z, D Only	1.50	0.0	n/a	n/a	n/a	0.08027	0.08027	0.054
Z-Z, +D+Lr	1.50	0.0	n/a	n/a	n/a	0.09578	0.09578	0.064
Z-Z, +D+S	1.50	0.0	n/a	n/a	n/a	0.09718	0.09718	0.065
Z-Z, +D+0.750Lr	1.50	0.0	n/a	n/a	n/a	0.09190	0.09190	0.061
Z-Z, +D+0.750S	1.50	0.0	n/a	n/a	n/a	0.09295	0.09295	0.062
Z-Z, +D+0.60W	1.50	3.269	n/a	n/a	n/a	0.07597	0.09946	0.066
Z-Z, +D+0.750Lr+0.450W	1.50	2.206	n/a	n/a	n/a	0.08868	0.1063	0.071
Z-Z, +D+0.750S+0.450W	1.50	2.182	n/a	n/a	n/a	0.08973	0.1073	0.072
Z-Z, +0.60D+0.60W	1.50	5.156	n/a	n/a	n/a	0.04386	0.06735	0.045
Z-Z, +0.60D	1.50	0.0	n/a	n/a	n/a	0.04816	0.04816	0.032

Overturing Stability

Rotation Axis & Load Combination...	Overturing Moment	Resisting Moment	Stability Ratio	Status
X-X, D Only	None	0.0 k-ft	Infinity	OK
X-X, +D+Lr	None	0.0 k-ft	Infinity	OK
X-X, +D+S	None	0.0 k-ft	Infinity	OK
X-X, +D+0.750Lr	None	0.0 k-ft	Infinity	OK
X-X, +D+0.750S	None	0.0 k-ft	Infinity	OK
X-X, +D+0.60W	4.850 k-ft	19.077 k-ft	3.934	OK
X-X, +D+0.750Lr+0.450W	3.637 k-ft	21.204 k-ft	5.830	OK
X-X, +D+0.750S+0.450W	3.637 k-ft	21.431 k-ft	5.892	OK
X-X, +0.60D+0.60W	4.850 k-ft	12.094 k-ft	2.494	OK
X-X, +0.60D	None	0.0 k-ft	Infinity	OK
Z-Z, D Only	None	0.0 k-ft	Infinity	OK
Z-Z, +D+Lr	None	0.0 k-ft	Infinity	OK

Project Title:
 Engineer:
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General Footing

Project File: slab.ec6

LIC# : KW-06016543, Build:20.23.09.30

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DESCRIPTION: Concrete Slab

Overtuning Stability

Rotation Axis & Load Combination...	Overtuning Moment	Resisting Moment	Stability Ratio	Status
Z-Z, +D+S	None	0.0 k-ft	Infinity	OK
Z-Z, +D+0.750Lr	None	0.0 k-ft	Infinity	OK
Z-Z, +D+0.750S	None	0.0 k-ft	Infinity	OK
Z-Z, +D+0.60W	1.732 k-ft	38.419 k-ft	22.179	OK
Z-Z, +D+0.750Lr+0.450W	1.299 k-ft	42.70 k-ft	32.868	OK
Z-Z, +D+0.750S+0.450W	1.299 k-ft	43.158 k-ft	33.220	OK
Z-Z, +0.60D+0.60W	1.732 k-ft	24.356 k-ft	14.061	OK
Z-Z, +0.60D	None	0.0 k-ft	Infinity	OK

All units k

Sliding Stability

Force Application Axis Load Combination...	Sliding Force	Resisting Force	Stability Ratio	Status
X-X, D Only	0.0 k	1.933 k	No Sliding	OK
X-X, +D+Lr	0.0 k	2.271 k	No Sliding	OK
X-X, +D+S	0.0 k	2.301 k	No Sliding	OK
X-X, +D+0.750Lr	0.0 k	2.186 k	No Sliding	OK
X-X, +D+0.750S	0.0 k	2.209 k	No Sliding	OK
X-X, +D+0.60W	0.4332 k	2.095 k	4.837	OK
X-X, +D+0.750Lr+0.450W	0.3249 k	2.308 k	7.103	OK
X-X, +D+0.750S+0.450W	0.3249 k	2.331 k	7.173	OK
X-X, +0.60D+0.60W	0.4332 k	1.397 k	3.225	OK
X-X, +0.60D	0.0 k	1.235 k	No Sliding	OK
Z-Z, D Only	0.0 k	2.123 k	No Sliding	OK
Z-Z, +D+Lr	0.0 k	2.461 k	No Sliding	OK
Z-Z, +D+S	0.0 k	2.491 k	No Sliding	OK
Z-Z, +D+0.750Lr	0.0 k	2.376 k	No Sliding	OK
Z-Z, +D+0.750S+0.450W	0.9095 k	2.521 k	2.772	OK
Z-Z, +0.60D+0.60W	1.213 k	1.587 k	1.309	OK
Z-Z, +0.60D	0.0 k	1.425 k	No Sliding	OK
Z-Z, +D+0.750S	0.0 k	2.399 k	No Sliding	OK
Z-Z, +D+0.60W	1.213 k	2.285 k	1.885	OK
Z-Z, +D+0.750Lr+0.450W	0.9095 k	2.498 k	2.747	OK

Footing Flexure

Flexure Axis & Load Combination	Mu k-ft	Side	Tension Surface	As Req'd in^2	Gvrn. As in^2	Actual As in^2	Phi*Mn k-ft	Status
X-X, +1.40D	0.04892	+Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.40D	0.04892	-Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+0.50Lr	0.07685	+Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+0.50Lr	0.07685	-Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+0.50S	0.07998	+Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+0.50S	0.07998	-Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+1.60Lr	0.1537	+Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+1.60Lr	0.1537	-Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+1.60Lr+0.50W	0.3488	+Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+1.60Lr+0.50W	0.01438	-Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+1.60S	0.1637	+Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+1.60S	0.1637	-Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+1.60S+0.50W	0.3588	+Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+1.60S+0.50W	0.02441	-Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+0.50Lr+W	0.4671	+Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+0.50Lr+W	0.2017	-Z	Top	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+0.50S+W	0.4703	+Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+0.50S+W	0.1986	-Z	Top	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+0.70S	0.09520	+Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+0.70S	0.09520	-Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +0.90D+W	0.4324	+Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +0.90D+W	0.2365	-Z	Top	0.1296	AsMin	0.1821	2.282	OK
X-X, +0.90D	0.03145	+Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +0.90D	0.03145	-Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
Z-Z, +1.40D	0.1984	-X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.40D	0.1984	+X	Bottom	0.1296	AsMin	0.1667	2.103	OK

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DESCRIPTION: Concrete Slab

Footing Flexure

Flexure Axis & Load Combination	Mu k-ft	Side	Tension Surface	As Req'd in^2	Gvrn. As in^2	Actual As in^2	Phi*Mn k-ft	Status
Z-Z, +1.20D+0.50Lr	0.3117	-X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+0.50Lr	0.3117	+X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+0.50S	0.3244	-X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+0.50S	0.3244	+X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+1.60Lr	0.6232	-X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+1.60Lr	0.6232	+X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+1.60Lr+0.50W	0.6162	-X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+1.60Lr+0.50W	0.8567	+X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+1.60S	0.6639	-X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+1.60S	0.6639	+X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+1.60S+0.50W	0.6569	-X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+1.60S+0.50W	0.8974	+X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+0.50Lr+W	0.2977	-X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+0.50Lr+W	0.7788	+X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+0.50S+W	0.3104	-X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+0.50S+W	0.7915	+X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+0.70S	0.3861	-X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+0.70S	0.3861	+X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +0.90D+W	0.1135	-X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +0.90D+W	0.5947	+X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +0.90D	0.1276	-X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +0.90D	0.1276	+X	Bottom	0.1296	AsMin	0.1667	2.103	OK

One Way Shear

Load Combination...	Vu @ -X	Vu @ +X	Vu @ -Z	Vu @ +Z	Vu:Max	Phi Vn	Vu / Phi*Vn	Status
+1.40D	1.75 psi	1.75 psi	0.83 psi	0.83 psi	1.75 psi	75.00 psi	0.02	OK
+1.20D+0.50Lr	2.75 psi	2.75 psi	1.31 psi	1.31 psi	2.75 psi	75.00 psi	0.04	OK
+1.20D+0.50S	2.86 psi	2.86 psi	1.36 psi	1.36 psi	2.86 psi	75.00 psi	0.04	OK
+1.20D+1.60Lr	5.50 psi	5.50 psi	2.62 psi	2.62 psi	5.50 psi	75.00 psi	0.07	OK
+1.20D+1.60Lr+0.50W	5.67 psi	7.33 psi	0.79 psi	5.40 psi	7.33 psi	75.00 psi	0.10	OK
+1.20D+1.60S	5.86 psi	5.86 psi	2.79 psi	2.79 psi	5.86 psi	75.00 psi	0.08	OK
+1.20D+1.60S+0.50W	6.03 psi	7.69 psi	0.96 psi	5.57 psi	7.69 psi	75.00 psi	0.10	OK
+1.20D+0.50Lr+W	3.10 psi	6.41 psi	2.35 psi	6.88 psi	6.88 psi	75.00 psi	0.09	OK
+1.20D+0.50S+W	3.21 psi	6.52 psi	2.30 psi	6.93 psi	6.93 psi	75.00 psi	0.09	OK
+1.20D+0.70S	3.41 psi	3.41 psi	1.62 psi	1.62 psi	3.41 psi	75.00 psi	0.05	OK
+0.90D+W	1.47 psi	4.78 psi	3.19 psi	6.21 psi	6.21 psi	75.00 psi	0.08	OK
+0.90D	1.13 psi	1.13 psi	0.54 psi	0.54 psi	1.13 psi	75.00 psi	0.02	OK

Two-Way "Punching" Shear

All units k

Load Combination...	Vu	Phi*Vn	Vu / Phi*Vn	Status
+1.40D	21.88 psi	150.00 psi	0.1458	OK
+1.20D+0.50Lr	34.36 psi	150.00 psi	0.2291	OK
+1.20D+0.50S	35.77 psi	150.00 psi	0.2384	OK
+1.20D+1.60Lr	68.71 psi	150.00 psi	0.4581	OK
+1.20D+1.60Lr+0.50W	81.20 psi	150.00 psi	0.5413	OK
+1.20D+1.60S	73.20 psi	150.00 psi	0.488	OK
+1.20D+1.60S+0.50W	85.69 psi	150.00 psi	0.5712	OK
+1.20D+0.50Lr+W	59.34 psi	150.00 psi	0.3956	OK
+1.20D+0.50S+W	60.75 psi	150.00 psi	0.405	OK
+1.20D+0.70S	42.57 psi	150.00 psi	0.2838	OK
+0.90D+W	39.05 psi	150.00 psi	0.2603	OK
+0.90D	14.06 psi	150.00 psi	0.09376	OK

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Company:
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 Design: IN0245 Corner Column Anchors
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 E-Mail:
 Date: 1/8/2025

Specifier's comments:

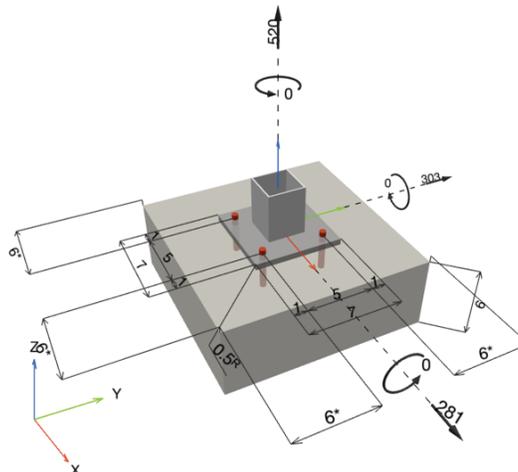
1 Input data

Anchor type and diameter:	Kwik Bolt TZ2 - SS 316 1/2 (2 1/2) hnom2
Item number:	2210265 KB-TZ2 1/2x4 1/2 SS316
Specification text:	Hilti \varnothing 1/2 in Kwik Bolt TZ2 - SS 316 with 3 in nominal embedment depth per ICC-ES ESR-4266 , Hammer drilled installation per MPII
Effective embedment depth:	$h_{ef,act} = 2.500$ in., $h_{nom} = 3.000$ in.
Material:	AISI 316
Evaluation Service Report:	ESR-4266
Issued Valid:	12/1/2023 12/1/2025
Proof:	Design Method ACI 318-19 / Mech
Shear edge breakout verification:	Row closest to edge (Case 3 only from ACI 318-19 Fig. R.17.7.2.1b)
Stand-off installation:	$e_b = 0.000$ in. (no stand-off); $t = 0.500$ in.
Anchor plate ^R :	$l_x \times l_y \times t = 7.000$ in. x 7.000 in. x 0.500 in.; (Recommended plate thickness: not calculated)
Profile:	Square HSS (AISC), HSS3X3X.125; (L x W x T) = 3.000 in. x 3.000 in. x 0.125 in.
Base material:	cracked concrete, 2500, $f_c' = 2,500$ psi; $h = 6.000$ in.
Installation:	Hammer drilled hole, Installation condition: Dry
Reinforcement:	tension: not present, shear: not present; no supplemental splitting reinforcement present edge reinforcement: none or < No. 4 bar



^R - The anchor calculation is based on a rigid anchor plate assumption.

Geometry [in.] & Loading [lb, in.lb]



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Design:	IN0245 Corner Column Anchors	Date:	1/8/2025
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1.1 Design results

Case	Description	Forces [lb] / Moments [in.lb]	Seismic	Max. Util. Anchor [%]
1	Combination 1	N = 520; V _x = 281; V _y = 303; M _x = 0; M _y = 0; M _z = 0;	no	16

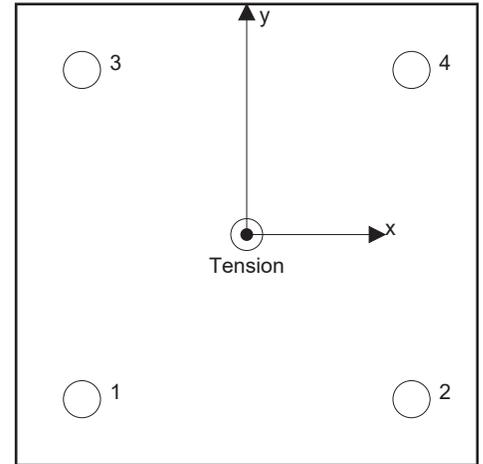
2 Load case/Resulting anchor forces

Anchor reactions [lb]

Tension force: (+Tension, -Compression)

Anchor	Tension force	Shear force	Shear force x	Shear force y
1	130	103	70	76
2	130	103	70	76
3	130	103	70	76
4	130	103	70	76

Max. concrete compressive strain: - [%]
 Max. concrete compressive stress: - [psi]
 Resulting tension force in (x/y)=(0.000/0.000): 520 [lb]
 Resulting compression force in (x/y)=(-/-): 0 [lb]



Anchor forces are calculated based on the assumption of a rigid anchor plate.

3 Tension load

	Load N _{ua} [lb]	Capacity ϕ N _n [lb]	Utilization $\beta_N = N_{ua} / \phi N_n$	Status
Steel Strength*	130	8,906	2	OK
Pullout Strength*	N/A	N/A	N/A	N/A
Concrete Breakout Failure**	520	7,494	7	OK

* highest loaded anchor **anchor group (anchors in tension)

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3.1 Steel Strength

N_{sa} = ESR value refer to ICC-ES ESR-4266
 $\phi N_{sa} \geq N_{ua}$ ACI 318-19 Table 17.5.2

Variables

$A_{se,N}$ [in. ²]	f_{uta} [psi]
0.10	120,404

Calculations

N_{sa} [lb]
11,875

Results

N_{sa} [lb]	ϕ_{steel}	ϕN_{sa} [lb]	N_{ua} [lb]
11,875	0.750	8,906	130

3.2 Concrete Breakout Failure

$$N_{cbg} = \left(\frac{A_{Nc}}{A_{Nc0}} \right) \psi_{ec,N} \psi_{ed,N} \psi_{c,N} \psi_{cp,N} N_b \quad \text{ACI 318-19 Eq. (17.6.2.1b)}$$

$$\phi N_{cbg} \geq N_{ua} \quad \text{ACI 318-19 Table 17.5.2}$$

A_{Nc} see ACI 318-19, Section 17.6.2.1, Fig. R 17.6.2.1(b)

$$A_{Nc0} = 9 h_{ef}^2 \quad \text{ACI 318-19 Eq. (17.6.2.1.4)}$$

$$\psi_{ec,N} = \left(\frac{1}{1 + \frac{2 e_N}{3 h_{ef}}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.6.2.3.1)}$$

$$\psi_{ed,N} = 0.7 + 0.3 \left(\frac{c_{a,min}}{1.5 h_{ef}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.6.2.4.1b)}$$

$$\psi_{cp,N} = \text{MAX} \left(\frac{c_{a,min}}{c_{ac}}, \frac{1.5 h_{ef}}{c_{ac}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.6.2.6.1b)}$$

$$N_b = k_c \lambda_a \sqrt{f'_c} h_{ef}^{1.5} \quad \text{ACI 318-19 Eq. (17.6.2.2.1)}$$

Variables

h_{ef} [in.]	$e_{c1,N}$ [in.]	$e_{c2,N}$ [in.]	$c_{a,min}$ [in.]	$\psi_{c,N}$
2.500	0.000	0.000	6.000	1.000
c_{ac} [in.]	k_c	λ_a	f'_c [psi]	
6.250	21	1.000	2,500	

Calculations

A_{Nc} [in. ²]	A_{Nc0} [in. ²]	$\psi_{ec1,N}$	$\psi_{ec2,N}$	$\psi_{ed,N}$	$\psi_{cp,N}$	N_b [lb]
156.25	56.25	1.000	1.000	1.000	1.000	4,150

Results

N_{cbg} [lb]	$\phi_{concrete}$	ϕN_{cbg} [lb]	N_{ua} [lb]
11,529	0.650	7,494	520



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4 Shear load

	Load V_{ua} [lb]	Capacity ϕV_n [lb]	Utilization $\beta_v = V_{ua} / \phi V_n$	Status
Steel Strength*	103	5,426	2	OK
Steel failure (with lever arm)*	N/A	N/A	N/A	N/A
Pryout Strength**	413	16,141	3	OK
Concrete edge failure in direction y+**	413	2,709	16	OK

* highest loaded anchor **anchor group (relevant anchors)

4.1 Steel Strength

V_{sa} = ESR value refer to ICC-ES ESR-4266
 $\phi V_{steel} \geq V_{ua}$ ACI 318-19 Table 17.5.2

Variables

$A_{se,V}$ [in. ²]	f_{uta} [psi]
0.10	120,404

Calculations

V_{sa} [lb]
8,348

Results

V_{sa} [lb]	ϕ_{steel}	ϕV_{sa} [lb]	V_{ua} [lb]
8,348	0.650	5,426	103

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4.2 Pryout Strength

$$V_{cpq} = k_{cp} \left[\left(\frac{A_{Nc}}{A_{Nc0}} \right) \psi_{ec,N} \psi_{ed,N} \psi_{c,N} \psi_{cp,N} N_b \right] \quad \text{ACI 318-19 Eq. (17.7.3.1b)}$$

$$\phi V_{cpq} \geq V_{ua} \quad \text{ACI 318-19 Table 17.5.2}$$

 A_{Nc} see ACI 318-19, Section 17.6.2.1, Fig. R 17.6.2.1(b)

$$A_{Nc0} = 9 h_{ef}^2 \quad \text{ACI 318-19 Eq. (17.6.2.1.4)}$$

$$\psi_{ec,N} = \left(\frac{1}{1 + \frac{2 e_N}{3 h_{ef}}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.6.2.3.1)}$$

$$\psi_{ed,N} = 0.7 + 0.3 \left(\frac{c_{a,min}}{1.5 h_{ef}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.6.2.4.1b)}$$

$$\psi_{cp,N} = \text{MAX} \left(\frac{c_{a,min}}{c_{ac}}, \frac{1.5 h_{ef}}{c_{ac}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.6.2.6.1b)}$$

$$N_b = k_c \lambda_a \sqrt{f'_c} h_{ef}^{1.5} \quad \text{ACI 318-19 Eq. (17.6.2.2.1)}$$

Variables

k_{cp}	h_{ef} [in.]	$e_{c1,N}$ [in.]	$e_{c2,N}$ [in.]	$c_{a,min}$ [in.]
2	2.500	0.000	0.000	6.000
$\psi_{c,N}$	c_{ac} [in.]	k_c	λ_a	f'_c [psi]
1.000	6.250	21	1.000	2,500

Calculations

A_{Nc} [in. ²]	A_{Nc0} [in. ²]	$\psi_{ec1,N}$	$\psi_{ec2,N}$	$\psi_{ed,N}$	$\psi_{cp,N}$	N_b [lb]
156.25	56.25	1.000	1.000	1.000	1.000	4,150

Results

V_{cpq} [lb]	$\phi_{concrete}$	ϕV_{cpq} [lb]	V_{ua} [lb]
23,058	0.700	16,141	413

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4.3 Concrete edge failure in direction y+

$$V_{cbg} = \left(\frac{A_{Vc}}{A_{Vc0}} \right) \Psi_{ec,V} \Psi_{ed,V} \Psi_{c,V} \Psi_{h,V} \Psi_{parallel,V} V_b \quad \text{ACI 318-19 Eq. (17.7.2.1b)}$$

$$\phi V_{cbg} \geq V_{ua} \quad \text{ACI 318-19 Table 17.5.2}$$

$$A_{Vc} \text{ see ACI 318-19, Section 17.7.2.1, Fig. R 17.7.2.1(b)*}$$

$$A_{Vc0} = 4.5 c_{a1}^2 \quad \text{ACI 318-19 Eq. (17.7.2.1.3)}$$

$$\Psi_{ec,V} = \left(\frac{1}{1 + \frac{e_v}{1.5c_{a1}}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.7.2.3.1)}$$

$$\Psi_{ed,V} = 0.7 + 0.3 \left(\frac{c_{a2}}{1.5c_{a1}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.7.2.4.1b)}$$

$$\Psi_{h,V} = \sqrt{\frac{1.5c_{a1}}{h_a}} \geq 1.0 \quad \text{ACI 318-19 Eq. (17.7.2.6.1)}$$

$$V_b = \left(7 \left(\frac{l_e}{d_a} \right)^{0.2} \sqrt{d_a} \right) \lambda_a \sqrt{f_c} c_{a1}^{1.5} \quad \text{ACI 318-19 Eq. (17.7.2.2.1a)}$$

Variables

c_{a1} [in.]	c_{a2} [in.]	e_{cV} [in.]	$\Psi_{c,V}$	h_a [in.]
4.000	6.000	0.000	1.000	6.000
l_e [in.]	λ_a	d_a [in.]	f_c' [psi]	$\Psi_{parallel,V}$
2.500	1.000	0.500	2,500	1.000

Calculations

A_{Vc} [in. ²]	A_{Vc0} [in. ²]	$\Psi_{ec,V}$	$\Psi_{ed,V}$	$\Psi_{h,V}$	V_b [lb]
102.00	72.00	1.000	1.000	1.000	2,732

Results

V_{cbg} [lb]	$\phi_{concrete}$	ϕV_{cbg} [lb]	V_{ua} [lb]
3,870	0.700	2,709	413

*Anchor row defined by: Anchor 3, 4; Case 3 controls

5 Combined tension and shear loads, per ACI 318-19 section 17.8

β_N	β_V	ζ	Utilization β_{NV} [%]	Status
0.069	0.153	5/3	6	OK

$$\beta_{NV} = \beta_N^{\zeta} + \beta_V^{\zeta} \leq 1$$



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6 Warnings

- The anchor design methods in PROFIS Engineering require rigid anchor plates per current regulations (AS 5216:2021, ETAG 001/Annex C, EOTA TR029 etc.). This means load re-distribution on the anchors due to elastic deformations of the anchor plate are not considered - the anchor plate is assumed to be sufficiently stiff, in order not to be deformed when subjected to the design loading. PROFIS Engineering calculates the minimum required anchor plate thickness with CBFEM to limit the stress of the anchor plate based on the assumptions explained above. The proof if the rigid anchor plate assumption is valid is not carried out by PROFIS Engineering. Input data and results must be checked for agreement with the existing conditions and for plausibility!
- The equations presented in this report are based on imperial units. When inputs are displayed in metric units, the user should be aware that the equations remain in their imperial format.
- Condition A applies where the potential concrete failure surfaces are crossed by supplementary reinforcement proportioned to tie the potential concrete failure prism into the structural member. Condition B applies where such supplementary reinforcement is not provided, or where pullout or pryout strength governs.
- Refer to the manufacturer's product literature for cleaning and installation instructions.
- For additional information about ACI 318 strength design provisions, please go to <https://submittals.us.hilti.com/PROFISAnchorDesignGuide/>
- Hilti post-installed anchors shall be installed in accordance with the Hilti Manufacturer's Printed Installation Instructions (MPII). Reference ACI 318-19, Section 26.7.

Fastening meets the design criteria!

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7 Installation data

Profile: Square HSS (AISC), HSS3X3X.125; (L x W x T) = 3.000 in. x 3.000 in. x 0.125 in.

Hole diameter in the fixture: $d_f = 0.562$ in.

Plate thickness (input): 0.500 in.

Recommended plate thickness: not calculated

Drilling method: Hammer drilled

Cleaning: Manual cleaning of the drilled hole according to instructions for use is required.

Anchor type and diameter: Kwik Bolt TZ2 - SS 316 1/2 (2 1/2) hnom2

Item number: 2210265 KB-TZ2 1/2x4 1/2 SS316

Maximum installation torque: 481 in.lb

Hole diameter in the base material: 0.500 in.

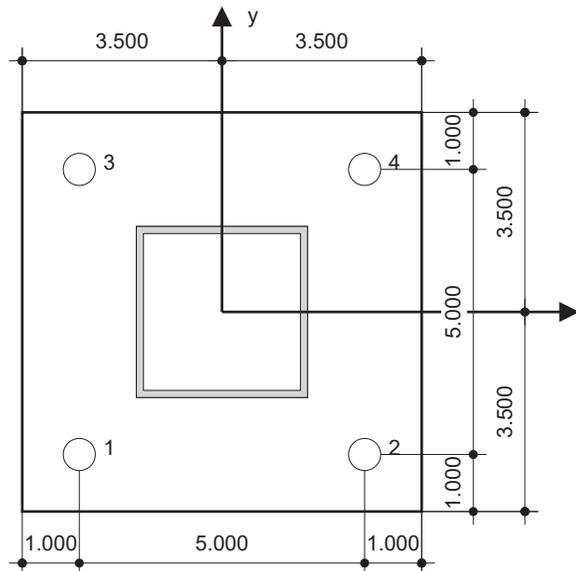
Hole depth in the base material: 3.250 in.

Minimum thickness of the base material: 5.000 in.

Hilti \varnothing 1/2 in Kwik Bolt TZ2 - SS 316 with 3 in nominal embedment depth per ICC-ES ESR-4266 , Hammer drilled installation per MPII

7.1 Recommended accessories

Drilling	Cleaning	Setting
<ul style="list-style-type: none"> • Suitable Rotary Hammer • Properly sized drill bit 	<ul style="list-style-type: none"> • Manual blow-out pump 	<ul style="list-style-type: none"> • Torque controlled cordless impact tool • Torque wrench • Hammer



Coordinates Anchor [in.]

Anchor	x	y	c _{-x}	c _{+x}	c _{-y}	c _{+y}
1	-2.500	-2.500	6.000	11.000	6.000	11.000
2	2.500	-2.500	11.000	6.000	6.000	11.000
3	-2.500	2.500	6.000	11.000	11.000	6.000
4	2.500	2.500	11.000	6.000	11.000	6.000

Input data and results must be checked for conformity with the existing conditions and for plausibility!
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8 Remarks; Your Cooperation Duties

- Any and all information and data contained in the Software concern solely the use of Hilti products and are based on the principles, formulas and security regulations in accordance with Hilti's technical directions and operating, mounting and assembly instructions, etc., that must be strictly complied with by the user. All figures contained therein are average figures, and therefore use-specific tests are to be conducted prior to using the relevant Hilti product. The results of the calculations carried out by means of the Software are based essentially on the data you put in. Therefore, you bear the sole responsibility for the absence of errors, the completeness and the relevance of the data to be put in by you. Moreover, you bear sole responsibility for having the results of the calculation checked and cleared by an expert, particularly with regard to compliance with applicable norms and permits, prior to using them for your specific facility. The Software serves only as an aid to interpret norms and permits without any guarantee as to the absence of errors, the correctness and the relevance of the results or suitability for a specific application.
- You must take all necessary and reasonable steps to prevent or limit damage caused by the Software. In particular, you must arrange for the regular backup of programs and data and, if applicable, carry out the updates of the Software offered by Hilti on a regular basis. If you do not use the AutoUpdate function of the Software, you must ensure that you are using the current and thus up-to-date version of the Software in each case by carrying out manual updates via the Hilti Website. Hilti will not be liable for consequences, such as the recovery of lost or damaged data or programs, arising from a culpable breach of duty by you.

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Specifier's comments:

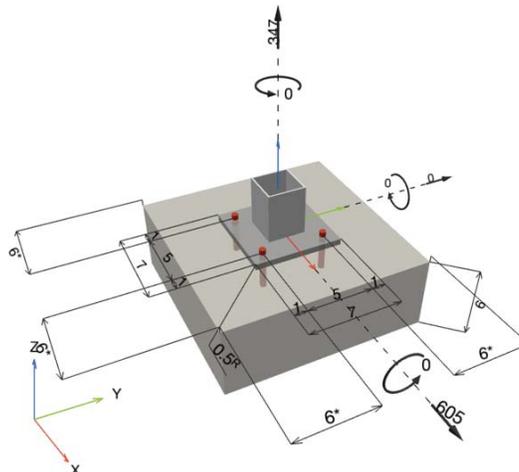
1 Input data

Anchor type and diameter:	Kwik Bolt TZ2 - SS 316 1/2 (2 1/2) hnom2
Item number:	2210265 KB-TZ2 1/2x4 1/2 SS316
Specification text:	Hilti \varnothing 1/2 in Kwik Bolt TZ2 - SS 316 with 3 in nominal embedment depth per ICC-ES ESR-4266 , Hammer drilled installation per MPII
Effective embedment depth:	$h_{ef,act} = 2.500$ in., $h_{nom} = 3.000$ in.
Material:	AISI 316
Evaluation Service Report:	ESR-4266
Issued Valid:	12/1/2023 12/1/2025
Proof:	Design Method ACI 318-19 / Mech
Shear edge breakout verification:	Row closest to edge (Case 3 only from ACI 318-19 Fig. R.17.7.2.1b)
Stand-off installation:	$e_b = 0.000$ in. (no stand-off); $t = 0.500$ in.
Anchor plate ^R :	$l_x \times l_y \times t = 7.000$ in. x 7.000 in. x 0.500 in.; (Recommended plate thickness: not calculated)
Profile:	Square HSS (AISC), HSS3X3X.125; (L x W x T) = 3.000 in. x 3.000 in. x 0.125 in.
Base material:	cracked concrete, 2500, $f'_c = 2,500$ psi; $h = 6.000$ in.
Installation:	Hammer drilled hole, Installation condition: Dry
Reinforcement:	tension: not present, shear: not present; no supplemental splitting reinforcement present edge reinforcement: none or < No. 4 bar



^R - The anchor calculation is based on a rigid anchor plate assumption.

Geometry [in.] & Loading [lb, in.lb]



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1.1 Design results

Case	Description	Forces [lb] / Moments [in.lb]	Seismic	Max. Util. Anchor [%]
1	Combination 1	N = 347; V _x = 605; V _y = 0; M _x = 0; M _y = 0; M _z = 0;	no	23

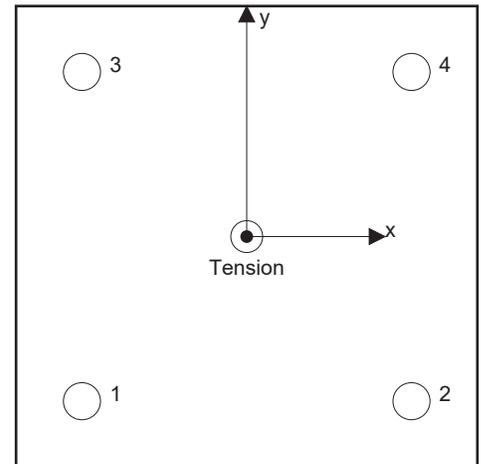
2 Load case/Resulting anchor forces

Anchor reactions [lb]

Tension force: (+Tension, -Compression)

Anchor	Tension force	Shear force	Shear force x	Shear force y
1	87	151	151	0
2	87	151	151	0
3	87	151	151	0
4	87	151	151	0

Max. concrete compressive strain: - [%]
 Max. concrete compressive stress: - [psi]
 Resulting tension force in (x/y)=(0.000/0.000): 347 [lb]
 Resulting compression force in (x/y)=(-/-): 0 [lb]



Anchor forces are calculated based on the assumption of a rigid anchor plate.

3 Tension load

	Load N _{ua} [lb]	Capacity ϕ N _n [lb]	Utilization $\beta_N = N_{ua} / \phi N_n$	Status
Steel Strength*	87	8,906	1	OK
Pullout Strength*	N/A	N/A	N/A	N/A
Concrete Breakout Failure**	347	7,494	5	OK

* highest loaded anchor **anchor group (anchors in tension)

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3.1 Steel Strength

N_{sa} = ESR value refer to ICC-ES ESR-4266
 $\phi N_{sa} \geq N_{ua}$ ACI 318-19 Table 17.5.2

Variables

$A_{se,N}$ [in. ²]	f_{uta} [psi]
0.10	120,404

Calculations

N_{sa} [lb]
11,875

Results

N_{sa} [lb]	ϕ_{steel}	ϕN_{sa} [lb]	N_{ua} [lb]
11,875	0.750	8,906	87

3.2 Concrete Breakout Failure

$$N_{cbg} = \left(\frac{A_{Nc}}{A_{Nc0}} \right) \psi_{ec,N} \psi_{ed,N} \psi_{c,N} \psi_{cp,N} N_b \quad \text{ACI 318-19 Eq. (17.6.2.1b)}$$

$$\phi N_{cbg} \geq N_{ua} \quad \text{ACI 318-19 Table 17.5.2}$$

A_{Nc} see ACI 318-19, Section 17.6.2.1, Fig. R 17.6.2.1(b)

$$A_{Nc0} = 9 h_{ef}^2 \quad \text{ACI 318-19 Eq. (17.6.2.1.4)}$$

$$\psi_{ec,N} = \left(\frac{1}{1 + \frac{2 e_N}{3 h_{ef}}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.6.2.3.1)}$$

$$\psi_{ed,N} = 0.7 + 0.3 \left(\frac{c_{a,min}}{1.5 h_{ef}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.6.2.4.1b)}$$

$$\psi_{cp,N} = \text{MAX} \left(\frac{c_{a,min}}{c_{ac}}, \frac{1.5 h_{ef}}{c_{ac}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.6.2.6.1b)}$$

$$N_b = k_c \lambda_a \sqrt{f'_c} h_{ef}^{1.5} \quad \text{ACI 318-19 Eq. (17.6.2.2.1)}$$

Variables

h_{ef} [in.]	$e_{c1,N}$ [in.]	$e_{c2,N}$ [in.]	$c_{a,min}$ [in.]	$\psi_{c,N}$
2.500	0.000	0.000	6.000	1.000

c_{ac} [in.]	k_c	λ_a	f'_c [psi]
6.250	21	1.000	2,500

Calculations

A_{Nc} [in. ²]	A_{Nc0} [in. ²]	$\psi_{ec1,N}$	$\psi_{ec2,N}$	$\psi_{ed,N}$	$\psi_{cp,N}$	N_b [lb]
156.25	56.25	1.000	1.000	1.000	1.000	4,150

Results

N_{cbg} [lb]	$\phi_{concrete}$	ϕN_{cbg} [lb]	N_{ua} [lb]
11,529	0.650	7,494	347



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4 Shear load

	Load V_{ua} [lb]	Capacity ϕV_n [lb]	Utilization $\beta_v = V_{ua} / \phi V_n$	Status
Steel Strength*	151	5,426	3	OK
Steel failure (with lever arm)*	N/A	N/A	N/A	N/A
Pryout Strength**	605	16,141	4	OK
Concrete edge failure in direction x+**	605	2,709	23	OK

* highest loaded anchor **anchor group (relevant anchors)

4.1 Steel Strength

V_{sa} = ESR value refer to ICC-ES ESR-4266
 $\phi V_{steel} \geq V_{ua}$ ACI 318-19 Table 17.5.2

Variables

$A_{se,V}$ [in. ²]	f_{uta} [psi]
0.10	120,404

Calculations

V_{sa} [lb]
8,348

Results

V_{sa} [lb]	ϕ_{steel}	ϕV_{sa} [lb]	V_{ua} [lb]
8,348	0.650	5,426	151

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4.2 Pryout Strength

$$V_{cpq} = k_{cp} \left[\left(\frac{A_{Nc}}{A_{Nc0}} \right) \psi_{ec,N} \psi_{ed,N} \psi_{c,N} \psi_{cp,N} N_b \right] \quad \text{ACI 318-19 Eq. (17.7.3.1b)}$$

$$\phi V_{cpq} \geq V_{ua} \quad \text{ACI 318-19 Table 17.5.2}$$

 A_{Nc} see ACI 318-19, Section 17.6.2.1, Fig. R 17.6.2.1(b)

$$A_{Nc0} = 9 h_{ef}^2 \quad \text{ACI 318-19 Eq. (17.6.2.1.4)}$$

$$\psi_{ec,N} = \left(\frac{1}{1 + \frac{2 e_N}{3 h_{ef}}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.6.2.3.1)}$$

$$\psi_{ed,N} = 0.7 + 0.3 \left(\frac{c_{a,min}}{1.5 h_{ef}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.6.2.4.1b)}$$

$$\psi_{cp,N} = \text{MAX} \left(\frac{c_{a,min}}{c_{ac}}, \frac{1.5 h_{ef}}{c_{ac}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.6.2.6.1b)}$$

$$N_b = k_c \lambda_a \sqrt{f'_c} h_{ef}^{1.5} \quad \text{ACI 318-19 Eq. (17.6.2.2.1)}$$

Variables

k_{cp}	h_{ef} [in.]	$e_{c1,N}$ [in.]	$e_{c2,N}$ [in.]	$c_{a,min}$ [in.]
2	2.500	0.000	0.000	6.000
$\psi_{c,N}$	c_{ac} [in.]	k_c	λ_a	f'_c [psi]
1.000	6.250	21	1.000	2,500

Calculations

A_{Nc} [in. ²]	A_{Nc0} [in. ²]	$\psi_{ec1,N}$	$\psi_{ec2,N}$	$\psi_{ed,N}$	$\psi_{cp,N}$	N_b [lb]
156.25	56.25	1.000	1.000	1.000	1.000	4,150

Results

V_{cpq} [lb]	$\phi_{concrete}$	ϕV_{cpq} [lb]	V_{ua} [lb]
23,058	0.700	16,141	605

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4.3 Concrete edge failure in direction x*

$$V_{cbg} = \left(\frac{A_{Vc}}{A_{Vc0}} \right) \Psi_{ec,V} \Psi_{ed,V} \Psi_{c,V} \Psi_{h,V} \Psi_{parallel,V} V_b \quad \text{ACI 318-19 Eq. (17.7.2.1b)}$$

$$\phi V_{cbg} \geq V_{ua} \quad \text{ACI 318-19 Table 17.5.2}$$

$$A_{Vc} \text{ see ACI 318-19, Section 17.7.2.1, Fig. R 17.7.2.1(b)*}$$

$$A_{Vc0} = 4.5 c_{a1}^2 \quad \text{ACI 318-19 Eq. (17.7.2.1.3)}$$

$$\Psi_{ec,V} = \left(\frac{1}{1 + \frac{e_v}{1.5c_{a1}}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.7.2.3.1)}$$

$$\Psi_{ed,V} = 0.7 + 0.3 \left(\frac{c_{a2}}{1.5c_{a1}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.7.2.4.1b)}$$

$$\Psi_{h,V} = \sqrt{\frac{1.5c_{a1}}{h_a}} \geq 1.0 \quad \text{ACI 318-19 Eq. (17.7.2.6.1)}$$

$$V_b = \left(7 \left(\frac{l_e}{d_a} \right)^{0.2} \sqrt{d_a} \right) \lambda_a \sqrt{f_c} c_{a1}^{1.5} \quad \text{ACI 318-19 Eq. (17.7.2.2.1a)}$$

Variables

c_{a1} [in.]	c_{a2} [in.]	e_{cV} [in.]	$\Psi_{c,V}$	h_a [in.]
4.000	6.000	0.000	1.000	6.000
l_e [in.]	λ_a	d_a [in.]	f_c [psi]	$\Psi_{parallel,V}$
2.500	1.000	0.500	2,500	1.000

Calculations

A_{Vc} [in. ²]	A_{Vc0} [in. ²]	$\Psi_{ec,V}$	$\Psi_{ed,V}$	$\Psi_{h,V}$	V_b [lb]
102.00	72.00	1.000	1.000	1.000	2,732

Results

V_{cbg} [lb]	$\phi_{concrete}$	ϕV_{cbg} [lb]	V_{ua} [lb]
3,870	0.700	2,709	605

*Anchor row defined by: Anchor 2, 4; Case 3 controls

5 Combined tension and shear loads, per ACI 318-19 section 17.8

β_N	β_V	ζ	Utilization β_{NV} [%]	Status
0.046	0.223	5/3	9	OK

$$\beta_{NV} = \beta_N^{\zeta} + \beta_V^{\zeta} \leq 1$$



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6 Warnings

- The anchor design methods in PROFIS Engineering require rigid anchor plates per current regulations (AS 5216:2021, ETAG 001/Annex C, EOTA TR029 etc.). This means load re-distribution on the anchors due to elastic deformations of the anchor plate are not considered - the anchor plate is assumed to be sufficiently stiff, in order not to be deformed when subjected to the design loading. PROFIS Engineering calculates the minimum required anchor plate thickness with CBFEM to limit the stress of the anchor plate based on the assumptions explained above. The proof if the rigid anchor plate assumption is valid is not carried out by PROFIS Engineering. Input data and results must be checked for agreement with the existing conditions and for plausibility!
- The equations presented in this report are based on imperial units. When inputs are displayed in metric units, the user should be aware that the equations remain in their imperial format.
- Condition A applies where the potential concrete failure surfaces are crossed by supplementary reinforcement proportioned to tie the potential concrete failure prism into the structural member. Condition B applies where such supplementary reinforcement is not provided, or where pullout or pryout strength governs.
- Refer to the manufacturer's product literature for cleaning and installation instructions.
- For additional information about ACI 318 strength design provisions, please go to <https://submittals.us.hilti.com/PROFISAnchorDesignGuide/>
- Hilti post-installed anchors shall be installed in accordance with the Hilti Manufacturer's Printed Installation Instructions (MPII). Reference ACI 318-19, Section 26.7.

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7 Installation data

Profile: Square HSS (AISC), HSS3X3X.125; (L x W x T) = 3.000 in. x 3.000 in. x 0.125 in.

Hole diameter in the fixture: $d_f = 0.562$ in.

Plate thickness (input): 0.500 in.

Recommended plate thickness: not calculated

Drilling method: Hammer drilled

Cleaning: Manual cleaning of the drilled hole according to instructions for use is required.

Anchor type and diameter: Kwik Bolt TZ2 - SS 316 1/2 (2 1/2) hnom2

Item number: 2210265 KB-TZ2 1/2x4 1/2 SS316

Maximum installation torque: 481 in.lb

Hole diameter in the base material: 0.500 in.

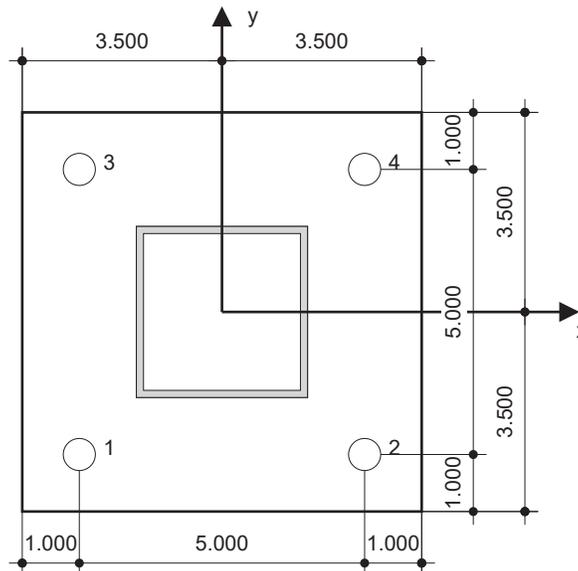
Hole depth in the base material: 3.250 in.

Minimum thickness of the base material: 5.000 in.

Hilti \varnothing 1/2 in Kwik Bolt TZ2 - SS 316 with 3 in nominal embedment depth per ICC-ES ESR-4266 , Hammer drilled installation per MPII

7.1 Recommended accessories

Drilling	Cleaning	Setting
<ul style="list-style-type: none"> • Suitable Rotary Hammer • Properly sized drill bit 	<ul style="list-style-type: none"> • Manual blow-out pump 	<ul style="list-style-type: none"> • Torque controlled cordless impact tool • Torque wrench • Hammer



Coordinates Anchor [in.]

Anchor	x	y	C _{-x}	C _{+x}	C _{-y}	C _{+y}
1	-2.500	-2.500	6.000	11.000	6.000	11.000
2	2.500	-2.500	11.000	6.000	6.000	11.000
3	-2.500	2.500	6.000	11.000	11.000	6.000
4	2.500	2.500	11.000	6.000	11.000	6.000



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Company:		Page:	9
Address:		Specifier:	
Phone Fax:		E-Mail:	
Design:	IN0245 Center Column Anchors	Date:	1/8/2025
Fastening point:			

8 Remarks; Your Cooperation Duties

- Any and all information and data contained in the Software concern solely the use of Hilti products and are based on the principles, formulas and security regulations in accordance with Hilti's technical directions and operating, mounting and assembly instructions, etc., that must be strictly complied with by the user. All figures contained therein are average figures, and therefore use-specific tests are to be conducted prior to using the relevant Hilti product. The results of the calculations carried out by means of the Software are based essentially on the data you put in. Therefore, you bear the sole responsibility for the absence of errors, the completeness and the relevance of the data to be put in by you. Moreover, you bear sole responsibility for having the results of the calculation checked and cleared by an expert, particularly with regard to compliance with applicable norms and permits, prior to using them for your specific facility. The Software serves only as an aid to interpret norms and permits without any guarantee as to the absence of errors, the correctness and the relevance of the results or suitability for a specific application.
- You must take all necessary and reasonable steps to prevent or limit damage caused by the Software. In particular, you must arrange for the regular backup of programs and data and, if applicable, carry out the updates of the Software offered by Hilti on a regular basis. If you do not use the AutoUpdate function of the Software, you must ensure that you are using the current and thus up-to-date version of the Software in each case by carrying out manual updates via the Hilti Website. Hilti will not be liable for consequences, such as the recovery of lost or damaged data or programs, arising from a culpable breach of duty by you.

Area of Bloomington	Shelter Number	Location Description	Address	Art Design
North	1	Bloomington Housing	Intersection of 15th & Lindberg	Rabbits and Crows

Central	4	Dermatology Center of Southern Indiana	1200 S. Rogers St.	Butterfly Wing
	2	IU Health Clinic/WIC Office	122 E. Miller Drive	Flowers

East	3	Old National	2801 E. Buick Cadillac	Butterfly Wing
------	---	--------------	------------------------	----------------

South	6	College Square Apartments	3100 S. Walnut St. Pike	Rabbits and Crows
	5	Intersection of E. Rogers Rd. and E. Winding Brook Cir.	Intersection of E. Rogers Rd. and E. Winding Brook Cir.	Flowers

The logo for Urbansolar, featuring the word "urbansolar" in a white, lowercase sans-serif font. To the right of the text is a stylized sun icon composed of numerous thin, parallel yellow lines radiating from a central point, forming a semi-circular shape.

urbansolar

SAFETY
AT EVERY SHELTER

RMS-F SERIES SOLAR SHELTER LIGHTING

WHY SOLAR?

Urban Solar shelter lighting systems provide bright, reliable security lighting without the need to connect to the electrical grid. RMS-F Series systems easily retrofit to most barrel, flat and peak roof shelters.



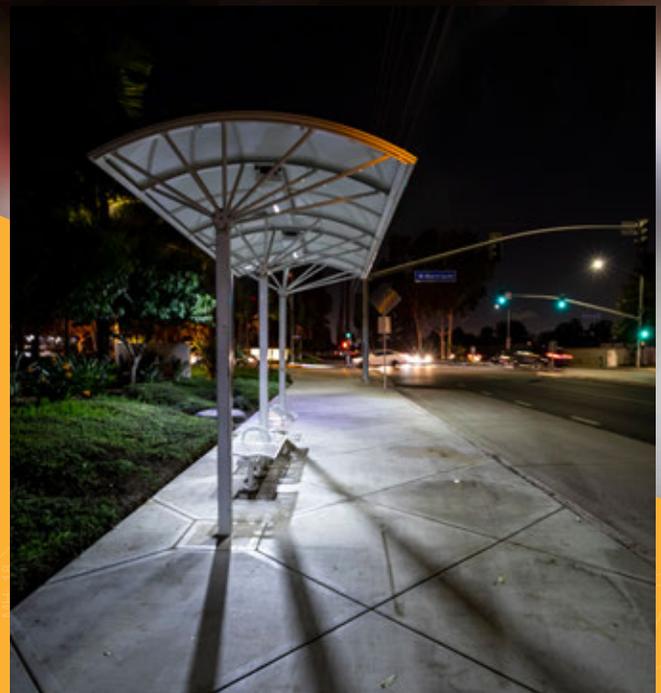
Reduce rider pass-bys



Deter crime and enhance safety



Easy to retrofit to existing shelters



Smart controller with remote monitoring options

FEATURES AND BENEFITS



STAND-ALONE POWER

No grid power, no problem



ECO-FRIENDLY

Long lasting, fully recyclable batteries eliminate reliance on grid power



EASY INSTALLATION

Minimal site disruption and downtime



Proactive ECM

Proprietary controller that maximizes light output throughout the year



ENHANCED PUBLIC SAFETY

Encourage ridership with enhanced safety



UL LISTED SYSTEMS

All systems are tested and certified for safety by Underwriters Laboratories

“ Urban Solar shelter lighting is an important ingredient to fulfilling our mission: ‘dedicated to connecting communities and moving people... making everyday life better.’ Their products properly illuminate bus stops to promote a welcoming, secure and environmentally friendly experience for our customers and the community. [...] ”

– Manager of Facilities & Infrastructure, Long Beach Transit

URBAN SOLAR ADVANTAGES

> Solutions Focused

Lighting design? Happy to help. Structural calculations? Our pleasure. Security cameras? Motion sensor activation? Give us a call today!

> Proven Reliability

Urban Solar has deployed over 10,000 systems across the United States and around the world. From the Arizona desert to the snowy mountains of Canada, we have you covered.

> Exceptional Value

Urban Solar systems are proudly made in the USA and backed by an industry leading system and battery warranty. A multitude of sizing options ensure that you only pay for the system your project requires.

RMS-F SERIES SOLAR SHELTER LIGHTING

The RMS-F Series battery and controller enclosure is installed on the underside of your shelter roof. This configuration extends battery life by keeping the battery enclosure cool and allows for fast battery replacements. Panels are mounted to the shelter roof; appropriate mounting brackets for any roof type come standard.

Array Sizes: 30-170W solar options

Battery: 18Ah to 80Ah, 12.8V

Battery Autonomy: 5 to 10 days

Battery Chemistry: Sealed Lead Acid AGM
(LiFePO4 optional)

Luminaire: 8W

Controller: Urban Solar ECM™ with real time clock and low voltage disconnect (optional ECM Connect™ wireless control and monitoring)

I/O: Power with low voltage disconnect, battery state of health data via RS232/RS485

Lighting Profile: Fully customizable with real time clock, dimming and calendar scheduling functionality come standard

Mounting Hardware: Security Torx

Mounting Hardware Options: Barrel roof, flat roof, peak roof

Operating Temperature: -40°C to 80°C (-40°F to 176°F)

Profiles: Dusk to dawn, dimming

Optional Features: ECM Connect™ wireless control and monitoring, USB charging, power for real time signage

Certification: cUL system-level listing

Put our **expertise in solar lighting** to work on your next project.

For more information or a consultation with one of our solar lighting experts, please email info@urbansolarcorp.com or call:

503.356.5516 (USA)

778.430.5516 (Canada)

www.urbansolarcorp.com



MADE IN THE USA

The Urban Solar Promise



How much is cheap solar lighting really costing you? Do it right with Urban Solar and rest easy knowing your lights are on.



Accurate Sizing

We size every system for reliable operation for your location using 22 years of local solar data from NASA. When it comes to solar, one size does NOT fit all.

Free Site Inspections

We offer free site inspections to ensure that each one of your systems will receive adequate sun exposure to charge throughout the year.

Free Installation Support

We offer free installation support for every installation, big or small. Call us with your questions!

USA-Made and UL-Listed

All Urban Solar systems are proudly made in the USA and meet Buy America requirements. Many systems also carry a system-level UL listing.

10-Year Warranty

All systems come with an industry-leading 10-year system warranty and five-year pro-rated battery warranty. You get the most reliable system on the market, backed by the best warranty.

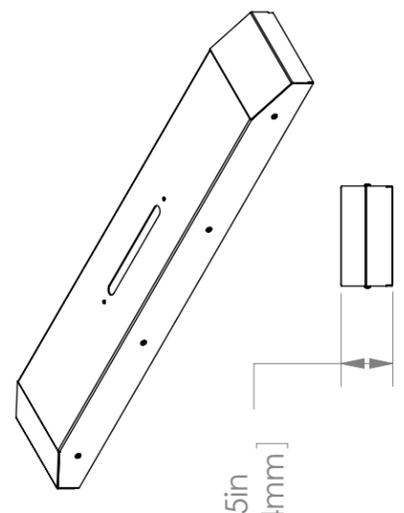
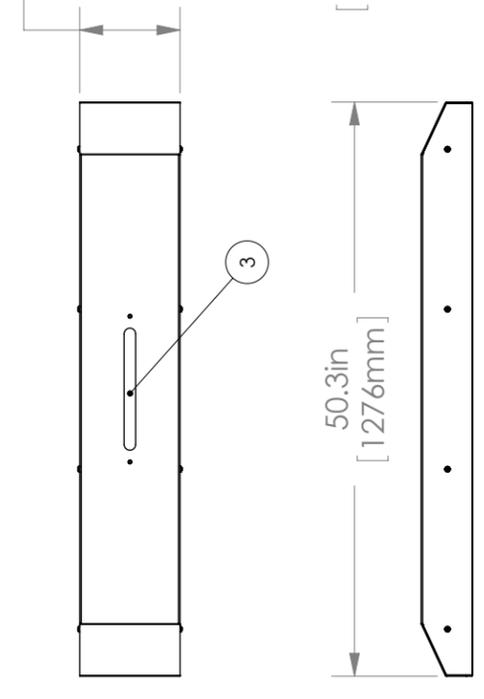
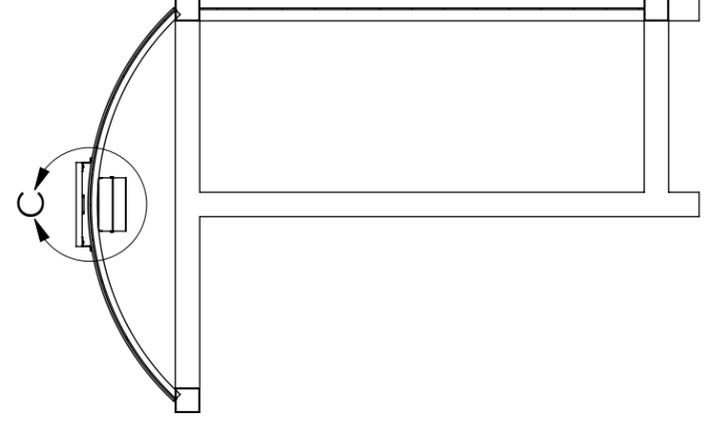
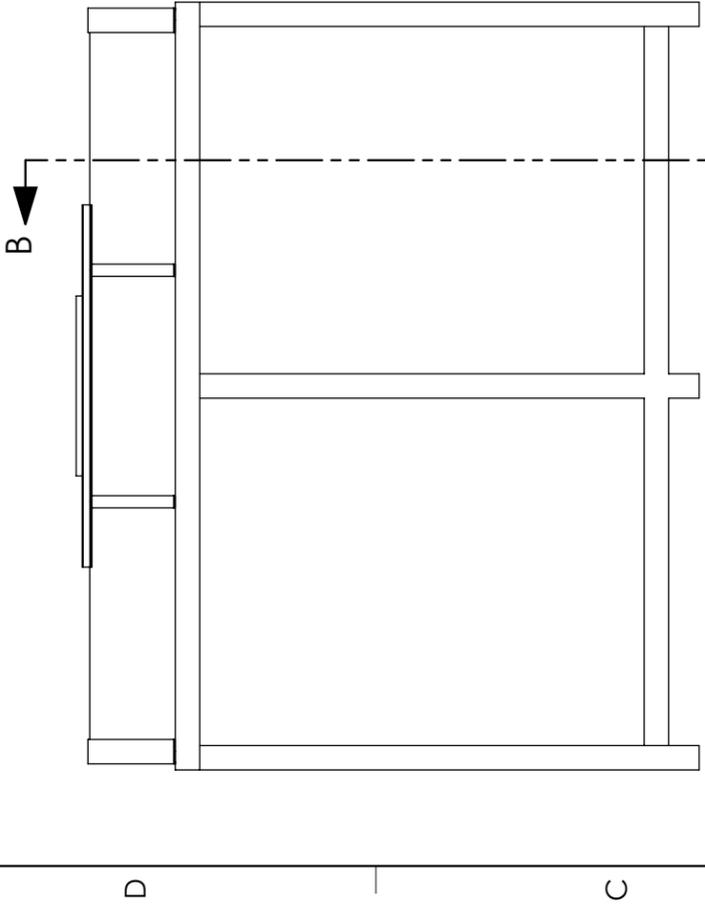


Speak with the experts - contact us today

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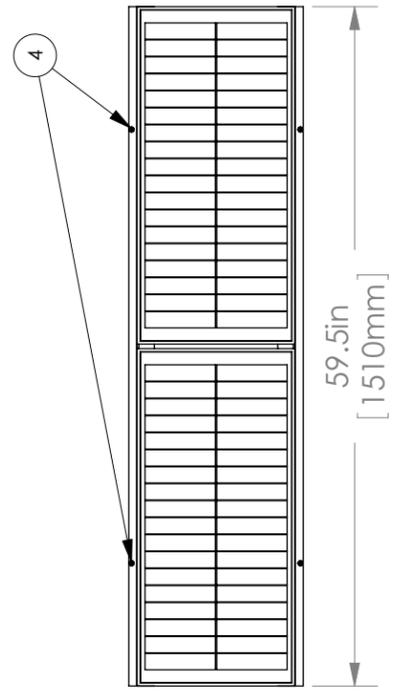
8 7 6 5 4 3 2 1



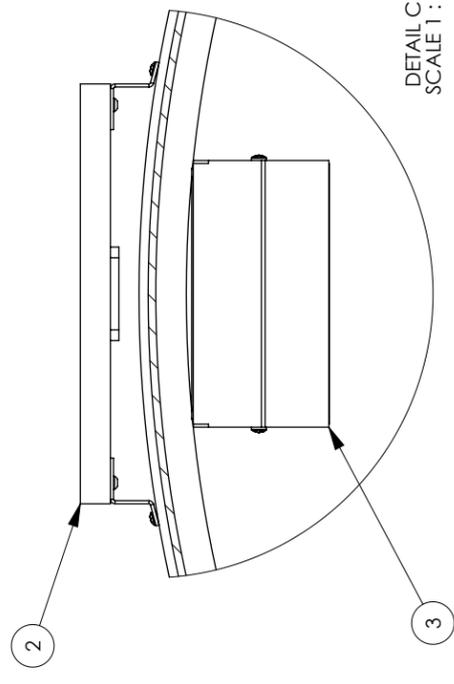
RMS-80F MODULE

- NOTES:**
- ① 8W LED LUMINAIRE
 - ② RMS-80F SOLAR PANEL SECURED TO ROOF W/ SELF TAPPING SCREWS
 - ③ RMS-60F MODULE SECURED WITH INTERNAL FASTENERS
 - ④ MOUNTING HOLES ARE NOT PRE-DRILLED HOLES ARE TO BE DRILLED ON SITE TO MATCH SHELTER ROOF
 - ⑥ REMOTE SYSTEM CONTROL AND MONITORING WHEN EQUIPPED WITH OPTIONAL ECM CONNECT
- ***OPERATING PROFILE DEPENDENT ON GEOGRAPHIC LOCATION. PLEASE CONTACT URBAN SOLAR FOR ASSISTANCE WITH LIGHTING DESIGN.***

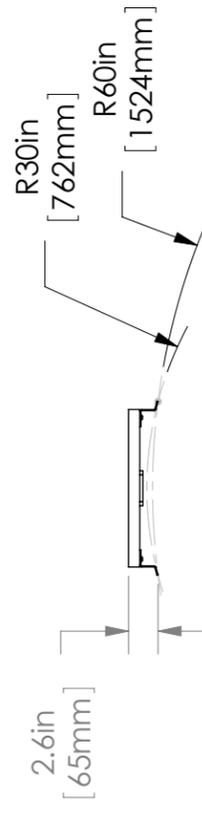
TYPICAL INSTALLATION



SECTION B-B



DETAIL C
SCALE 1 : 6



RMS-80F SOLAR ARRAY

RMS-80F SOLAR PANEL



SPECIFICATIONS:

- SOLAR ARRAY (W): 80
- NOM. SYSTEM VOLTAGE (VDC): 12
- MAX. BATTERY BANK (Ah): 72
- BATTERY TYPE: SEALED LEAD ACID (SLA)
- CONTROLLER: USC ECM C/W REAL TIME CLOCK
- CHASSIS MATERIAL: ALUMINUM
- CHASSIS COATING: POWDER COAT - POLYESTER
- SYSTEM WEIGHT W/ 4 BATTERIES (lbs): 81

PROPRIETARY
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DRAWN BY
D HANKE
DATE
18-NOV-2018

TITLE
RMS80F - ROOF MOUNTED SHELTER LIGHTING SYSTEM

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11080

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A

PAGE
1/1

Urban Solar®
1880 SW Merlo Drive
Beaverton, OR, USA 97003
(T) 503-356-5516

8 7 6 5 4 3 2 1

RMS-F PV SHELTER SERIES

Transit Shelter Solar-Powered LED Lighting System



Safety Information

Notice

Thoroughly read these instructions and familiarize yourself with the equipment before installing, operating, servicing or maintaining it. The following message warns of potential hazards and offers inductions to avoid them.

This equipment should be installed, operated, serviced, and maintained only by qualified personnel. A qualified person is one who has skills and knowledge related to the construction and operation of this equipment and its installation and has received safety training to recognize and avoid the hazards involved.

⚠ DANGER
HAZARD OF BURNS, EXPLOSION, FALLING OR FALLING EQUIPMENT
<ul style="list-style-type: none">• Apply appropriate personal protective equipment (PPE) and follow all local workplace safety regulations.• This equipment must only be installed by a qualified person.• Remove all jewelry before working with or near batteries.• Do not short circuit batteries.• Do not alter factory wiring.• Do not smoke while installing or servicing this product.• Secure all tools from falling while working overhead.• Install batteries only after securing this to product in its intended location.• Replace all covers, doors, or access panels after installing or servicing this product.
Failure to follow these instructions will result in death or serious injury.



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Solar Exposure & System Performance

All solar LED lighting systems require adequate sunlight exposure to ensure the energy balance is maintained. If there is not adequate exposure to direct sunlight, the system may shut down the LEDs to preserve the batteries. Once the system receives adequate exposure to recharge the batteries to a healthy state of charge, the system will resume lighting operation.

Urban Solar engineers use solar simulation tools to help determine the size of the systems (solar panel array size and battery capacity), and the lighting loads that can be supported during all times of the year. The solar data used in these simulations is from a 22-year accumulation of solar data in the NASA database; Urban Solar uses the lowest of the 22-year values in the solar simulations.

An assumption must be made that the sites will receive a reasonable amount of unobstructed sun exposure. In urban environments there can be substantial shading of the solar panels, depending on the specific installation location, due to trees and buildings. Simulations typically assume that the installation sites will receive a minimum of 50% of the available sunlight year-round – i.e. that the panels will be shaded up to a maximum of half the time.

The installation contractor should notify the agency and/or Urban Solar if they suspect a site may not have adequate solar exposure.

*Note: Urban Solar will not guarantee the battery warranty on lighting systems that are installed into locations with > 50% shading factor without a reduced lighting profile. For poor solar exposure sites, it may still be possible to deploy a solar lighting system with a **reduced lighting profile**. These sites still need to have some exposure to direct sunlight, but by reducing the lighting load an energy balance can be maintained while still providing an adequate level of security lighting. The reduced lighting profile is achieved by dimming the LEDs and/or reducing the total on-time to provide reasonable lighting during peak operating hours, and further dimming or turning off the LEDs during off-peak times.*

Introduction

The Urban Solar RMS-F series stand-alone solar powered LED lighting system has been designed specifically to meet the requirements for lighting the barrel roof type transit shelter. The system has been engineered to integrate with the shelter's mechanical design in order to provide an aesthetic look and a simple installation procedure.

The RMS-F series has been rigorously tested and is a listed system by Underwriters Laboratories (UL-Listed). There are many sizes/model numbers available depending on the number and size of the solar panels required. RMS40F and RMS80F are the most common sizes for this application, but other solar panel configurations are available including "flex" panels. The different models are identical except for solar array size. The remainder of this manual will refer to the most common size, the RMS80F with 2 solar panels and 2 batteries, but is applicable to all models.

Primary System Components

The RMS80F shelter lighting system provides security lighting using state of the art LED luminaires, batteries and solar panels, integrated with an intelligent programmable energy control module (ECM). Electrical current generated by the solar panels flows to the ECM which regulates the charging of the battery bank and modulates power to the LEDs. The ECM is factory programmed to provide variable calendar-based lighting profiles to match the seasonally available solar insolation and lighting level requirements.

The main system components are described below:

PV Array (solar module) - The PV array typically consists of one or more 40W solar modules mounted to a metal framework. The solar panel array size is selected to provide enough solar charging for the system to operate dusk till dawn, at a specific brightness level, year-round at a given geographical location. The RMS80F has 2 x 40W solar panels.

Batteries - The battery bank is composed of 2 x 18 amp-hour 12 Volt packs. The batteries are sealed, lead acid, rechargeable, and provide a minimum of 5 days autonomy (i.e. from a full charge, the system could operate for a minimum of 5 days with absolutely no solar charging – for example during heavy snowfall).

LEDs - The LED luminaire contains high power white LEDs. The luminaires are driven well below their maximum power rating to increase efficiency and extend the already long life.

ECM - The Energy Control Module is the central control of the lighting system. It controls battery charging and regulates the power to the LED luminaires. The ECM also monitors the system performance to ensure the batteries will not be damaged by overcharging and will turn off the LEDs if the battery voltage falls below the low voltage disconnect (LVD) setting. Once the batteries have been sufficiently charged above the LVD, the ECM will turn the LEDs back on again.

Operating Profile - The RMS80F contains a built-in programmable energy control module (ECM) that is pre-programmed at the factory to set a calendar based operating profile to maximize the light intensity and duration based on NASA solar insolation data for the region.

ECM Connect (optional) – Systems may be equipped with the ECM Connect module which allows remote programmability and system monitoring via cellular/web interface.

Data Logging / Retrieval - The ECM keeps a daily log of critical operating parameters such as battery voltage, solar panel and LED Current. This data can be retrieved in the field to assess system performance.

Power Module – Cover On



Figure 1.

Power Module and Solar Panels



Figure 2.

ECM with Solar, LED and Battery Connections



Figure 3.

Exploded View

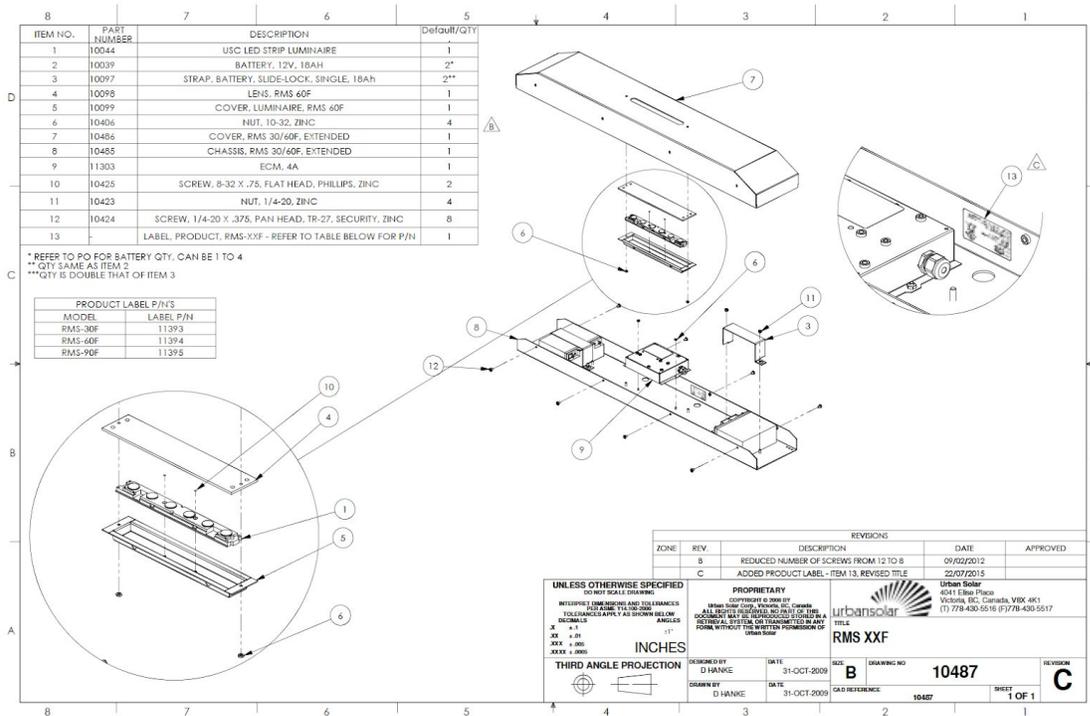


Figure 4.

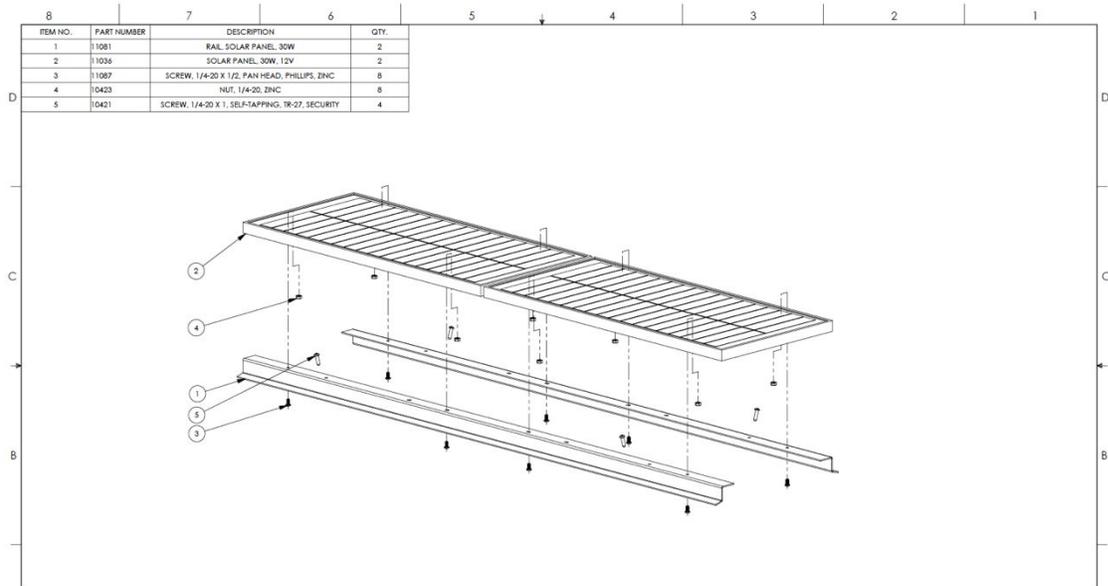


Figure 5.

Installation & Assembly

Important: Failure to follow these procedures may result in system damage and failure. The order of operations when connecting LEDs, Batteries, and Solar Panels is critical. The sequence for electrical connections is as follows:

- > Connect LED harnesses to the ECM and install LED fuse.
- > Connect main battery harnesses to the ECM and install battery fuse.
- > Connect main battery harnesses to the ECM and install battery fuse.
- > Connect Solar Panels to the ECM and install solar fuse.

The reverse order should be followed if it becomes necessary to troubleshoot the system or replace any components. **Always disconnect solar first!**

Note: Do not attempt to connect the LEDs or cut/splice the LED wires with solar and/or battery power connected or permanent damage to the ECM may occur. Always disconnect the solar fuse and remove main battery fuse before connecting, cutting, or splicing LED harnesses.

Typically, the RMS80F series is shipped with 2x12V, 18Ahr batteries installed and pre-wired to the control module.

If batteries are already installed and wired, then skip to step 6.

If batteries have not been pre-installed:

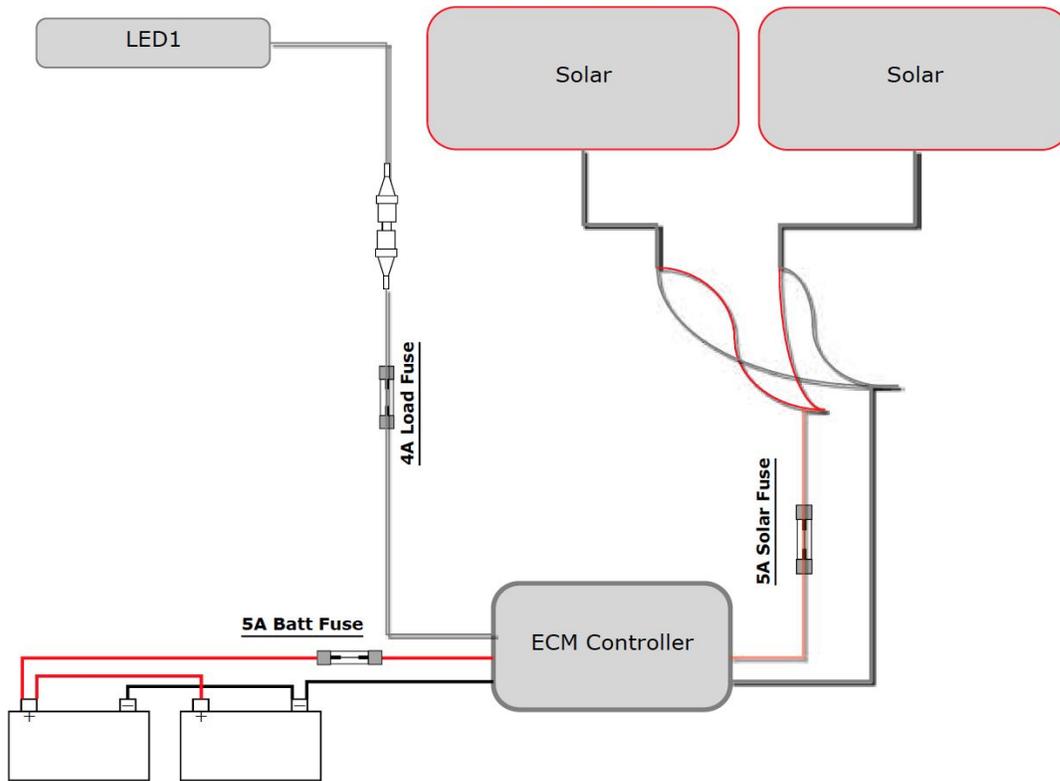
1. Position the batteries in to the power module and complete the battery wiring as detailed in the wiring diagram below.

Be cautious when handling the battery pack. It is capable of generating hazardous short-circuit currents. Remove all jewelry (bracelets, metal-strap watches, rings) before attempting to handle or disassemble the battery pack. Contact Urban Solar if further instruction is required.

Note: Use extreme caution when installing battery harnesses. Always wear insulating gloves when connecting batteries. Avoid contact of free positive ring terminals with negative terminals of battery or any part of the chassis.



Figure 6. Batteries Wired in Parallel



12V Batteries Wired in Parallel

Figure 7. Solar Panels Wired in Parallel

2. Battery wiring – **Batteries are wired in parallel.** Use the black jumper cables to connect all of the negative (-) terminals together and use the red jumper cables to connect all the positive (+) terminals together.
3. Attach the black main negative battery power cable coming from the ECM to one of the negative battery terminals.
4. **Remove the inline fuse** and attach the red fused main positive battery power cable coming from the ECM to the positive battery terminal on the other end of the battery bank as shown.
5. Place batteries into the chassis as shown and install battery straps. Use wire ties to tidy up wiring and tuck neatly out of the way. Generously coat all battery terminals with the battery terminal protective spray provided in the installation kit.

6. Install power module chassis to the ceiling of the shelter. The power module chassis should be positioned so that it can be secured to the shelter roof ribs near each end – i.e. centered on two roof ribs. Typically, the module will be positioned at the center of the shelter. Using appropriate hardware, mount the power module chassis to the ceiling and ensure it is secured with a minimum of four (4) TEK screws fastened directly through the roof ribs. If necessary, pilot holes can be drilled in the power module base and roof ribs – use a 3/16” drill bit for the pilot holes. ¼”x1” TEK screws are provided in the installation kit.

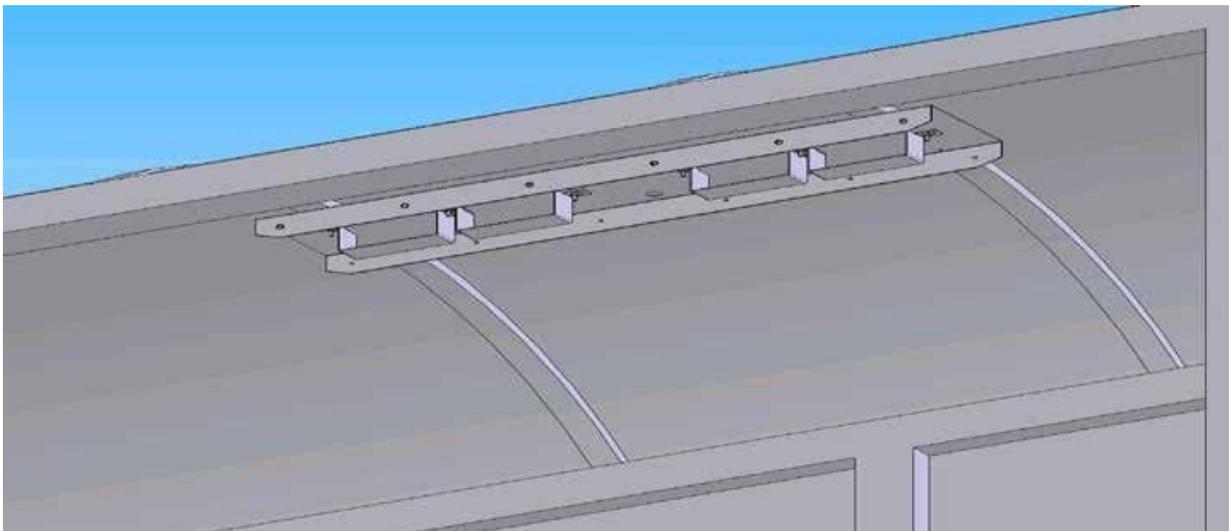


Figure 8.



Figure 9.

7. Install solar panel(s) on rails using the hardware and rails provided.

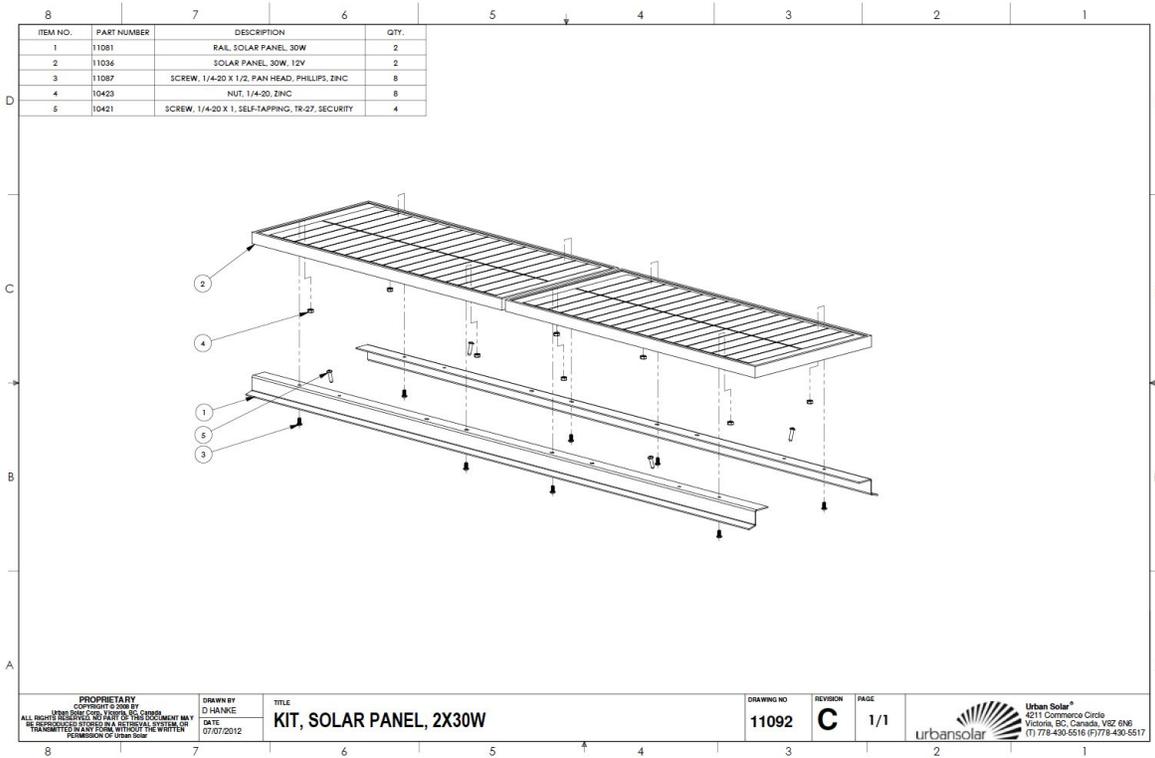


Figure 10.

8. Install solar panels on shelter roof.

Drill a 1/2" hole through the shelter roof to route solar panel wires into the power module chassis in ceiling. It is recommended that the wire feed-through is sealed using the water tight cord grip supplied in the install kit to prevent water leaking into the shelter.

Place the solar panel assembly on the shelter roof centered directly above the power module, route the solar panel wires through the cord grip and into the power module.

Note: Do not short the solar panel positive leads to the negative leads or to any part of the metal work on the chassis or shelter. Use electrical tape to insulate leads when routing solar panel wiring.



Figure 11.

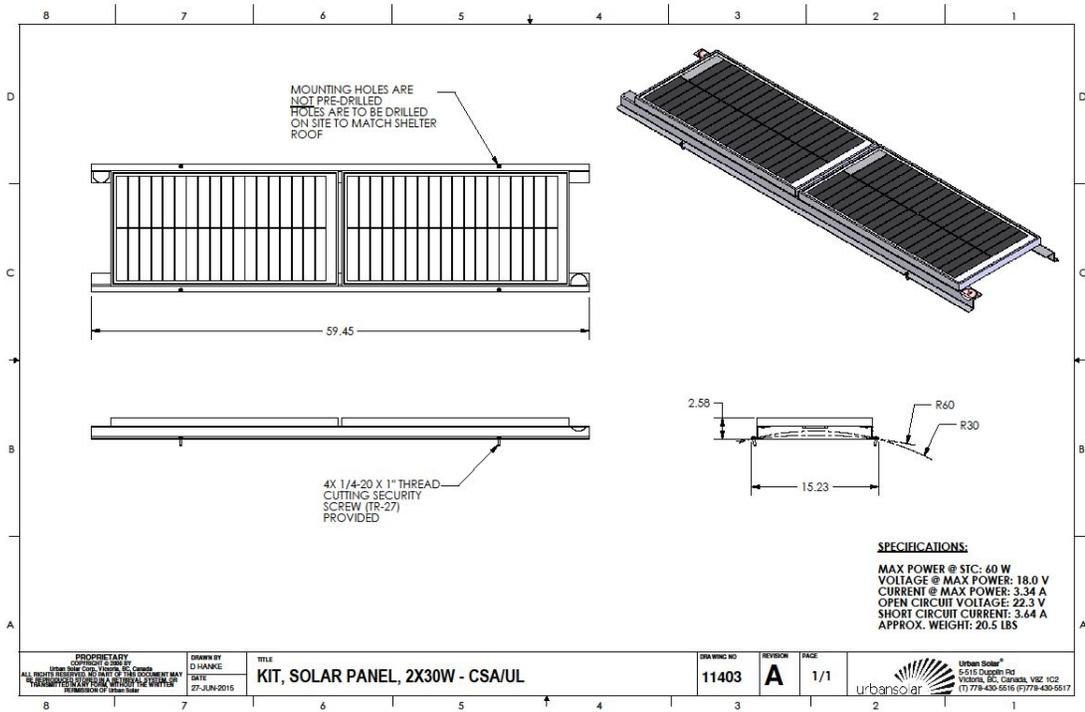


Figure 12.

9. Connect solar panel wires to ECM.

Remove the inline fuse from the (white) positive solar harness lead from the ECM. Connect both positive solar panel leads (red) to the positive (white) lead from the ECM as shown. Connect both negative solar panel leads (black) to the negative (black) lead from the ECM. Crimp-on quick connect terminals are provided or use wire nuts (and electrical tape) to make connections.

Note: When there are two or more solar panels, the panels are wired in parallel.

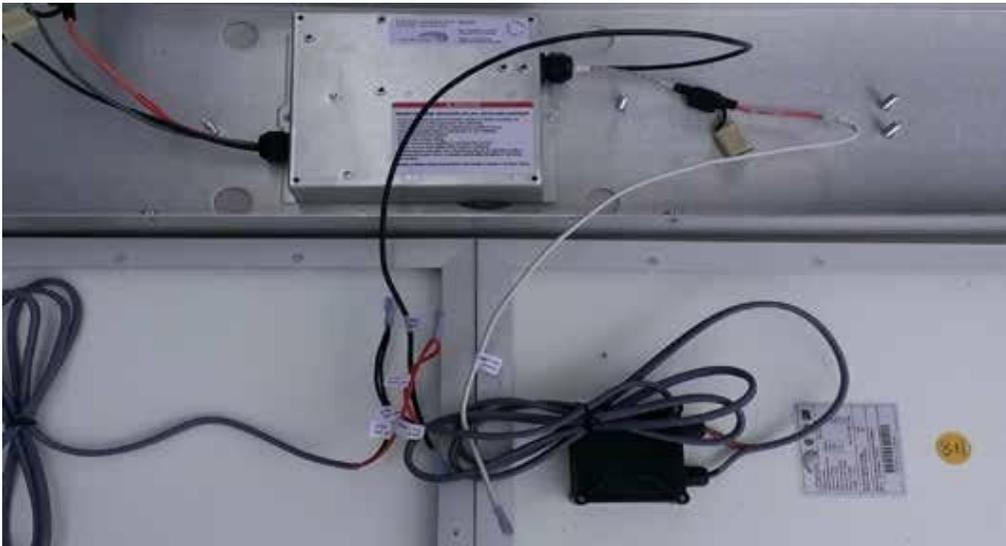


Figure 13.

10. Coil up any excess wiring and use wire wraps or zip ties to neaten up and tuck away all wiring. Make sure no wires will be pinched when the module lid is installed.
11. Raise the power module cover up into position and make the connection for the luminaire to the control module as shown in the wiring schematic – note there are two connectors on the LED fixture – it does not matter which one is used for connecting the harness. Insert the LED fuse into the in-line fuse holder on the LED harness.
12. While holding the lid up (or resting the lid on top of the ladder), insert the battery harness fuse into the battery harness fuse holder. The lights will flash briefly and then after a few seconds turn on at

a low intensity level. If the lights do not turn on at this time, there is a problem with the wiring. Check all connections are correct - refer to the wiring schematic.

13. Insert the solar harness fuse into the solar harness fuse holder. After approximately 5 to 20 seconds, the lights will turn off once the system recognizes that the solar panel is producing charge current. If the lights do not turn off, there is a problem with the solar panel wiring. Check the polarity and security of all wire connections – refer to the wiring schematic.
14. Perform the optional self-test (see next page for instructions).
15. Secure the power module cover to the chassis using the security hardware provided. Make sure no wires are pinched when raising the cover into place. The installation is now complete. The lights will turn on automatically at dusk.

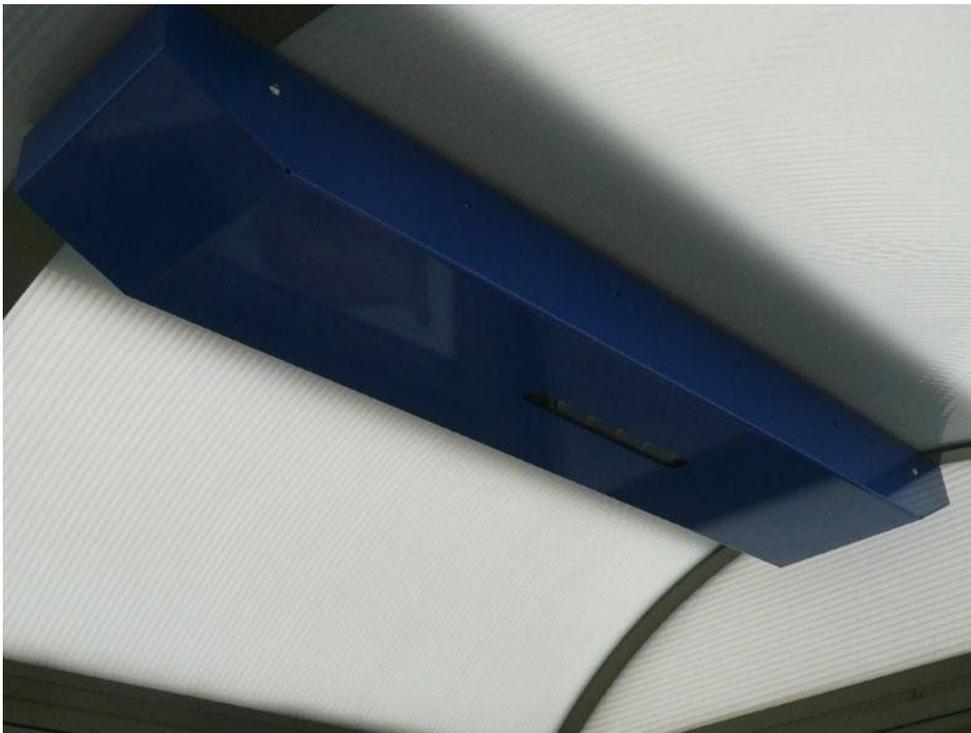


Figure 14.

Power-Up & Self-Testing

The latest designs make it easier for maintenance staff to perform a “self-test” of the lighting system without the need to access the inside of the unit by removing the covers or opening the lids.

No special tools are required to perform the self-test except for a test magnet and a small step ladder. The test magnet is supplied with each system but almost any magnet will work. Maintenance staff could find a convenient place to “hide” the magnet somewhere in the shelter for future use, or just make sure to always carry the magnet with them when inspecting the lighting systems.

Products shipped after March 2020 incorporating this change. All units will be clearly marked with the test location indicated on the outside of the unit by means of a “Test” label affixed to the appropriate test location.

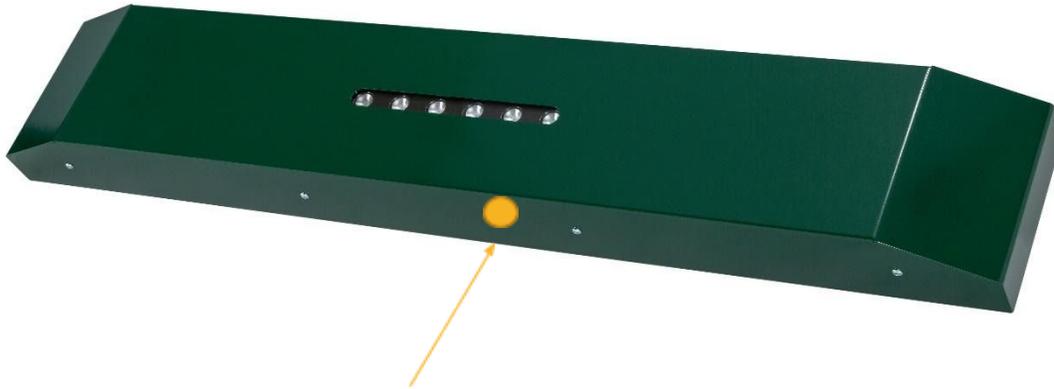
Legacy product shipped prior to March 2020 will still have a self-test enabled by swiping a magnet on the top-right corner of the ECM unit located inside the chassis. To perform a system self-test on these older units the cover must be removed first to access the ECM.

Magnetic Test switch OLD location:



The Switch is now mounted on the inside wall of the chassis of the power module unit so that it can be enabled by swiping a magnet on the outside wall of the unit as shown in the following photos. The TEST location will be clearly labelled so that maintenance staff can quickly check the status of the unit without opening or removing any of the system covers.

RMS60F Shelter Lighting



New location for Magnetic Test switch

Self-Testing

The self-test feature is activated by swiping a magnet over the magnetic switch label as shown in the photos above. A magnet is provided with each unit, but almost any magnet will work to enable the test.

The self-test provides information on system health by flashing the LEDs in a predetermined sequence. On activation, the LEDs will flash 3 times quickly, pause, and then flash slowly, giving 0 to 6 flashes depending on the state of charge of the batteries.

The first 3 flashes indicate that the system and LEDs are wired correctly. If any of the lights do not flash on the initiation of the magnetic swipe test, the system requires troubleshooting, and it is likely that some part of the system is not wired correctly. This usually indicates the LED wiring has not been connected properly.

Swipe the magnet over the indicated location – the lights will flash 3 times slowly and then flash 0 to 6 times to indicate the state of health of the batteries.

During daylight, after the self-test is completed, the LEDs should turn OFF – if the LEDs do not turn off there is a problem with the system wiring – most likely the solar panel is not connected – make sure to check solar wiring and fuse. **If testing at night, then after the self-test is completed, the LEDs should remain ON.**

NOTE – the test will indicate the **lowest battery voltage measured in the previous 24 hours**, - the test does not represent the present battery voltage at time of test. This is because we want to know the lowest night- time voltage and not the daytime voltage when the batteries are receiving charge current from the solar panels. Measuring battery voltage while charging is not an indicator of battery health.

if lowest battery voltage in last 24hrs is:

- > $\geq 12.6V$ flash 6 times, system is fully charged and healthy
- > $\geq 12.4V$ flash 5 times, system is $>75\%$ charged and healthy
- > $\geq 12.2V$ flash 4 times, system $>50\%$ charged and may need attention depending on exposure and weather
- > $\geq 12.0V$ flash 3 times, system is $>25\%$ charged but struggling to maintain healthy charging of batteries
- > $\geq 11.91V$ flash 2 times, system is close to shutting down to protect batteries from over discharge
- > $\leq 11.90V$ flash 1 time, system will have shut down sometime in last 24 hours
- > If system is currently in low voltage disconnect mode (LVD) flash 0 times, system is in LVD protection mode and LEDs will not turn on until batteries have been sufficiently recharged.

Note – Systems with ECM Connect do not have the magnetic swipe test. These systems are tested remotely via the web interface.

Troubleshooting

Activating the self-test is the best way to ensure the wiring is completed correctly. The LEDs must flash – if they do not flash, there is a problem with the system wiring.

During daylight, after the self-test is completed, the LEDs should turn off – if the LEDs do not turn off there is a problem with the system wiring. Make sure the solar panels are connected and the solar fuse has been installed correctly. Check the solar fuse. During night time, or when the panels are covered up to simulate darkness (or solar fuse is removed), the LEDs should turn on. In the event the RMS60F fails to turn on after dark (or simulated darkness):

1. Check that the panel is completely dark. If there is a street-light directly overhead this can sometimes provide enough light to simulate daytime. If you are using a cover to simulate darkness, ensure that the panel is completely covered and totally dark.
2. Remove the power module cover, disconnect the LED harness and place the cover aside.
3. Remove the fuse from the solar harness, then remove the fuse from the positive battery connect lead.
4. Measure the battery voltage across the battery terminals – this requires a digital voltmeter capable of measuring voltage to at least one decimal point.
 - a. If the battery voltage is <11.0Volts, contact Urban Solar Corp for assistance.
 - b. If the voltage is between 11.0 and 11.9V, then the battery needs to be charged before the lights will activate. When the battery voltage falls to less than 11.9V, the ECM protects the battery from over-discharge by disconnecting power to the luminaires. Once the system has had sufficient time and sunlight to recharge and the battery voltage reaches 12.4 Volts, the ECM will reconnect power to the luminaires, and the system will function normally. Charging will occur naturally in the field and the unit can be checked again after a few sunny days. Alternatively, a battery charger may be used – please consult Urban Solar Corp.
 - c. If the battery voltage is >11.9V, the lights should activate.
5. Remove and check all fuses. Replace the fuse(s) if required.

6. Re-insert the LED fuse first. Re-insert the battery fuse second. The lights should flash briefly, and then turn on at a low intensity level after about 5-20 seconds. Re-insert the solar fuse last. The lights will turn off after about 5-10 seconds (provided it is daytime).

If the above steps do not restore normal operation, contact Urban Solar for assistance.

Maintenance

Although the system is designed to be maintenance free, optimal performance requires clean solar panels and lenses. Clean on an annual basis or as required. Use water and a soft sponge or cloth for cleaning and a mild, non-abrasive cleaning agent for more stubborn residue. Rinse well.

Batteries

Be cautious when handling the battery pack. It is capable of generating hazardous short-circuit currents. Remove all jewelry (bracelets, metal-strap watches, rings) before attempting to handle or disassemble the battery pack. Contact Urban Solar if further instruction is required.

Contact and Re-order Information

If you have any questions or feedback, we would like to hear from you. Please visit our website or feel free to contact us directly at 778-430-5516 or techsupport@urbansolarcorp.com

Urban Solar Corporation
#5-515 Dupplin Road
Victoria, BC Canada, V8Z 1C2
www.urbansolarcorp.com

Urban Solar (USA)
1880 SW Merlo Dr
Beaverton, Oregon, USA, 97003
503-356-5516

Tolar Manufacturing
258 Mariah Circle
Corona, California USA, 92879

CERTIFICATE OF COMPLIANCE

Certificate Number 20150904-E471368
Report Reference E471368-20150626
Issue Date 2015-SEPTEMBER-04

Issued to: Urban Solar Corp
5 - 515 Dupplin RD
Victoria
BC V8Z 1C2 CANADA

**This is to certify that
representative samples of**

POWER CIRCUIT AND MOTOR-MOUNTED APPARATUS
Solar load Control off-grid systems.
Models: RMS-30, RMS-50, RMS-80, RMS-30F, RMS-60F,
RMS-90F, RMS-AD-80, RMS-80 RAD-93.

Have been investigated by UL in accordance with the
Standard(s) indicated on this Certificate.

Standard(s) for Safety: UL 508 and CSA C22.2 NO. 14-13, Industrial Control
Equipment.

Additional Information: See the UL Online Certifications Directory at
www.ul.com/database for additional information

Only those products bearing the UL Certification Mark should be considered as being covered by UL's
Certification and Follow-Up Service.

Look for the UL Certification Mark on the product.



Bruce Mahrenholz, Director North American Certification Program
UL LLC

Any information and documentation involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL. For questions, please
contact a local UL Customer Service Representative at <http://ul.com/aboutul/locations/>





Urban Solar Warranty of BUY AMERICAN ACT (1933) & BUY AMERICA ACT (1983) Requirement Compliance

BUY AMERICAN ACT (1933) 41 U.S.C. § 8301–8305

The Buy American Act applies to all U.S. federal government agency purchases of goods valued over the micro purchase threshold, but does not apply to services. Under the Act, all goods for public use (articles, materials, or supplies) must be produced in the U.S., and manufactured items must be manufactured in the U.S. from U.S. materials when publicly funded. 1933 Buy American creates a price preference that favors "domestic end products" from American firms on U.S. federal government contracts for: unmanufactured products mined or produced in the United States and manufactured products in which the cost of its U.S. components exceeds 50% of the cost of all components of the item and the product is manufactured in the United States.

BUY AMERICA ACT (1983) 49 U.S.C. § 5323(j) and 49 C.F.R. Part 661

Buy America provisions are applied to transit-related procurements valued over \$100,000, for which funding includes grants administered by the Federal Transit Authority (FTA) or Federal Highway Administration (FHWA). Buy America provisions are a condition of U.S. federal government grants to state, municipal or other organizations including transit authorities that require 100% U.S. content for iron/steel and manufactured products.

Applicability to Contracts. The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock valued at more than \$100,000.

Flow Down. The Buy America requirements flow down from FTA recipients and sub-recipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$100,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

Mandatory Clause / Language. The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA. Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

Urban Solar warranties that it will meet the requirements of the Buy American and Buy America Acts. We are a proud USA manufacturer and employer, and thank you for your business.



Warranty

Urban Solar Corp. ("the manufacturer") provides a limited warranty on all solar-powered LED lighting systems. Specific warranties apply to system components as follows:

Solar Panels 25 year limited warranty.

System electronics, LEDs, and energy control module (ECM) 10 years limited warranty.

Batteries 5 years limited pro-rated warranty with options for 5 and 10 year extended warranties as detailed below:

Standard 5 year Prorated Battery Warranty

60 Month Prorated Battery Warranty	
0 to 24 Months	100% battery replacement
25 to 36 Months	50% of the original battery purchase price applied to the battery replacement.
36 to 48 Months	30% of the original battery purchase price applied to the battery replacement.
48 to 60 Months	20% of the original battery purchase price applied to the battery replacement.

Extended 5 and 10 year Battery Warranty Options - Applies to Premium Batteries Only

60 or 120 Month 100% Battery Warranty	
0 to 60 Months	100% battery replacement
0 to 120 Months	100% battery replacement

All battery warranties subject to site evaluation and/or validation of the system data stored in the Energy Control Module.





Warranty Conditions

Warranty effective date is from date of delivery of product to customer.

All systems and components shall be free of defects in materials and workmanship that have an effect on functionality or performance under normal installation and use conditions for industrial/commercial outdoor lighting products.

The limited warranties set forth herein **DO NOT** apply to any solar module or any other system component which has been subjected to negligence in transportation, handling, storage or use, or has been repaired, or in any way tampered with, or which has been subjected to extraordinary salt or chemical exposure, or which has been subjected to improper installation, application, alteration, unauthorized service, flood, fire, direct or indirect lightning strikes, or other acts of nature, or which has been subjected to accidental breakage, or vandalism.

In addition, the limited warranties do not apply to any cosmetic change in appearance stemming from the normal wear and tear over time of product materials. Warranty claims will not apply if the product label, type or serial number of the applicable product has been altered, removed or made illegible.

Battery warranty shall be void if:

1. Batteries are not installed into operation systems and receiving adequate solar charging within 8 months of delivery of product.
2. Systems are installed into locations that do not have adequate sunlight exposure for charging.
3. Systems are not installed/commissioned/tested properly at time of installation per the product manuals and training provided.
4. System/battery install date is not documented or recorded at time of installation.
5. Original system batteries are replaced with batteries from a 3rd party supplier not approved by Urban Solar Corp.

Solar Panels

Annual output power degradation <1%. At 25 years output power shall be no less than 75% of initial output power assuming panels are cleaned regularly (panels must be cleaned annually).

LEDs

10 year performance warranty. Annual degradation in light output < 2%. At 10 years the lumen maintenance shall be > 80% of initial lumen output.



System Enclosure/Metalwork

Subject to the general warranty conditions, the system enclosure and fasteners shall be free of defects in materials and workmanship. Powder coated metal parts shall be warranted against defects, peeling, and corrosion for 10 years.

Energy Control Module (ECM), Electronics and Wiring

All electrical components, wiring, fuses, circuit breakers, LED drivers, charge controllers re warranted for 10 years subject to the general warranty conditions.

Shading and Site Selection

One of the most critical considerations for solar lighting system performance in urban environments is shade. Shading is variable throughout the seasons, and can be caused by trees and/or buildings. Urban Solar works to educate customers and installation contractors about site selection and the effects of shading on system performance and reliability.

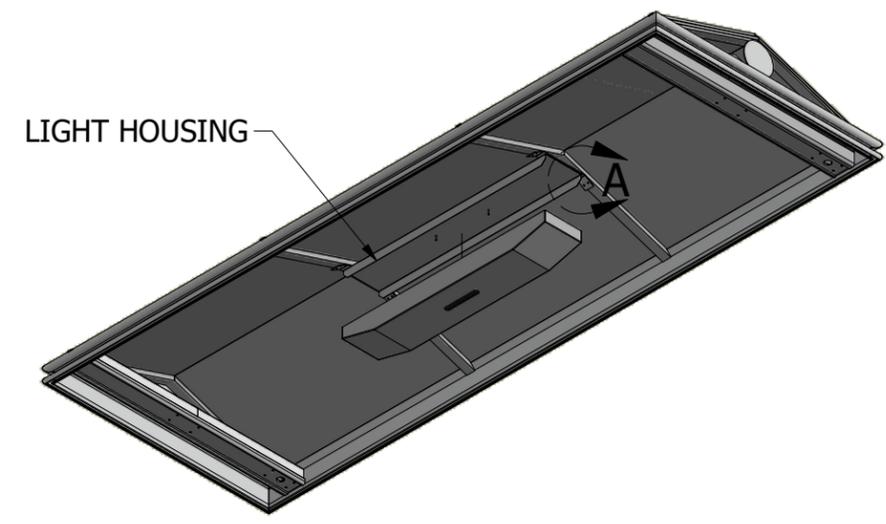
Since it is not practical to assume no shading, a design factor must be established to account for this possibility. Urban Solar typically uses a "shading factor" in the design calculations. The shading factor used depends on the urban environment in which systems are deployed as well as the geographical location and lighting loads. Typically Urban Solar assumes that the system will have a minimum of 65% unobstructed sun exposure – i.e. the solar panels will have full sun exposure for a minimum of 65% of daylight hours at all times throughout the year.

Sites with shading due to tree & building coverage resulting in less than 65% sun exposure may experience intermittent outages that will typically occur in the winter months - but depending on the exposure these systems can recover. However, sites that are receiving very little or no sun exposure are not suitable for solar lighting.

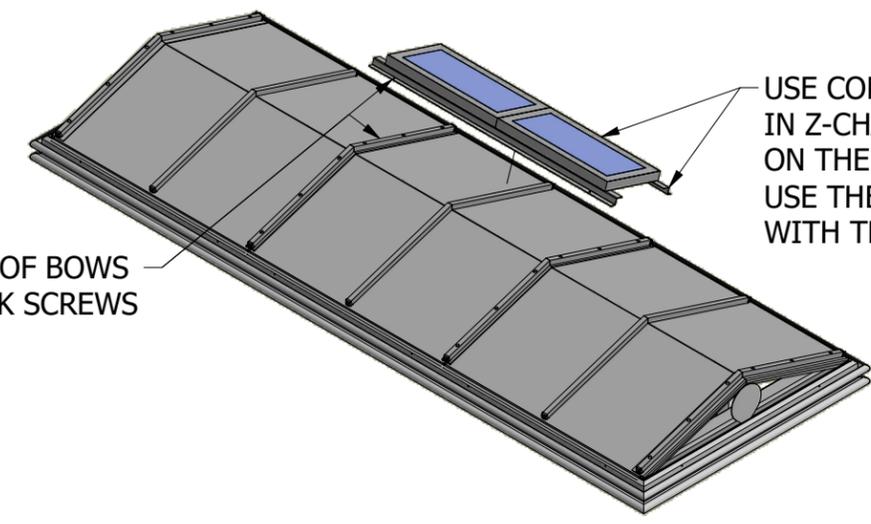
Urban Solar can provide system controllers with “reduced lighting profile programming” for poor solar sites – these sites need to be identified by the agency or contractor so that these reduced profile controllers can be provided. Urban Solar will work with agencies and contractors to identify these sites and recommend a reduced lighting profile.

Note - Any system installed in a site that receives less than the recommended sun exposure will not be covered by Urban Solar's Battery warranty. For further details please contact Urban Solar.

FOR REFERENCE ONLY



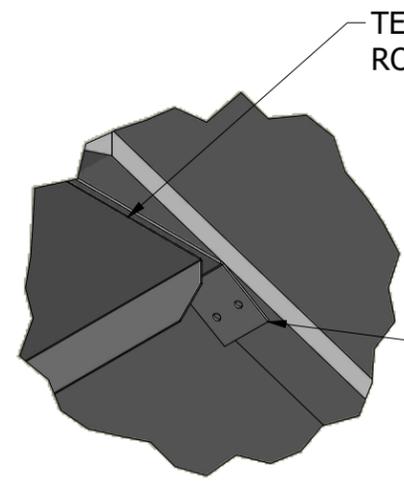
BOTTOM ISOMETRIC VIEW
SCALE 3/8" = 1'-0"



MOUNT Z-CHANNELS TO ROOF BOWS
USING PROVIDED #14 T.P. TEK SCREWS

USE CORRESPONDING SLOTS
IN Z-CHANNEL TO MOUNT TO HOLES
ON THE UNDERSIDE OF EACH PANEL,
USE THE PROVIDED USC HARDWARE INCLUDED
WITH THE SOLAR KIT

TOP ISOMETRIC VIEW
SCALE 3/8" = 1'-0"

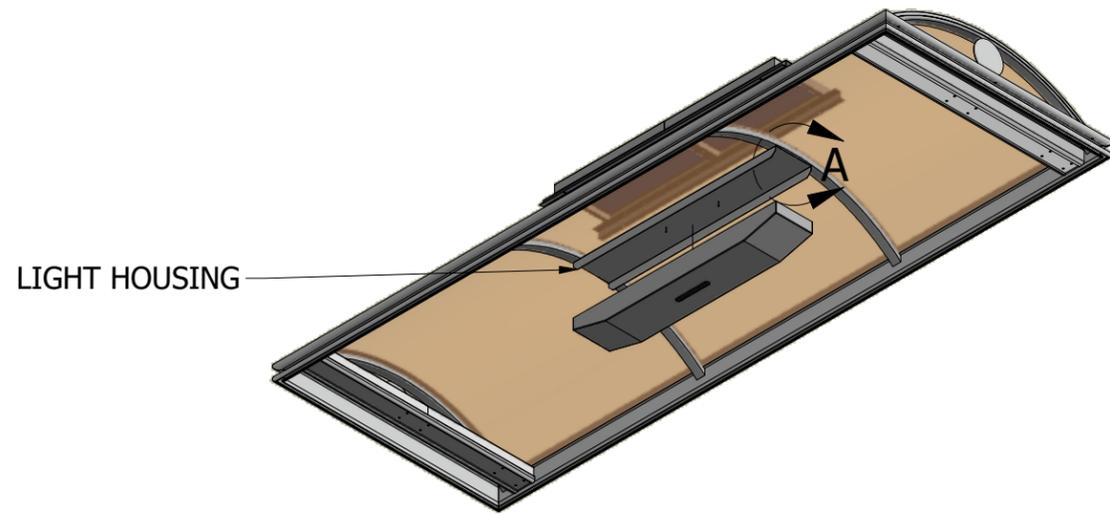


TEK LIGHT HOUSING PAN INTO LOW PEAK ADAPTER BRACKET
ROOF USING PROVIDED SOLAR HARDWARE

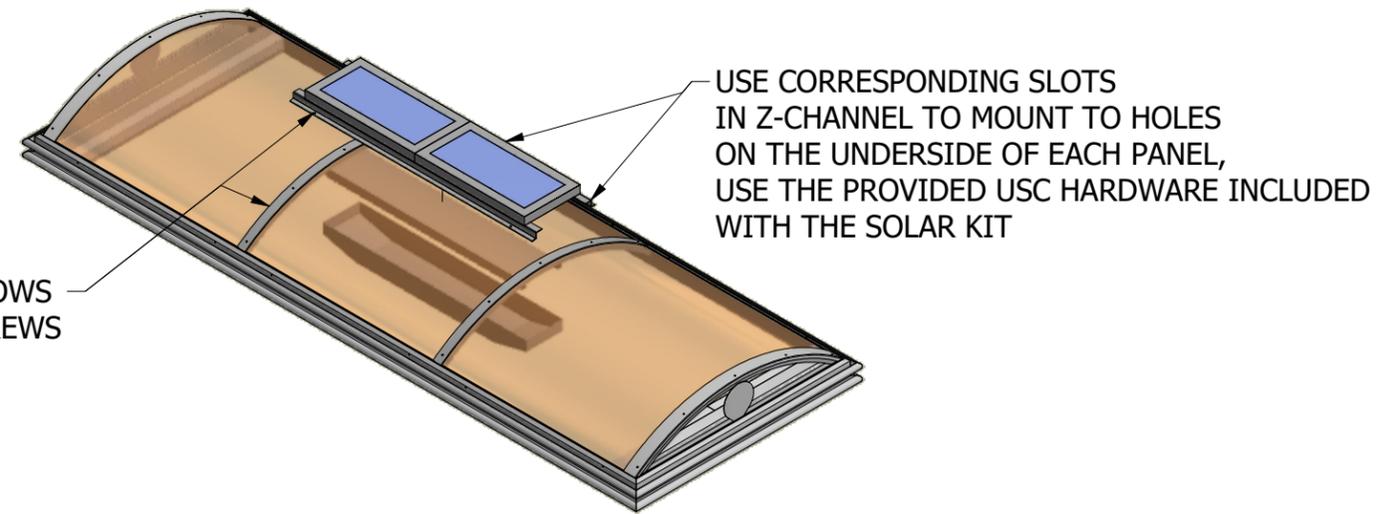
LOW PEAK ADAPTER BRACKET,
TEK INTO ROOF BOWS WITH PROVIDED #14 TP SCREWS

DETAIL A
SCALE 2" = 1'-0"

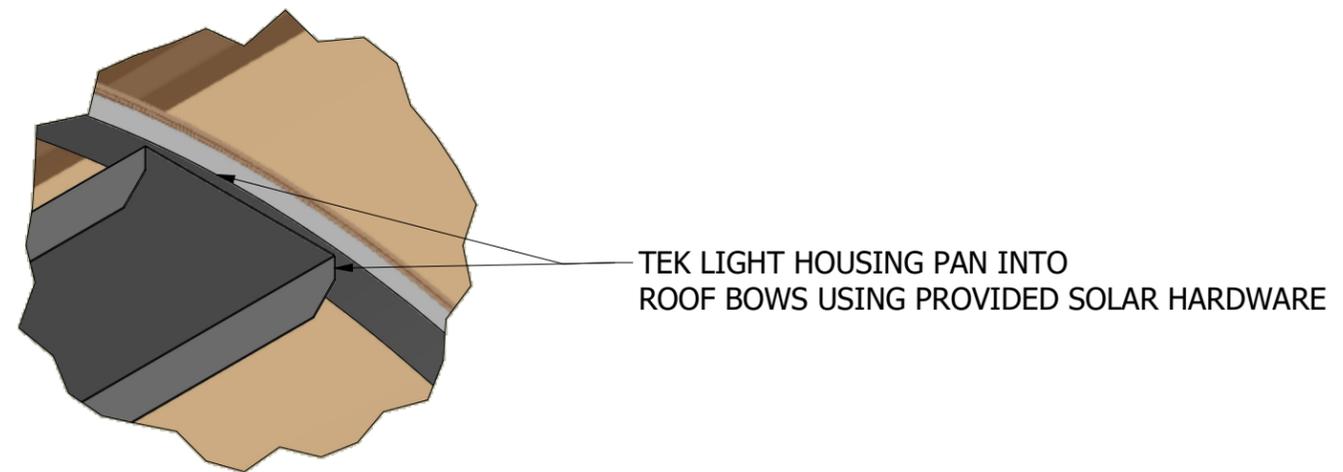
FOR REFERENCE ONLY



BOTTOM ISOMETRIC VIEW
SCALE 3/8"=1'-0"

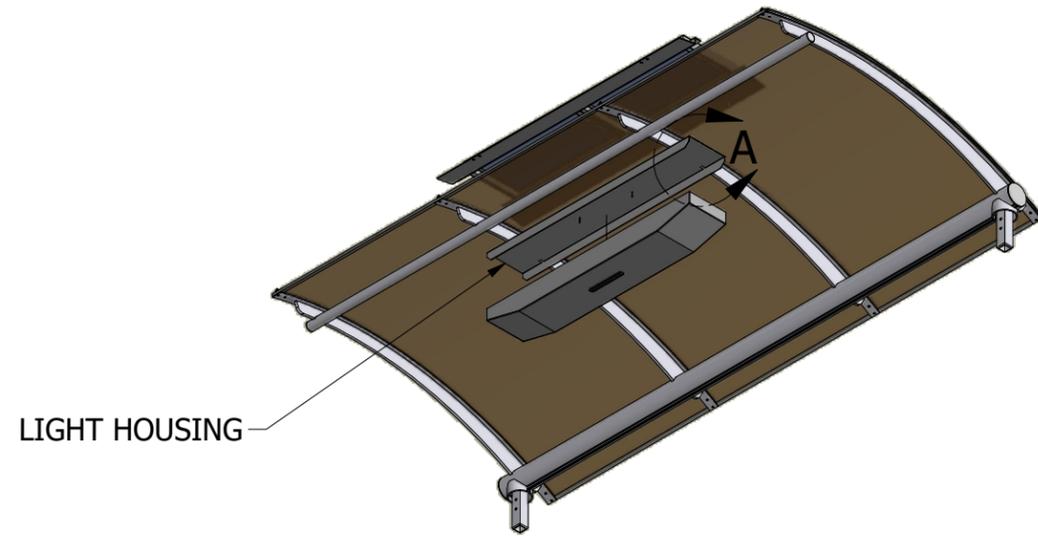


TOP ISOMETRIC VIEW
SCALE 3/8"=1'-0"

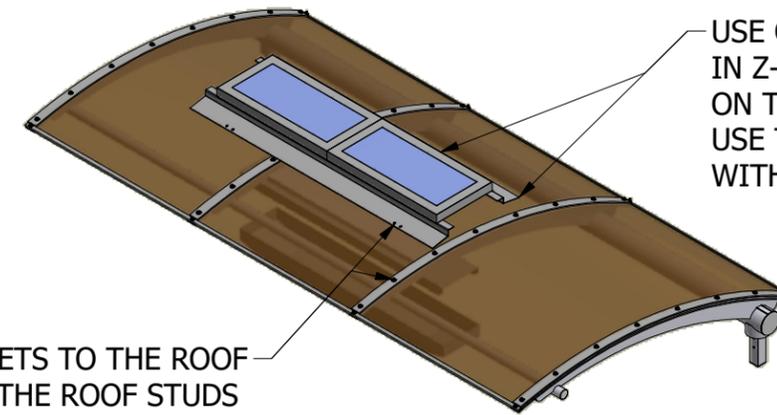


DETAIL A
SCALE 2" = 1'-0"

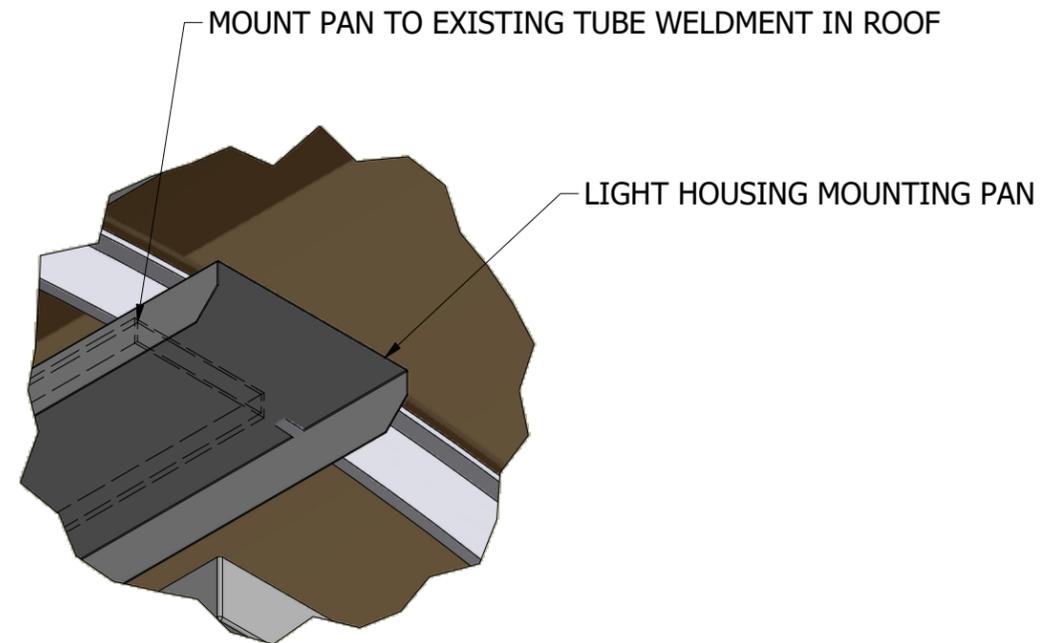
FOR REFERENCE ONLY



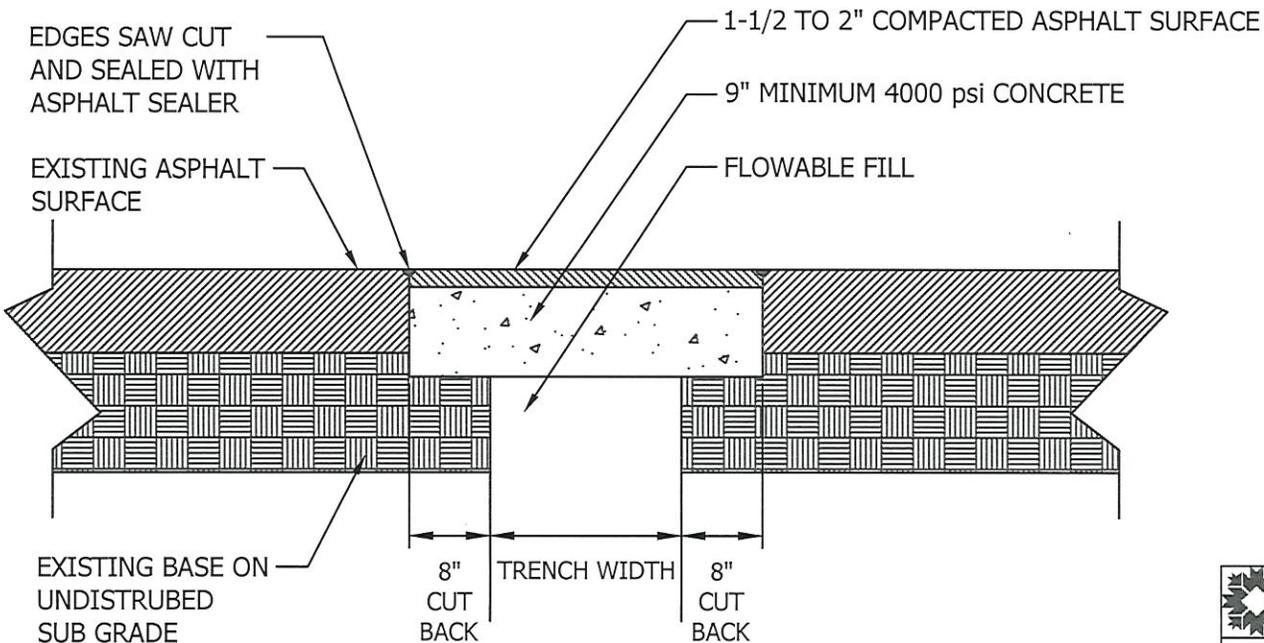
BOTTOM ISOMETRIC VIEW
SCALE 3/8" = 1'-0"



TOP ISOMETRIC VIEW
SCALE 3/8" = 1'-0"



DETAIL A
SCALE 2" = 1'-0"



ASPHALT SURFACE STREET CUT REPAIR

NOTES:

1. A SURFACE PATCH SHALL BE EXTENDED TO ADJACENT SEAM IF ANOTHER SEAM IS WITHIN 2' OF PATCH AREA.
2. CONTACT STREET DEPARTMENT (812-349-3448) IF USING PLATE DURING WINTER.
3. CONTRACTOR SHALL FOLLOW ALL MUTCD GUIDELINES.
4. ALLOW ADEQUATE CURE TIME BEFORE PERMITTING TRAFFIC ON CONCRETE.
5. ALLOW ADEQUATE CURE TIME BEFORE PLACING COMPACTED ASPHALT SURFACE ON CONCRETE.

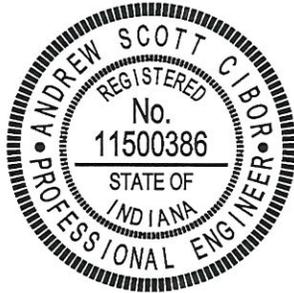
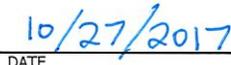
	CITY OF BLOOMINGTON
STANDARD ROADWAY STREET CUT REPAIR DETAILS	
STANDARD DRAWING SC-2	
	 ENGINEER  DATE

EXHIBIT B
E-VERIFY FORM

STATE OF Indiana)
) SS:
)
COUNTY OF Monroe

AFFIDAVIT REGARDING E-VERIFY

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

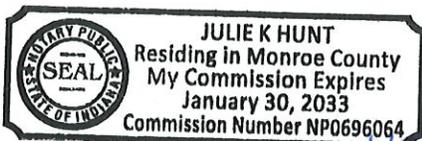
1. The undersigned is the Member of CGR, LLC DBA CGR Services
(Job title) (Company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Signature [Handwritten Signature]

Printed name

STATE OF Indiana COUNTY OF Monroe)
) SS:
)

Before me, a Notary Public in and for said County and State, personally appeared Carven Thomas and acknowledged the execution of the foregoing this 30th day of September, 2025.



Notary Public [Handwritten Signature]
Printed name Julie K Hunt

My Commission Expires: 1/30/33

County of Residence: Monroe

EXHIBIT C

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this 30th day of September, 2025.

CGR, LLC DBA CGR Services
(Name of Organization)

By: [Signature]

(Name and Title of Person Signing)

STATE OF Indiana COUNTY OF Monroe)
) SS:
)

Subscribed and sworn to before me this 30th day of September 2025

My Commission Expires: 1/30/33

Notary Public Signature [Signature]

Resident of Monroe County

Julie K. Hunt
Printed Name

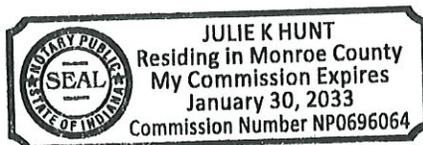


EXHIBIT D

AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE

AFFIDAVIT THE LIVING WAGE ORDINANCE

EXHIBIT D

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

- 1. The undersigned is the Member (title) of CGR, LLC (company).
DBA CGR Services
- 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: 1 Foreman + 4 Laborers

- 5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance:
_____.
- 6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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.

[Handwritten Signature]

Carven Thomas

Signature

Printed name

STATE OF INDIANA)

SS: COUNTY OF

Monroe)

Before me, a Notary Public in and for said County and State personally appeared Carven Thomas
_____ and acknowledged the execution of the foregoing this 30th day of September
_____, 2025

My Commission Expires: 1/30/33
Notary Public

[Handwritten Signature]

County of Residence: Monroe
Name Printed

NP0696064
Commission Number



EXHIBIT E

CONTRACT COMPLIANCE REQUIREMENTS

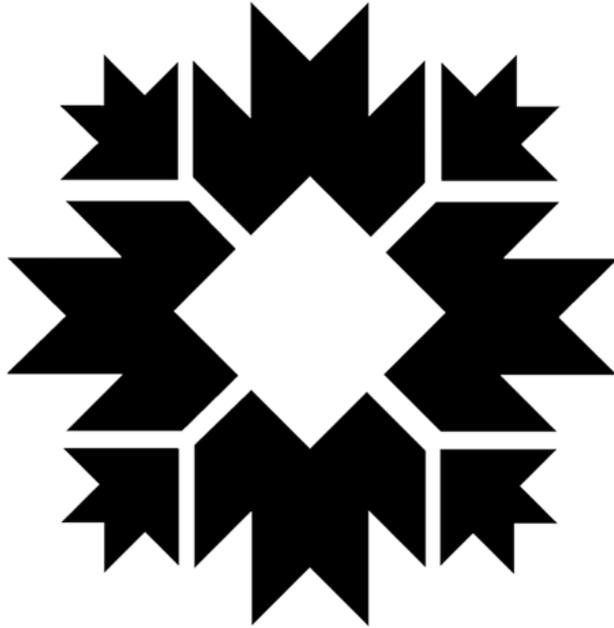
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\$0.00

\$0.00

\$0.00

Bid or Quote will be awarded to : _____



CITY OF BLOOMINGTON
Economic and Sustainable Development Dept.
401 N. Morton St.
Bloomington, IN 47404
www.bloomington.in.gov

REQUEST FOR PROPOSALS

(Reposted)

For

ESD BUS STOP SHELTER INSTALLATIONS

RFP #2025-ESD – Bus stop shelter installations

RELEASE DATE: October 6, 2025

SUBMITTAL DATE: October 20, 2025

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PURPOSE

The City of Bloomington is requesting proposals from qualified Construction Companies to assist the City with the installation of bus stop shelters at designated bus stops located throughout the city.

PART I: GENERAL INFORMATION

1.1 BACKGROUND:

The City of Bloomington's Economic and Sustainable Development (ESD) department is implementing projects to increase resilience to climate change. ESD is installing five (5) bus stop shelters and associated concrete slabs and sidewalks to protect residents from extreme heat and weather events while waiting for the Bloomington Transit buses.

The City of Bloomington invites proposals from companies specializing in construction and concrete slab installation. The Contractor will collaborate with the City of Bloomington to ensure the installations are completed according to the scope of work; engineering drawings, structural calculations, shelter assembly instructions and solar panel and lights assembly instructions from Tolar Manufacturing; and the Americans with Disability Act requirements.

1.2 SCOPE OF WORK:

Through this Request for Proposal (RFP), the City of Bloomington (hereinafter the "City") wishes to establish a bus stop shelter installation service agreement with a qualified service provider for bus stop shelter and concrete slabs and sidewalk installations located throughout Bloomington.

The Contractor will install concrete pads and sidewalks and assemble and install the packaged bus stop shelters according to the manufacturer's engineering drawings, structural calculations, shelter assembly instructions and solar panel and lights assembly instructions and the site plans provided in Attachment A "Scope of Work". Three (3) unique art designs were created by local artists for the bus stop shelters. In order to evenly distribute the art designs across the city, the Contractor will ensure the art designs printed and adhered to the bus stop shelters by the manufacturer will be installed at the correct location as described in the Scope of Work.

1.3 GENERAL SPECIFICATION INFORMATION:

- 1.3.1 The five (5) bus stop shelters, solar panels, and solar lights are stored in a secure outdoor storage area at the Dillman Road Wastewater Treatment Plant located at 100 W Dillman Rd, Bloomington, IN 47403. Each time the contractor needs access to the storage area, the contractor is required to sign in at the Dillman Road Wastewater Treatment Plant main office and staff will direct the Contractor to the storage location.
- 1.3.2 Similar parts of each shelter are shrink wrapped together in multiple large crates. Contractor is required to open the crates and ensure each part of each shelter is present. If any part is missing, the contractor will notify Shawn Miya, Assistant Director of Sustainability, at shawn.miya@bloomington.in.gov as soon as possible.
- 1.3.3 Contractor is responsible for determining the logistics of transporting and assembling each bus stop shelter according to this scope of work; asphalt street cut repair instructions; and attached assembly instructions, solar panel and light instructions, engineering drawings, structural calculations from Tolar Manufacturing.
- 1.3.4 The preferred location for shelters #1, #2, #3, #4, & #5 is in the Right of Way (ROW). The contractor is required to apply for a Right of Way Use permit from the Engineering Department prior to starting any work. The Engineering Department will review the planned road/sidewalk closures (if any) and facilitate any Board of Public Works approvals (if they are needed).
- 1.3.5 All shelter installations must be wheelchair accessible. A minimum (five) 5' foot wide path is required to exit the existing sidewalk, travel around one side of the shelter, and exit the shelter to travel to the curb where the bus will pick up passengers.
- 1.3.6 Concrete slabs and new sidewalks must be level with existing sidewalks, curbs, or streets as indicated in the site plans.

- 1.3.7 Use 4000 PSI concrete mix.
- 1.3.8 Shelters, benches, solar panels, and solar lights must be installed according to manufacturer's specifications and must be level upon completion.
- 1.3.9 The shelters must be placed with a minimum of 6 inches of concrete slab on all sides
- 1.3.10 Contractor is responsible for utility locates prior to excavation. If utility lines prevent an installation of a bus shelter where indicated, contractor must notify Shawn Miya by email at shawn.miya@bloomington.in.gov to request that the proposed installation be adjusted to avoid the utilities or to obtain permission for alternate location.
- 1.3.11 The Contractor shall conduct its operations as to offer the least possible obstruction and inconvenience or disruption to the area within which the services are performed.
- 1.3.12 The responder shall note in their proposal any special site preparation requirements i.e. environmental considerations, and or storage requirements of equipment and supplies. Responder is responsible for removal of all packaging material and debris at the end of each workday as well as at the end of the project. No dumpsters will be provided by the City or property owners.
- 1.3.13 Contractor shall supply all required miscellaneous and incidental equipment, including wire, nuts, bolts, connectors, power transformers (if required).
- 1.3.14 Each shelter has artwork around the interior walls along the top twelve inches (12"). Contractor is responsible to ensure that the correct artwork is placed at each designated shelter site. Refer to the pictures of the artwork under each shelter's scope of work.

1.4 QUALIFICATIONS AND STAFFING:

Contractor shall be responsive, responsible, and have the financial capability, experience, and personnel to render the services requested.

- 1.4.1 Contractor shall mobilize construction forces necessary to perform the identified activities within ninety (90) days after approval of the Work Plan and related submittals.
- 1.4.2 The use of staff who are not adequately trained may be sufficient grounds for termination of the contract.
- 1.4.3 The city reserves the right to suspend work by the Contractor, wholly or in part, for the necessary period due to the failure of Contractor or their staff, to carry out directions, or not consistently meeting the specifications and provisions included in this RFP, and any subsequent contract renewals that may be awarded as a result of this RFP.
- 1.4.4 Contractor employees shall not be allowed to bring family, friends, or pets (except service animals) on city properties covered under this contract. Contractor employees are also prohibited in the use or possession of the following items while on city property: weapons of any type, including but not limited to, guns, knives, batons, or clubs.
- 1.4.5 Contractor employees shall not be under the influence of alcohol or illegal drugs or possess any contraband that is classified as alcohol or illegal drugs. Any violation of this requirement and the Bloomington Police Department will be notified, and the contractor employee will be removed from city property immediately. City property also includes any parking areas and designated break or smoking areas.
- 1.4.6 The city reserves the right to require immediate removal of any employee from city property it deems unfit for service for any reason not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting the contract.
- 1.4.7 Failure of the Contractor or their employees to comply with all applicable laws, regulations and rules and specifications shall permit the city to terminate this contract without liability.

1.5 SELECTION PROCESS:

All proposals deemed responsive to this request will be reviewed. Selection of the successful Contractor will be based on multiple factors including, but not limited to, cost, experience, ability, capability, stability, and references.

- 1.5.1 The city may make an award to the Contractor who submits a proposal judged by the city to be the most advantageous.
- 1.5.2 The Contractor or an authorized agent may withdraw a proposal upon written request prior to the scheduled closing time for accepting proposals. Negligence on the part of the Contractor in preparing their proposal confers no right to withdraw his or her response after the scheduled closing time for filing proposals.
- 1.5.3 All proposals submitted shall remain open and valid until the proposal has been rejected, or accepted, and awarded. Furthermore, the city may reject any and all proposals, waive any irregularities or informalities in a proposal, and issue a new or modified request, or cancel the RFP if it is found to be in the best interest of the city.
- 1.5.4 Discussions and negotiations may take place with the short list of Contractors to ensure clarification and to obtain a best and final offer.

1.6 AWARD:

The city may make an award to the Contractor who submits the proposal judged by the city to be the most advantageous. The city reserves the right to award on an all-or-none basis, or award to multiple Contractors if it is in the best interest of the city.

- 1.6.1 The city reserves the right to rescind any award if it is determined the offer is not in the best interest of the city, or if errors, omissions, inaccuracies, non-compliance or any deficiencies are discovered after the award has been issued.
- 1.6.2 If the city determines that all proposals received should be rejected, Contractors shall be notified by the Assistant Director of Sustainability accordingly. The city may or may not resubmit the proposal request.
- 1.6.3 Results shall not be given over the telephone, or prior to the award of a contract.
- 1.6.4 Proposals may be withdrawn any time *before* the scheduled deadline for receipt of proposals; no proposals may be modified or withdrawn for a period of sixty (60) calendar days thereafter.
- 1.6.5 The city reserves the right to reject the submittal based on its assessment of the Contractor’s prior performance.
- 1.6.6 A City of Bloomington Public Servant is required to notify the Assistant Director of Sustainability prior to submitting a proposal for consideration to determine eligibility. State law IC 35-44.1-1-4 prohibits a Public Servant or their dependents from deriving a profit from a contract or a purchase from the government entity they serve unless certain disclosure requirements are met. A Public Servant who knowingly or intentionally executes a contract or purchase without full disclosure or proper approval from the government entity commits a conflict of interest, which is a Level 6 Felony, which is punishable by six (6) months to two and a half (2 ½) years in jail and/or up to a \$10,000 fine.

1.7 KEY DEADLINE DATES:

Event	Time	Day	Date
RFP Issuance Date		Monday	October 6, 2025
Deadline for Questions/Clarifications	11:00 AM Local Time	Wednesday	October 15, 2025
Last Day for Addenda from the City		Friday	October 17, 2025
RFP Submittal Deadline	11:00 AM Local Time	Monday	October 20, 2025
Proposal Opening	4:00 PM Local Time	Monday	October 20, 2025

The city reserves the right, at its sole discretion, to adjust the RFP key deadline dates as it deems necessary. Any adjustment of the deadline dates shall constitute an RFP addendum. Any addenda shall be posted through the city's OpenGov e-Procurement Portal and it is the responsibility of each Proposer to register on this site to receive any addenda or additional information posted regarding this proposal.

1.8 E-PROCUREMENT PORTAL:

The City of Bloomington has collaborated with OpenGov and is excited to announce we are transitioning from our current paper-based solicitation process to a fully automated web-based electronic solicitation platform. This will allow us to issue bids, proposals and quote solicitations and accept vendor submissions electronically. This Proposal is accessible on this portal and proposal submissions will be accepted through the e- Procurement Portal or in person at City of Bloomington, City Hall, 401 N. Morton St., Bloomington, IN 47404.

If you would like to be notified via email of *future* opportunities with City of Bloomington, click on or copy the link below into your web browser, and go to the city's e-Procurement Portal hosted by OpenGov, click on the green "Subscribe" button under the city logo. There is never a cost for Vendors, Suppliers, or Contractors to register in OpenGov's e-Procurement Portal. You will register twice, once for OpenGov then for the City of Bloomington Procurement Portal. **You must follow the project to get notifications regarding the Project.**

The new e-Procurement Portal is accessible by clicking the following link:
<https://procurement.opengov.com/portal/bloomingtonin>

PART II: GENERAL CONDITIONS

2.1 SUBMISSION REQUIREMENTS:

Sealed proposals shall be submitted/uploaded to the City of Bloomington e-Procurement Portal to the project profile assigned to the RFP or in person at City of Bloomington, City Hall, 401 N. Morton St., Bloomington, IN 47404. **Submittals will be due on or before 11:00 a.m. local time, October 20, 2025.** No emailed or facsimile offers will be accepted. Sealed proposals will be opened through the portal, and each Proposer's name will be read aloud by the Assistant Director of Sustainability at the City of Bloomington Kelly Conference Room located at City Hall on October 20, 2025 at 4:00 p.m. local time. Proposals received after the deadline will not be considered.

Proposals shall include all of the information and completed forms shown below:

1. Company and Proposal Information
2. Proposal Cost Form and Reference Request Form - **Exhibit A**
3. E-Verify Employment Affidavit – **Exhibit B**
4. Non-Collusion Affidavit – **Exhibit C**
5. Living Wage Affidavit - **Exhibit D**
6. Contract Compliance Certification Form – **Exhibit E**
7. Sample Contract Agreement – **Exhibit F**
8. Yellow Cardinal Retainage Forms (if applicable) - **Exhibit G**
9. Financial Information (If applicable)

Any deviation from these requirements may result in your proposal being considered non-responsive, thus eliminating your company from further consideration.

2.1 PROPOSAL COSTS:

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the city to reimburse any individual or company for any costs incurred in preparing or submitting proposals, or providing additional information when requested by the city, this includes, but is not limited to, costs for travel and per diem, attending interviews, providing presentations or demonstrations, and participating in contract negotiation sessions.

2.2 ACCEPTANCE OR REJECTION:

Submission of any proposal indicates acceptance of the conditions and requirements contained in the Request for Proposal unless clearly and specifically noted otherwise in the submittal documents. The City of Bloomington also reserves the right to reject any and all proposals, in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional proposals.

2.3 COMPLIANCE:

The Contractor warrants and agrees that its performance under this contract will at all times comply with all local, state and federal laws, codes, rules, ordinances, and regulations.

2.4 INQUIRIES:

It is the responsibility of each Contractor to examine the RFP and to seek clarification if the Contractor does not understand any information or instructions.

Questions regarding the RFP must be submitted via the project link on the city's e-Procurement Portal. The city assumes no liability for assuring accurate, complete, and on-time transmission and receipt. Inquiries must be submitted **no later than 11:00 a.m. local time on October 15, 2025.**

1. The city will respond to all inquiries within two (2) business days of submittal.
2. Submit inquiries to: The Project link on the e-Procurement Portal

2.5 ADDENDA:

If revisions become necessary, the city will provide written addenda. Any addenda issued by the city must be signed and submitted with the proposal documents submitted to the city. Contractors/Vendors registered with the OpenGov e-Procurement Portal will receive a notification via email to the email address used during registration of any addenda that is issued for this project.

2.6 PROPOSAL FORMAT:

In order to facilitate the evaluation of responses to this RFP, Contractors are required to prepare their proposals in accordance with the instructions outlined in this section. Each Contractor is required to submit the proposal in **PDF format** through the e-Procurement Portal. Companies whose proposal deviates from these instructions may be considered non-responsive and may be disqualified at the city's discretion.

Qualified Contractors interested in performing the work described in this Request for Proposal shall provide the following information presented in a clear, comprehensive, and concise manner illustrating the company's capabilities and expertise:

- 2.6.1 Company Introductory Letter - Letter must state the name and title of the person(s) authorized to represent the company in any negotiations, the name(s) and titles(s) of persons authorized to sign any contract that may result from this RFP, the contact person's name, mailing address, phone and fax numbers, and email address. A legal representative of the company authorized to bind the company in contractual matters must sign the Cover Letter and the Proposal.
- 2.6.2 Contractor Qualifications and Information– Provide a statement that documents the Contractor's qualifications as it relates to the experience described in the Scope of Work. The response should also include the following:
 - a) Summary of the Contractor's general qualifications, specific disciplines that are applicable to the proposed work, background, number of employees working full-time and part-time, and their qualifications, and a listing of office locations.
 - b) Outline the company's capacity to carry out the scope of work requested. This shall include the number of work hours and staff dedicated to each facility.
 - c) Include a detailed listing of projects comparable in size to the City of Bloomington where the Contractor has provided full lighting replacement as requested in this RFP.
 - d) Contractors shall include how long they have been in business providing services to similar to locations comparable in scope and size.
 - e) Provide references from three (3) most recent projects, including detailed contact information for whom **comparable** services have been provided. List this information on the References Request Form (**Page 2 of Exhibit A**) provided in this information packet.

- f) Contractor shall also provide information on all past contracts which were terminated for default in the last five (5) years through-out the United States. The Contractor shall include the reason for termination, the deficiencies as described and how they were remedied. The Contractor should also include any information pertinent to its position in regards to the terminations or defaults.
- g) If the Contractor has experienced no terminations or defaults in the last five (5) years this should also be noted.
- h) There is no guarantee, expressed or implied, that the optional proposals will be included in the final contract.

PART III: EVALUATION OF PROPOSALS

3.1 EVALUATION METHOD:

All proposals deemed responsive to this request will be evaluated. Representatives from the Department of Economic and Sustainable Development (ESD) will review each proposal and consider the qualifications and demonstrated experience of each respondent and the additional criteria listed in Evaluation Criteria Section 3.2. The award, if any, will be based upon the proposal that is determined to be the most advantageous to the city.

3.2 EVALUATION CRITERIA:

While cost is important, other factors are also significant. Consequently, the city may select a proposal other than the lowest cost proposal. The city's goal is to choose the Contractor capable of providing quality service and experience that will help the city achieve the goals within a reasonable budget. The evaluation of proposals will be based on the experience of each company (past and present), references, and understanding of proposal scope of work, proposal completion, and cost.

Discussions and negotiations may occur with the qualifying shortlist of Firms to ensure clarification, request additional information, and obtain the best and final offer (BAFO).

POINTS GRID	Possible Points
Responsiveness/Completion of Proposal Were all the requested documents and information requested included with the proposal?	15
Experience/Qualifications Firm's experience working within the requested Service arena; firm's experience working with Municipalities and their ability to complete the Scope of Work on time, and on budget.	25
Proposed Solution and Scope of Services Does the Firm understand what it will take to successfully achieve the goals and objectives of the requested services? How well does the Firm meet the technical and functional requirements as described in the Scope of Work?	25
Budget Does the budget seem reasonable for the Scope of Work proposed; does the budget provide the city good value?	35
Total Points Possible	100

PART IV: GENERAL REQUIREMENTS

4.1 VENDOR/CONTRACTOR/SERVICE PROVIDER REGISTRATION:

Upon notification of an award of a contract, a company must meet the vendor approval requirements of the city. Therefore the

company shall received directly from the department buyer city Vendor Documents, which include a Substitute W-9 Form and Electronic Funds Transfer Form. **Both** forms must be completed and returned to the city staff member who provided the Vendor Documents. You may also include your company’s standard W-9 form in additional to the city’s substitute W-9 Form supplied in the Vendor Documents. Please contact the Controller’s office at 812.349.3474 if you have any questions.

4.2 PAYMENT PREFERENCE:

The City of Bloomington’s preferred method of payment is Electronic Funds Transfer (EFT). Payments processed through an EFT saves dollars by increasing efficiency and streamlining the payment process. This eliminates the cost of paper, printing, postage, paperwork, and time.

If awarded a contract, the company selected shall submit a completed EFT form with the substitute W-9 Form to the staff member who makes this request as soon as they have been notified of an award of a contract or order. Please contact the Controller’s office at 812.349.3474 if you have any questions.

4.3 TAX EXEMPTION:

The City of Bloomington is exempt from payment of all state and federal sales taxes. Tax documents are available upon request.

4.4 RETAINAGE AND ESCROW PAYMENTS (Exhibit G):

If applicable. For contracts in excess of \$200,000 and for which Contractor requesting progressive payments, the retainage amount withheld shall be held by the Economic and Sustainable Development Department 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 three percent (3%) of the dollar value of all work satisfactorily completed until the Contract work is complete. If an escrow agent is used, Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent’s services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent’s fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent’s fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

The escrow agent 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 Economic and Sustainable Development Department 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 Economic and Sustainable Development Department 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 Economic and Sustainable Development Department 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 Economic and Sustainable Development Department to withhold amounts necessary to complete minor items of the Contract following substantial completion of the Contract.

4.5 INSURANCE:

If awarded a contract the Contractor shall maintain the minimum amount of insurance coverage shown below during the performance period of the service contract including any contract renewal periods. Certificates of Insurance listing City of Bloomington as the insured must be on file prior to commencement of work.

- 4.5.1 All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana.
- 4.5.2 Commercial General Liability (Occurrence Basis) bodily injury, personal injury, property damage, contractual liability, products-completed operations, Insurance coverage, with a minimum combined single limit coverage amount of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- 4.5.3 Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of

\$1,000,000 for each person, and \$1,000,000 for each accident.

4.5.4 Worker’s Compensation Insurance coverage in accordance with the statutory requirements. Umbrella Excess Liability insurance coverage with a minimum of \$5,000,000 for each occurrence and \$5,000,000 in the aggregate. The deductible on the Umbrella Liability shall not exceed \$10,000.

4.5.5 The City of Bloomington, the Department, the officers, employees, and agents of each shall be named as additional insured under the General Liability Insurance and Automobile Liability Insurance policies. The policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the city will be called upon to contribute to a loss.

4.5.6 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	

4.5.7 Network Security Liability

Network Security Liability Limit – Annual Aggregate	\$1,000,000
Network Security Liability Deductible – Per Occurrence	\$10,000

4.5.8 Electronic Media Liability

Electronic Media Liability – Annual Aggregate	\$1,000,000
Electronic Media Liability – Per Occurrence	\$10,000

4.6 WARRANTIES:

The Contractor warrants that all articles, equipment, materials, services or goods furnished or used in the performance of this contract shall be consistent with manufacturer’s specifications and shall be free from defects. Also, the Contractor shall warrant their work for the duration of the contract period, including any contract renewal options which are exercised.

The Contractor shall also warrant that all Services and Workmanship furnished under this contract shall conform to the methods, standards and best practices of the trade or industry they serve, and all work shall be performed by skilled and experienced staff or workers trained in the specific services covered by this contract.

4.7 AFFIDAVITS:

The selected Contractor shall also be required to execute E-Verify and Non-Collusion affidavits as required by Indiana State statues.

- **E-VERIFY AFFIDAVIT (Exhibit B):** Pursuant to Indiana Code 22-5-1.7-11, each Company is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. An affidavit shall be signed and notarized which affirms that the Contractor does not knowingly employ an unauthorized alien. This affidavit is provided and should be submitted with your proposal.
- **NON-COLLUSION AFFIDAVIT (Exhibit C):** Pursuant to Indiana Code 5-22-16-6, each Company is required to affirm it has not, nor has any other member, representative, or agent of the Contractor, company, corporation or partnership represented by Company, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer. This affidavit is provided and should be signed, notarized, and submitted with your proposal.
- **LIVING WAGE AFFIDAVIT (Exhibit D):** Under Bloomington Municipal Code Chapter 2.28, the purpose of the Bloomington Living Wage Ordinance is to ensure that the city, city service Contractors and subcontractors, and beneficiaries of a city grant, tax abatement or other forms of subsidy or assistance pay a wage sufficient for a working family to meet basic needs in housing, child care, food, clothing, household items, transportation, health care, and taxes. This affidavit is provided and should be signed, notarized and submitted with your proposal.

4.8 LIVING WAGE ORDINANCE (Exhibit D):

City of Bloomington has a Living Wage Ordinance (2.23) applicable to contracts \$10,000 or greater. The purpose of the Living Wage Ordinance is to ensure that the city, city service Contractors and subcontractors, and beneficiaries of a city grant, tax abatement or other forms of subsidy or assistance pay a wage sufficient for a working family to meet basic needs in housing, childcare, food, clothing, household items, transportation, health care, and taxes. For 2025, the Living Wage for covered employees is \$16.22 per hour, or \$2.43, may be in the form of the covered employer's contribution to health insurance available to the covered employee. For 2026, the living wage will be \$16.66 per hour, or \$2.50, may be in the form of the covered employer's contribution to health insurance available to the covered employee. It is the Contractor's responsibility to ensure their staff is compensated accordingly. Please use the Living Wage Chart provided in this packet to determine if the contract is applicable to the Living Wage Ordinance. If you still have questions, contact the City Legal Department at (812) 349-3426 or legal@bloomington.in.gov. You will also need to contact the legal department to obtain the updated living wage compensation prior to the beginning of each year the contract is in effect. Contractors must complete and submit the Living Wage Affidavit (**Exhibit D**) provided in this packet with their proposal.

4.9 CONTRACT COMPLIANCE CERTIFICATION (Exhibit E):

The city is implementing a temporary contract compliance policy that specifically covers 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 policy 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 exceeding \$10,000.00 must submit the attached Contract Compliance Certification form prior to entering into a contract with the city. The legal department will provide a letter acknowledging receipt of the certification form and providing a date for an annual review of the certification.

Anna Holmes, Contract Compliance Officer, may be contacted at (812) 349-3557, 8:00 a.m. to 5:00 p.m. Monday through Friday. The Contract Compliance Certification Form is included in this RFP. It is strongly advised you also email a copy of the form to the Compliance Officer at anna.holmes@bloomington.in.gov at least 24 hours before proposals are due to ensure your form is approved prior to the award of a contract. Also include a completed form with your proposal.

4.10 BOND REQUIREMENTS:

The successful Contractor shall furnish a Performance Bond in the amount of one hundred percent (100%) of the contract amount at no cost to the city. The proposal shall list the Contractor's ability to obtain a Performance Bond. The Performance Bond will be due within ten (10) days from the execution date of the contract. The Performance Bond shall remain in effect for the duration of the contract.

Performance Bond and Payment Bond

1. For contracts in excess of \$200,000, CONTRACTOR shall provide CITY with both a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.
2. Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.
3. Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR's Payment Bond.
4. 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. **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.
6. The surety of the Payment Bond may not be released until one (1) year after the Economic and Sustainable Development Department's final settlement with the CONTRACTOR.

4.11 CONTRACT AGREEMENT (Exhibit E):

Contracts shall be reviewed and approved by the city Legal Department prior to being signed and awarded by the Economic and Sustainable Development Department. Any award will require a properly executed Agreement, which is included in this packet. The contract includes the term of the contract, insurance requirements, and general terms and conditions. Submission of a proposal indicates acceptance of the terms and conditions contained within this agreement unless clearly noted in the submittal documents.

4.12 CONTRACTORS FINANCIAL INFORMATION

For Contracts \$200,000 or higher, the Contractor must include income statements and balance sheet information for the two most recently completed years. The financial information requested must establish a company's solvency. If the financial information provided by the Respondent are those of a parent or holding company, additional financial information should be provided for the entity/organization directly responding to this RFP.

PART V: ADDITIONAL REQUIREMENTS

5.1 SMOKING

Smoking is prohibited in or near city buildings. There are designated areas for smoking at each facility location. It is the responsibility of the Contractor to inform their employees of the designated areas. If there is not a designated area, then the employee may smoke in their personal vehicle. No smoking debris shall be discarded on or in city property, including planters, grassy areas, trash receptacles, or mulched areas. If there is not a smoking receptacle available at a location then the Contractor shall ensure the removal of the smoking debris from city property and discard accordingly.

5.2 DAMAGES

The Contractor shall be responsible for ensuring that all reasonable precautions are taken to protect city infrastructure, shelters, solar panels, solar lights, and artwork. Upon investigation of the cause and cost of damages, the Assistant Director of Sustainability shall contact the Contractor who shall be required to reimburse or replace damaged items.



CITY OF BLOOMINGTON PROPOSAL COST FORM
RFP #2025 – ESD BUS STOP SHELTER INSTALLATIONS

EXHIBIT A

Form should be uploaded to the city's e-Procurement Portal maintained by OpenGov along with the other required documents for this project.

<https://procurement.opengov.com/portal/bloomingtonin>
or

Sealed submission in person at City of Bloomington, City Hall, 401 N. Morton St., Bloomington, IN 47404

Pricing shall include all costs, including labor and material and a breakdown of the cost of work by level. Information detailing the cost per level can be included on an additional page, if necessary.

Item No.	Description	Cost
1.	Shelter #1: Intersection of 15th Street and Lindbergh Dr.	\$
2.	Shelter #2: 122 E. Miller Drive	\$
3.	Shelter #3: 2801 E. Buick Cadillac Blvd.	\$
4.	Shelter #4: 1200 S. Rogers St.	\$
5.	Shelter #5: Intersection of E. Rogers Rd. and Winding Brook	\$

Project Total: \$ _____

FIRM/CONTRACTOR INFORMATION

(Please print legibly)

Company: _____

Name and Title: _____

Address: _____

Telephone: _____

Fax: _____

E-Mail: _____

Signature: _____

(Must be signed by an authorized company representative.)

BUSINESS REFERENCES

Submit reference information for similar and comparable contracts relevant to the Scope of Work being requested. This list shall include customer contact information and the duration of contract for each reference supplied.

REFERENCES

Please provide three (3) customer references for

1. Contact Name: _____

Company Name: _____

Address: _____

Phone: _____ Email Address: _____

Contract Term: Beginning Date: _____ End Date: _____

2. Contact Name: _____

Company Name: _____

Address: _____

Phone: _____ Email Address: _____

Contract Term: Beginning Date: _____ End Date: _____

3. Contact Name: _____

Company Name: _____

Address: _____

Phone: _____ Email Address: _____

Contract Term: Beginning Date: _____ End Date: _____

STATE OF _____)
) SS:
)
COUNTY OF _____)

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the _____ of _____.
(Job title) (Company name)

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).

4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed name

STATE OF _____ COUNTY OF _____)
) SS:
)

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

Notary Public

Printed name

My Commission Expires: _____

County of Residence: _____

Updated August 20, 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. As of June 30, 2025, the Consumer Price Index increased 2.7%. Therefore, as of January 1, 2026, the City of Bloomington Living Wage shall be \$16.66 per hour. Up to \$2.50 of that hourly rate may be provided in the form of the employer's contribution to health insurance.

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.

AFFIDAVIT THE LIVING WAGE ORDINANCE

EXHIBIT D

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

1. The undersigned is the _____(title) of _____(company).
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the "Living Wage Ordinance."
4. The projected employment needs under the award include the following: _____
_____.
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance:
_____.
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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

Signature

Printed name

STATE OF INDIANA)

SS: COUNTY OF

_____))

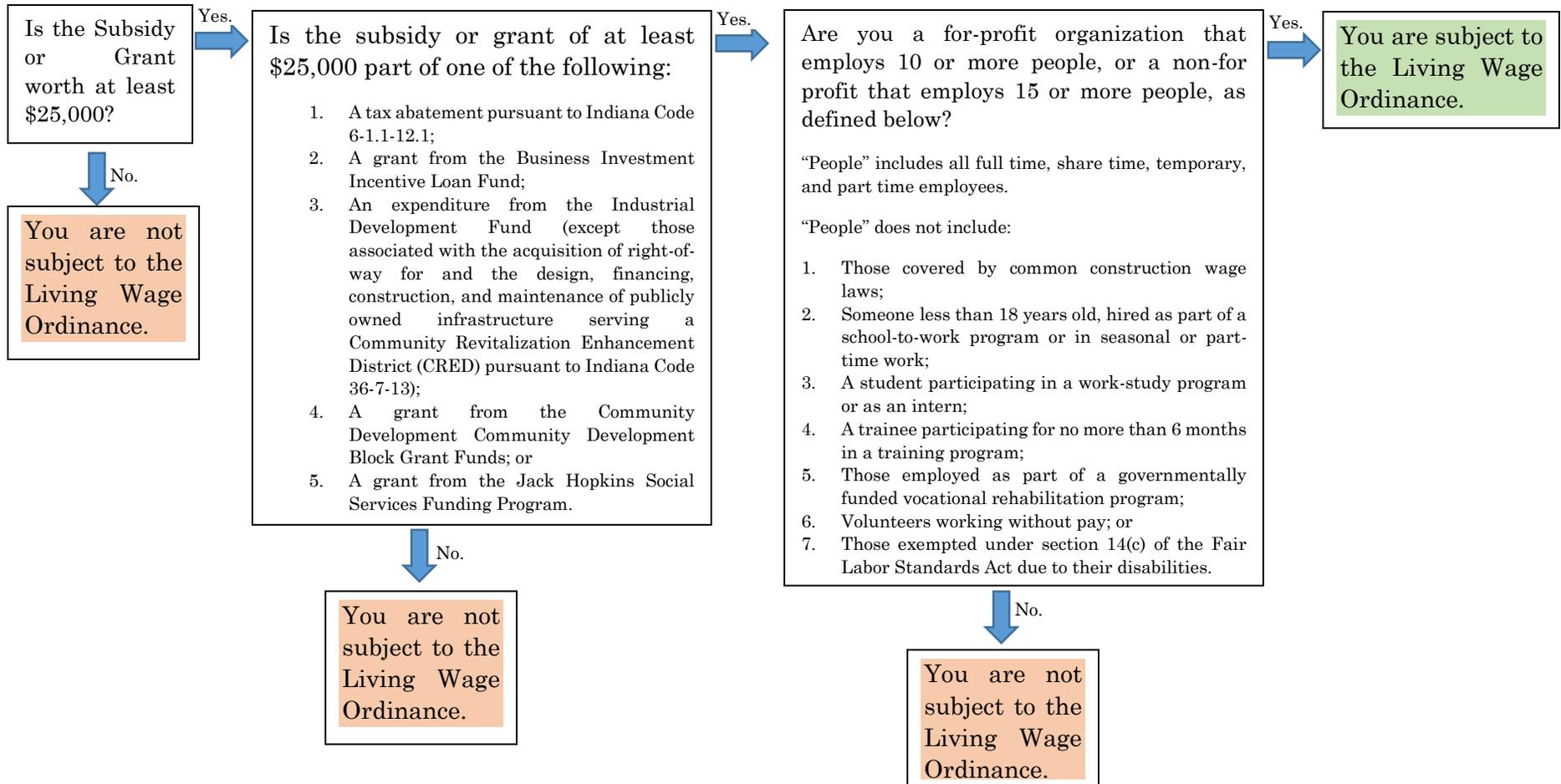
Before me, a Notary Public in and for said County and State personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of _____
_____, 20__.

My Commission Expires: _____
Notary Public

County of Residence: _____
Name Printed

Commission Number

Companies or Organizations that Receive CoB Subsidies or Grants

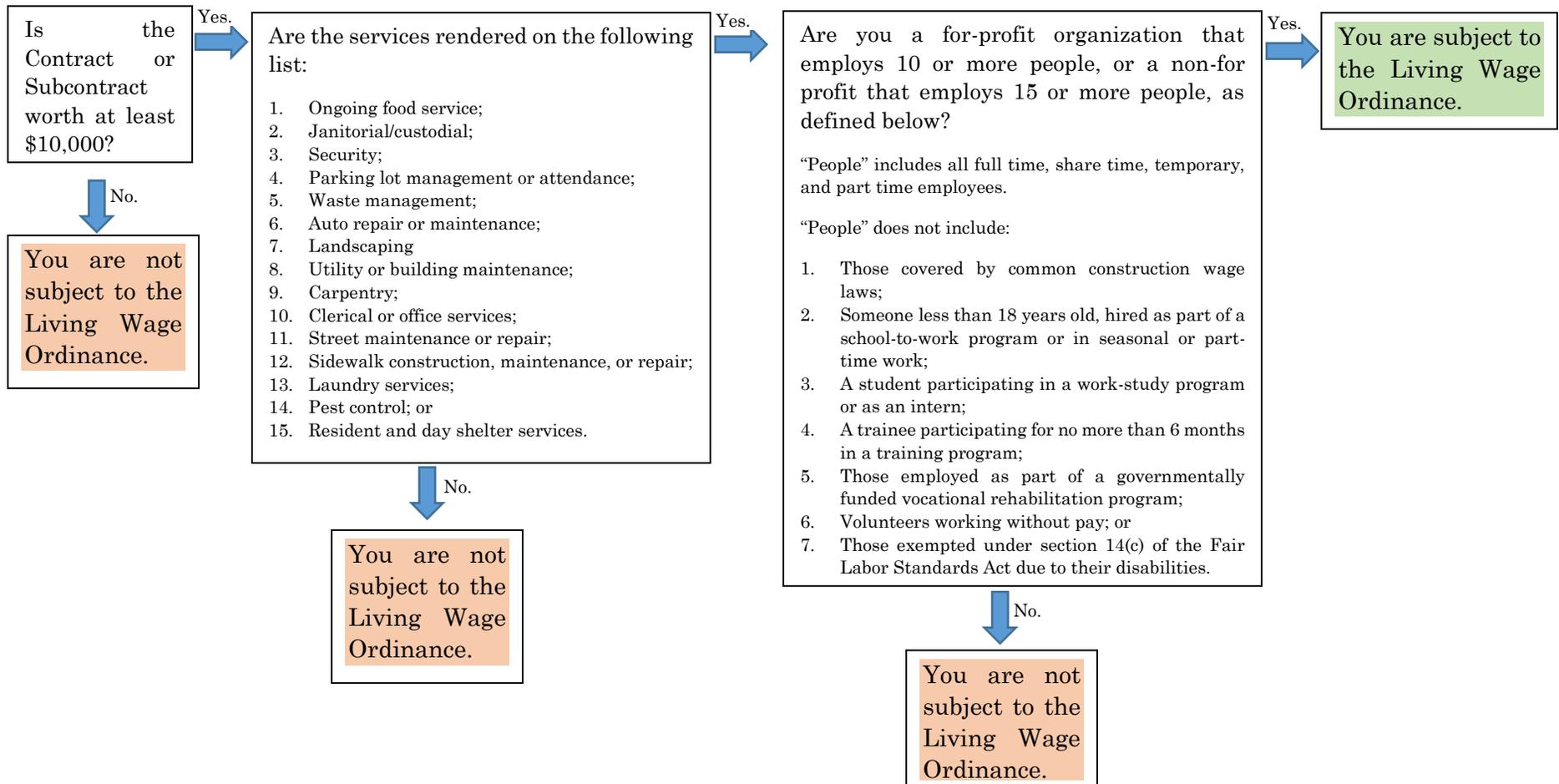


The City of Bloomington (CoB) Living Wage Ordinance (LWO) applies to three groups of employers:

- 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”)



CONTRACT COMPLIANCE REQUIREMENTS

The following contract compliance requirements 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 the contractual process.

I, _____ [Contractor], certify that _____ [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/Title

Date

(SAMPLE AGREEMENT)
AGREEMENT BETWEEN THE CITY OF
BLOOMINGTON PUBLIC WORKS DEPARTMENT
AND

This Agreement, entered into on this ____ day of _____, 2025, by and between the City of Bloomington Economic and Sustainable Development Department (hereinafter referred to as "Department"), and _____ (hereinafter referred to as "Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to retain Contractor's services for _____;

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

WHEREAS, Contractor is willing and able to provide such Services to the Department;

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

Article 1. Scope of Services: Contractor shall provide required Services for the Department as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

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

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with the Assistant Director of Sustainability.

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

Article 2. Standard of Care: Contractor shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the contractor's profession in the location and at the time of the rendering of the services. Contractor shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards that a contractor would exercise under the same or similar circumstance.

Article 3. Responsibilities of the Department: The Department shall provide all necessary information regarding the requirements for the Services. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation Upon submittal of approved claims, the Department shall compensate Contractor as set forth in Exhibit B- Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid under this Agreement, including fees and expenses, shall not exceed the amount of _____.

Invoices shall be sent via email to shawn.miya@bloomington.in.gov or via first class mail postage prepaid to Economic and Sustainable Development Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty as set forth in Article 8 herein.

Article 6. Schedule: Contractor shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to the Contractor. The Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department, and the Department shall pay the Contractor for all the Services performed and materials or supplies purchased and/or stocked up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all materials or supplies purchased and/or stocked by Contractor in connection with this Agreement shall become the property of the Department.

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

the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Independent Contractor Status: During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department.

Article 10. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Contractor or Contractor's officers, directors, partners, employees, or subcontractors in the performance of services under this Agreement.

Article 11. Insurance: During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) Comprehensive General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Umbrella/Excess Liability with a required limit of \$1,000,000. In addition, if the Contractor receives payment from the City of Bloomington and/or has access to critical City data, Contractor shall also have the following: a) Cyber Attack and Cyber Extortion: computer attack limit (annual aggregate) of \$1,000,000; sublimit (per occurrence) for cyber extortion of \$100,000; and computer attack and cyber extortion deductible (per occurrence) of \$10,000; b) Network Security Liability: limit (annual aggregate) of \$1,000,000; and deductible (per occurrence) of \$10,000; c) Electronic Media Liability: limit (annual aggregate) of 1,000,000; and deductible (per occurrence) of \$10,000; and d) Fraudulent Impersonator Coverage: limit (annual aggregate) of \$250,000; and deductible (per occurrence) of \$5,000. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of

Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department required proof that the insurance has been procured and is in force and paid for, Department shall have the right at Department's election to forthwith terminate the Agreement.

Article 12. Conflict of Interest: Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 13. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 14. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 15. Assignment: Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Contractor may assign its rights to payment without the Department's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 16. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and the Contractor.

Article 17. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 18. Non-Discrimination: Contractor shall comply with City of Bloomington Ordinance 2.23 and all other federal, state and local laws and regulations governing non-discrimination in employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 19. Compliance with Laws: In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Contractor shall advise Department of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such

governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action. Contractor shall comply with the City's Living Wage Ordinance throughout the term of this Agreement.

Article 20. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Department:

Contractor:

City of Bloomington Economic and
Sustainable Development
Attn: Shawn Miya, Assistant Director of
Sustainability
401 N. Morton Street, Suite 120
Bloomington, Indiana 47404

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

Article 21. Intent to be Bound: The Department and the Contractor each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 22. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 23. Verification of New Employee's Employment Status: Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Contractor shall sign an affidavit, attached as Exhibit B, affirming that Contractor does not knowingly employ an unauthorized alien.

"Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the Department obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Department shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty {30} day period, the Department shall terminate the Agreement. If the Department terminates the Agreement, the Contractor or its subcontractor is liable to the Department for actual damages.

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

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

Article 24. Non Collusion: Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.

Article 25. Living Wage Ordinance: Contractor is considered a "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and is required to pay their covered employees at least a living wage. Currently, the living wage is \$16.22 per hour for

covered employees. 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. As of January 1, 2026, the Living Wage shall be \$16.66 per hour, up to \$2.50 of which may be provided in the form of the covered employer's contribution to health insurance.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit D; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

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

Owner
City of Bloomington
Department of Economic
and Sustainable
Development

Contractor

Contractor Name, Title

Jane Kupersmith, Director

Margie Rice, Corporate Council

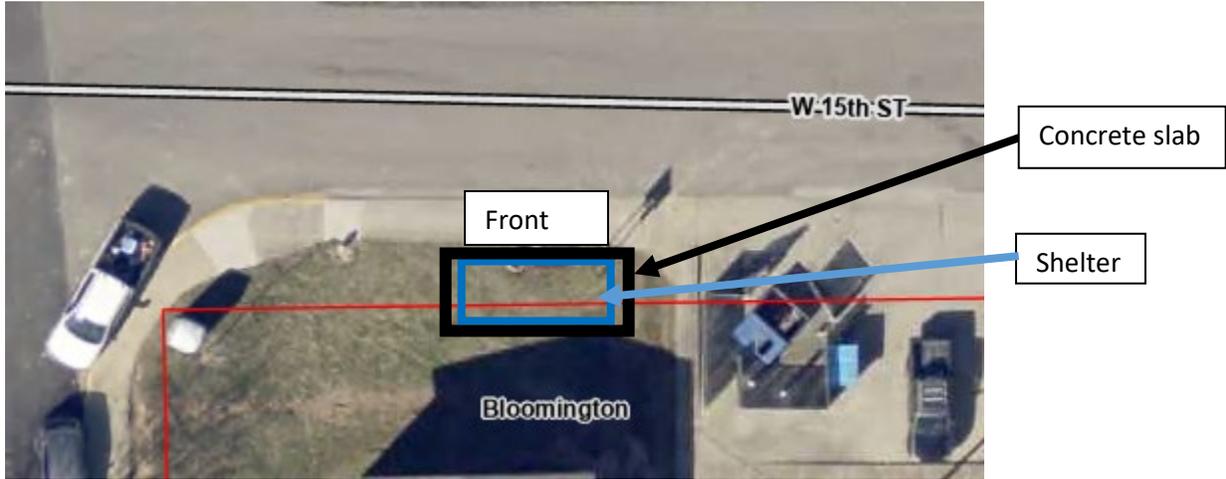
ESD Bus Stop Shelter Installation Scope of Work

All bus stop shelter installations must meet the following requirements:

1. The five (5) bus stop shelters, solar panels, and solar lights are stored in a secure outdoor storage area at the Dillman Road Wastewater Treatment Plant located at 100 W Dillman Rd, Bloomington, IN 47403. Each time the contractor needs access to the storage area, the contractor is required to sign in at the Dillman Road Wastewater Treatment Plant main office and staff will direct the Contractor to the storage location.
2. Similar parts of each shelter are shrink wrapped together in multiple large crates. The contractor is required to open the crates and ensure each part of each shelter is present. If any part is missing, the contractor will notify Shawn Miya, Assistant Director of Sustainability, at shawn.miya@bloomington.in.gov as soon as possible.
3. Contractor is responsible for determining the logistics of transporting and assembling each bus stop shelter according to this scope of work; asphalt street cut repair instructions; and attached assembly instructions, solar panel and light instructions, engineering drawings, structural calculations from Tolar Manufacturing.
4. The preferred location for shelters #1, #2, #3, #4, & #5 is in the Right of Way (ROW). The contractor is required to apply for a Right of Way Use permit from the Engineering Department prior to starting any work. The Engineering Department will review the planned road/sidewalk closures (if any) and facilitate any Board of Public Works approvals (if they are needed).
5. Contractor is responsible for utility locates prior to excavation. If utility lines prevent an installation of a bus shelter where indicated, contractor must notify Shawn Miya by email at shawn.miya@bloomington.in.gov to request that the proposed installation be adjusted to avoid the utilities or to obtain permission for alternate location.
6. All shelter installations must be wheelchair accessible. A minimum 5 foot wide path is required to exit the existing sidewalk, travel around one side of the shelter, and exit the shelter to travel to the curb where the bus will pick up passengers.
7. Concrete slabs and new sidewalks must be level with existing sidewalks, curbs, or streets as indicated in the site plans.
8. Use 4000 PSI concrete mix.
9. Shelters, benches, solar panels, and solar lights must be installed according to manufacturer's specifications and must be level upon completion.
10. The shelters must be placed with a minimum of 6 inches of concrete slab on all sides

11. Contractor is responsible for disposal of all debris generated at each site. No dumpsters will be provided by the City or property owners.
12. Each shelter has artwork around the interior walls along the top 12". Contractor is responsible to ensure that the correct artwork is placed at each designated shelter site. Refer to the pictures of the artwork under each shelter's scope of work.

**Shelter #1 – Within ROW at Corner of 15th St. and Lindbergh Dr.
 Art Design: Rabbits and Crows**



Location Description – South of sidewalk on 15th St. and west of bus stop sign

1. The shelter’s opening will face 15th St.
2. Remove bench and relocate planter away from new bus stop location.
3. Move traffic signs to the west of the shelter and east of fire hydrant
4. Excavate for a 12'-1" x 6' slab 6" thick on top of 6" stone base with compacted commercial 53's
5. Form for new concrete slab to the sidewalk
6. Lay in #4 rebar 12" O.C with 3" of clearance from top of slab for slab reinforcement
7. Pour slab
8. Install shelter, bench, solar panel and solar light according to manufacturer’s specification and shelter must be level upon completion



Shelter #1 – Within ROW at Corner of 15th St. and Lindbergh Dr. (cont.)



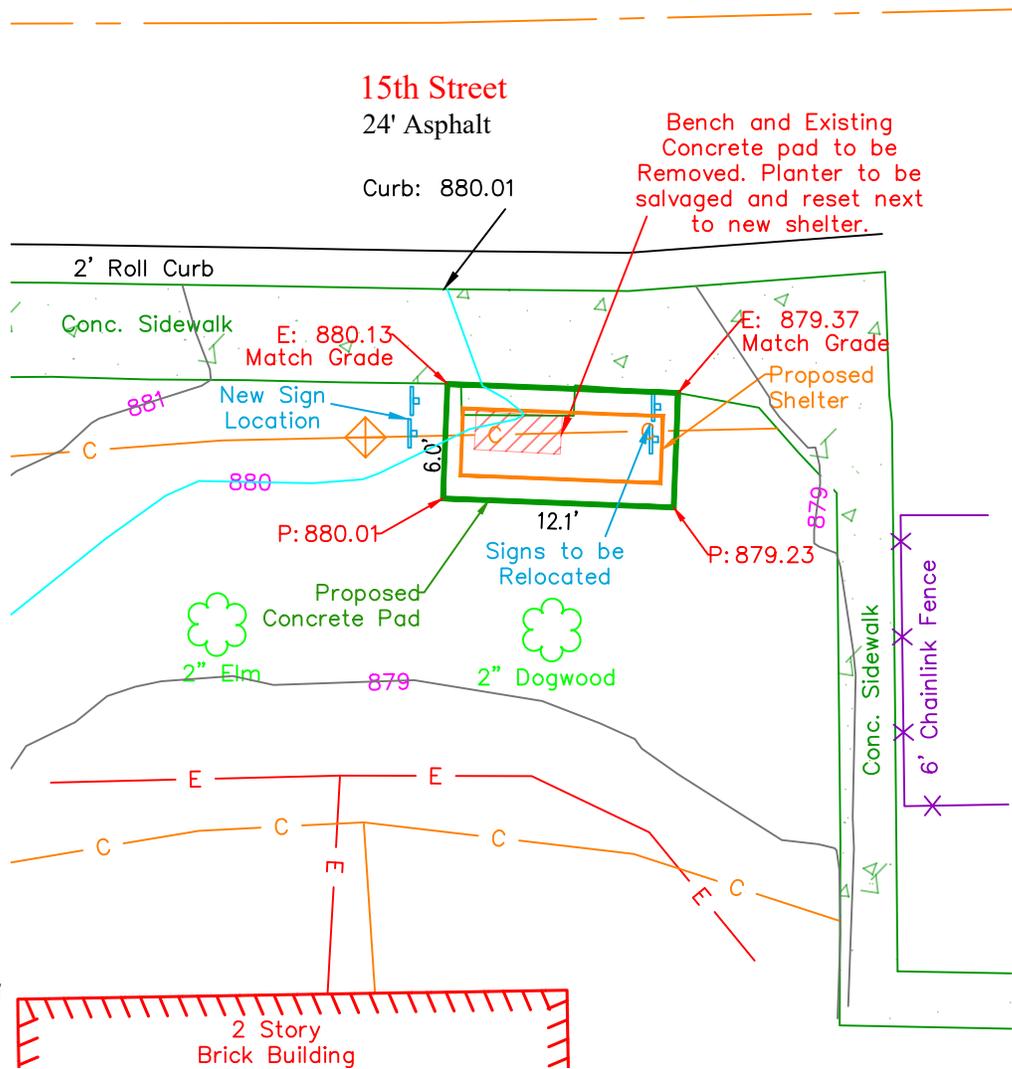
EXHIBIT: SHELTER #1

Intersection of 15th St. and Lindbergh Dr



SCALE 1" = 10'

LEGEND			
⬠	COMMUNICATIONS VAULT	— X —	FENCE
⊕	FIRE HYDRANT	— W —	UNDERGROUND WATER
⌵	SIGN	— E —	UNDERGROUND ELECTRIC
⊕	WATER VALVE	— C —	UNDERGROUND COMMUNICATIONS
⊗	Tree		
E	Existing Grade		
P	Proposed Grade		



Eric L. DeCard

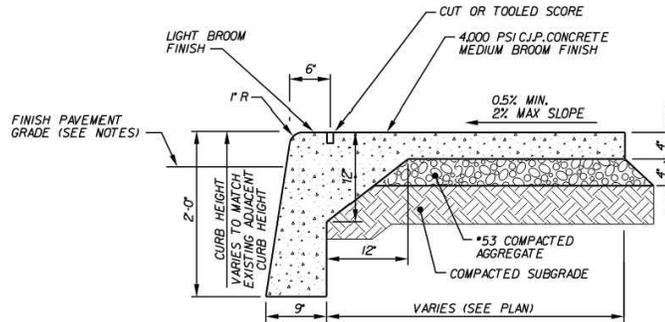
CITY OF BLOOMINGTON BUS STOP			DECKARD LAND SURVEYING 1604 S. HENDERSON ST. BLOOMINGTON IN. 47401 (812)961-0235
EXHIBIT	SHEET 1 OF 2		
DRAWN BY: TAT DATED: 7/8/25	CHECKED BY: ELD	SCALE 1"=10'	PROJECT NO. 25-102

EXHIBIT: SHELTER #1

Intersection of 15th St. and Lindbergh Dr

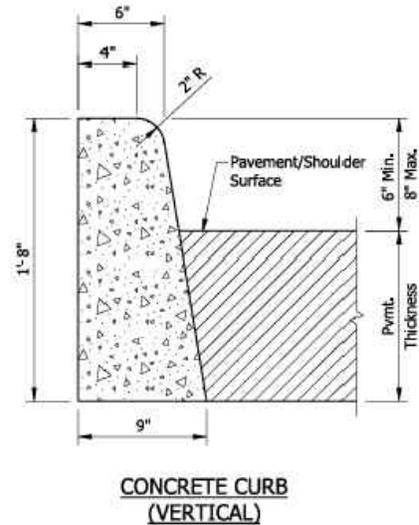
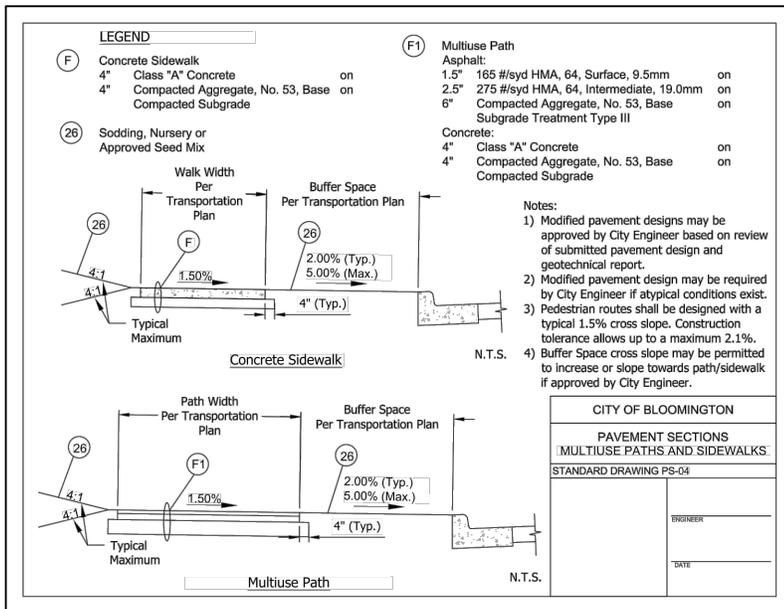
NOTES:

- 1). Fieldwork completed May 2025.
- 2). Coordinates shown hereon were obtained from GPS observations. Indiana West Zone, NAD83, State Plane Grid Coordinates, US Survey Feet. Geoid model ContinentalUS_NGS2018.
- 3). Coordinate data was collected using a Carlson BRX7 GPS and a Carlson RT4 Data Collector. Coordinate positions are grid north (Indiana State Plane West Zone).
- 4). I affirm, under penalty for perjury, that I have taken responsible care to redact each Social Security Number in this document, unless required by law.
- ERIC L. DECKARD



IC INTEGRAL CURB AND WALK
NTS

- NOTES:
1. HAND FINISH CURB TO A 6" DEPTH (TYP)
 2. THIS DETAIL MAY BE USED WHERE NEW CONCRETE WALKS ARE NEXT TO NEW CURBS. CURB AND SIDEWALK WILL BE PAID SEPARATELY REGARDLESS OF INSTALLATION METHOD.
 3. USE IN CONJUNCTION WITH PAVEMENT PATCH DETAIL.



CONCRETE CURB (VERTICAL)

CITY OF BLOOMINGTON BUS STOP

EXHIBIT

SHEET
2 OF 2



DECKARD LAND SURVEYING
1604 S. HENDERSON ST.
BLOOMINGTON IN. 47401
(812)961-0235

DRAWN BY: TAT
DATED: 7/8/25

CHECKED BY:
ELD

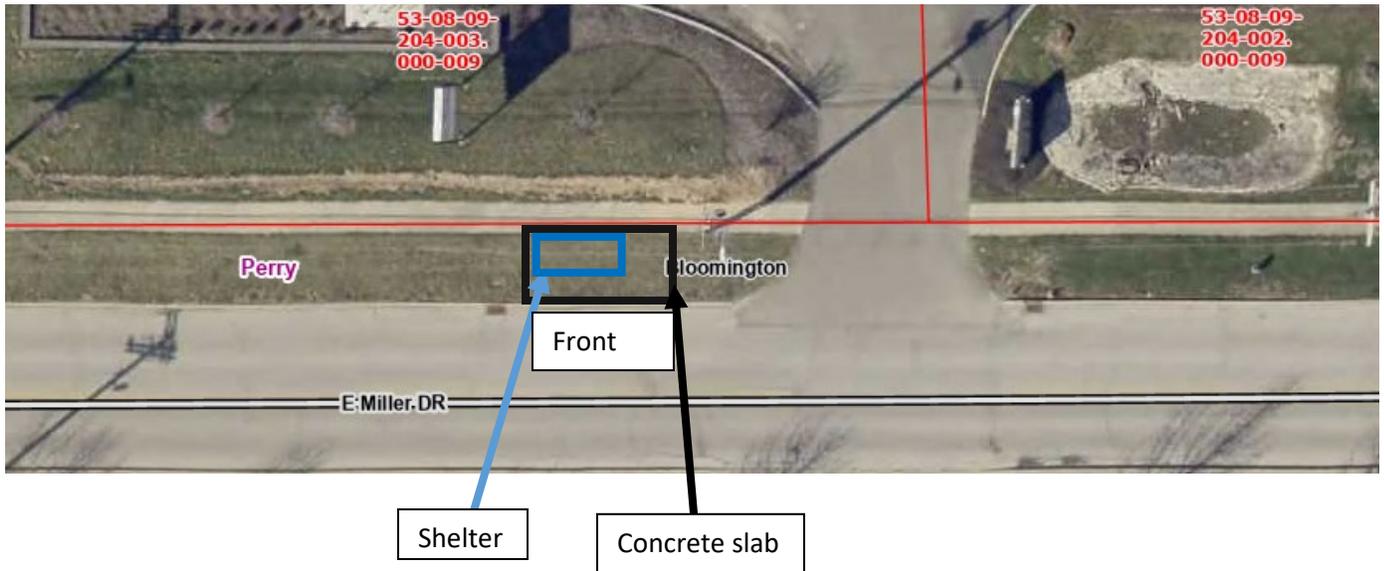
SCALE
1"=10'

PROJECT NO.25-102

Shelter #2 – Within ROW at 122 E. Miller Drive



Art Design: Flowers



Location Description – In the ROW between E. Miller Dr. and sidewalk. Passengers will travel on the sidewalk to the north side of the shelter, travel around shelter to enter, & exit south to board the bus

1. The shelter's opening will face E. Miller Dr.
2. Install concrete slab starting at 40 feet west of entrance to IU Community Health Clinic. May need to shift installation to the east a few feet to avoid underground utilities.
3. In order to make wheelchair accessible, a path is need from the existing sidewalk to inside the shelter and from the shelter to the curb. Minimum path of 5 feet is required along this path
4. Excavate for a 17'1" x 11'1" slab 6" thick on top of 6" stone bas with compacted commercial 53's
5. Form for new concrete slab
6. Lay in #4 rebar 12" O.C with 3" of clearance from top of slab for slab reinforcement
7. Pour slab from sidewalk to the curb to allow access to the bus
8. Install shelter, bench, solar panel and solar light according to manufacturer's specification and shelter must be level upon completion



West edge of concrete slab

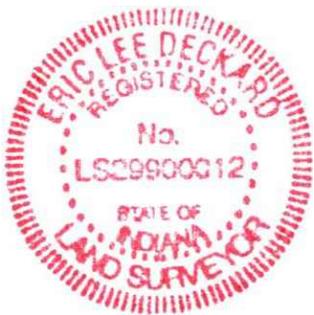
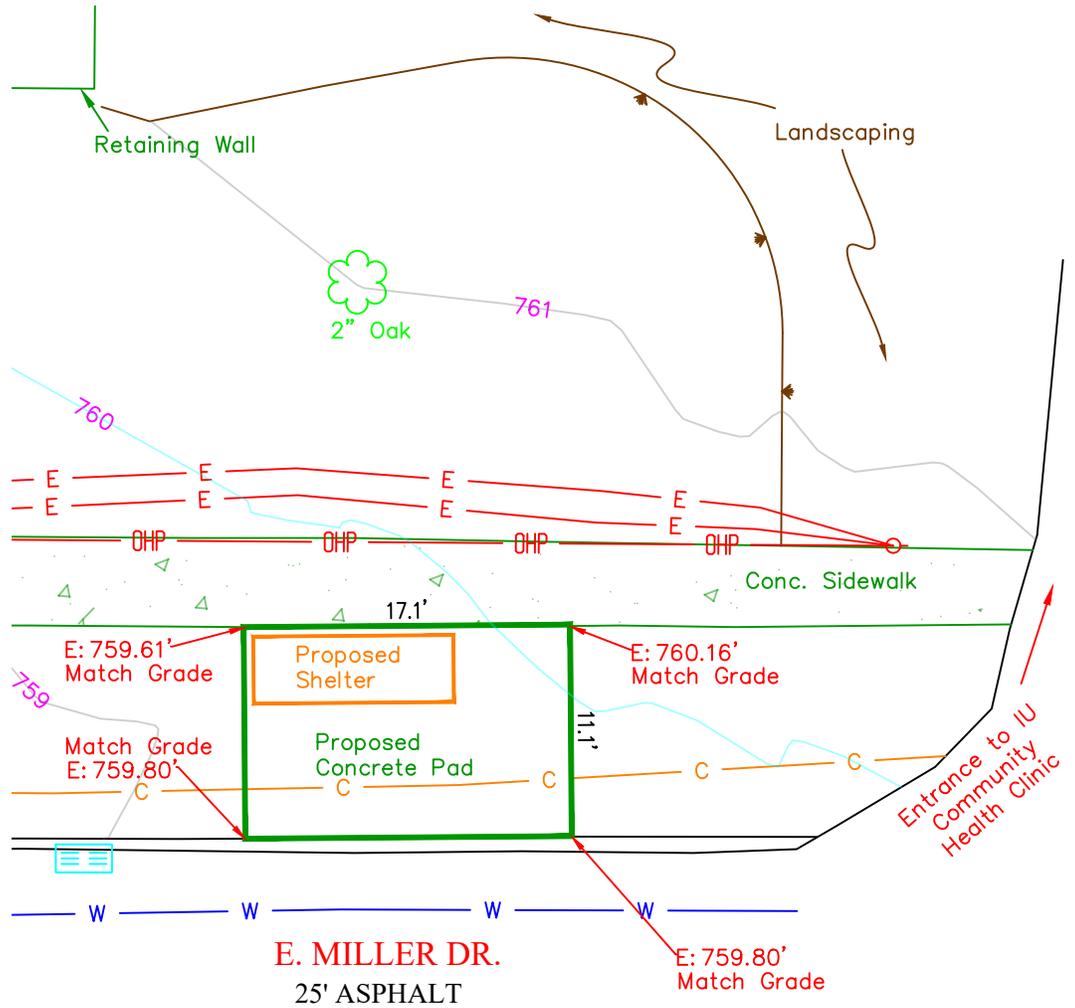
EXHIBIT: SHELTER #2

122 E. Miller Dr.



SCALE 1" = 10'

LEGEND	
○	POWER POLE
☒	CURB INLET
☼	Tree
E	Existing Grade
P	Proposed Grade
— W —	UNDERGROUND WATER
— E —	UNDERGROUND ELECTRIC
— C —	UNDERGROUND COMMUNICATIONS
— OHP —	OVERHEAD POWER LINE
—>	LANDSCAPING



Eric L. Deckard

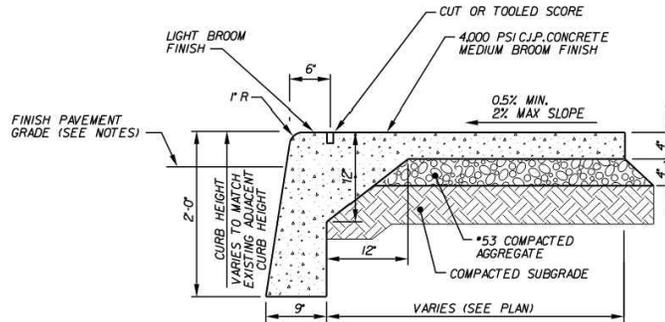
CITY OF BLOOMINGTON BUS STOP			DECKARD LAND SURVEYING 1604 S. HENDERSON ST. BLOOMINGTON IN. 47401 (812)961-0235
EXHIBIT	SHEET 1 OF 2		
DRAWN BY: TAT DATED: 7/8/25	CHECKED BY: ELD	SCALE 1"=10'	PROJECT NO. 25-102

EXHIBIT: SHELTER #2

122 E. Miller Dr.

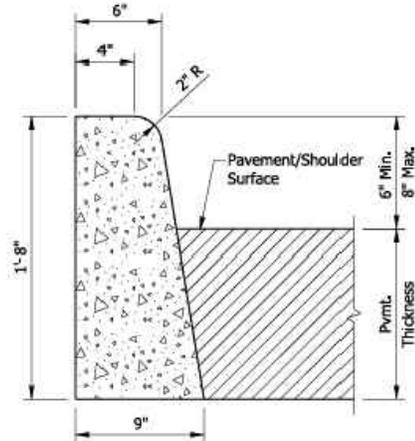
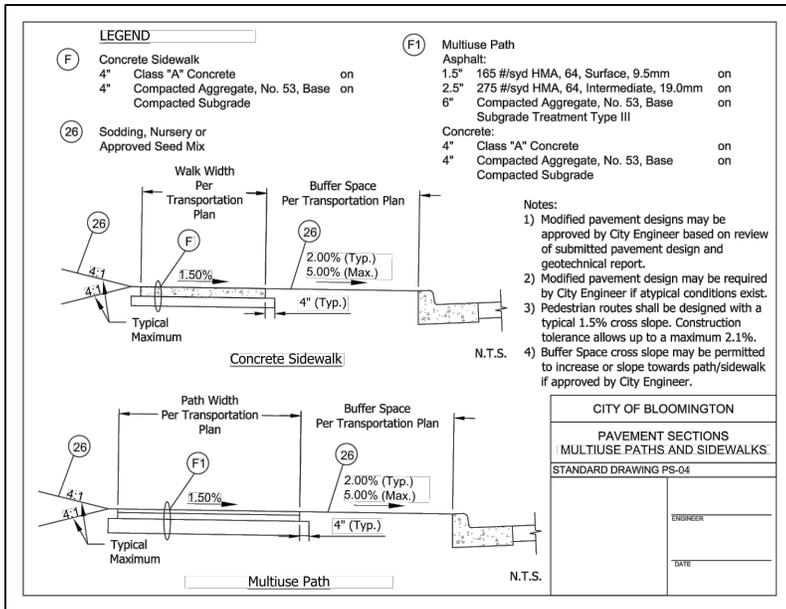
NOTES:

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- 2). Coordinates shown hereon were obtained from GPS observations. Indiana West Zone, NAD83, State Plane Grid Coordinates, US Survey Feet. Geoid model ContinentalUS_NGS2018.
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NTS

- NOTES:
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 2. THIS DETAIL MAY BE USED WHERE NEW CONCRETE WALKS ARE NEXT TO NEW CURBS. CURB AND SIDEWALK WILL BE PAID SEPARATELY REGARDLESS OF INSTALLATION METHOD.
 3. USE IN CONJUNCTION WITH PAVEMENT PATCH DETAIL.



**CONCRETE CURB
(VERTICAL)**

CITY OF BLOOMINGTON BUS STOP

EXHIBIT

SHEET
2 OF 2



DECKARD LAND SURVEYING
1604 S. HENDERSON ST.
BLOOMINGTON IN. 47401
(812)961-0235

DRAWN BY: TAT
DATED: 7/8/25

CHECKED BY:
ELD

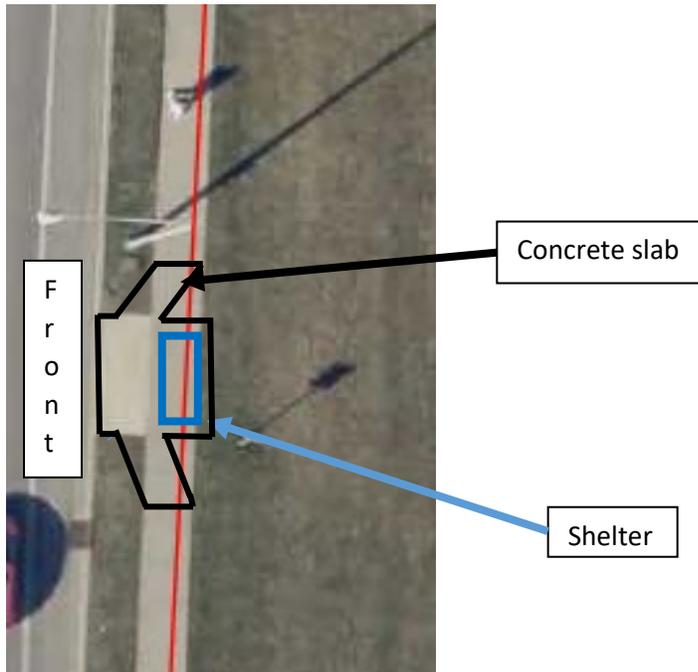
SCALE
1"=10'

PROJECT NO.25-102

Shelter #3 – Within ROW at 2801 E. Buick Cadillac Blvd



Art Design: Butterfly Wing



Location: In the ROW between College Mall Rd. and sidewalk area. Passengers will exit shelter and travel to the concrete slab to the curb to board the bus.

1. Shelter opening will face College Mall Road
2. The center of the shelter will be centered on the concrete slab with at least 6" of slab between the shelter and edge of slab on the north, south and east sides
3. Remove and reinstall 30 MPH Traffic Sign as indicated in the site plan
4. Excavate and demo existing sidewalk where the shelter will be installed
5. Excavate an area as indicated in the site plan for a slab 6" thick on top of 6" stone base with compacted commercial 53's
6. Excavate on the north and south side of the existing slab for a curved sidewalk so there is at least a 5' path around the shelter
7. Form for new concrete slab beginning at the nearest existing sidewalk joints and create curved sidewalk connections that connects the existing sidewalk to the existing concrete slab on both north and south sides of it to create a 5' sidewalk path in front of the shelter
8. Lay in #4 rebar 12" O.C with 3" of clearance from top of slab for slab reinforcement.

Shelter #3 – Within ROW at 2801 E. Buick Cadillac Blvd (cont.)

9. Pour slab to the existing concrete slab and new curved sidewalk connections to the existing concrete slab
10. Install shelter, bench, solar panel and solar light according to manufacturer's specification and shelter must be level upon completion



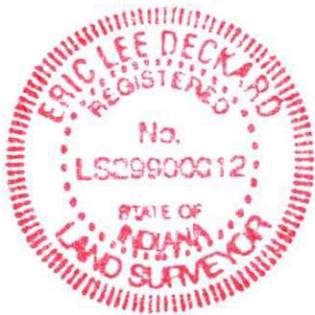
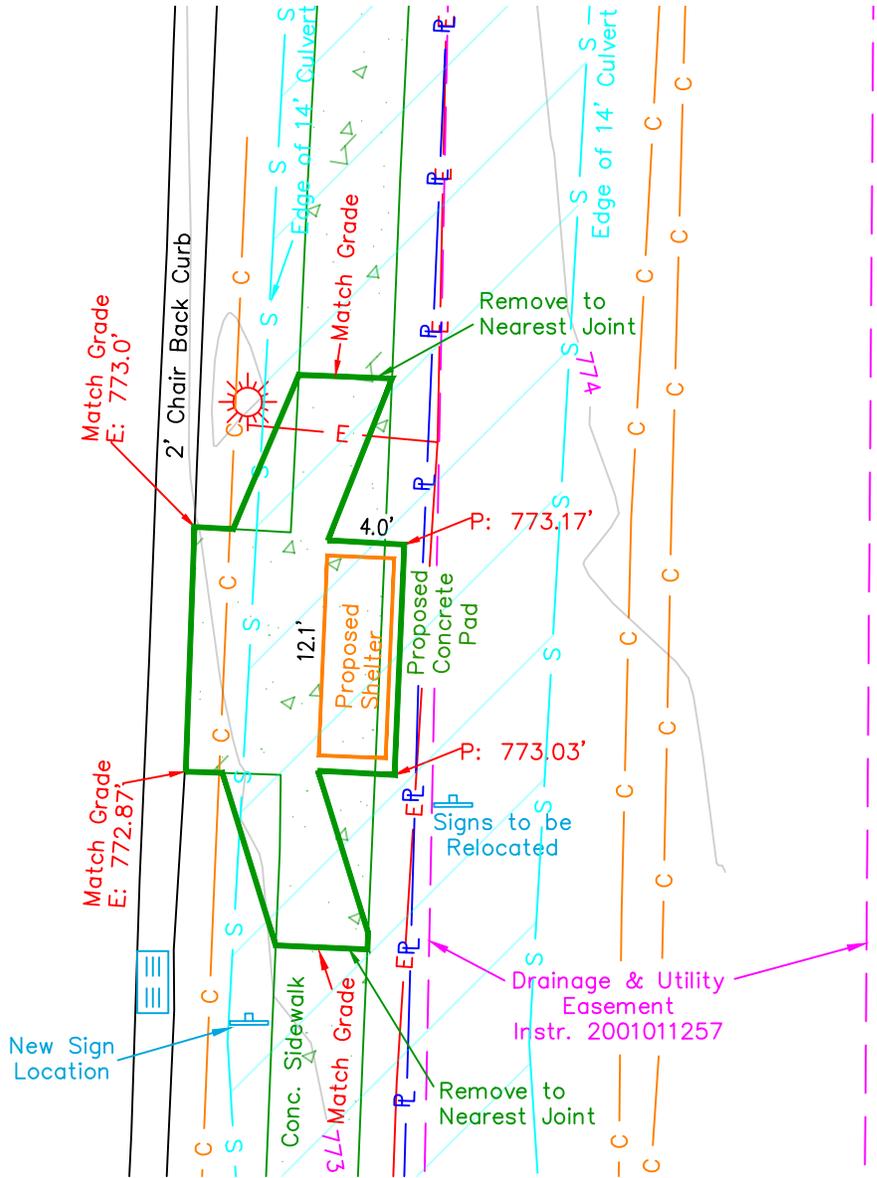
EXHIBIT: SHELTER #3
 2801 E. Buick Cadillac Blvd.



SCALE 1" = 10'

LEGEND	
	LIGHT POLE
	CURB INLET
	SIGN
E	Existing Grade
P	Proposed Grade
— E —	UNDERGROUND ELECTRIC
— C —	UNDERGROUND COMMUNICATIONS
— PL —	Property Line

S. COLLEGE MALL RD.
 Width Varies Asphalt



Eric L. Deckard

CITY OF BLOOMINGTON BUS STOP

EXHIBIT

SHEET
1 OF 2



DECKARD LAND SURVEYING
 1604 S. HENDERSON ST.
 BLOOMINGTON IN. 47401
 (812)961-0235

DRAWN BY: TAT
 DATED: 7/8/25

CHECKED BY:
 ELD

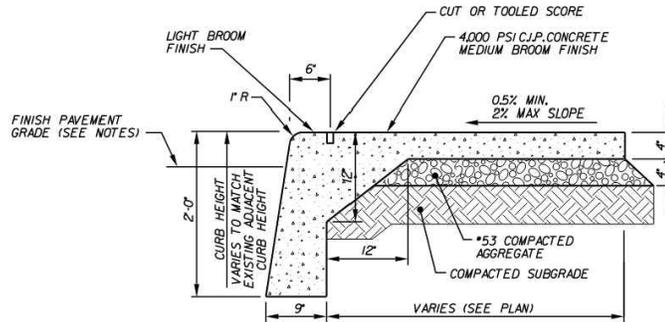
SCALE
 1"=10'

PROJECT NO.25-102

EXHIBIT: SHELTER #3 2801 E. Buick Cadillac Blvd.

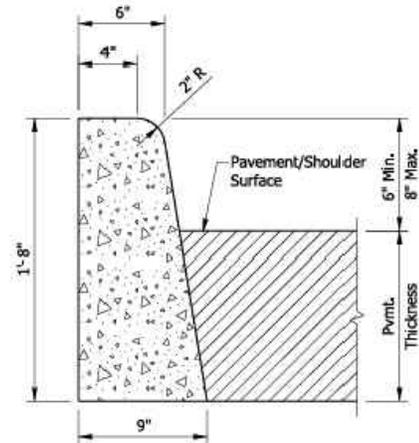
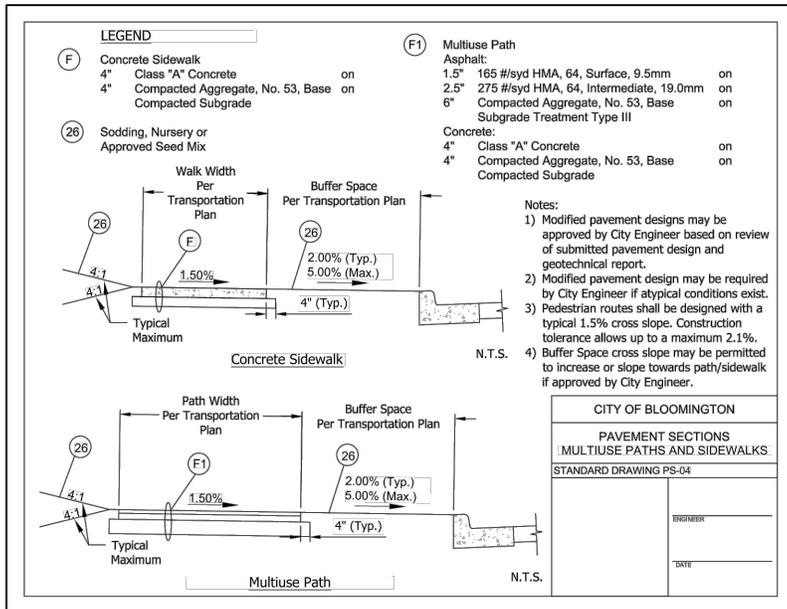
NOTES:

- 1). Fieldwork completed May 2025.
- 2). Coordinates shown hereon were obtained from GPS observations. Indiana West Zone, NAD83, State Plane Grid Coordinates, US Survey Feet. Geoid model ContinentalUS_NGS2018.
- 3). Coordinate data was collected using a Carlson BRX7 GPS and a Carlson RT4 Data Collector. Coordinate positions are grid north (Indiana State Plane West Zone).
- 4). I affirm, under penalty for perjury, that I have taken responsible care to redact each Social Security Number in this document, unless required by law.
- ERIC L. DECKARD



IC INTEGRAL CURB AND WALK
NTS

- NOTES:
1. HAND FINISH CURB TO A 6" DEPTH (TYP.)
 2. THIS DETAIL MAY BE USED WHERE NEW CONCRETE WALKS ARE NEXT TO NEW CURBS. CURB AND SIDEWALK WILL BE PAID SEPARATELY REGARDLESS OF INSTALLATION METHOD.
 3. USE IN CONJUNCTION WITH PAVEMENT PATCH DETAIL.



**CONCRETE CURB
(VERTICAL)**

CITY OF BLOOMINGTON BUS STOP

EXHIBIT

DRAWN BY: TAT
DATED: 7/8/25

CHECKED BY:
ELD

SHEET
2 OF 2

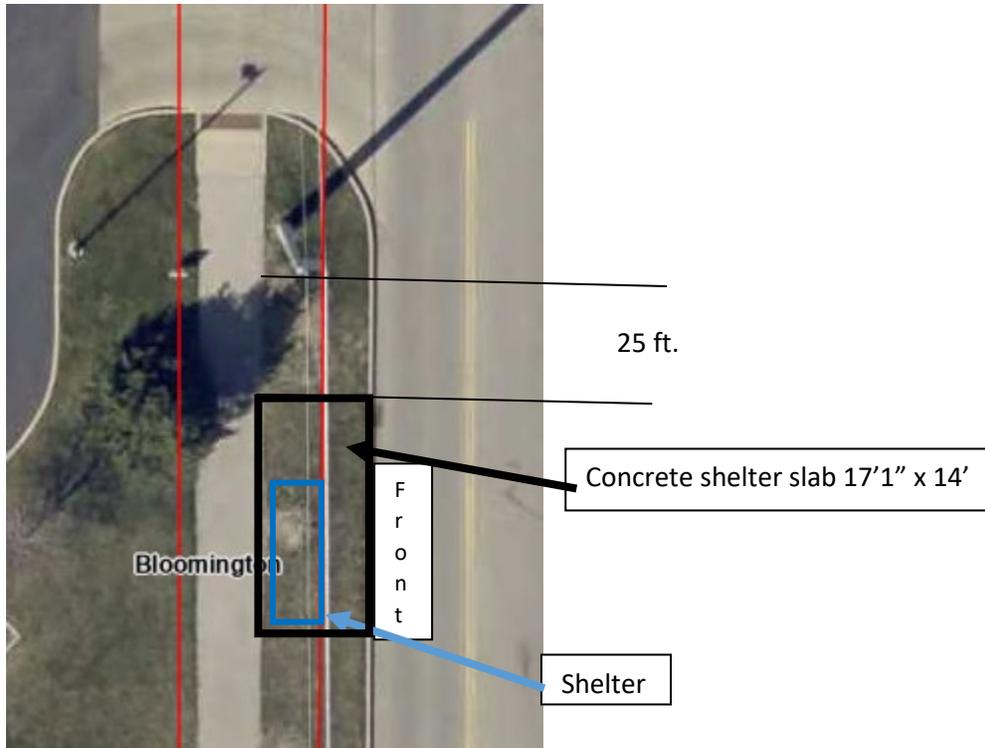
SCALE
1"=10'



DECKARD LAND SURVEYING
1604 S. HENDERSON ST.
BLOOMINGTON IN. 47401
(812)961-0235

PROJECT NO.25-102

Shelter #4 – Within ROW at 1200 S. Rogers



Location Description – South of the entrance to Dermatology Center of Southern Indiana and east of the sidewalk. Passengers will exit the shelter and travel east to board the bus on S. Rogers.

1. Shelter's opening will face S. Rogers
2. North edge of the concrete slab will be 25 ft. south of the light pole south of entrance to the Dermatology Center
3. In order to make wheelchair accessible, the new sidewalk west of the shelter and to the north of the shelter to the curb must be 5' all along this path.
4. Excavate for a 17' 1" x 14' slab 6" thick on top of 6" stone base with compacted commercial 53's
5. Form for new concrete slabs
6. Lay in #4 rebar 12" O.C with 3" of clearance from top of slab for shelter slab reinforcement.
7. Pour shelter slab from the sidewalk to the curb
8. Install shelter, bench, solar panel and solar light according to manufacturer's specification and shelter must be level upon completion

Shelter #4 – Within ROW at 1200 S. Rogers (cont.)

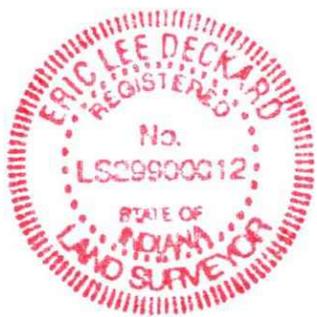
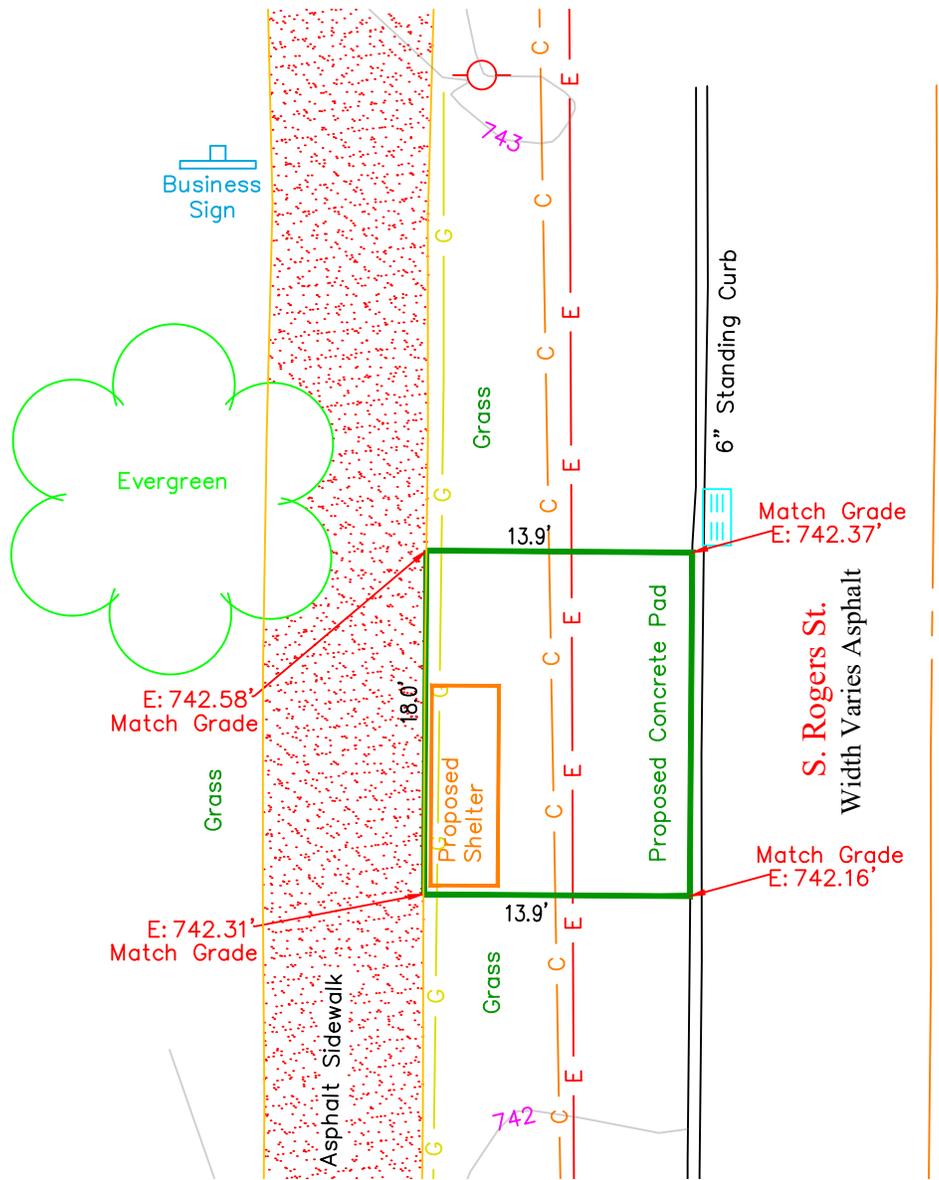


EXHIBIT: SHELTER #4
1200 S. ROGERS



SCALE 1" = 10'

LEGEND	
	POWER POLE
	CURB INLET
	Tree
E	Existing Grade
P	Proposed Grade
	UNDERGROUND GAS
	UNDERGROUND ELECTRIC
	UNDERGROUND COMMUNICATIONS



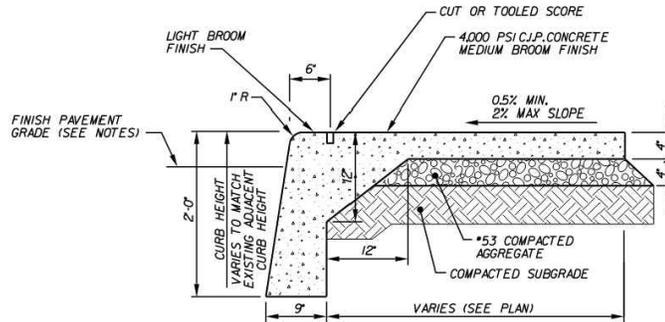
Eric L. Deckard

CITY OF BLOOMINGTON BUS STOP			DECKARD LAND SURVEYING 1604 S. HENDERSON ST. BLOOMINGTON IN. 47401 (812)961-0235
EXHIBIT	SHEET 1 OF 2		
DRAWN BY: TAT DATED: 7/8/25	CHECKED BY: ELD	SCALE 1"=10'	PROJECT NO. 25-102

EXHIBIT: SHELTER #4 1200 S. ROGERS

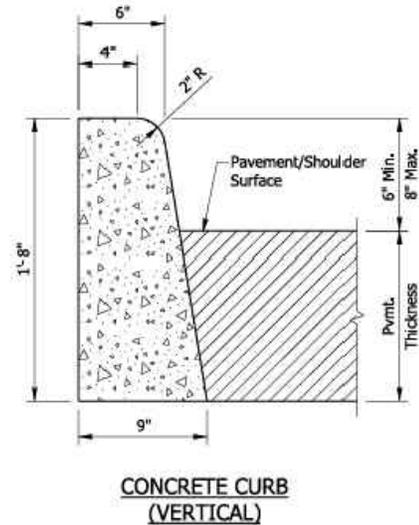
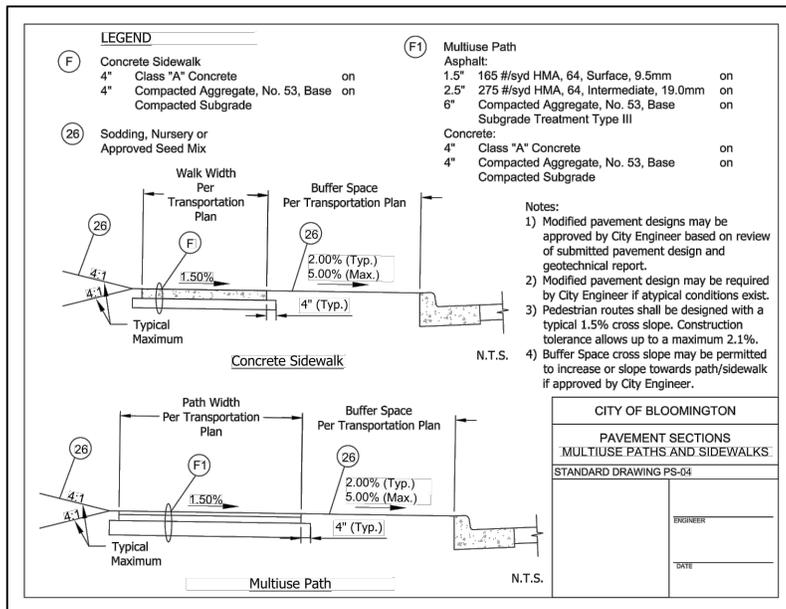
NOTES:

- 1). Fieldwork completed May 2025.
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IC INTEGRAL CURB AND WALK
NTS

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 2. THIS DETAIL MAY BE USED WHERE NEW CONCRETE WALKS ARE NEXT TO NEW CURBS. CURB AND SIDEWALK WILL BE PAID SEPARATELY REGARDLESS OF INSTALLATION METHOD.
 3. USE IN CONJUNCTION WITH PAVEMENT PATCH DETAIL.



CITY OF BLOOMINGTON BUS STOP

EXHIBIT

DRAWN BY: TAT
DATED: 7/8/25

CHECKED BY:
ELD

SHEET
2 OF 2

SCALE
1"=10'



DECKARD LAND SURVEYING
1604 S. HENDERSON ST.
BLOOMINGTON IN. 47401
(812)961-0235

PROJECT NO.25-102

Shelter #5 - Within ROW at intersection of E. Rogers Rd. and Winding Brook



Location Description – Shelter will be placed on existing concrete pad. Passengers will exit the shelter and travel to the curb cutout to board the bus on E. Rogers Rd.

1. The shelter's opening will face E. Rogers Rd.
2. Ensure concrete pad meets manufacturer's specifications. If not, demo 12' 1" x 6' concrete pad area and follow steps 3 – 6
3. Excavate for a 12' 1" x 6' slab 6" thick on top of 6" stone base with compacted commercial 53's
4. Form for new concrete slabs
5. Lay in #4 rebar 12" O.C with 3" of clearance from top of slab for shelter slab reinforcement.
6. Pour shelter slab to the existing sidewalk
7. Install shelter, bench, solar panel and solar light according to manufacturer's specification and shelter must be level upon completion



**Shelter #5 - Within in ROW at intersection of E. Rogers Rd. and Winding Brook
(cont.)**

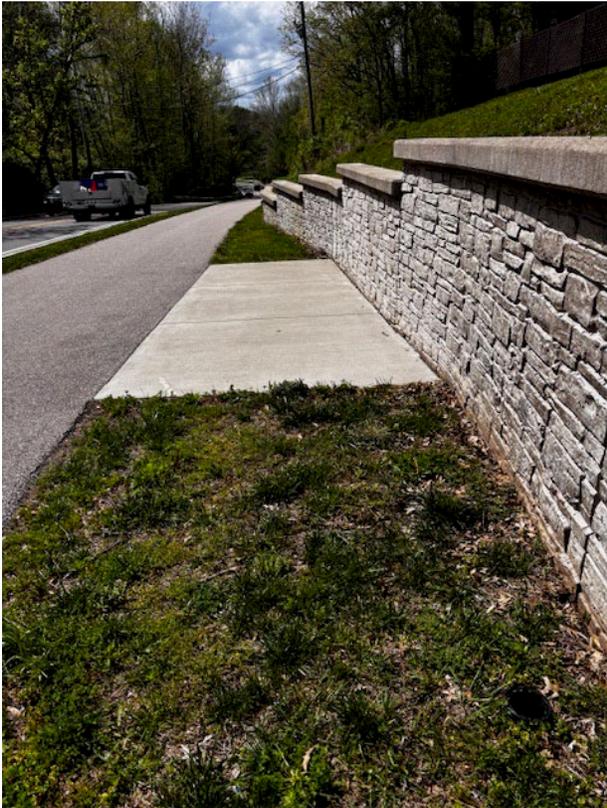
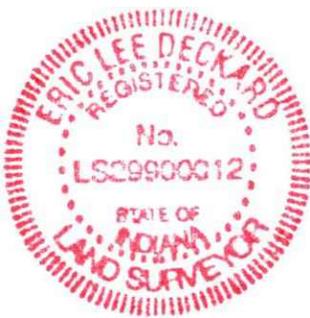
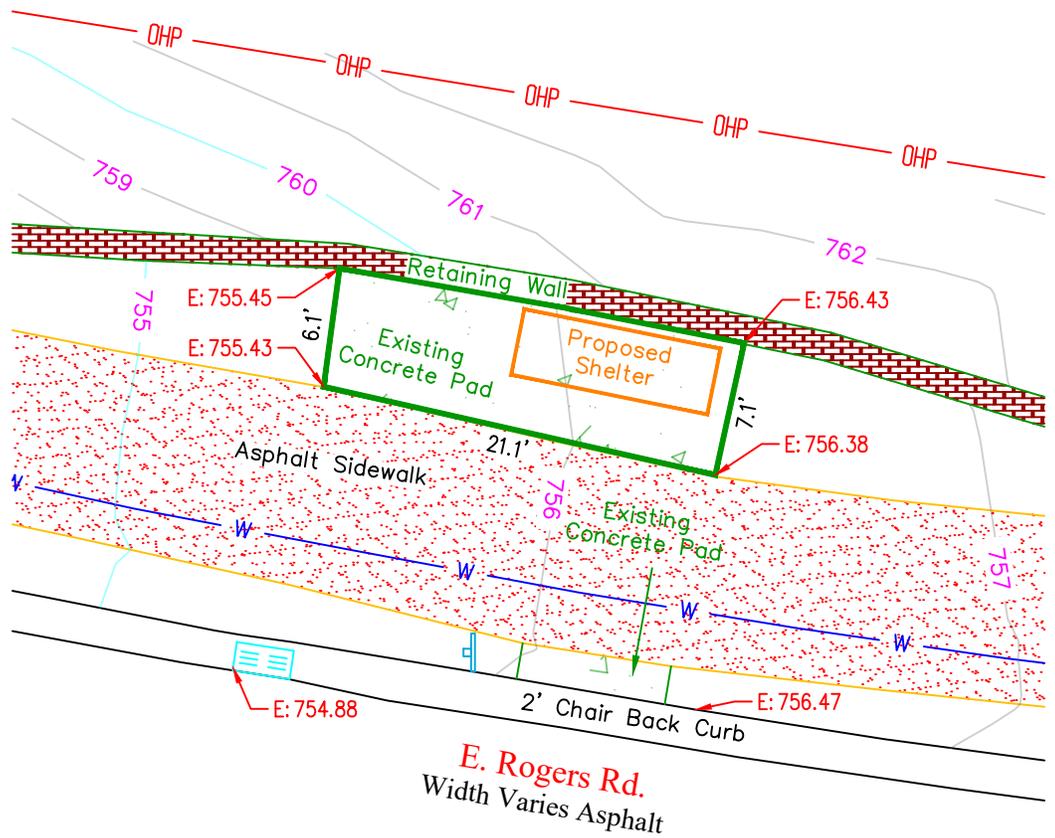


EXHIBIT: SHELTER #5
 Intersection of E. Rogers Rd. and Winding Brook Cir.



SCALE 1" = 10'

LEGEND	
SIGN CURB INLET Existing Grade	OHP ——— OVERHEAD POWER W ——— UNDERGROUND WATER



Eric L. DeKard

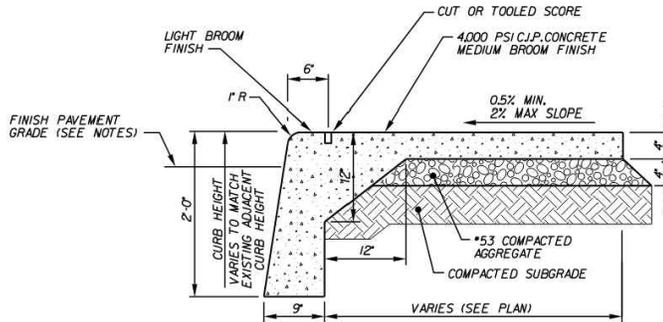
CITY OF BLOOMINGTON BUS STOP			DECKARD LAND SURVEYING 1604 S. HENDERSON ST. BLOOMINGTON IN. 47401 (812)961-0235
EXHIBIT	SHEET 1 OF 2		PROJECT NO.25-102
DRAWN BY: TAT DATED: 7/8/25	CHECKED BY: ELD	SCALE 1"=10'	

EXHIBIT: SHELTER #5

Intersection of E. Rogers Rd. and Winding Brook Cir.

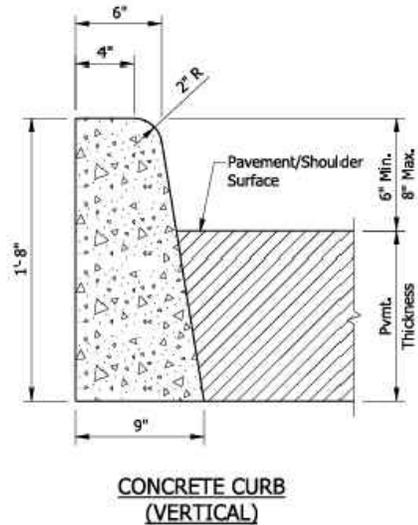
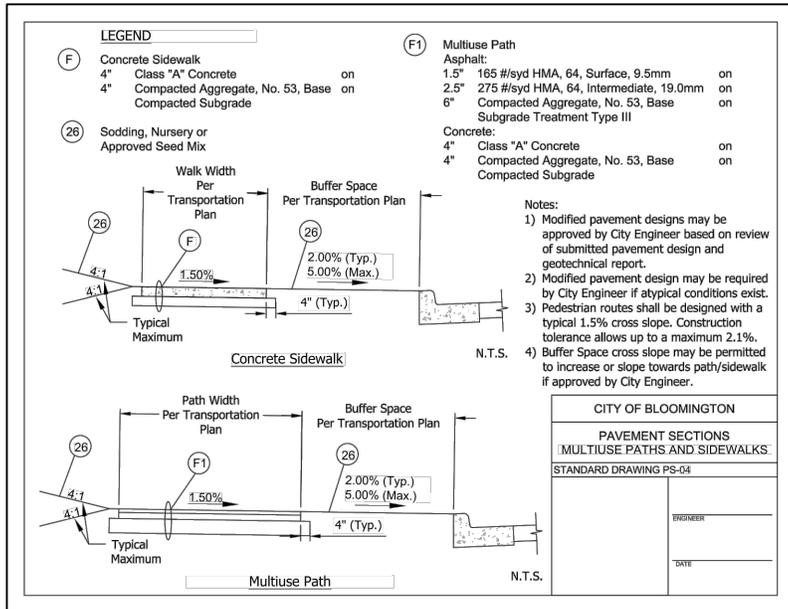
NOTES:

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IC INTEGRAL CURB AND WALK
NTS

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CONCRETE CURB (VERTICAL)

CITY OF BLOOMINGTON BUS STOP

EXHIBIT

DRAWN BY: TAT
DATED: 7/8/25

CHECKED BY:
ELD

SHEET
2 OF 2
SCALE
1"=10'

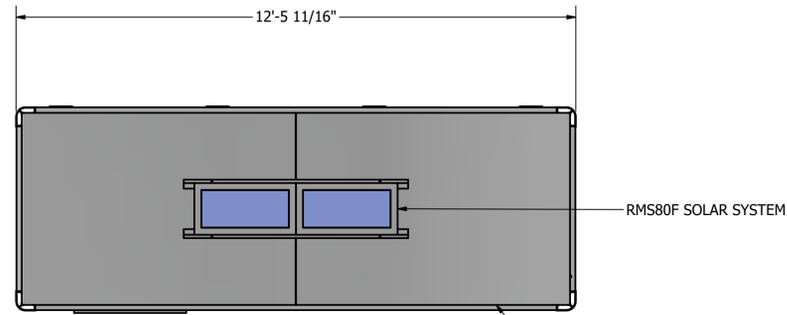


DECKARD LAND SURVEYING
1604 S. HENDERSON ST.
BLOOMINGTON IN. 47401
(812)961-0235

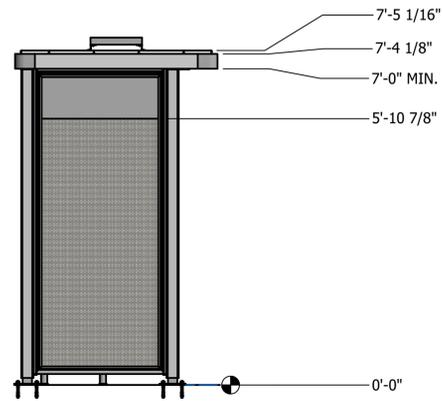
PROJECT NO.25-102

GENERAL NOTES:

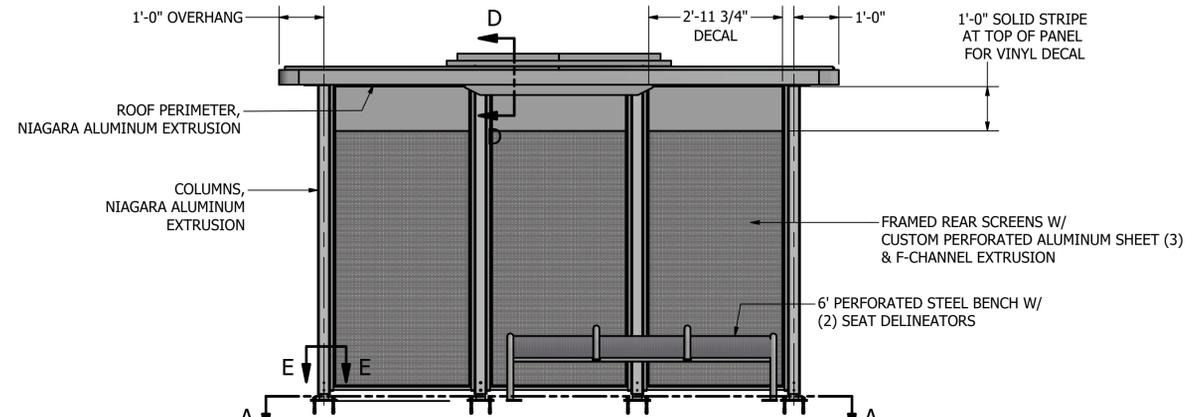
1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 1-10. ELECTRODES SHALL CONFORM TO AWS 5.1, CLASS E70S-5.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 2-08. ELECTRODES SHALL CONFORM TO AWS/SFA 5.10 CLASS ER4043.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.
7. ALL CORPORATE PROCEDURES, INCLUDING FABRICATION, MUST BE IN COMPLIANCE WITH TOLAR MANUFACTURING CO. INC'S QUALITY CONTROL MANUAL
8. THE CONCRETE PAD SIZES SHOWN DO NOT INCLUDE ADA CLEAR PATH REQUIREMENTS.



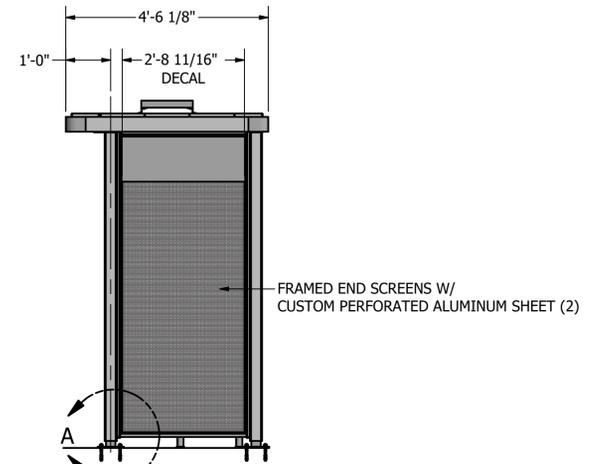
TOP VIEW
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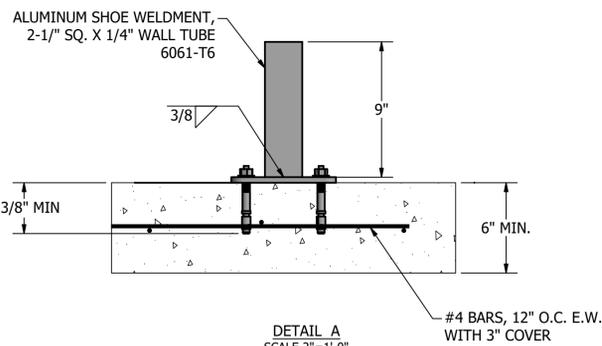
SIDE VIEW
SCALE 1/2"=1'-0"



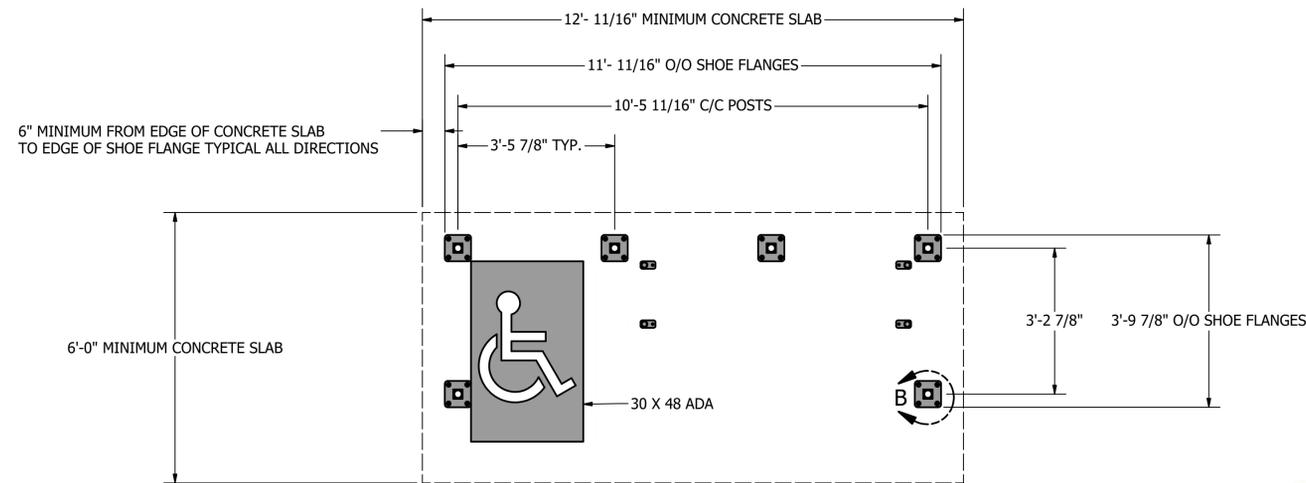
FRONT VIEW
SCALE 1/2"=1'-0"



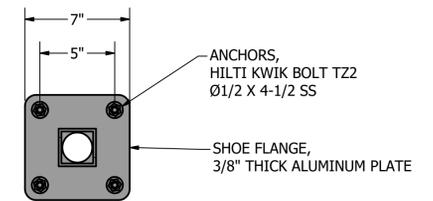
SIDE VIEW
SCALE 1/2"=1'-0"



DETAIL A
SCALE 2"=1'-0"



SECTION A-A
SCALE 1/2"=1'-0"



DETAIL B
SCALE 2"=1'-0"



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TOLAR TOLAR MANUFACTURING COMPANY, INC
258 Mariah Circle, Corona CA. 92879

DESCRIPTION: 12'X5'NANIAPMSOLAR

CUSTOMER/VENDOR: BLOOMINGTON, IN

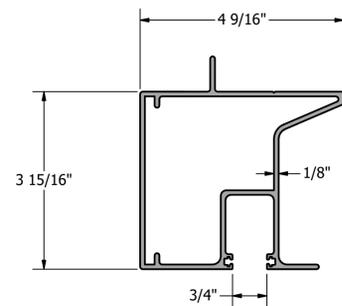
SCALE: AS NOTED DATE: 10/8/2024 DRAWN BY: RFarr

PAGE: 1 of 4

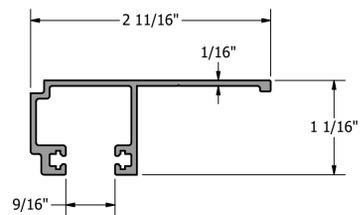
REV: -

52580-00

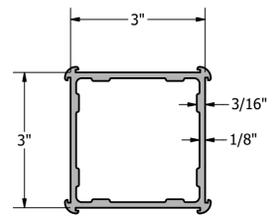




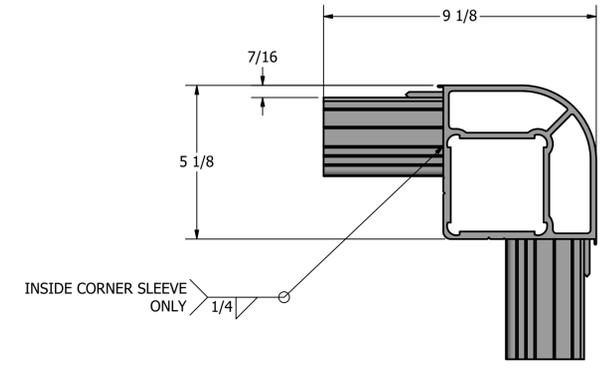
NIAGARA ROOF EXTRUSION
SCALE 6"=1'-0"



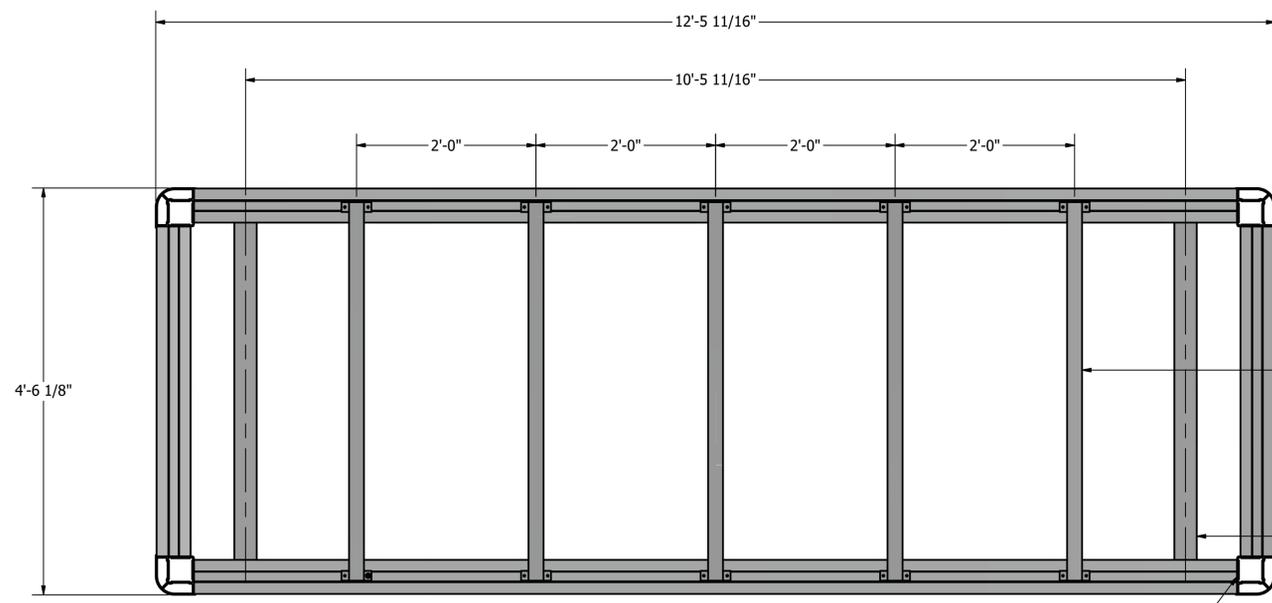
F-CHANNEL EXTRUSION
SCALE 12"=1'-0"



NIAGARA COLUMN EXTRUSION
SCALE 6"=1'-0"



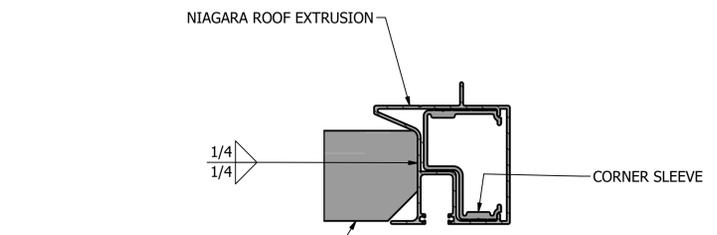
CORNER TRIM EXTRUSION PROFILE
SCALE 4"=1'-0"



TOP VIEW
SCALE 1"=1'-0"

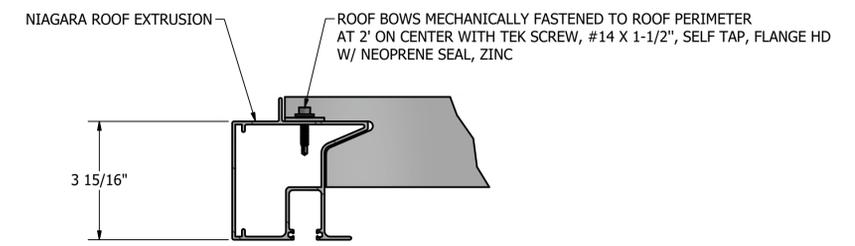
ROOF BOWS,
2" X 3" X 1/8" ALUMINUM TUBE
6061-T6

CROSS COLUMN POST CONNECTION TUBE,
3" SQ X 1/8" TUBE 6061-T6



SECTION C-C
SCALE 4"=1'-0"

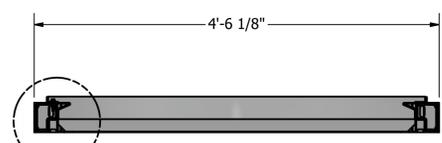
CROSS COLUMN POST CONNECTION TUBE,
3" SQ X 1/8" TUBE 6061-T6



DETAIL C
SCALE 4"=1'-0"



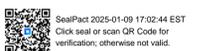
FRONT VIEW
SCALE 1"=1'-0"



SECTION B-B
SCALE 1"=1'-0"

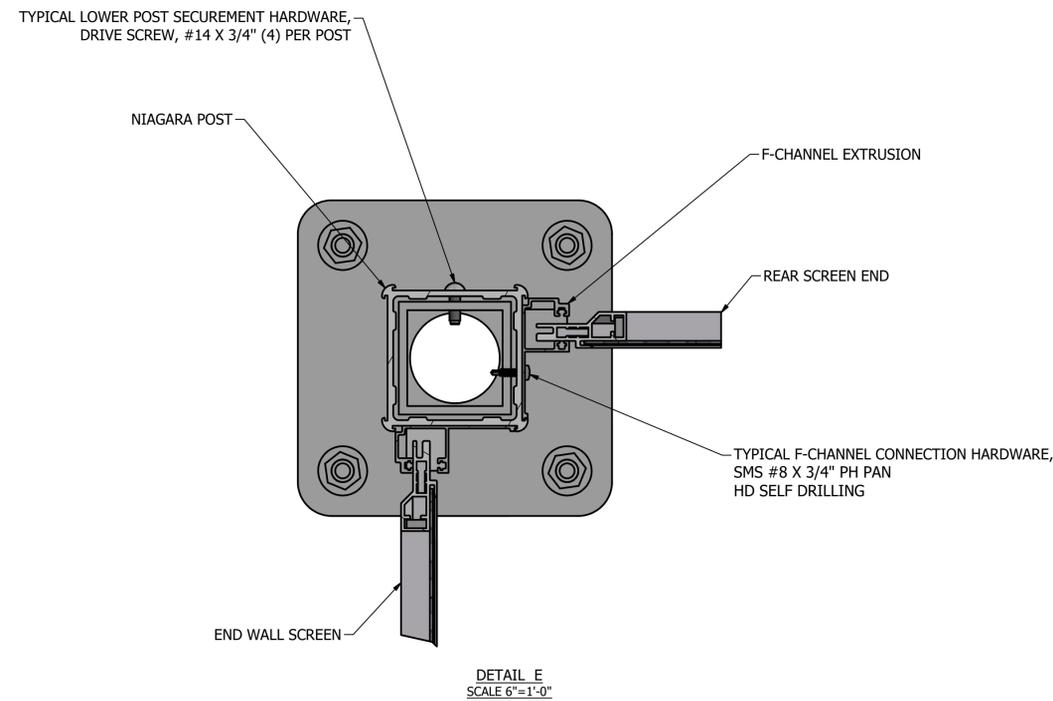
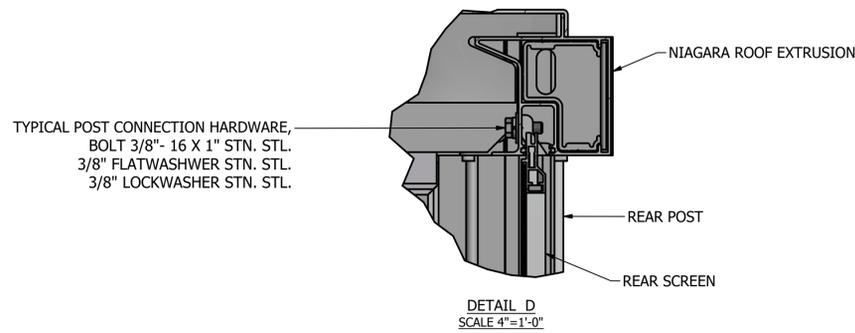
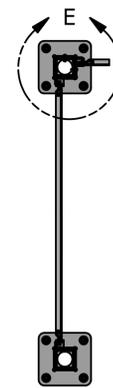
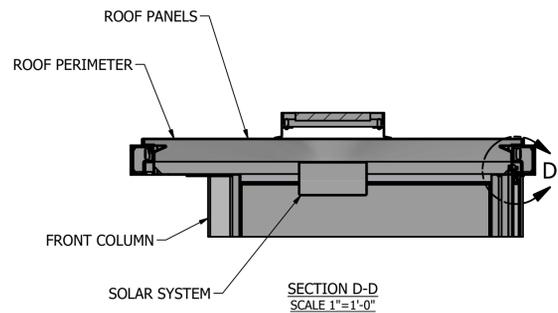


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TOLAR MANUFACTURING COMPANY, INC 258 Mariah Circle, Corona CA. 92879		DESCRIPTION FRONT ROOF TRIM, NIA. ROOF		PAGE: 2 of 4	
CUSTOMER/VENDOR BLOOMINGTON, IN		DWG NO. 52583-00		REV -	
SCALE AS NOTED	DATE 10/8/2024	DRAWN BY: RFarr			





UZMAN ENGINEERING
1244 West Chester Pike, Ste 402, West Chester PA 19382
Tel (610) 320-2100

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TOLAR TOLAR MANUFACTURING COMPANY, INC
258 Mariah Circle, Corona CA. 92879

DESCRIPTION	12'X5'NANIAPMSOLAR		
CUSTOMER/VENDOR	BLOOMINGTON, IN	DWG NO.	52580-00
SIZE	MATL	MULTIPLE	REV
D			-
SCALE	AS NOTED	DATE	10/8/2024
		DRAWN BY:	RFarr

PAGE: 3 of 4



8 7 6 5 4 3 2 1

D

D

C

C

B

B

A

A

8 7 6 5 4 3 2 1

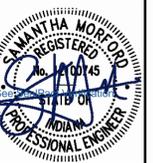


UZMAN ENGINEERING LLC
 1244 West Chester Pike, Ste 402, West Chester PA 19382
 Tel (610) 320-2100

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ScanFact 2025-01-09 17:02:44 EST
 Click seal or scan QR Code for verification; otherwise not valid.



TOLAR		TOLAR MANUFACTURING COMPANY, INC	
258 Mariah Circle, Corona CA. 92879			
DESCRIPTION			PAGE: 4 of 4
CUSTOMER/VENDOR			REV
BLOOMINGTON, IN			
SIZE	MATL	VARIAS	DWG NO.
D			
SCALE	DATE	DRAWN BY:	
AS NOTED	10/8/2024	RFarr	

STRUCTURAL CALCULATIONS

FOR

52580-00

Bloomington, IN

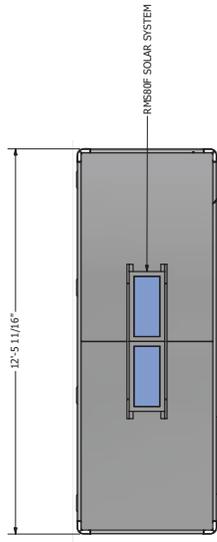


SealPact 2025-01-09 16:58:51 EST
Click seal or scan QR Code for
verification; otherwise not valid.

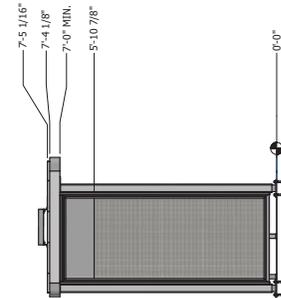
The following calculations have
been prepared by me or under
my direct supervision

GENERAL NOTES:

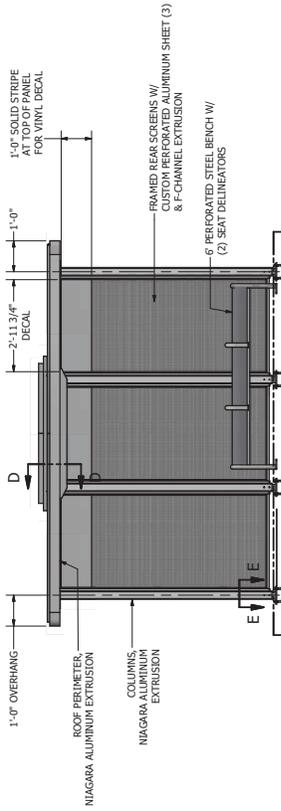
1. ALL STRUCTURAL STEEL UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL WELDING SHALL BE PERFORMED BY WELDERS WHO ARE LICENSED AND CERTIFIED TO THE APPLICABLE CODES AND SPECIFICATIONS.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. ALL WELDING SHALL BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 1-10.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.
7. ALL CORPORATE PROCEDURES, INCLUDING FABRICATION, MUST BE IN COMPLIANCE WITH THE APPLICABLE CODES AND SPECIFICATIONS.
8. THE CONCRETE PAD SIZE SHOWN DO NOT INCLUDE ADA CLEAR PATH REQUIREMENTS.



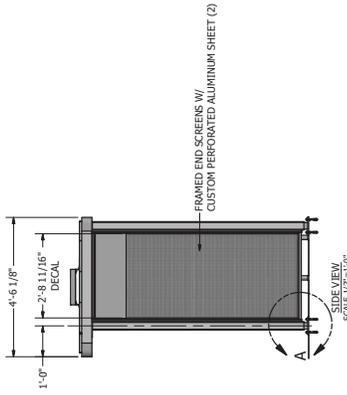
TOP VIEW
SCALE 1/2"=1'-0"



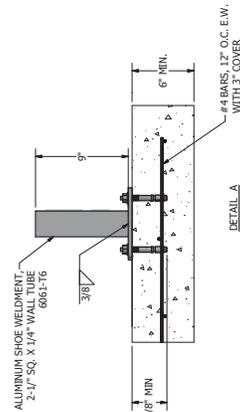
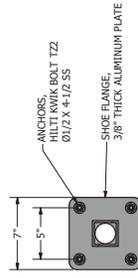
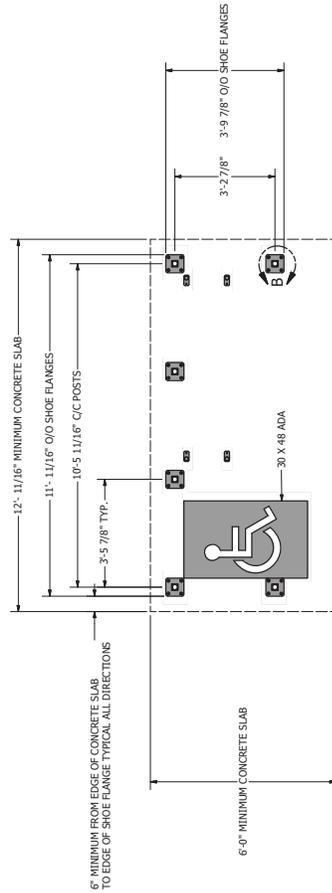
SIDE VIEW
SCALE 1/2"=1'-0"



FRONT VIEW
SCALE 1/2"=1'-0"



SIDE VIEW
SCALE 1/2"=1'-0"



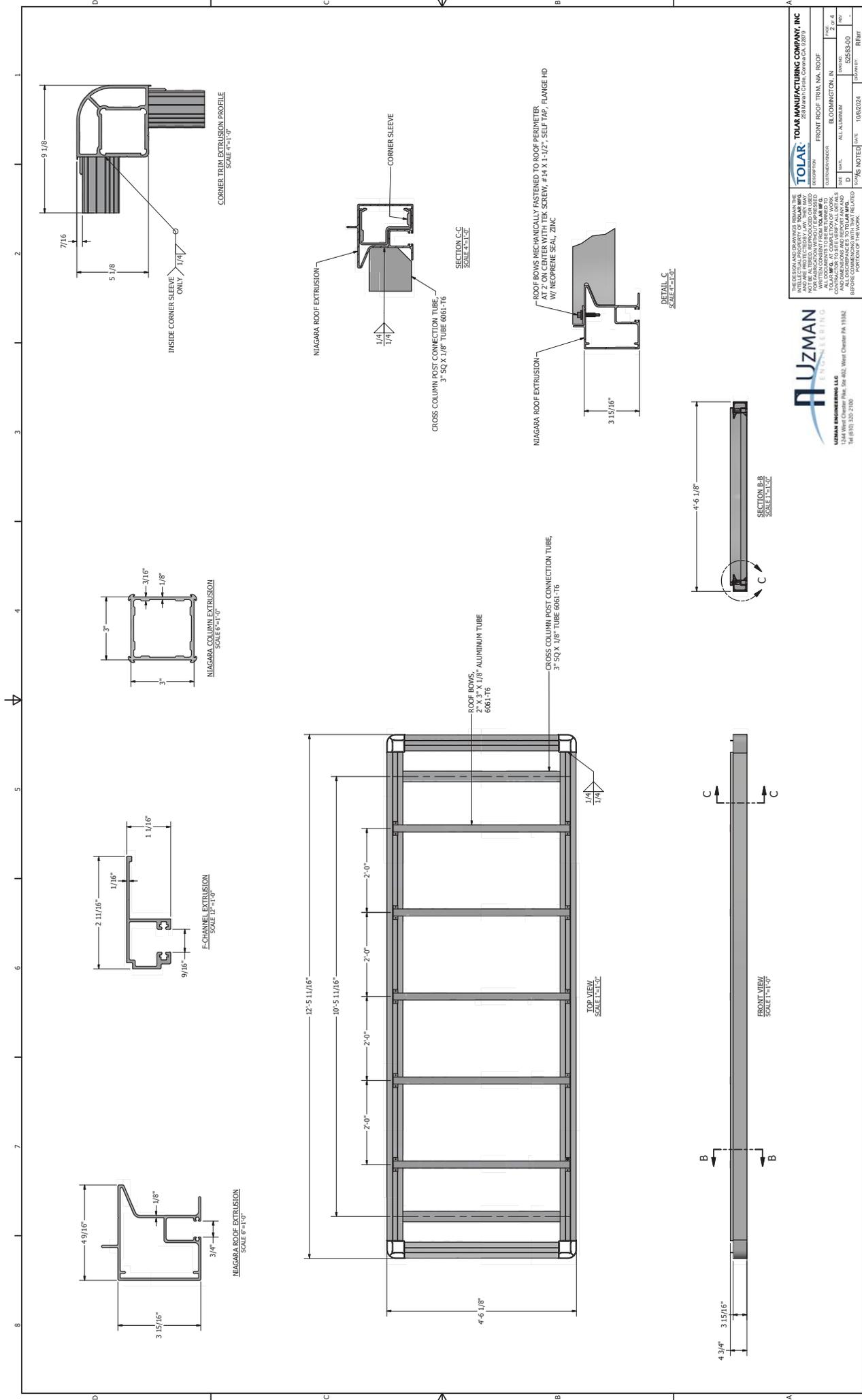
DETAIL A
SCALE 2"=1'-0"

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Tel: (610) 330-2100

TOLAR
TOLAR MANUFACTURING COMPANY, INC.
205 West Creek, Corona CA, 92879

PROJECT:	12X50NANASOLAR
OWNER:	B. COLINGTON, INC.
DATE:	10/8/2024
SCALE:	AS SHOWN
DRAWN BY:	525B040
CHECKED BY:	
DATE:	

FORMS NOTE: DATE 10/8/2024



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ALL DIMENSIONS TO BE REFERENCED TO THE CENTERLINE UNLESS OTHERWISE SPECIFIED.	
CONTRACTOR TO VERIFY ALL DETAILS AND DIMENSIONS TO TOLAR MANUFACTURING COMPANY, INC. BEFORE PROCEEDING WITH FABRICATION.	
ALL DIMENSIONS TO TOLAR MANUFACTURING COMPANY, INC. SHALL BE THE FINAL PORTION OF THE WORK.	
DESIGNER TOLAR MANUFACTURING COMPANY, INC. 205 North Creek, Corona, CA, 92879	DATE 10/26/2024
PROJECT FRONT ROOF TRIM, NIA, ROOF	DRAWING NO. 525E5-040
CUSTOMER B. COLLINGTON, INC.	DATE 10/26/2024
SCALE ALL DIMENSIONS	PROJECT NO. 525E5-040
DATE 10/26/2024	PROJECT NO. 525E5-040
SCALE 1"=1'-0"	PROJECT NO. 525E5-040
SCALE 1"=1'-0"	PROJECT NO. 525E5-040

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 Tel: (610) 330-2100

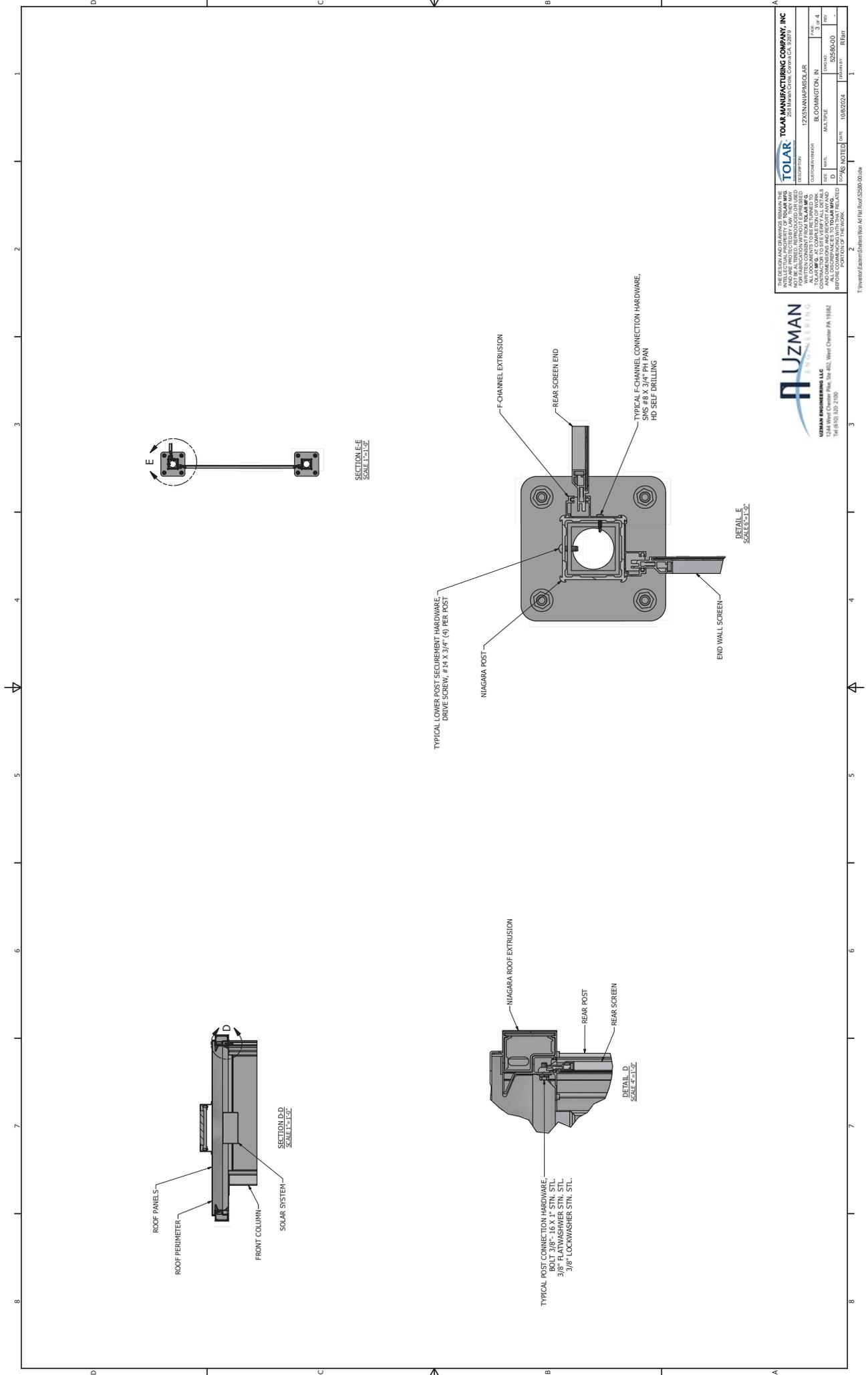
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SECTION D-D
SCALE 1/2"=1'-0"

ROOF PANELS
ROOF PERIMETER
FRONT COLUMN
SOLAR SYSTEM

SECTION E-E
SCALE 1/2"=1'-0"

TYPICAL LOWER POST SECUREMENT HARDWARE
— DRIVE SCREW, # 4 X 3/8" (6) PER POST

DETAIL D-D
SCALE 1/2"=1'-0"

TYPICAL POST CONNECTION HARDWARE,
3/8" FLAT WASHER, STN. STL.
3/8" LOCKWASHER, STN. STL.

NIAGARA ROOF EXTRUSION
REAR POST
REAR SCREEN

DETAIL E-E
SCALE 1/2"=1'-0"

TYPICAL LOWER POST SECUREMENT HARDWARE,
— DRIVE SCREW, # 4 X 3/8" (6) PER POST

NIAGARA POST

F-CHANNEL EXTRUSION
REAR SCREEN END
TYPICAL F-CHANNEL CONNECTION HARDWARE,
SMS #8 X 3/4" PH PAN
HD SELF DRILLING
END WALL SCREEN

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TOLAR TOLAR MANUFACTURING COMPANY, INC.
205 North Creek, Corona CA, 92879

DESCRIPTION: T2X24X14X1/8 SOLAR

CUSTOMER: BLOOMINGTON, IN

DATE: 10/18/2024

DRAWN BY: J. A. ...

CHECKED BY: ...

DATE: 10/18/2024

PROJECT: ...

DATE: 10/18/2024

BY: ...

NUZMAN
ENGINEERING

NUZMAN ENGINEERING LLC
10000 N. Meridian Rd. Ste. 400, West Chester PA 19382
Tel: (610) 330-2100

1
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ALL WORKMANS TO BE REFERRED TO THE CONTRACTOR TO OBTAIN ALL DETAILS AND SPECIFICATIONS TO BE PROVIDED TO TOLAR MANUFACTURING COMPANY, INC. BY THE CONTRACTOR.

DATE: 10/8/2024
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DESIGNED BY: [Name]
 PROJECT NO: [Number]

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 CONSULTING ENGINEERS

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 O: 610.320.2100

JOB TITLE 52580-00

Tolar Manufacturing

JOB NO. IN0245

SHEET NO.

CALCULATED BY HMW

DATE 1/9/25

CHECKED BY

DATE

www.struware.com

Code Search

Code: International Building Code 2012

Occupancy:

Occupancy Group = A Assembly

Risk Category & Importance Factors:

Risk Category = II
 Wind factor = 1.00
 Snow factor = 1.00
 Seismic factor = 1.00

Type of Construction:

Fire Rating:
 Roof = 0.0 hr
 Floor = 0.0 hr

Building Geometry:

Roof angle (θ) 0.00 / 12 0.0 deg
 Building length 12.5 ft
 Least width 4.5 ft
 Mean Roof Ht (h) 7.3 ft
 Parapet ht above grd 0.0 ft
 Minimum parapet ht 0.0 ft

Live Loads:

Roof 0 to 200 sf: 20 psf
 200 to 600 sf: 24 - 0.02Area, but not less than 12 psf
 over 600 sf: 12 psf

Floor:

Typical Floor
 Partitions N/A
 Partitions N/A
 Partitions N/A
 Partitions N/A

Wind Loads : ASCE 7- 10

Ultimate Wind Speed	110 mph
Nominal Wind Speed	85.2 mph
Risk Category	II
Exposure Category	C
Enclosure Classif.	Partially Enclosed
Internal pressure	+/-0.55
Directionality (Kd)	0.85
Kh case 1	0.849
Kh case 2	0.849
Type of roof	Monoslope

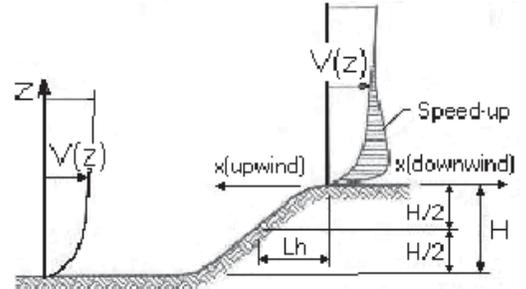
Topographic Factor (Kzt)

Topography	Flat
Hill Height (H)	80.0 ft
Half Hill Length (Lh)	100.0 ft
Actual H/Lh =	0.80
Use H/Lh =	0.50
Modified Lh =	160.0 ft
From top of crest: x =	50.0 ft
Bldg up/down wind?	downwind

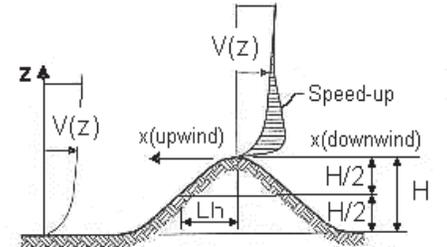
H/Lh = 0.50	K ₁ = 0.000
x/Lh = 0.31	K ₂ = 0.792
z/Lh = 0.09	K ₃ = 1.000

At Mean Roof Ht:

$$Kzt = (1+K_1K_2K_3)^2 = 1.00$$



ESCARPMENT



2D RIDGE or 3D AXISYMMETRICAL HILL

Gust Effect Factor

h =	7.3 ft
B =	4.5 ft
/z (0.6h) =	15.0 ft

Flexible structure if natural frequency < 1 Hz (T > 1 second).
 If building h/B > 4 then may be flexible and should be investigated.
 h/B = 1.63

G = 0.85 Using rigid structure default

Rigid Structure

\bar{e} =	0.20
ξ =	500 ft
Z _{min} =	15 ft
c =	0.20
g _Q , g _v =	3.4
L _z =	427.1 ft
Q =	0.97
I _z =	0.23
G =	0.91 use G = 0.85

Flexible or Dynamically Sensitive Structure

34 rcy (η ₁) =	0.0 Hz		
Damping ratio (β) =	0		
/b =	0.65		
/α =	0.15		
V _z =	92.9		
N ₁ =	0.00		
R _n =	0.000		
R _h =	28.282	η =	0.000
R _B =	28.282	η =	0.000
R _L =	28.282	η =	0.000
g _R =	0.000		
R =	0.000		
G _f =	0.000		
		h =	7.3 ft

Wind Loads - MWFRS all h (Except for Open Buildings)

Kh (case 2) =	0.85	h =	7.3 ft	GC _{pi} =	+/-0.55
Base pressure (q _n) =	22.4 psf	ridge ht =	7.3 ft	G =	0.85
Roof Angle (θ) =	0.0 deg	Bldg length =	12.5 ft	z for q _i :	7.3 ft
Roof tributary area - (h/2)*L:	46 sf	width =	4.5 ft	q _i =	22.4 psf for positive internal pressures
(h/2)*w:	16 sf				

Ultimate Wind Surface Pressures (psf)

Surface	Wind Normal to Ridge				Wind Parallel to Ridge				
	B/L = 0.36		h/L = 1.63		L/B = 2.78		h/L = 0.59		
	C _p	q _n GC _p	w/+q _i GC _{pi}	w/-q _i GC _{pi}	Dist.*	C _p	q _n GC _p	w/+q _i GC _{pi}	w/-q _i GC _{pi}
Windward Wall (WW)	0.80	15.2	see table below			0.80	15.2	see table below	
Leeward Wall (LW)	-0.50	-9.5	-21.8	2.8		-0.26	-5.0	-17.3	7.3
Side Wall (SW)	-0.70	-13.3	-25.6	-1.0		-0.70	-13.3	-25.6	-1.0
Leeward Roof (LR)	**				Included in windward roof				
Neg Windward Roof: 0 to h/2*	-1.30	-24.7	-37.0	-12.4	0 to h/2*	-0.97	-18.4	-30.7	-6.1
> h/2*	-0.70	-13.3	-25.6	-1.0	h/2 to h*	-0.87	-16.4	-28.7	-4.1
					h to 2h*	-0.53	-10.2	-22.4	2.1
Pos/min windward roof press.	-0.18	-3.4	-15.7	8.9	Min press.	-0.18	-3.4	-15.7	8.9

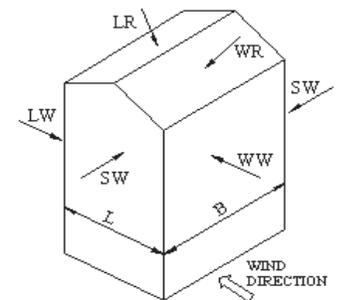
**Roof angle < 10 degrees. Therefore, leeward roof is included in windward roof pressure zones.

*Horizontal distance from windward edge

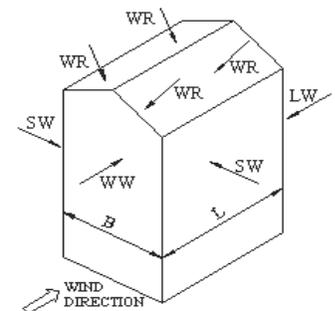
For monoslope roofs, entire roof surface is either windward or leeward surface.

Windward Wall Pressures at "z" (psf)

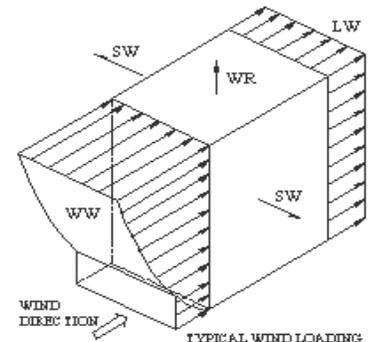
z	K _z	K _{zt}	Windward Wall			Combined WW + LW	
			q _z GC _p	w/+q _i GC _{pi}	w/-q _i GC _{pi}	Normal to Ridge	Parallel to Ridge
h = 0 to 15'	0.85	1.00	15.2	2.9	27.5	24.7	20.2



WIND NORMAL TO RIDGE



WIND PARALLEL TO RIDGE



TYPICAL WIND LOADING

NOTE:

See figure in ASCE7 for the application of full and partial loading of the above wind pressures. There are 4 different loading cases.

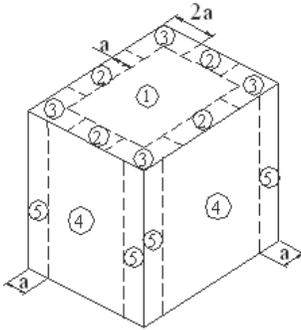
Parapet

z	K _z	K _{zt}	q _p (psf)
0.0 ft	0.85	1.00	0.0

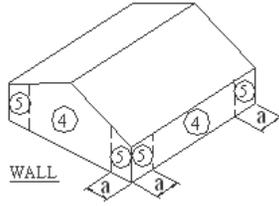
Windward parapet: 0.0 psf (GC_pn = +1.5)
 Leeward parapet: 0.0 psf (GC_pn = -1.0)

Windward roof overhangs (add to windward roof pressure) : 15.2 psf (upward)

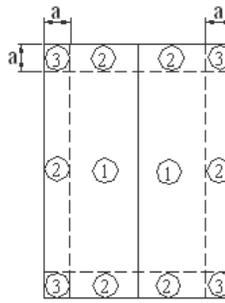
Location of C&C Wind Pressure Zones - ASCE 7-10 & earlier



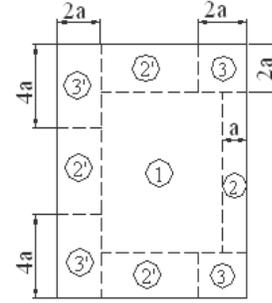
Roofs w/ $\theta \leq 10^\circ$
and all walls
 $h > 60'$



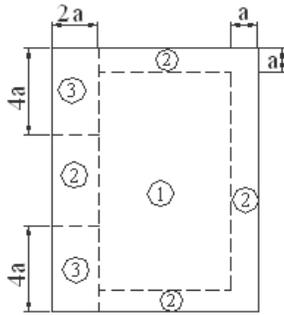
Walls $h \leq 60'$
& alt design $h < 90'$



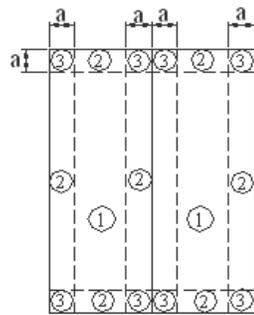
Gable, Sawtooth and
Multispan Gable $\theta \leq 7$ degrees &
Monoslope ≤ 3 degrees
 $h \leq 60'$ & alt design $h < 90'$



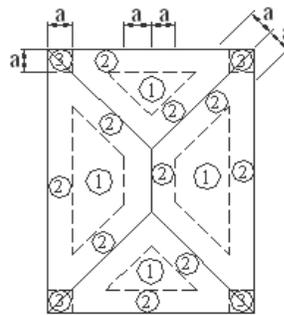
Monoslope roofs
 $3^\circ < \theta \leq 10^\circ$
 $h \leq 60'$ & alt design $h < 90'$



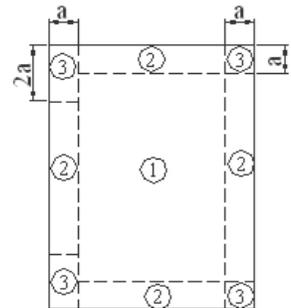
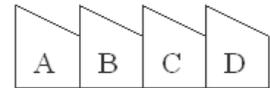
Monoslope roofs
 $10^\circ < \theta \leq 30^\circ$
 $h \leq 60'$ & alt design $h < 90'$



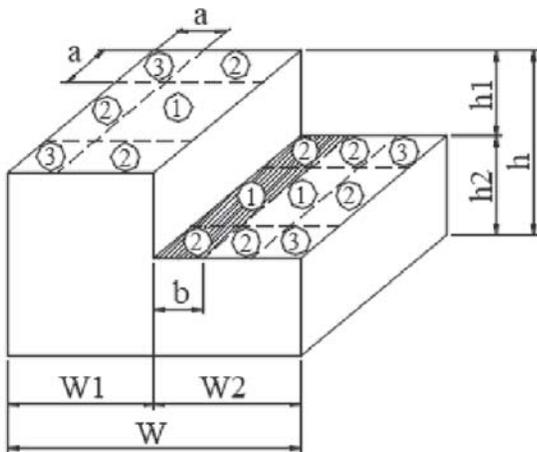
Multispan Gable &
Gable $7^\circ < \theta \leq 45^\circ$



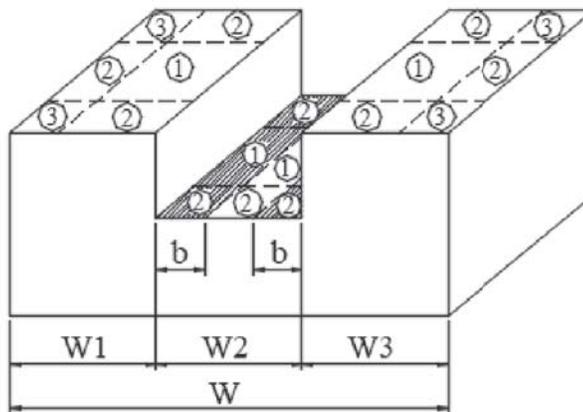
Hip $7^\circ < \theta \leq 27^\circ$



Sawtooth $10^\circ < \theta \leq 45^\circ$
 $h \leq 60'$ & alt design $h < 90'$



Stepped roofs $\theta \leq 3^\circ$
 $h \leq 60'$ & alt design $h < 90'$



Snow Loads : ASCE 7-10

Nominal Snow Forces

Roof slope	=	0.0 deg
Horiz. eave to ridge dist (W)	=	4.5 ft
Roof length parallel to ridge (L)	=	12.5 ft
Type of Roof		Monoslope
Ground Snow Load	Pg =	20.0 psf
Risk Category	=	II
Importance Factor	I =	1.0
Thermal Factor	Ct =	1.20
Exposure Factor	Ce =	1.0
Pf = 0.7*Ce*Ct*I*Pg	=	16.8 psf
Unobstructed Slippery Surface		yes
Sloped-roof Factor	Cs =	1.00
Balanced Snow Load	=	16.8 psf
Rain on Snow Surcharge Angle		0.09 deg
Code Maximum Rain Surcharge		5.0 psf
Rain on Snow Surcharge	=	5.0 psf
Ps plus rain surcharge	=	21.8 psf
Minimum Snow Load	Pm =	20.0 psf
Uniform Roof Design Snow Load	=	21.8 psf

Near ground level surface balanced snow load = **20.0 psf**

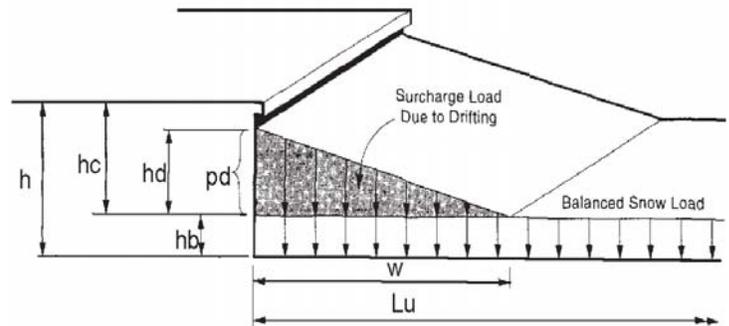
NOTE: Alternate spans of continuous beams shall be loaded with half the design roof snow load so as to produce the greatest possible effect - see code for loading diagrams and exceptions for gable roofs..

Windward Snow Drifts 1 - Against walls, parapets, etc

Up or downwind fetch	lu =	0.0 ft
Projection height	h =	0.0 ft
Projection width/length	lp =	0.0 ft
Snow density	g =	16.6 pcf
Balanced snow height	hb =	1.01 ft
	hd =	0.92 ft
	hc =	-1.01 ft
hc/hb < 0.2 = -1.0	lp < 15', drift not req'd	
Drift height (hc)	=	0.00 ft
Drift width	w =	-8.10 ft
Surcharge load:	pd = $\gamma \cdot hd$ =	0.0 psf
Balanced Snow load:	=	16.8 psf
		16.8 psf

Windward Snow Drifts 2 - Against walls, parapets, etc

Up or downwind fetch	lu =	0.0 ft
Projection height	h =	0.0 ft
Projection width/length	lp =	0.0 ft
Snow density	g =	16.6 pcf
Balanced snow height	hb =	1.01 ft
	hd =	0.92 ft
	hc =	-1.01 ft
hc/hb < 0.2 = -1.0	lp < 15', drift not req'd	
Drift height (hc)	=	0.00 ft
Drift width	w =	-8.10 ft
Surcharge load:	pd = $\gamma \cdot hd$ =	0.0 psf
Balanced Snow load:	=	16.8 psf
		16.8 psf





A: 1244 West Chester Pike, Suite 402, West Chester, PA 19382
 O: 610.320.2100

JOB TITLE 52580-00

Tolar Manufacturing

JOB NO. IN0245

SHEET NO.

CALCULATED BY HMW

DATE 1/9/25

CHECKED BY

DATE

Design Loads:

D = 10.0 psf
 Lr = 20.0 psf
 S = 21.8 psf
 W = -37.0 psf 16.0 psf
 W C&C = -74.9 psf 19.0 psf

Aluminium Type:

6063-T5

F_y = 22,000 psi
 E = 10,100,000 psi

Tube Alum Type:

6061-T6

F_y = 35,000 psi
 E = 10,100,000 psi

Sheet Alum Type:

5052-H32

F_y = 23,000 psi
 E = 10,100,000 psi

Load Combinations:

D+Lr = 30.0 psf
 D+S = 31.8 psf
 D+0.6W = 19.6 psf 21.4 psf
 D+0.75Lr+0.45W = 32.2 psf 33.5 psf
 D+0.75S+0.45W = 33.6 psf 34.9 psf
 0.6D+0.6W = -16.2 psf -38.9 psf

Roof Sheet:

L = 2.0 ft
 Trib Width = 1.00 ft
 Mmax = 19.46 ft-lb
 Vmax = 38.93 lb
 I = 0.00195 in⁴
 y = 0.0625 in
 S = 0.031 in³

F_y = 12,331 psi OK

Limit = 0.400 in L/60
 D = 0.107 in OK

Section = 1/8" Sheet

Roof Bows:

L = 4.5 ft
 Trib Width = 2.00 ft
 Mmax = 169.85 ft-lb
 Vmax = 150.98 lb
 I = 1.47 in⁴
 y = 1.5 in
 S = 0.980 in³

F_y = 3,432 psi OK

Limit = 0.900 in L/60
 D = 0.042 in OK

Section = 2x3x1/8 Tube

Perimeter Roof Beam:

L = 10.50 ft
 Trib Width = 2.25 ft
 Mmax = 1040.31 ft-lb
 Vmax = 396.31 lb
 I = 5.028 in⁴
 y = 2.59145 in
 S = 1.940 in³

F_y = 10617 psi OK 30.33%

Limit = 2.100 in L/120
 D = 0.407 in OK 19.36%

Section = Niagara Roof Extrusion



A: 1244 West Chester Pike, Suite 402, West Chester, PA 19382
O: 610.320.2100

JOB TITLE 52580-00

Tolar Manufacturing

JOB NO. IN0245

SHEET NO.

CALCULATED BY HMW

DATE 1/9/25

CHECKED BY

DATE

Perimeter Roof Lateral:

L = 3.50 ft
Trib Width = 3.50 ft

Mmax = 147.34 ft-lb
Vmax = 168.39 lb
I = 4.02 in⁴
y = 2.58 in
S = 1.599 in³

Fy = 1,869 psi OK

Limit = 0.350 in L/120
D = 0.008 in OK

Section = Niagara Roof Extrusion

Column Connection Tube:

L = 3.25 ft
P = 396.31 lb
a = 1.25 ft

Mmax = 495.39 ft-lb
Vmax = 548.74 lb
I = 1.98 in⁴
y = 1.50 in
S = 1.320 in³

Fy = 7,431 psi OK

Limit = 0.223 in L/175
D = 0.047 in OK

Section = 3x3x1/8 Tube

Corner Column

Niagara Column Extrusion

Height = 7.00 ft
 Trib Width = 1.75 ft
 Trib Depth = 1.63 ft
 Defl Limit = $L/170 = 0.49$ in
 DL = 0 psf
 WL = 15 psf
 W_{total} = 26 psf
 End Rxn's = 182 lbs
 Moment = 159 ft-lb = 1906 in-lb
 Provided OK?
 S_x >= 0.1 in³ 1.60 in³ OK
 I_x >= 0.1 in⁴ 2.59 in⁴ OK
 Axial Force = 549 lb
 Moment M_x = 159 lb-ft
 Moment M_y = 147 lb-ft

k = 1 F_{ex} = 20343.5 psi
 L_x = 7.00 ft l = 70
 L_y = 7 ft F_{cy} = 22,000 psi
 r_x = 1.2 in B_c = 22108
 r_y = 1.2 in D_c = 103
 kL/r_x = 70 C_c = 88
 kL/r_y = 70 I₁ = 1
 I₂ = 88

Limit State = INELASTIC BUCKLING

F_c = 13091.4 psi
 A_g = 1.8 in²
 P_{nc} = 14258.2 lb
 F_b = 13333 psi
 S_{xc} = 1.60 in³
 M_{nx} = 1776 lb-ft
 S_{yc} = 1.60 in³
 M_{ny} = 1776 lb-ft

Interaction 0.21 <= 1 OK

Center Column

Niagara Column Extrusion

Height = 7.00 ft
 Trib Width = 3.50 ft
 Trib Depth = 0.00 ft
 Defl Limit = $L/170 = 0.49$ in
 DL = 0 psf
 WL = 15 psf
 W_{total} = 52 psf
 End Rxn's = 363 lbs
 Moment = 318 ft-lb = 3812 in-lb
 Provided OK?
 S_x >= 0.3 in³ 1.60 in³ OK
 I_x >= 0.2 in⁴ 2.59 in⁴ OK
 Axial Force = 1097 lb
 Moment M_x = 318 lb-ft
 Moment M_y = 0 lb-ft

k = 1 F_{ex} = 20343.5 psi
 L_x = 7.00 ft l = 70
 L_y = 7 ft F_{cy} = 22,000 psi
 r_x = 1.2 in B_c = 22108
 r_y = 1.2 in D_c = 103
 kL/r_x = 70 C_c = 88
 kL/r_y = 70 I₁ = 1
 I₂ = 88

Limit State = INELASTIC BUCKLING

F_c = 13091.4 psi
 A_g = 1.8 in²
 P_{nc} = 14258.2 lb
 F_b = 13333 psi
 S_{xc} = 1.60 in³
 M_{nx} = 1776 lb-ft
 S_{yc} = 1.60 in³
 M_{ny} = 1776 lb-ft

Interaction 0.26 <= 1 OK



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Base Plate Design:

P =	549 lb	Area =	14.0625 ft ²		
Bearing Area =	49.0 in ²	Uplift =	520.2 lb		
Moment =	14390 lb-in				
f _{brg} =	179 psi	OK		t =	0.36 in
F _{brg} =	1,600 psi			Actual t =	0.375 in
					OK

Anchor Loads:

	Corner:		Center:
Area =	14.0625 ft ²	Area =	9.375 ft ²
Uplift =	-520 lb	Uplift =	-347 lb
Shear X =	303 lb	Shear X =	605 lb
Shear Y =	280.9 lb	Shear Y =	0.0 lb

Roof Sheet to Roof Framing Connection:

Max Uplift = 77.85 lb
 # fasteners = 1 @ 12" o.c.
 Pullout/fastener = 77.8501 lb
 Allowable Pullout = 237 lb OK

#14 TEK Screws

Roof Bow to Perimeter Connection:

Max Uplift = 145.75 lb
 # fasteners = 2
 Pullout/fastener = 72.8745 lb
 Allowable Pullout = 237 lb OK

#14 TEK Screws

Rear Perimeter to Column Connection:

Max Uplift = 664.67 lb
 # fasteners = 2
 Pullout/fastener = 332.337 lb
 Fastener Bearing = 1442.31 lb
 Fastener Shear Capacity = 813.75 lb
 Allowable Shear = 813.75 lb OK

3/8" Machine Screws

Rear Perimeter to Column Connection:

Max Shear = 396.31 lb
 # fasteners = 2
 Shear/fastener = 198.155 lb
 Fastener Bearing = 1442.31 lb
 Fastener Shear Capacity = 813.75 lb
 Allowable Shear = 813.75 lb OK

3/8" Machine Screws



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Perimeter to Connection Tube Connection:

1/4" Fillet Weld Both Sides

Filler Metal:

Fnw = 12240 psi
 Sw = 4 16ths
 Swe = 0.17675 in
 Lwe = 4 in
 Awe = 0.707 in²

Weld Strength = 4437.78 lb
 Max Shear = 396.31 lb OK

Column to Base Tube Connection:

#14 TEK Screws

Max Shear = 478.8 lb
 # fasteners = 4
 Shear/fastener = 119.692 lb
 Allowable Shear = 344 lb OK

Base Tube to Base Plate Connection:

3/8" Fillet Weld One Side

Filler Metal:

Fnw = 12240 psi
 Sw = 6 16ths
 Swe = 0.26513 in
 Lwe = 4 in
 Awe = 1.0605 in²

Weld Strength = 6656.68 lb
 Max Shear = 363.05 lb OK

General Footing

Project File: slab.ec6

LIC# : KW-06016543, Build:20.23.09.30

UZMAN ENGINEERING

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DESCRIPTION: Concrete Slab

Code References

Calculations per ACI 318-14, IBC 2018, CBC 2019, ASCE 7-16
 Load Combinations Used : IBC 2021

General Information

Material Properties

f _c : Concrete 28 day strength	=	2.50 ksi
f _y : Rebar Yield	=	60.0 ksi
E _c : Concrete Elastic Modulus	=	3,122.0 ksi
Concrete Density	=	145.0 pcf
φ Values Flexure	=	0.90
Shear	=	0.750

Soil Design Values

Allowable Soil Bearing	=	1.50 ksf
Soil Density	=	110.0 pcf
Increase Bearing By Footing Weight	=	No
Soil Passive Resistance (for Sliding)	=	250.0 pcf
Soil/Concrete Friction Coeff.	=	0.30

Analysis Settings

Min Steel % Bending Reinf.	=	
Min Allow % Temp Reinf.	=	0.00180
Min. Overturning Safety Factor	=	1.0 : 1
Min. Sliding Safety Factor	=	1.0 : 1
Add Ftg Wt for Soil Pressure	:	Yes
Use ftg wt for stability, moments & shears	:	Yes
Add Pedestal Wt for Soil Pressure	:	No
Use Pedestal wt for stability, mom & shear	:	No

Increases based on footing Depth

Footing base depth below soil surface	=	0.50 ft
Allow press. increase per foot of depth when footing base is below	=	ksf ft

Increases based on footing plan dimension

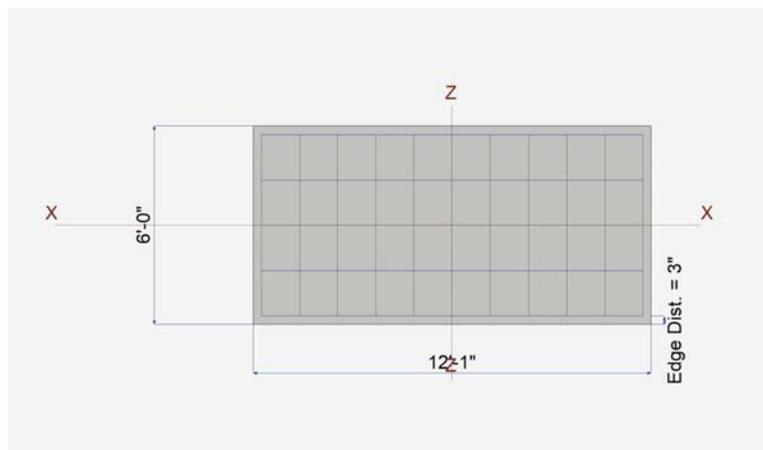
Allowable pressure increase per foot of depth when max. length or width is greater than	=	ksf ft
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Dimensions

Width parallel to X-X Axis	=	12.083 ft
Length parallel to Z-Z Axis	=	6.0 ft
Footing Thickness	=	6.0 in

Pedestal dimensions...

px : parallel to X-X Axis	=	in
pz : parallel to Z-Z Axis	=	in
Height	=	in
Rebar Centerline to Edge of Concrete... at Bottom of footing	=	3.0 in



Reinforcing

Bars parallel to X-X Axis	=	
Number of Bars	=	5
Reinforcing Bar Size	=	# 4
Bars parallel to Z-Z Axis	=	
Number of Bars	=	11
Reinforcing Bar Size	=	# 4

Bandwidth Distribution Check (ACI 15.4.4.2)

Direction Requiring Closer Separation

		Bars along Z-Z Axis
# Bars required within zone	=	66.4 %
# Bars required on each side of zone	=	33.6 %



Applied Loads

	D	L _r	L	S	W	E	H	
P : Column Load	=	0.5630	1.125		1.226	0.90		k
OB : Overburden	=							ksf
M-xx	=				7.072			k-ft
M-zz	=				2.526			k-ft
V-x	=				0.7220			k
V-z	=				2.021			k

Project Title:
 Engineer:
 Project ID:
 Project Descr:

General Footing

Project File: slab.ec6

LIC#: KW-06016543, Build:20.23.09.30

UZMAN ENGINEERING

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DESCRIPTION: Concrete Slab

DESIGN SUMMARY

Design OK

	Min. Ratio	Item	Applied	Capacity	Governing Load Combination
PASS	0.1026	Soil Bearing	0.1539 ksf	1.50 ksf	+D+0.60W about X-X axis
PASS	2.494	Overturing - X-X	4.850 k-ft	12.094 k-ft	+0.60D+0.60W
PASS	14.061	Overturing - Z-Z	1.732 k-ft	24.356 k-ft	+0.60D+0.60W
PASS	3.225	Sliding - X-X	0.4332 k	1.397 k	+0.60D+0.60W
PASS	1.309	Sliding - Z-Z	1.213 k	1.587 k	+0.60D+0.60W
PASS	n/a	Uplift	0.0 k	0.0 k	No Uplift
PASS	0.4267	Z Flexure (+X)	0.8974 k-ft/ft	2.103 k-ft/ft	+1.20D+1.60S+0.50W
PASS	0.3157	Z Flexure (-X)	0.6639 k-ft/ft	2.103 k-ft/ft	+1.20D+1.60S
PASS	0.2060	X Flexure (+Z)	0.4703 k-ft/ft	2.282 k-ft/ft	+1.20D+0.50S+W
PASS	0.1036	X Flexure (-Z)	0.2365 k-ft/ft	2.282 k-ft/ft	+0.90D+W
PASS	0.1025	1-way Shear (+X)	7.689 psi	75.0 psi	+1.20D+1.60S+0.50W
PASS	0.08043	1-way Shear (-X)	6.032 psi	75.0 psi	+1.20D+1.60S+0.50W
PASS	0.09240	1-way Shear (+Z)	6.930 psi	75.0 psi	+1.20D+0.50S+W
PASS	0.04255	1-way Shear (-Z)	3.191 psi	75.0 psi	+0.90D+W
PASS	0.5712	2-way Punching	85.687 psi	150.0 psi	+1.20D+1.60S+0.50W

Detailed Results

Soil Bearing

Rotation Axis & Load Combination...	Gross Allowable	Xeccc	Zeccc (in)	Actual Soil Bearing Stress @ Location				Actual / Allow Ratio
				Bottom, -Z	Top, +Z	Left, -X	Right, +X	
X-X, D Only	1.50	n/a	0.0	0.08027	0.08027	n/a	n/a	0.054
X-X, +D+Lr	1.50	n/a	0.0	0.09578	0.09578	n/a	n/a	0.064
X-X, +D+S	1.50	n/a	0.0	0.09718	0.09718	n/a	n/a	0.065
X-X, +D+0.750Lr	1.50	n/a	0.0	0.09190	0.09190	n/a	n/a	0.061
X-X, +D+0.750S	1.50	n/a	0.0	0.09295	0.09295	n/a	n/a	0.062
X-X, +D+0.60W	1.50	n/a	9.151	0.02149	0.1539	n/a	n/a	0.103
X-X, +D+0.750Lr+0.450W	1.50	n/a	6.175	0.04782	0.1472	n/a	n/a	0.098
X-X, +D+0.750S+0.450W	1.50	n/a	6.110	0.04887	0.1482	n/a	n/a	0.099
X-X, +0.60D+0.60W	1.50	n/a	14.435	0.0	0.1231	n/a	n/a	0.082
X-X, +0.60D	1.50	n/a	0.0	0.04816	0.04816	n/a	n/a	0.032
Z-Z, D Only	1.50	0.0	n/a	n/a	n/a	0.08027	0.08027	0.054
Z-Z, +D+Lr	1.50	0.0	n/a	n/a	n/a	0.09578	0.09578	0.064
Z-Z, +D+S	1.50	0.0	n/a	n/a	n/a	0.09718	0.09718	0.065
Z-Z, +D+0.750Lr	1.50	0.0	n/a	n/a	n/a	0.09190	0.09190	0.061
Z-Z, +D+0.750S	1.50	0.0	n/a	n/a	n/a	0.09295	0.09295	0.062
Z-Z, +D+0.60W	1.50	3.269	n/a	n/a	n/a	0.07597	0.09946	0.066
Z-Z, +D+0.750Lr+0.450W	1.50	2.206	n/a	n/a	n/a	0.08868	0.1063	0.071
Z-Z, +D+0.750S+0.450W	1.50	2.182	n/a	n/a	n/a	0.08973	0.1073	0.072
Z-Z, +0.60D+0.60W	1.50	5.156	n/a	n/a	n/a	0.04386	0.06735	0.045
Z-Z, +0.60D	1.50	0.0	n/a	n/a	n/a	0.04816	0.04816	0.032

Overturing Stability

Rotation Axis & Load Combination...	Overturing Moment	Resisting Moment	Stability Ratio	Status
X-X, D Only	None	0.0 k-ft	Infinity	OK
X-X, +D+Lr	None	0.0 k-ft	Infinity	OK
X-X, +D+S	None	0.0 k-ft	Infinity	OK
X-X, +D+0.750Lr	None	0.0 k-ft	Infinity	OK
X-X, +D+0.750S	None	0.0 k-ft	Infinity	OK
X-X, +D+0.60W	4.850 k-ft	19.077 k-ft	3.934	OK
X-X, +D+0.750Lr+0.450W	3.637 k-ft	21.204 k-ft	5.830	OK
X-X, +D+0.750S+0.450W	3.637 k-ft	21.431 k-ft	5.892	OK
X-X, +0.60D+0.60W	4.850 k-ft	12.094 k-ft	2.494	OK
X-X, +0.60D	None	0.0 k-ft	Infinity	OK
Z-Z, D Only	None	0.0 k-ft	Infinity	OK
Z-Z, +D+Lr	None	0.0 k-ft	Infinity	OK

Project Title:
 Engineer:
 Project ID:
 Project Descr:

General Footing

Project File: slab.ec6

LIC# : KW-06016543, Build:20.23.09.30

UZMAN ENGINEERING

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DESCRIPTION: Concrete Slab

Overturing Stability

Rotation Axis & Load Combination...	Overturing Moment	Resisting Moment	Stability Ratio	Status
Z-Z, +D+S	None	0.0 k-ft	Infinity	OK
Z-Z, +D+0.750Lr	None	0.0 k-ft	Infinity	OK
Z-Z, +D+0.750S	None	0.0 k-ft	Infinity	OK
Z-Z, +D+0.60W	1.732 k-ft	38.419 k-ft	22.179	OK
Z-Z, +D+0.750Lr+0.450W	1.299 k-ft	42.70 k-ft	32.868	OK
Z-Z, +D+0.750S+0.450W	1.299 k-ft	43.158 k-ft	33.220	OK
Z-Z, +0.60D+0.60W	1.732 k-ft	24.356 k-ft	14.061	OK
Z-Z, +0.60D	None	0.0 k-ft	Infinity	OK

All units k

Sliding Stability

Force Application Axis Load Combination...	Sliding Force	Resisting Force	Stability Ratio	Status
X-X, D Only	0.0 k	1.933 k	No Sliding	OK
X-X, +D+Lr	0.0 k	2.271 k	No Sliding	OK
X-X, +D+S	0.0 k	2.301 k	No Sliding	OK
X-X, +D+0.750Lr	0.0 k	2.186 k	No Sliding	OK
X-X, +D+0.750S	0.0 k	2.209 k	No Sliding	OK
X-X, +D+0.60W	0.4332 k	2.095 k	4.837	OK
X-X, +D+0.750Lr+0.450W	0.3249 k	2.308 k	7.103	OK
X-X, +D+0.750S+0.450W	0.3249 k	2.331 k	7.173	OK
X-X, +0.60D+0.60W	0.4332 k	1.397 k	3.225	OK
X-X, +0.60D	0.0 k	1.235 k	No Sliding	OK
Z-Z, D Only	0.0 k	2.123 k	No Sliding	OK
Z-Z, +D+Lr	0.0 k	2.461 k	No Sliding	OK
Z-Z, +D+S	0.0 k	2.491 k	No Sliding	OK
Z-Z, +D+0.750Lr	0.0 k	2.376 k	No Sliding	OK
Z-Z, +D+0.750S+0.450W	0.9095 k	2.521 k	2.772	OK
Z-Z, +0.60D+0.60W	1.213 k	1.587 k	1.309	OK
Z-Z, +0.60D	0.0 k	1.425 k	No Sliding	OK
Z-Z, +D+0.750S	0.0 k	2.399 k	No Sliding	OK
Z-Z, +D+0.60W	1.213 k	2.285 k	1.885	OK
Z-Z, +D+0.750Lr+0.450W	0.9095 k	2.498 k	2.747	OK

Footing Flexure

Flexure Axis & Load Combination	Mu k-ft	Side	Tension Surface	As Req'd in^2	Gvrn. As in^2	Actual As in^2	Phi*Mn k-ft	Status
X-X, +1.40D	0.04892	+Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.40D	0.04892	-Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+0.50Lr	0.07685	+Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+0.50Lr	0.07685	-Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+0.50S	0.07998	+Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+0.50S	0.07998	-Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+1.60Lr	0.1537	+Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+1.60Lr	0.1537	-Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+1.60Lr+0.50W	0.3488	+Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+1.60Lr+0.50W	0.01438	-Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+1.60S	0.1637	+Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+1.60S	0.1637	-Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+1.60S+0.50W	0.3588	+Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+1.60S+0.50W	0.02441	-Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+0.50Lr+W	0.4671	+Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+0.50Lr+W	0.2017	-Z	Top	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+0.50S+W	0.4703	+Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+0.50S+W	0.1986	-Z	Top	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+0.70S	0.09520	+Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +1.20D+0.70S	0.09520	-Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +0.90D+W	0.4324	+Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +0.90D+W	0.2365	-Z	Top	0.1296	AsMin	0.1821	2.282	OK
X-X, +0.90D	0.03145	+Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
X-X, +0.90D	0.03145	-Z	Bottom	0.1296	AsMin	0.1821	2.282	OK
Z-Z, +1.40D	0.1984	-X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.40D	0.1984	+X	Bottom	0.1296	AsMin	0.1667	2.103	OK

Project Title:
 Engineer:
 Project ID:
 Project Descr:

General Footing

Project File: slab.ec6

LIC# : KW-06016543, Build:20.23.09.30

UZMAN ENGINEERING

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DESCRIPTION: Concrete Slab

Footing Flexure

Flexure Axis & Load Combination	Mu k-ft	Side	Tension Surface	As Req'd in^2	Gvrn. As in^2	Actual As in^2	Phi*Mn k-ft	Status
Z-Z, +1.20D+0.50Lr	0.3117	-X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+0.50Lr	0.3117	+X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+0.50S	0.3244	-X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+0.50S	0.3244	+X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+1.60Lr	0.6232	-X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+1.60Lr	0.6232	+X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+1.60Lr+0.50W	0.6162	-X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+1.60Lr+0.50W	0.8567	+X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+1.60S	0.6639	-X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+1.60S	0.6639	+X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+1.60S+0.50W	0.6569	-X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+1.60S+0.50W	0.8974	+X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+0.50Lr+W	0.2977	-X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+0.50Lr+W	0.7788	+X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+0.50S+W	0.3104	-X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+0.50S+W	0.7915	+X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+0.70S	0.3861	-X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +1.20D+0.70S	0.3861	+X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +0.90D+W	0.1135	-X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +0.90D+W	0.5947	+X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +0.90D	0.1276	-X	Bottom	0.1296	AsMin	0.1667	2.103	OK
Z-Z, +0.90D	0.1276	+X	Bottom	0.1296	AsMin	0.1667	2.103	OK

One Way Shear

Load Combination...	Vu @ -X	Vu @ +X	Vu @ -Z	Vu @ +Z	Vu:Max	Phi Vn	Vu / Phi*Vn	Status
+1.40D	1.75 psi	1.75 psi	0.83 psi	0.83 psi	1.75 psi	75.00 psi	0.02	OK
+1.20D+0.50Lr	2.75 psi	2.75 psi	1.31 psi	1.31 psi	2.75 psi	75.00 psi	0.04	OK
+1.20D+0.50S	2.86 psi	2.86 psi	1.36 psi	1.36 psi	2.86 psi	75.00 psi	0.04	OK
+1.20D+1.60Lr	5.50 psi	5.50 psi	2.62 psi	2.62 psi	5.50 psi	75.00 psi	0.07	OK
+1.20D+1.60Lr+0.50W	5.67 psi	7.33 psi	0.79 psi	5.40 psi	7.33 psi	75.00 psi	0.10	OK
+1.20D+1.60S	5.86 psi	5.86 psi	2.79 psi	2.79 psi	5.86 psi	75.00 psi	0.08	OK
+1.20D+1.60S+0.50W	6.03 psi	7.69 psi	0.96 psi	5.57 psi	7.69 psi	75.00 psi	0.10	OK
+1.20D+0.50Lr+W	3.10 psi	6.41 psi	2.35 psi	6.88 psi	6.88 psi	75.00 psi	0.09	OK
+1.20D+0.50S+W	3.21 psi	6.52 psi	2.30 psi	6.93 psi	6.93 psi	75.00 psi	0.09	OK
+1.20D+0.70S	3.41 psi	3.41 psi	1.62 psi	1.62 psi	3.41 psi	75.00 psi	0.05	OK
+0.90D+W	1.47 psi	4.78 psi	3.19 psi	6.21 psi	6.21 psi	75.00 psi	0.08	OK
+0.90D	1.13 psi	1.13 psi	0.54 psi	0.54 psi	1.13 psi	75.00 psi	0.02	OK

Two-Way "Punching" Shear

All units k

Load Combination...	Vu	Phi*Vn	Vu / Phi*Vn	Status
+1.40D	21.88 psi	150.00 psi	0.1458	OK
+1.20D+0.50Lr	34.36 psi	150.00 psi	0.2291	OK
+1.20D+0.50S	35.77 psi	150.00 psi	0.2384	OK
+1.20D+1.60Lr	68.71 psi	150.00 psi	0.4581	OK
+1.20D+1.60Lr+0.50W	81.20 psi	150.00 psi	0.5413	OK
+1.20D+1.60S	73.20 psi	150.00 psi	0.488	OK
+1.20D+1.60S+0.50W	85.69 psi	150.00 psi	0.5712	OK
+1.20D+0.50Lr+W	59.34 psi	150.00 psi	0.3956	OK
+1.20D+0.50S+W	60.75 psi	150.00 psi	0.405	OK
+1.20D+0.70S	42.57 psi	150.00 psi	0.2838	OK
+0.90D+W	39.05 psi	150.00 psi	0.2603	OK
+0.90D	14.06 psi	150.00 psi	0.09376	OK

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Specifier's comments:

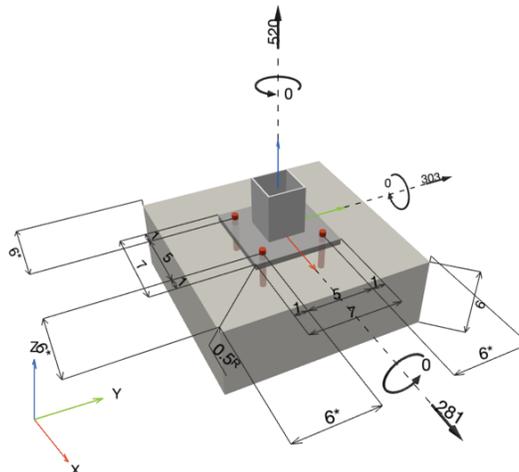
1 Input data

Anchor type and diameter:	Kwik Bolt TZ2 - SS 316 1/2 (2 1/2) hnom2
Item number:	2210265 KB-TZ2 1/2x4 1/2 SS316
Specification text:	Hilti \varnothing 1/2 in Kwik Bolt TZ2 - SS 316 with 3 in nominal embedment depth per ICC-ES ESR-4266 , Hammer drilled installation per MPII
Effective embedment depth:	$h_{ef,act} = 2.500$ in., $h_{nom} = 3.000$ in.
Material:	AISI 316
Evaluation Service Report:	ESR-4266
Issued Valid:	12/1/2023 12/1/2025
Proof:	Design Method ACI 318-19 / Mech
Shear edge breakout verification:	Row closest to edge (Case 3 only from ACI 318-19 Fig. R.17.7.2.1b)
Stand-off installation:	$e_b = 0.000$ in. (no stand-off); $t = 0.500$ in.
Anchor plate ^R :	$l_x \times l_y \times t = 7.000$ in. x 7.000 in. x 0.500 in.; (Recommended plate thickness: not calculated)
Profile:	Square HSS (AISC), HSS3X3X.125; (L x W x T) = 3.000 in. x 3.000 in. x 0.125 in.
Base material:	cracked concrete, 2500, $f_c' = 2,500$ psi; $h = 6.000$ in.
Installation:	Hammer drilled hole, Installation condition: Dry
Reinforcement:	tension: not present, shear: not present; no supplemental splitting reinforcement present edge reinforcement: none or < No. 4 bar



^R - The anchor calculation is based on a rigid anchor plate assumption.

Geometry [in.] & Loading [lb, in.lb]



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1.1 Design results

Case	Description	Forces [lb] / Moments [in.lb]	Seismic	Max. Util. Anchor [%]
1	Combination 1	N = 520; V _x = 281; V _y = 303; M _x = 0; M _y = 0; M _z = 0;	no	16

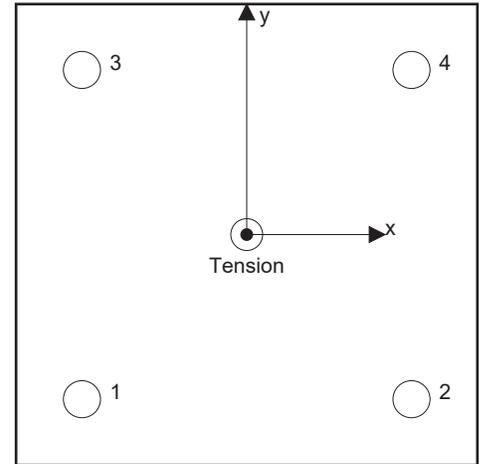
2 Load case/Resulting anchor forces

Anchor reactions [lb]

Tension force: (+Tension, -Compression)

Anchor	Tension force	Shear force	Shear force x	Shear force y
1	130	103	70	76
2	130	103	70	76
3	130	103	70	76
4	130	103	70	76

Max. concrete compressive strain: - [%]
 Max. concrete compressive stress: - [psi]
 Resulting tension force in (x/y)=(0.000/0.000): 520 [lb]
 Resulting compression force in (x/y)=(-/-): 0 [lb]



Anchor forces are calculated based on the assumption of a rigid anchor plate.

3 Tension load

	Load N _{ua} [lb]	Capacity ϕ N _n [lb]	Utilization $\beta_N = N_{ua} / \phi N_n$	Status
Steel Strength*	130	8,906	2	OK
Pullout Strength*	N/A	N/A	N/A	N/A
Concrete Breakout Failure**	520	7,494	7	OK

* highest loaded anchor **anchor group (anchors in tension)

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3.1 Steel Strength

N_{sa} = ESR value refer to ICC-ES ESR-4266
 $\phi N_{sa} \geq N_{ua}$ ACI 318-19 Table 17.5.2

Variables

$A_{se,N}$ [in. ²]	f_{uta} [psi]
0.10	120,404

Calculations

N_{sa} [lb]
11,875

Results

N_{sa} [lb]	ϕ_{steel}	ϕN_{sa} [lb]	N_{ua} [lb]
11,875	0.750	8,906	130

3.2 Concrete Breakout Failure

$$N_{cbg} = \left(\frac{A_{Nc}}{A_{Nc0}} \right) \psi_{ec,N} \psi_{ed,N} \psi_{c,N} \psi_{cp,N} N_b \quad \text{ACI 318-19 Eq. (17.6.2.1b)}$$

$$\phi N_{cbg} \geq N_{ua} \quad \text{ACI 318-19 Table 17.5.2}$$

A_{Nc} see ACI 318-19, Section 17.6.2.1, Fig. R 17.6.2.1(b)

$$A_{Nc0} = 9 h_{ef}^2 \quad \text{ACI 318-19 Eq. (17.6.2.1.4)}$$

$$\psi_{ec,N} = \left(\frac{1}{1 + \frac{2 e_N}{3 h_{ef}}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.6.2.3.1)}$$

$$\psi_{ed,N} = 0.7 + 0.3 \left(\frac{c_{a,min}}{1.5 h_{ef}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.6.2.4.1b)}$$

$$\psi_{cp,N} = \text{MAX} \left(\frac{c_{a,min}}{c_{ac}}, \frac{1.5 h_{ef}}{c_{ac}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.6.2.6.1b)}$$

$$N_b = k_c \lambda_a \sqrt{f'_c} h_{ef}^{1.5} \quad \text{ACI 318-19 Eq. (17.6.2.2.1)}$$

Variables

h_{ef} [in.]	$e_{c1,N}$ [in.]	$e_{c2,N}$ [in.]	$c_{a,min}$ [in.]	$\psi_{c,N}$
2.500	0.000	0.000	6.000	1.000
c_{ac} [in.]	k_c	λ_a	f'_c [psi]	
6.250	21	1.000	2,500	

Calculations

A_{Nc} [in. ²]	A_{Nc0} [in. ²]	$\psi_{ec1,N}$	$\psi_{ec2,N}$	$\psi_{ed,N}$	$\psi_{cp,N}$	N_b [lb]
156.25	56.25	1.000	1.000	1.000	1.000	4,150

Results

N_{cbg} [lb]	$\phi_{concrete}$	ϕN_{cbg} [lb]	N_{ua} [lb]
11,529	0.650	7,494	520



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4 Shear load

	Load V_{ua} [lb]	Capacity ϕV_n [lb]	Utilization $\beta_v = V_{ua} / \phi V_n$	Status
Steel Strength*	103	5,426	2	OK
Steel failure (with lever arm)*	N/A	N/A	N/A	N/A
Pryout Strength**	413	16,141	3	OK
Concrete edge failure in direction y+**	413	2,709	16	OK

* highest loaded anchor **anchor group (relevant anchors)

4.1 Steel Strength

V_{sa} = ESR value refer to ICC-ES ESR-4266
 $\phi V_{steel} \geq V_{ua}$ ACI 318-19 Table 17.5.2

Variables

$A_{se,V}$ [in. ²]	f_{uta} [psi]
0.10	120,404

Calculations

V_{sa} [lb]
8,348

Results

V_{sa} [lb]	ϕ_{steel}	ϕV_{sa} [lb]	V_{ua} [lb]
8,348	0.650	5,426	103

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4.2 Pryout Strength

$$V_{cpq} = k_{cp} \left[\left(\frac{A_{Nc}}{A_{Nc0}} \right) \psi_{ec,N} \psi_{ed,N} \psi_{c,N} \psi_{cp,N} N_b \right] \quad \text{ACI 318-19 Eq. (17.7.3.1b)}$$

$$\phi V_{cpq} \geq V_{ua} \quad \text{ACI 318-19 Table 17.5.2}$$

 A_{Nc} see ACI 318-19, Section 17.6.2.1, Fig. R 17.6.2.1(b)

$$A_{Nc0} = 9 h_{ef}^2 \quad \text{ACI 318-19 Eq. (17.6.2.1.4)}$$

$$\psi_{ec,N} = \left(\frac{1}{1 + \frac{2 e_N}{3 h_{ef}}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.6.2.3.1)}$$

$$\psi_{ed,N} = 0.7 + 0.3 \left(\frac{c_{a,min}}{1.5 h_{ef}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.6.2.4.1b)}$$

$$\psi_{cp,N} = \text{MAX} \left(\frac{c_{a,min}}{c_{ac}}, \frac{1.5 h_{ef}}{c_{ac}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.6.2.6.1b)}$$

$$N_b = k_c \lambda_a \sqrt{f'_c} h_{ef}^{1.5} \quad \text{ACI 318-19 Eq. (17.6.2.2.1)}$$

Variables

k_{cp}	h_{ef} [in.]	$e_{c1,N}$ [in.]	$e_{c2,N}$ [in.]	$c_{a,min}$ [in.]
2	2.500	0.000	0.000	6.000
$\psi_{c,N}$	c_{ac} [in.]	k_c	λ_a	f'_c [psi]
1.000	6.250	21	1.000	2,500

Calculations

A_{Nc} [in. ²]	A_{Nc0} [in. ²]	$\psi_{ec1,N}$	$\psi_{ec2,N}$	$\psi_{ed,N}$	$\psi_{cp,N}$	N_b [lb]
156.25	56.25	1.000	1.000	1.000	1.000	4,150

Results

V_{cpq} [lb]	$\phi_{concrete}$	ϕV_{cpq} [lb]	V_{ua} [lb]
23,058	0.700	16,141	413

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4.3 Concrete edge failure in direction y+

$$V_{cbg} = \left(\frac{A_{Vc}}{A_{Vc0}} \right) \Psi_{ec,V} \Psi_{ed,V} \Psi_{c,V} \Psi_{h,V} \Psi_{parallel,V} V_b \quad \text{ACI 318-19 Eq. (17.7.2.1b)}$$

$$\phi V_{cbg} \geq V_{ua} \quad \text{ACI 318-19 Table 17.5.2}$$

$$A_{Vc} \text{ see ACI 318-19, Section 17.7.2.1, Fig. R 17.7.2.1(b)*}$$

$$A_{Vc0} = 4.5 c_{a1}^2 \quad \text{ACI 318-19 Eq. (17.7.2.1.3)}$$

$$\Psi_{ec,V} = \left(\frac{1}{1 + \frac{e_v}{1.5c_{a1}}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.7.2.3.1)}$$

$$\Psi_{ed,V} = 0.7 + 0.3 \left(\frac{c_{a2}}{1.5c_{a1}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.7.2.4.1b)}$$

$$\Psi_{h,V} = \sqrt{\frac{1.5c_{a1}}{h_a}} \geq 1.0 \quad \text{ACI 318-19 Eq. (17.7.2.6.1)}$$

$$V_b = \left(7 \left(\frac{l_e}{d_a} \right)^{0.2} \sqrt{d_a} \right) \lambda_a \sqrt{f_c} c_{a1}^{1.5} \quad \text{ACI 318-19 Eq. (17.7.2.2.1a)}$$

Variables

c_{a1} [in.]	c_{a2} [in.]	e_{cV} [in.]	$\Psi_{c,V}$	h_a [in.]
4.000	6.000	0.000	1.000	6.000
l_e [in.]	λ_a	d_a [in.]	f_c [psi]	$\Psi_{parallel,V}$
2.500	1.000	0.500	2,500	1.000

Calculations

A_{Vc} [in. ²]	A_{Vc0} [in. ²]	$\Psi_{ec,V}$	$\Psi_{ed,V}$	$\Psi_{h,V}$	V_b [lb]
102.00	72.00	1.000	1.000	1.000	2,732

Results

V_{cbg} [lb]	$\phi_{concrete}$	ϕV_{cbg} [lb]	V_{ua} [lb]
3,870	0.700	2,709	413

*Anchor row defined by: Anchor 3, 4; Case 3 controls

5 Combined tension and shear loads, per ACI 318-19 section 17.8

β_N	β_V	ζ	Utilization β_{NV} [%]	Status
0.069	0.153	5/3	6	OK

$$\beta_{NV} = \beta_N^{\zeta} + \beta_V^{\zeta} \leq 1$$



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6 Warnings

- The anchor design methods in PROFIS Engineering require rigid anchor plates per current regulations (AS 5216:2021, ETAG 001/Annex C, EOTA TR029 etc.). This means load re-distribution on the anchors due to elastic deformations of the anchor plate are not considered - the anchor plate is assumed to be sufficiently stiff, in order not to be deformed when subjected to the design loading. PROFIS Engineering calculates the minimum required anchor plate thickness with CBFEM to limit the stress of the anchor plate based on the assumptions explained above. The proof if the rigid anchor plate assumption is valid is not carried out by PROFIS Engineering. Input data and results must be checked for agreement with the existing conditions and for plausibility!
- The equations presented in this report are based on imperial units. When inputs are displayed in metric units, the user should be aware that the equations remain in their imperial format.
- Condition A applies where the potential concrete failure surfaces are crossed by supplementary reinforcement proportioned to tie the potential concrete failure prism into the structural member. Condition B applies where such supplementary reinforcement is not provided, or where pullout or pryout strength governs.
- Refer to the manufacturer's product literature for cleaning and installation instructions.
- For additional information about ACI 318 strength design provisions, please go to <https://submittals.us.hilti.com/PROFISAnchorDesignGuide/>
- Hilti post-installed anchors shall be installed in accordance with the Hilti Manufacturer's Printed Installation Instructions (MPII). Reference ACI 318-19, Section 26.7.

Fastening meets the design criteria!

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7 Installation data

Profile: Square HSS (AISC), HSS3X3X.125; (L x W x T) = 3.000 in. x 3.000 in. x 0.125 in.

Hole diameter in the fixture: $d_f = 0.562$ in.

Plate thickness (input): 0.500 in.

Recommended plate thickness: not calculated

Drilling method: Hammer drilled

Cleaning: Manual cleaning of the drilled hole according to instructions for use is required.

Anchor type and diameter: Kwik Bolt TZ2 - SS 316 1/2 (2 1/2) hnom2

Item number: 2210265 KB-TZ2 1/2x4 1/2 SS316

Maximum installation torque: 481 in.lb

Hole diameter in the base material: 0.500 in.

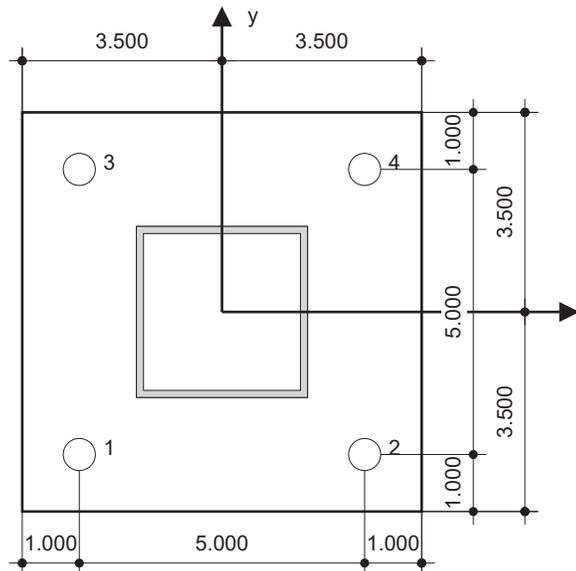
Hole depth in the base material: 3.250 in.

Minimum thickness of the base material: 5.000 in.

Hilti \varnothing 1/2 in Kwik Bolt TZ2 - SS 316 with 3 in nominal embedment depth per ICC-ES ESR-4266 , Hammer drilled installation per MPII

7.1 Recommended accessories

Drilling	Cleaning	Setting
<ul style="list-style-type: none"> • Suitable Rotary Hammer • Properly sized drill bit 	<ul style="list-style-type: none"> • Manual blow-out pump 	<ul style="list-style-type: none"> • Torque controlled cordless impact tool • Torque wrench • Hammer



Coordinates Anchor [in.]

Anchor	x	y	c _{-x}	c _{+x}	c _{-y}	c _{+y}
1	-2.500	-2.500	6.000	11.000	6.000	11.000
2	2.500	-2.500	11.000	6.000	6.000	11.000
3	-2.500	2.500	6.000	11.000	11.000	6.000
4	2.500	2.500	11.000	6.000	11.000	6.000



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8 Remarks; Your Cooperation Duties

- Any and all information and data contained in the Software concern solely the use of Hilti products and are based on the principles, formulas and security regulations in accordance with Hilti's technical directions and operating, mounting and assembly instructions, etc., that must be strictly complied with by the user. All figures contained therein are average figures, and therefore use-specific tests are to be conducted prior to using the relevant Hilti product. The results of the calculations carried out by means of the Software are based essentially on the data you put in. Therefore, you bear the sole responsibility for the absence of errors, the completeness and the relevance of the data to be put in by you. Moreover, you bear sole responsibility for having the results of the calculation checked and cleared by an expert, particularly with regard to compliance with applicable norms and permits, prior to using them for your specific facility. The Software serves only as an aid to interpret norms and permits without any guarantee as to the absence of errors, the correctness and the relevance of the results or suitability for a specific application.
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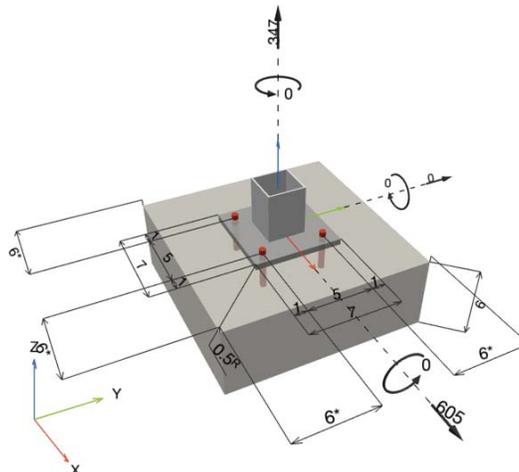
1 Input data

Anchor type and diameter:	Kwik Bolt TZ2 - SS 316 1/2 (2 1/2) hnom2
Item number:	2210265 KB-TZ2 1/2x4 1/2 SS316
Specification text:	Hilti \varnothing 1/2 in Kwik Bolt TZ2 - SS 316 with 3 in nominal embedment depth per ICC-ES ESR-4266 , Hammer drilled installation per MPII
Effective embedment depth:	$h_{ef,act} = 2.500$ in., $h_{nom} = 3.000$ in.
Material:	AISI 316
Evaluation Service Report:	ESR-4266
Issued Valid:	12/1/2023 12/1/2025
Proof:	Design Method ACI 318-19 / Mech
Shear edge breakout verification:	Row closest to edge (Case 3 only from ACI 318-19 Fig. R.17.7.2.1b)
Stand-off installation:	$e_b = 0.000$ in. (no stand-off); $t = 0.500$ in.
Anchor plate ^R :	$l_x \times l_y \times t = 7.000$ in. x 7.000 in. x 0.500 in.; (Recommended plate thickness: not calculated)
Profile:	Square HSS (AISC), HSS3X3X.125; (L x W x T) = 3.000 in. x 3.000 in. x 0.125 in.
Base material:	cracked concrete, 2500, $f'_c = 2,500$ psi; $h = 6.000$ in.
Installation:	Hammer drilled hole, Installation condition: Dry
Reinforcement:	tension: not present, shear: not present; no supplemental splitting reinforcement present edge reinforcement: none or < No. 4 bar



^R - The anchor calculation is based on a rigid anchor plate assumption.

Geometry [in.] & Loading [lb, in.lb]



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1.1 Design results

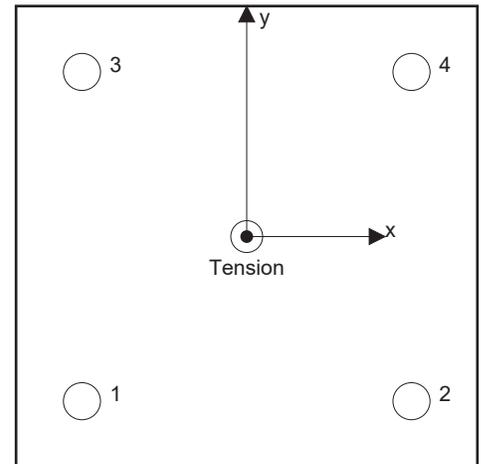
Case	Description	Forces [lb] / Moments [in.lb]	Seismic	Max. Util. Anchor [%]
1	Combination 1	N = 347; V _x = 605; V _y = 0; M _x = 0; M _y = 0; M _z = 0;	no	23

2 Load case/Resulting anchor forces
Anchor reactions [lb]

Tension force: (+Tension, -Compression)

Anchor	Tension force	Shear force	Shear force x	Shear force y
1	87	151	151	0
2	87	151	151	0
3	87	151	151	0
4	87	151	151	0

Max. concrete compressive strain: - [%]
 Max. concrete compressive stress: - [psi]
 Resulting tension force in (x/y)=(0.000/0.000): 347 [lb]
 Resulting compression force in (x/y)=(-/-): 0 [lb]



Anchor forces are calculated based on the assumption of a rigid anchor plate.

3 Tension load

	Load N _{ua} [lb]	Capacity ϕ N _n [lb]	Utilization $\beta_N = N_{ua} / \phi N_n$	Status
Steel Strength*	87	8,906	1	OK
Pullout Strength*	N/A	N/A	N/A	N/A
Concrete Breakout Failure**	347	7,494	5	OK

* highest loaded anchor **anchor group (anchors in tension)

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3.1 Steel Strength

N_{sa} = ESR value refer to ICC-ES ESR-4266
 $\phi N_{sa} \geq N_{ua}$ ACI 318-19 Table 17.5.2

Variables

$A_{se,N}$ [in. ²]	f_{uta} [psi]
0.10	120,404

Calculations

N_{sa} [lb]
11,875

Results

N_{sa} [lb]	ϕ_{steel}	ϕN_{sa} [lb]	N_{ua} [lb]
11,875	0.750	8,906	87

3.2 Concrete Breakout Failure

$$N_{cbg} = \left(\frac{A_{Nc}}{A_{Nc0}} \right) \psi_{ec,N} \psi_{ed,N} \psi_{c,N} \psi_{cp,N} N_b \quad \text{ACI 318-19 Eq. (17.6.2.1b)}$$

$$\phi N_{cbg} \geq N_{ua} \quad \text{ACI 318-19 Table 17.5.2}$$

A_{Nc} see ACI 318-19, Section 17.6.2.1, Fig. R 17.6.2.1(b)

$$A_{Nc0} = 9 h_{ef}^2 \quad \text{ACI 318-19 Eq. (17.6.2.1.4)}$$

$$\psi_{ec,N} = \left(\frac{1}{1 + \frac{2 e_N}{3 h_{ef}}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.6.2.3.1)}$$

$$\psi_{ed,N} = 0.7 + 0.3 \left(\frac{c_{a,min}}{1.5 h_{ef}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.6.2.4.1b)}$$

$$\psi_{cp,N} = \text{MAX} \left(\frac{c_{ac}}{c_{ac}}, \frac{1.5 h_{ef}}{c_{ac}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.6.2.6.1b)}$$

$$N_b = k_c \lambda_a \sqrt{f'_c} h_{ef}^{1.5} \quad \text{ACI 318-19 Eq. (17.6.2.2.1)}$$

Variables

h_{ef} [in.]	$e_{c1,N}$ [in.]	$e_{c2,N}$ [in.]	$c_{a,min}$ [in.]	$\psi_{c,N}$
2.500	0.000	0.000	6.000	1.000

c_{ac} [in.]	k_c	λ_a	f'_c [psi]
6.250	21	1.000	2,500

Calculations

A_{Nc} [in. ²]	A_{Nc0} [in. ²]	$\psi_{ec1,N}$	$\psi_{ec2,N}$	$\psi_{ed,N}$	$\psi_{cp,N}$	N_b [lb]
156.25	56.25	1.000	1.000	1.000	1.000	4,150

Results

N_{cbg} [lb]	$\phi_{concrete}$	ϕN_{cbg} [lb]	N_{ua} [lb]
11,529	0.650	7,494	347



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4 Shear load

	Load V_{ua} [lb]	Capacity ϕV_n [lb]	Utilization $\beta_v = V_{ua} / \phi V_n$	Status
Steel Strength*	151	5,426	3	OK
Steel failure (with lever arm)*	N/A	N/A	N/A	N/A
Pryout Strength**	605	16,141	4	OK
Concrete edge failure in direction x+**	605	2,709	23	OK

* highest loaded anchor **anchor group (relevant anchors)

4.1 Steel Strength

V_{sa} = ESR value refer to ICC-ES ESR-4266
 $\phi V_{steel} \geq V_{ua}$ ACI 318-19 Table 17.5.2

Variables

$A_{se,V}$ [in. ²]	f_{uta} [psi]
0.10	120,404

Calculations

V_{sa} [lb]
8,348

Results

V_{sa} [lb]	ϕ_{steel}	ϕV_{sa} [lb]	V_{ua} [lb]
8,348	0.650	5,426	151

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4.2 Pryout Strength

$$V_{cpq} = k_{cp} \left[\left(\frac{A_{Nc}}{A_{Nc0}} \right) \psi_{ec,N} \psi_{ed,N} \psi_{c,N} \psi_{cp,N} N_b \right] \quad \text{ACI 318-19 Eq. (17.7.3.1b)}$$

$$\phi V_{cpq} \geq V_{ua} \quad \text{ACI 318-19 Table 17.5.2}$$

 A_{Nc} see ACI 318-19, Section 17.6.2.1, Fig. R 17.6.2.1(b)

$$A_{Nc0} = 9 h_{ef}^2 \quad \text{ACI 318-19 Eq. (17.6.2.1.4)}$$

$$\psi_{ec,N} = \left(\frac{1}{1 + \frac{2 e_N}{3 h_{ef}}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.6.2.3.1)}$$

$$\psi_{ed,N} = 0.7 + 0.3 \left(\frac{c_{a,min}}{1.5 h_{ef}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.6.2.4.1b)}$$

$$\psi_{cp,N} = \text{MAX} \left(\frac{c_{a,min}}{c_{ac}}, \frac{1.5 h_{ef}}{c_{ac}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.6.2.6.1b)}$$

$$N_b = k_c \lambda_a \sqrt{f'_c} h_{ef}^{1.5} \quad \text{ACI 318-19 Eq. (17.6.2.2.1)}$$

Variables

k_{cp}	h_{ef} [in.]	$e_{c1,N}$ [in.]	$e_{c2,N}$ [in.]	$c_{a,min}$ [in.]
2	2.500	0.000	0.000	6.000
$\psi_{c,N}$	c_{ac} [in.]	k_c	λ_a	f'_c [psi]
1.000	6.250	21	1.000	2,500

Calculations

A_{Nc} [in. ²]	A_{Nc0} [in. ²]	$\psi_{ec1,N}$	$\psi_{ec2,N}$	$\psi_{ed,N}$	$\psi_{cp,N}$	N_b [lb]
156.25	56.25	1.000	1.000	1.000	1.000	4,150

Results

V_{cpq} [lb]	$\phi_{concrete}$	ϕV_{cpq} [lb]	V_{ua} [lb]
23,058	0.700	16,141	605

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4.3 Concrete edge failure in direction x+

$$V_{cbg} = \left(\frac{A_{Vc}}{A_{Vc0}} \right) \Psi_{ec,V} \Psi_{ed,V} \Psi_{c,V} \Psi_{h,V} \Psi_{parallel,V} V_b \quad \text{ACI 318-19 Eq. (17.7.2.1b)}$$

$$\phi V_{cbg} \geq V_{ua} \quad \text{ACI 318-19 Table 17.5.2}$$

$$A_{Vc} \text{ see ACI 318-19, Section 17.7.2.1, Fig. R 17.7.2.1(b)*}$$

$$A_{Vc0} = 4.5 c_{a1}^2 \quad \text{ACI 318-19 Eq. (17.7.2.1.3)}$$

$$\Psi_{ec,V} = \left(\frac{1}{1 + \frac{e_v}{1.5c_{a1}}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.7.2.3.1)}$$

$$\Psi_{ed,V} = 0.7 + 0.3 \left(\frac{c_{a2}}{1.5c_{a1}} \right) \leq 1.0 \quad \text{ACI 318-19 Eq. (17.7.2.4.1b)}$$

$$\Psi_{h,V} = \sqrt{\frac{1.5c_{a1}}{h_a}} \geq 1.0 \quad \text{ACI 318-19 Eq. (17.7.2.6.1)}$$

$$V_b = \left(7 \left(\frac{l_e}{d_a} \right)^{0.2} \sqrt{d_a} \right) \lambda_a \sqrt{f_c} c_{a1}^{1.5} \quad \text{ACI 318-19 Eq. (17.7.2.2.1a)}$$

Variables

c_{a1} [in.]	c_{a2} [in.]	e_{cV} [in.]	$\Psi_{c,V}$	h_a [in.]
4.000	6.000	0.000	1.000	6.000
l_e [in.]	λ_a	d_a [in.]	f_c [psi]	$\Psi_{parallel,V}$
2.500	1.000	0.500	2,500	1.000

Calculations

A_{Vc} [in. ²]	A_{Vc0} [in. ²]	$\Psi_{ec,V}$	$\Psi_{ed,V}$	$\Psi_{h,V}$	V_b [lb]
102.00	72.00	1.000	1.000	1.000	2,732

Results

V_{cbg} [lb]	$\phi_{concrete}$	ϕV_{cbg} [lb]	V_{ua} [lb]
3,870	0.700	2,709	605

*Anchor row defined by: Anchor 2, 4; Case 3 controls

5 Combined tension and shear loads, per ACI 318-19 section 17.8

β_N	β_V	ζ	Utilization β_{NV} [%]	Status
0.046	0.223	5/3	9	OK

$$\beta_{NV} = \beta_N^{\zeta} + \beta_V^{\zeta} \leq 1$$



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6 Warnings

- The anchor design methods in PROFIS Engineering require rigid anchor plates per current regulations (AS 5216:2021, ETAG 001/Annex C, EOTA TR029 etc.). This means load re-distribution on the anchors due to elastic deformations of the anchor plate are not considered - the anchor plate is assumed to be sufficiently stiff, in order not to be deformed when subjected to the design loading. PROFIS Engineering calculates the minimum required anchor plate thickness with CBFEM to limit the stress of the anchor plate based on the assumptions explained above. The proof if the rigid anchor plate assumption is valid is not carried out by PROFIS Engineering. Input data and results must be checked for agreement with the existing conditions and for plausibility!
- The equations presented in this report are based on imperial units. When inputs are displayed in metric units, the user should be aware that the equations remain in their imperial format.
- Condition A applies where the potential concrete failure surfaces are crossed by supplementary reinforcement proportioned to tie the potential concrete failure prism into the structural member. Condition B applies where such supplementary reinforcement is not provided, or where pullout or pryout strength governs.
- Refer to the manufacturer's product literature for cleaning and installation instructions.
- For additional information about ACI 318 strength design provisions, please go to <https://submittals.us.hilti.com/PROFISAnchorDesignGuide/>
- Hilti post-installed anchors shall be installed in accordance with the Hilti Manufacturer's Printed Installation Instructions (MPII). Reference ACI 318-19, Section 26.7.

Fastening meets the design criteria!

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7 Installation data

Profile: Square HSS (AISC), HSS3X3X.125; (L x W x T) = 3.000 in. x 3.000 in. x 0.125 in.

Hole diameter in the fixture: $d_f = 0.562$ in.

Plate thickness (input): 0.500 in.

Recommended plate thickness: not calculated

Drilling method: Hammer drilled

Cleaning: Manual cleaning of the drilled hole according to instructions for use is required.

Anchor type and diameter: Kwik Bolt TZ2 - SS 316 1/2 (2 1/2) hnom2

Item number: 2210265 KB-TZ2 1/2x4 1/2 SS316

Maximum installation torque: 481 in.lb

Hole diameter in the base material: 0.500 in.

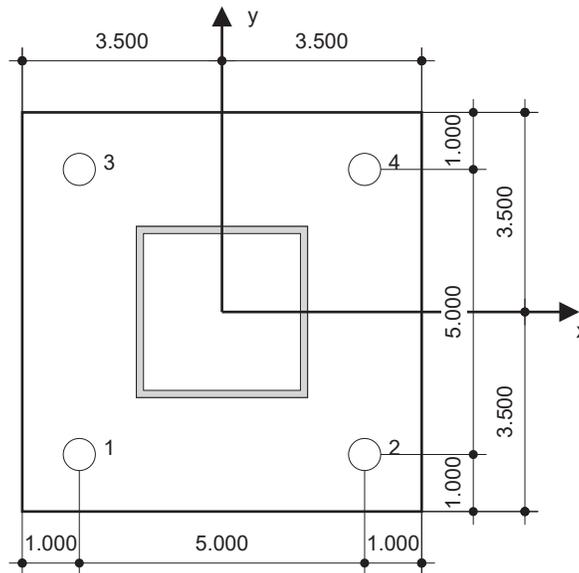
Hole depth in the base material: 3.250 in.

Minimum thickness of the base material: 5.000 in.

Hilti \varnothing 1/2 in Kwik Bolt TZ2 - SS 316 with 3 in nominal embedment depth per ICC-ES ESR-4266 , Hammer drilled installation per MPII

7.1 Recommended accessories

Drilling	Cleaning	Setting
<ul style="list-style-type: none"> • Suitable Rotary Hammer • Properly sized drill bit 	<ul style="list-style-type: none"> • Manual blow-out pump 	<ul style="list-style-type: none"> • Torque controlled cordless impact tool • Torque wrench • Hammer



Coordinates Anchor [in.]

Anchor	x	y	c _{-x}	c _{+x}	c _{-y}	c _{+y}
1	-2.500	-2.500	6.000	11.000	6.000	11.000
2	2.500	-2.500	11.000	6.000	6.000	11.000
3	-2.500	2.500	6.000	11.000	11.000	6.000
4	2.500	2.500	11.000	6.000	11.000	6.000

Input data and results must be checked for conformity with the existing conditions and for plausibility!
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8 Remarks; Your Cooperation Duties

- Any and all information and data contained in the Software concern solely the use of Hilti products and are based on the principles, formulas and security regulations in accordance with Hilti's technical directions and operating, mounting and assembly instructions, etc., that must be strictly complied with by the user. All figures contained therein are average figures, and therefore use-specific tests are to be conducted prior to using the relevant Hilti product. The results of the calculations carried out by means of the Software are based essentially on the data you put in. Therefore, you bear the sole responsibility for the absence of errors, the completeness and the relevance of the data to be put in by you. Moreover, you bear sole responsibility for having the results of the calculation checked and cleared by an expert, particularly with regard to compliance with applicable norms and permits, prior to using them for your specific facility. The Software serves only as an aid to interpret norms and permits without any guarantee as to the absence of errors, the correctness and the relevance of the results or suitability for a specific application.
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Area of Bloomington	Shelter Number	Location Description	Address	Art Design
North	1	Bloomington Housing	Intersection of 15th & Lindberg	Rabbits and Crows

Central	4	Dermatology Center of Southern Indiana	1200 S. Rogers St.	Butterfly Wing
	2	IU Health Clinic/WIC Office	122 E. Miller Drive	Flowers

East	3	Old National	2801 E. Buick Cadillac	Butterfly Wing
------	---	--------------	------------------------	----------------

South	6	College Square Apartments	3100 S. Walnut St. Pike	Rabbits and Crows
	5	Intersection of E. Rogers Rd. and E. Winding Brook Cir.	Intersection of E. Rogers Rd. and E. Winding Brook Cir.	Flowers

The logo for Urbansolar, featuring the word "urbansolar" in a white, lowercase sans-serif font. To the right of the text is a stylized sun icon composed of numerous thin, parallel yellow lines radiating from a central point, forming a semi-circular shape.

urbansolar

SAFETY
AT EVERY SHELTER

RMS-F SERIES SOLAR SHELTER LIGHTING

WHY SOLAR?

Urban Solar shelter lighting systems provide bright, reliable security lighting without the need to connect to the electrical grid. RMS-F Series systems easily retrofit to most barrel, flat and peak roof shelters.



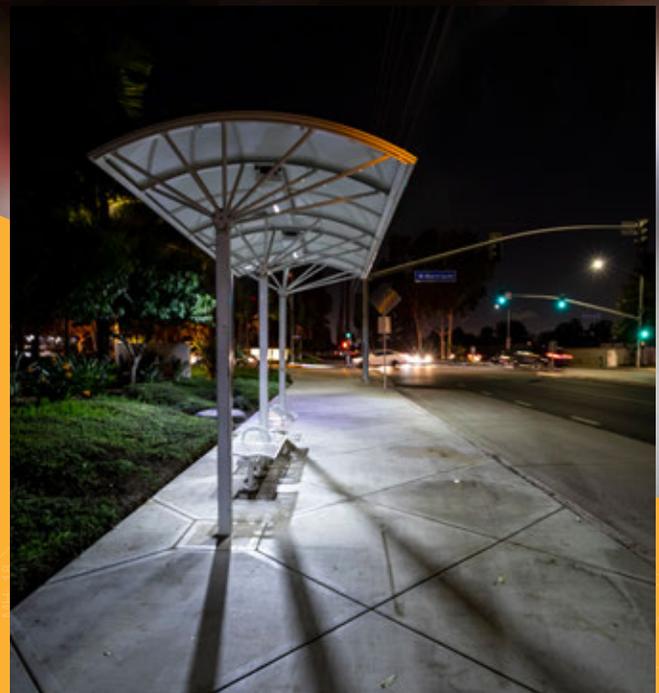
Reduce rider pass-bys



Deter crime and enhance safety



Easy to retrofit to existing shelters



Smart controller with remote monitoring options

FEATURES AND BENEFITS



STAND-ALONE POWER

No grid power, no problem



ECO-FRIENDLY

Long lasting, fully recyclable batteries eliminate reliance on grid power



EASY INSTALLATION

Minimal site disruption and downtime



Proactive ECM

Proprietary controller that maximizes light output throughout the year



ENHANCED PUBLIC SAFETY

Encourage ridership with enhanced safety



UL LISTED SYSTEMS

All systems are tested and certified for safety by Underwriters Laboratories

“ Urban Solar shelter lighting is an important ingredient to fulfilling our mission: ‘dedicated to connecting communities and moving people... making everyday life better.’ Their products properly illuminate bus stops to promote a welcoming, secure and environmentally friendly experience for our customers and the community. [...] ”

– Manager of Facilities & Infrastructure, Long Beach Transit

URBAN SOLAR ADVANTAGES

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Lighting design? Happy to help. Structural calculations? Our pleasure. Security cameras? Motion sensor activation? Give us a call today!

> Proven Reliability

Urban Solar has deployed over 10,000 systems across the United States and around the world. From the Arizona desert to the snowy mountains of Canada, we have you covered.

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Urban Solar systems are proudly made in the USA and backed by an industry leading system and battery warranty. A multitude of sizing options ensure that you only pay for the system your project requires.

RMS-F SERIES SOLAR SHELTER LIGHTING

The RMS-F Series battery and controller enclosure is installed on the underside of your shelter roof. This configuration extends battery life by keeping the battery enclosure cool and allows for fast battery replacements. Panels are mounted to the shelter roof; appropriate mounting brackets for any roof type come standard.

Array Sizes: 30-170W solar options

Battery: 18Ah to 80Ah, 12.8V

Battery Autonomy: 5 to 10 days

Battery Chemistry: Sealed Lead Acid AGM
(LiFePO4 optional)

Luminaire: 8W

Controller: Urban Solar ECM™ with real time clock and low voltage disconnect (optional ECM Connect™ wireless control and monitoring)

I/O: Power with low voltage disconnect, battery state of health data via RS232/RS485

Lighting Profile: Fully customizable with real time clock, dimming and calendar scheduling functionality come standard

Mounting Hardware: Security Torx

Mounting Hardware Options: Barrel roof, flat roof, peak roof

Operating Temperature: -40°C to 80°C (-40°F to 176°F)

Profiles: Dusk to dawn, dimming

Optional Features: ECM Connect™ wireless control and monitoring, USB charging, power for real time signage

Certification: cUL system-level listing

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We size every system for reliable operation for your location using 22 years of local solar data from NASA. When it comes to solar, one size does NOT fit all.

Free Site Inspections

We offer free site inspections to ensure that each one of your systems will receive adequate sun exposure to charge throughout the year.

Free Installation Support

We offer free installation support for every installation, big or small. Call us with your questions!

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All Urban Solar systems are proudly made in the USA and meet Buy America requirements. Many systems also carry a system-level UL listing.

10-Year Warranty

All systems come with an industry-leading 10-year system warranty and five-year pro-rated battery warranty. You get the most reliable system on the market, backed by the best warranty.

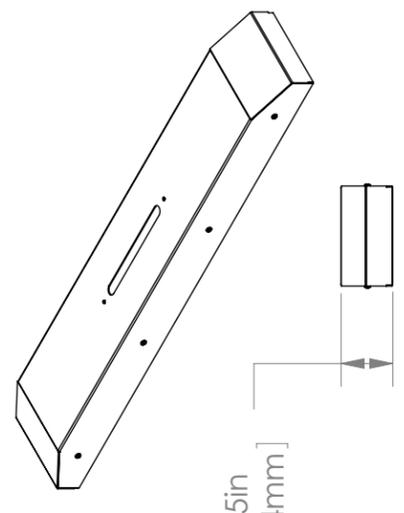
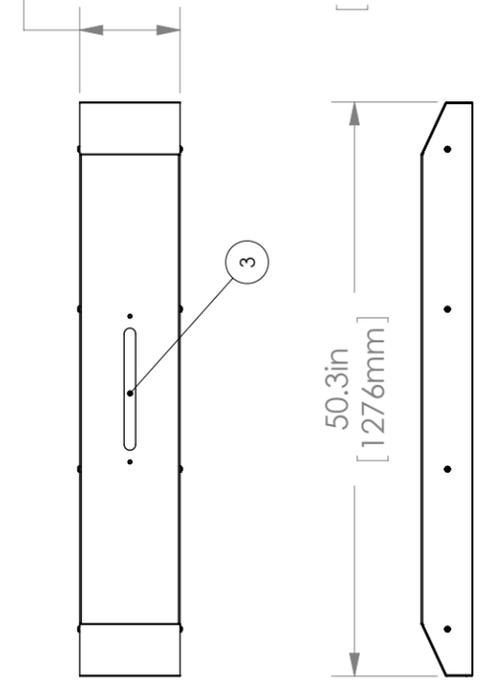
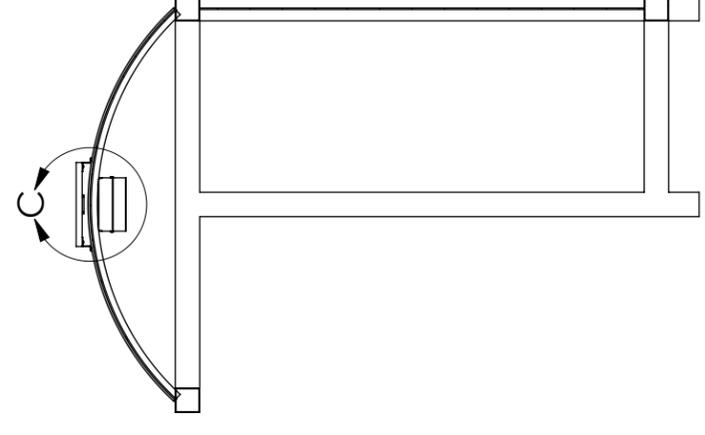
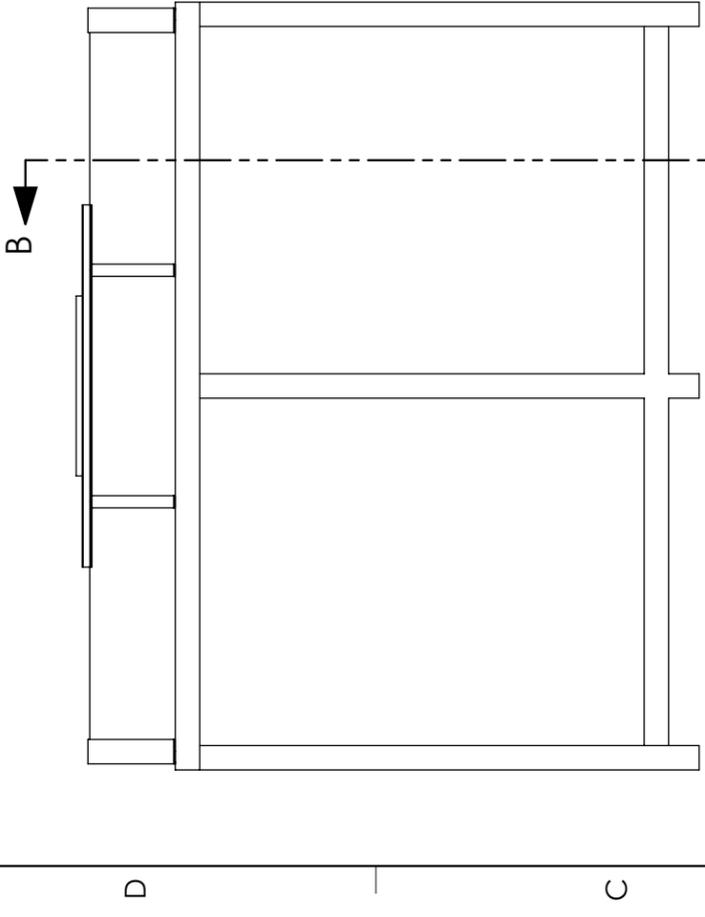


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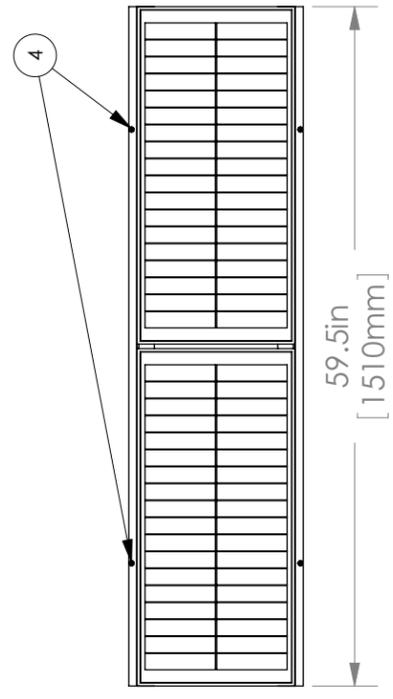


RMS-80F MODULE

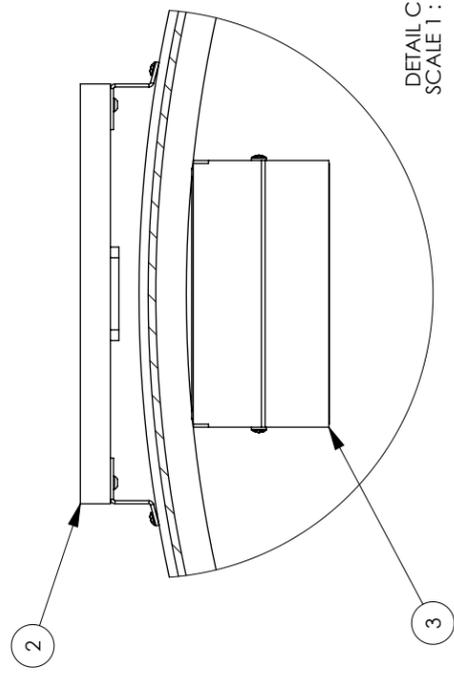
- NOTES:
- ① 8W LED LUMINAIRE
 - ② RMS-80F SOLAR PANEL SECURED TO ROOF W/ SELF TAPPING SCREWS
 - ③ RMS-60F MODULE SECURED WITH INTERNAL FASTENERS
 - ④ MOUNTING HOLES ARE NOT PRE-DRILLED HOLES ARE TO BE DRILLED ON SITE TO MATCH SHELTER ROOF
 - ⑥ REMOTE SYSTEM CONTROL AND MONITORING WHEN EQUIPPED WITH OPTIONAL ECM CONNECT

OPERATING PROFILE DEPENDENT ON GEOGRAPHIC LOCATION. PLEASE CONTACT URBAN SOLAR FOR ASSISTANCE WITH LIGHTING DESIGN.

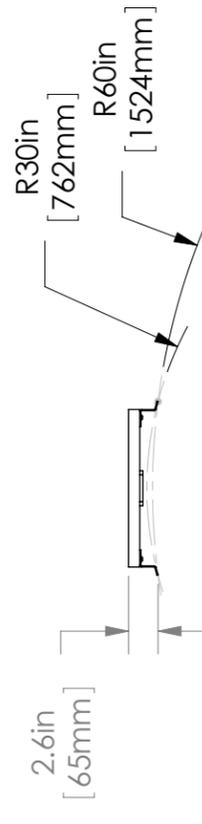
TYPICAL INSTALLATION



SECTION B-B



DETAIL C
SCALE 1 : 6



RMS-80F SOLAR ARRAY

RMS-80F SOLAR PANEL

UL **us**
LISTED
E484659
DISTRIBUTED GENERATION
POWER SYSTEMS ACCESSORY
EQUIPMENT

SPECIFICATIONS:
SOLAR ARRAY (W): 80
NOM. SYSTEM VOLTAGE (VDC): 12
MAX. BATTERY BANK (Ah): 72
BATTERY TYPE: SEALED LEAD ACID (SLA)
CONTROLLER: USC ECM C/W REAL TIME CLOCK
CHASSIS MATERIAL: ALUMINUM
CHASSIS COATING: POWDER COAT - POLYESTER
SYSTEM WEIGHT W/ 4 BATTERIES (lbs): 81

PROPRIETARY
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DRAWN BY
D HANKE
DATE
18-NOV-2018

TITLE

RMS80F - ROOF MOUNTED SHELTER LIGHTING SYSTEM

DRAWING NO
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RMS-F PV SHELTER SERIES

Transit Shelter Solar-Powered LED Lighting System



Safety Information

Notice

Thoroughly read these instructions and familiarize yourself with the equipment before installing, operating, servicing or maintaining it. The following message warns of potential hazards and offers inductions to avoid them.

This equipment should be installed, operated, serviced, and maintained only by qualified personnel. A qualified person is one who has skills and knowledge related to the construction and operation of this equipment and its installation and has received safety training to recognize and avoid the hazards involved.

⚠ DANGER
HAZARD OF BURNS, EXPLOSION, FALLING OR FALLING EQUIPMENT
<ul style="list-style-type: none">• Apply appropriate personal protective equipment (PPE) and follow all local workplace safety regulations.• This equipment must only be installed by a qualified person.• Remove all jewelry before working with or near batteries.• Do not short circuit batteries.• Do not alter factory wiring.• Do not smoke while installing or servicing this product.• Secure all tools from falling while working overhead.• Install batteries only after securing this to product in its intended location.• Replace all covers, doors, or access panels after installing or servicing this product.
Failure to follow these instructions will result in death or serious injury.

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Solar Exposure & System Performance

All solar LED lighting systems require adequate sunlight exposure to ensure the energy balance is maintained. If there is not adequate exposure to direct sunlight, the system may shut down the LEDs to preserve the batteries. Once the system receives adequate exposure to recharge the batteries to a healthy state of charge, the system will resume lighting operation.

Urban Solar engineers use solar simulation tools to help determine the size of the systems (solar panel array size and battery capacity), and the lighting loads that can be supported during all times of the year. The solar data used in these simulations is from a 22-year accumulation of solar data in the NASA database; Urban Solar uses the lowest of the 22-year values in the solar simulations.

An assumption must be made that the sites will receive a reasonable amount of unobstructed sun exposure. In urban environments there can be substantial shading of the solar panels, depending on the specific installation location, due to trees and buildings. Simulations typically assume that the installation sites will receive a minimum of 50% of the available sunlight year-round – i.e. that the panels will be shaded up to a maximum of half the time.

The installation contractor should notify the agency and/or Urban Solar if they suspect a site may not have adequate solar exposure.

*Note: Urban Solar will not guarantee the battery warranty on lighting systems that are installed into locations with > 50% shading factor without a reduced lighting profile. For poor solar exposure sites, it may still be possible to deploy a solar lighting system with a **reduced lighting profile**. These sites still need to have some exposure to direct sunlight, but by reducing the lighting load an energy balance can be maintained while still providing an adequate level of security lighting. The reduced lighting profile is achieved by dimming the LEDs and/or reducing the total on-time to provide reasonable lighting during peak operating hours, and further dimming or turning off the LEDs during off-peak times.*

Introduction

The Urban Solar RMS-F series stand-alone solar powered LED lighting system has been designed specifically to meet the requirements for lighting the barrel roof type transit shelter. The system has been engineered to integrate with the shelter's mechanical design in order to provide an aesthetic look and a simple installation procedure.

The RMS-F series has been rigorously tested and is a listed system by Underwriters Laboratories (UL-Listed). There are many sizes/model numbers available depending on the number and size of the solar panels required. RMS40F and RMS80F are the most common sizes for this application, but other solar panel configurations are available including "flex" panels. The different models are identical except for solar array size. The remainder of this manual will refer to the most common size, the RMS80F with 2 solar panels and 2 batteries, but is applicable to all models.

Primary System Components

The RMS80F shelter lighting system provides security lighting using state of the art LED luminaires, batteries and solar panels, integrated with an intelligent programmable energy control module (ECM). Electrical current generated by the solar panels flows to the ECM which regulates the charging of the battery bank and modulates power to the LEDs. The ECM is factory programmed to provide variable calendar-based lighting profiles to match the seasonally available solar insolation and lighting level requirements.

The main system components are described below:

PV Array (solar module) - The PV array typically consists of one or more 40W solar modules mounted to a metal framework. The solar panel array size is selected to provide enough solar charging for the system to operate dusk till dawn, at a specific brightness level, year-round at a given geographical location. The RMS80F has 2 x 40W solar panels.

Batteries - The battery bank is composed of 2 x 18 amp-hour 12 Volt packs. The batteries are sealed, lead acid, rechargeable, and provide a minimum of 5 days autonomy (i.e. from a full charge, the system could operate for a minimum of 5 days with absolutely no solar charging – for example during heavy snowfall).

LEDs - The LED luminaire contains high power white LEDs. The luminaires are driven well below their maximum power rating to increase efficiency and extend the already long life.

ECM - The Energy Control Module is the central control of the lighting system. It controls battery charging and regulates the power to the LED luminaires. The ECM also monitors the system performance to ensure the batteries will not be damaged by overcharging and will turn off the LEDs if the battery voltage falls below the low voltage disconnect (LVD) setting. Once the batteries have been sufficiently charged above the LVD, the ECM will turn the LEDs back on again.

Operating Profile - The RMS80F contains a built-in programmable energy control module (ECM) that is pre-programmed at the factory to set a calendar based operating profile to maximize the light intensity and duration based on NASA solar insolation data for the region.

ECM Connect (optional) – Systems may be equipped with the ECM Connect module which allows remote programmability and system monitoring via cellular/web interface.

Data Logging / Retrieval - The ECM keeps a daily log of critical operating parameters such as battery voltage, solar panel and LED Current. This data can be retrieved in the field to assess system performance.

Power Module – Cover On



Figure 1.

Power Module and Solar Panels



Figure 2.

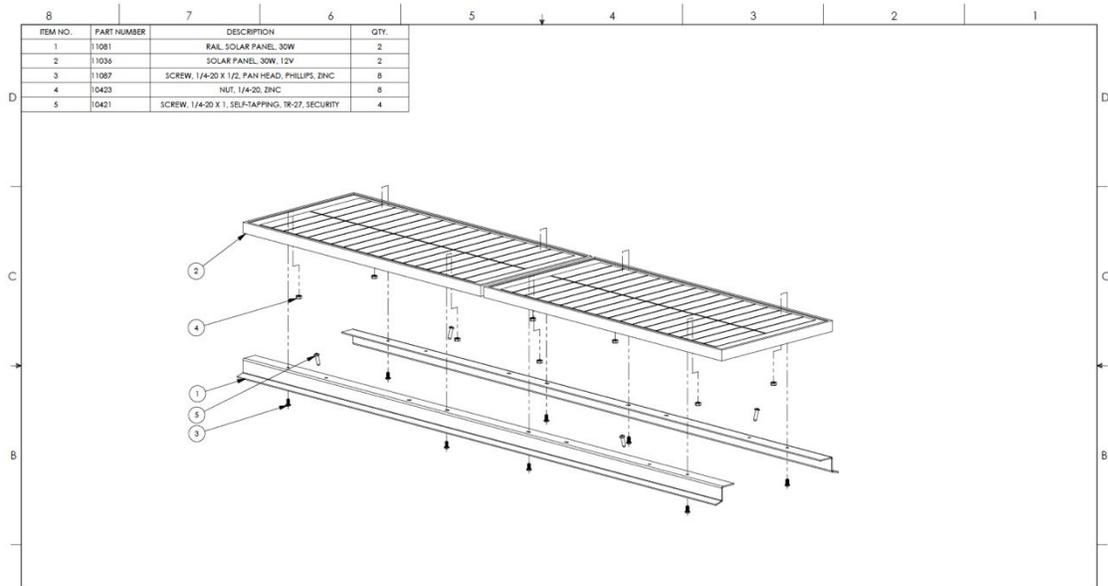


Figure 5.

Installation & Assembly

Important: Failure to follow these procedures may result in system damage and failure. The order of operations when connecting LEDs, Batteries, and Solar Panels is critical. The sequence for electrical connections is as follows:

- > Connect LED harnesses to the ECM and install LED fuse.
- > Connect main battery harnesses to the ECM and install battery fuse.
- > Connect main battery harnesses to the ECM and install battery fuse.
- > Connect Solar Panels to the ECM and install solar fuse.

The reverse order should be followed if it becomes necessary to troubleshoot the system or replace any components. **Always disconnect solar first!**

Note: Do not attempt to connect the LEDs or cut/splice the LED wires with solar and/or battery power connected or permanent damage to the ECM may occur. Always disconnect the solar fuse and remove main battery fuse before connecting, cutting, or splicing LED harnesses.

Typically, the RMS80F series is shipped with 2x12V, 18Ahr batteries installed and pre-wired to the control module.

If batteries are already installed and wired, then skip to step 6.

If batteries have not been pre-installed:

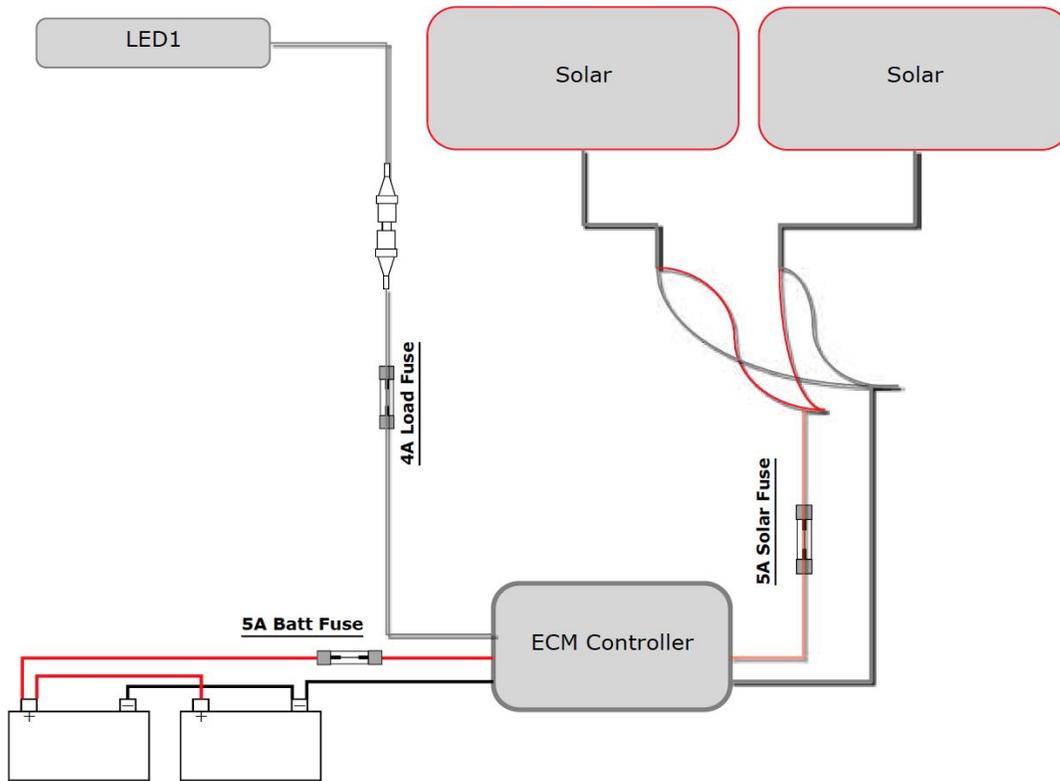
1. Position the batteries in to the power module and complete the battery wiring as detailed in the wiring diagram below.

Be cautious when handling the battery pack. It is capable of generating hazardous short-circuit currents. Remove all jewelry (bracelets, metal-strap watches, rings) before attempting to handle or disassemble the battery pack. Contact Urban Solar if further instruction is required.

Note: Use extreme caution when installing battery harnesses. Always wear insulating gloves when connecting batteries. Avoid contact of free positive ring terminals with negative terminals of battery or any part of the chassis.



Figure 6. Batteries Wired in Parallel



12V Batteries Wired in Parallel

Figure 7. Solar Panels Wired in Parallel

2. Battery wiring – **Batteries are wired in parallel.** Use the black jumper cables to connect all of the negative (-) terminals together and use the red jumper cables to connect all the positive (+) terminals together.
3. Attach the black main negative battery power cable coming from the ECM to one of the negative battery terminals.
4. **Remove the inline fuse** and attach the red fused main positive battery power cable coming from the ECM to the positive battery terminal on the other end of the battery bank as shown.
5. Place batteries into the chassis as shown and install battery straps. Use wire ties to tidy up wiring and tuck neatly out of the way. Generously coat all battery terminals with the battery terminal protective spray provided in the installation kit.

6. Install power module chassis to the ceiling of the shelter. The power module chassis should be positioned so that it can be secured to the shelter roof ribs near each end – i.e. centered on two roof ribs. Typically, the module will be positioned at the center of the shelter. Using appropriate hardware, mount the power module chassis to the ceiling and ensure it is secured with a minimum of four (4) TEK screws fastened directly through the roof ribs. If necessary, pilot holes can be drilled in the power module base and roof ribs – use a 3/16” drill bit for the pilot holes. ¼”x1” TEK screws are provided in the installation kit.

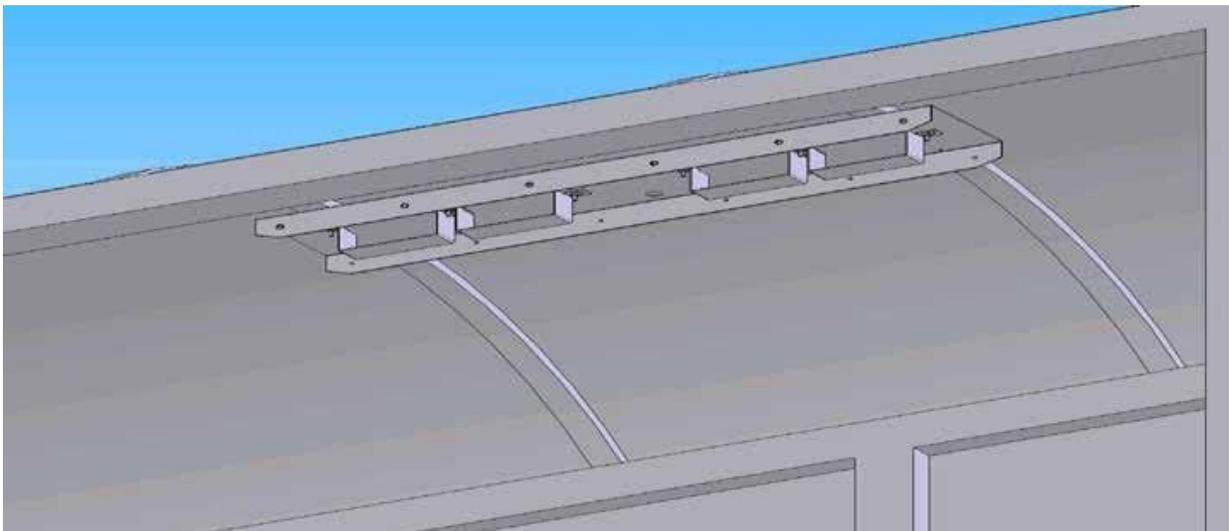


Figure 8.



Figure 9.

7. Install solar panel(s) on rails using the hardware and rails provided.

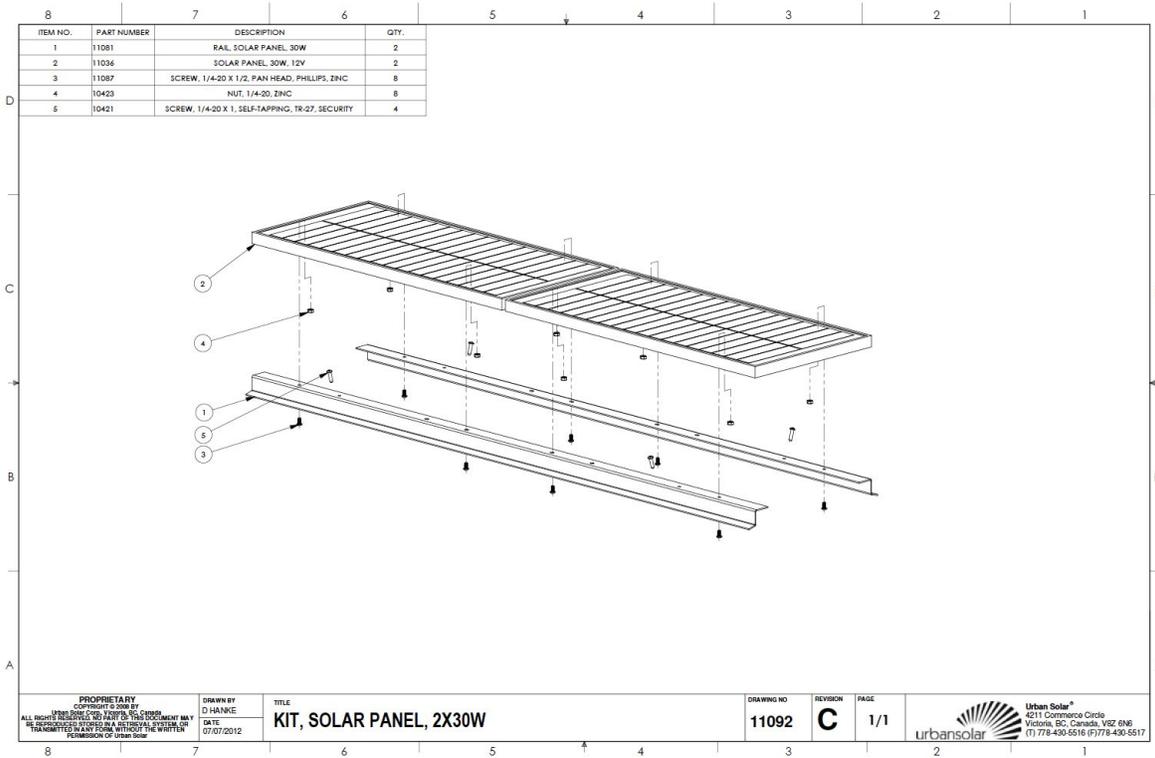


Figure 10.

8. Install solar panels on shelter roof.

Drill a 1/2" hole through the shelter roof to route solar panel wires into the power module chassis in ceiling. It is recommended that the wire feed-through is sealed using the water tight cord grip supplied in the install kit to prevent water leaking into the shelter.

Place the solar panel assembly on the shelter roof centered directly above the power module, route the solar panel wires through the cord grip and into the power module.

Note: Do not short the solar panel positive leads to the negative leads or to any part of the metal work on the chassis or shelter. Use electrical tape to insulate leads when routing solar panel wiring.



Figure 11.

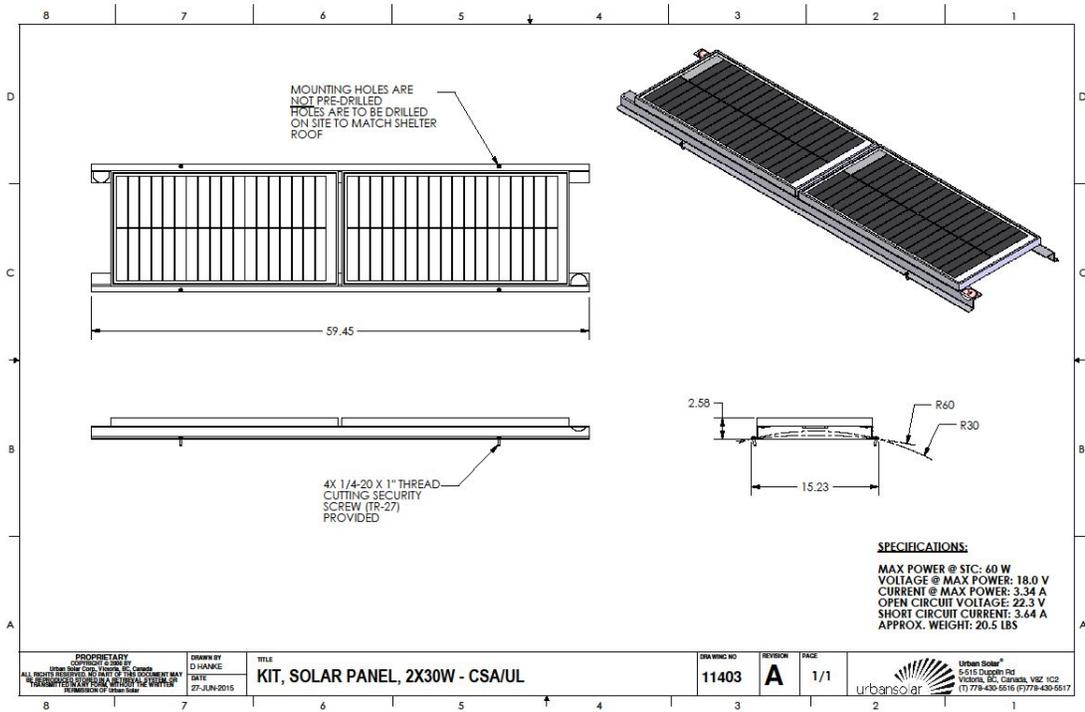


Figure 12.

9. Connect solar panel wires to ECM.

Remove the inline fuse from the (white) positive solar harness lead from the ECM. Connect both positive solar panel leads (red) to the positive (white) lead from the ECM as shown. Connect both negative solar panel leads (black) to the negative (black) lead from the ECM. Crimp-on quick connect terminals are provided or use wire nuts (and electrical tape) to make connections.

Note: When there are two or more solar panels, the panels are wired in parallel.

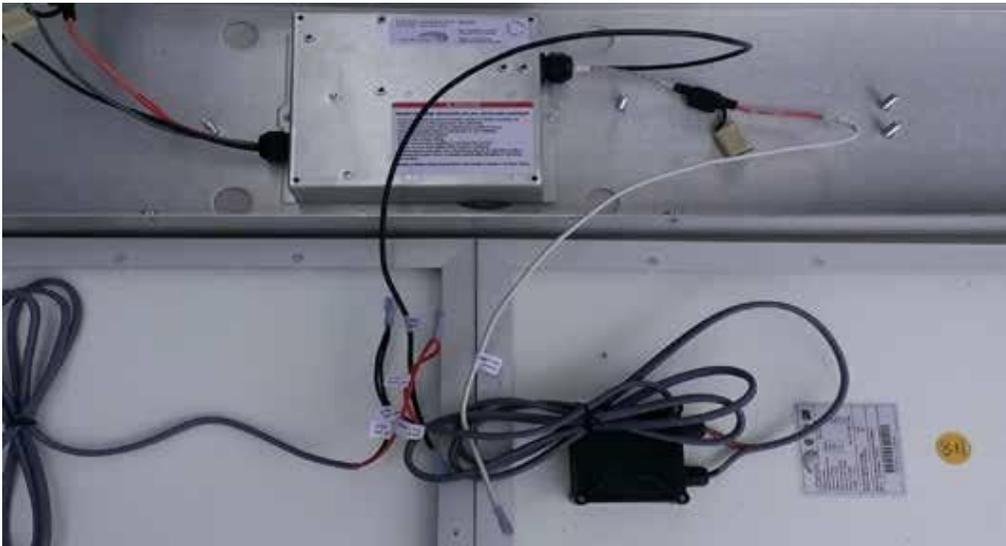


Figure 13.

10. Coil up any excess wiring and use wire wraps or zip ties to neaten up and tuck away all wiring. Make sure no wires will be pinched when the module lid is installed.
11. Raise the power module cover up into position and make the connection for the luminaire to the control module as shown in the wiring schematic – note there are two connectors on the LED fixture – it does not matter which one is used for connecting the harness. Insert the LED fuse into the in-line fuse holder on the LED harness.
12. While holding the lid up (or resting the lid on top of the ladder), insert the battery harness fuse into the battery harness fuse holder. The lights will flash briefly and then after a few seconds turn on at

a low intensity level. If the lights do not turn on at this time, there is a problem with the wiring. Check all connections are correct - refer to the wiring schematic.

13. Insert the solar harness fuse into the solar harness fuse holder. After approximately 5 to 20 seconds, the lights will turn off once the system recognizes that the solar panel is producing charge current. If the lights do not turn off, there is a problem with the solar panel wiring. Check the polarity and security of all wire connections – refer to the wiring schematic.
14. Perform the optional self-test (see next page for instructions).
15. Secure the power module cover to the chassis using the security hardware provided. Make sure no wires are pinched when raising the cover into place. The installation is now complete. The lights will turn on automatically at dusk.



Figure 14.

Power-Up & Self-Testing

The latest designs make it easier for maintenance staff to perform a “self-test” of the lighting system without the need to access the inside of the unit by removing the covers or opening the lids.

No special tools are required to perform the self-test except for a test magnet and a small step ladder. The test magnet is supplied with each system but almost any magnet will work. Maintenance staff could find a convenient place to “hide” the magnet somewhere in the shelter for future use, or just make sure to always carry the magnet with them when inspecting the lighting systems.

Products shipped after March 2020 incorporating this change. All units will be clearly marked with the test location indicated on the outside of the unit by means of a “Test” label affixed to the appropriate test location.

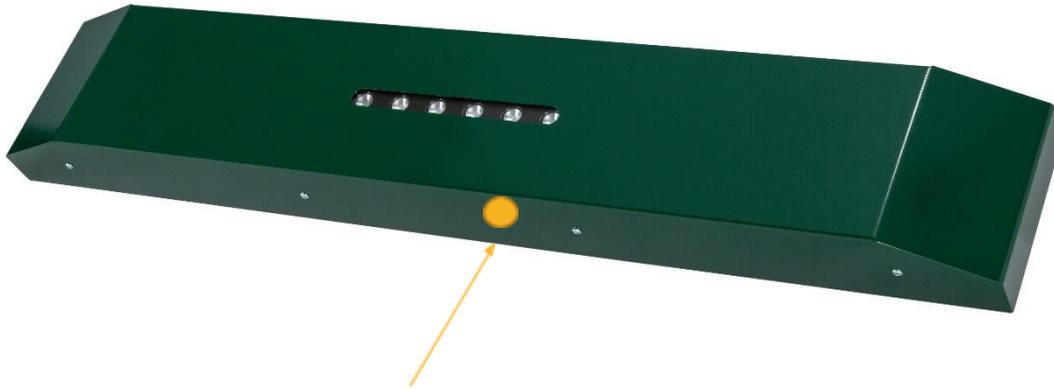
Legacy product shipped prior to March 2020 will still have a self-test enabled by swiping a magnet on the top-right corner of the ECM unit located inside the chassis. To perform a system self-test on these older units the cover must be removed first to access the ECM.

Magnetic Test switch OLD location:



The Switch is now mounted on the inside wall of the chassis of the power module unit so that it can be enabled by swiping a magnet on the outside wall of the unit as shown in the following photos. The TEST location will be clearly labelled so that maintenance staff can quickly check the status of the unit without opening or removing any of the system covers.

RMS60F Shelter Lighting



New location for Magnetic Test switch

Self-Testing

The self-test feature is activated by swiping a magnet over the magnetic switch label as shown in the photos above. A magnet is provided with each unit, but almost any magnet will work to enable the test.

The self-test provides information on system health by flashing the LEDs in a predetermined sequence. On activation, the LEDs will flash 3 times quickly, pause, and then flash slowly, giving 0 to 6 flashes depending on the state of charge of the batteries.

The first 3 flashes indicate that the system and LEDs are wired correctly. If any of the lights do not flash on the initiation of the magnetic swipe test, the system requires troubleshooting, and it is likely that some part of the system is not wired correctly. This usually indicates the LED wiring has not been connected properly.

Swipe the magnet over the indicated location – the lights will flash 3 times slowly and then flash 0 to 6 times to indicate the state of health of the batteries.

During daylight, after the self-test is completed, the LEDs should turn OFF – if the LEDs do not turn off there is a problem with the system wiring – most likely the solar panel is not connected – make sure to check solar wiring and fuse. **If testing at night, then after the self-test is completed, the LEDs should remain ON.**

NOTE – the test will indicate the **lowest battery voltage measured in the previous 24 hours**, - the test does not represent the present battery voltage at time of test. This is because we want to know the lowest night- time voltage and not the daytime voltage when the batteries are receiving charge current from the solar panels. Measuring battery voltage while charging is not an indicator of battery health.

if lowest battery voltage in last 24hrs is:

- > $\geq 12.6V$ flash 6 times, system is fully charged and healthy
- > $\geq 12.4V$ flash 5 times, system is $>75\%$ charged and healthy
- > $\geq 12.2V$ flash 4 times, system $>50\%$ charged and may need attention depending on exposure and weather
- > $\geq 12.0V$ flash 3 times, system is $>25\%$ charged but struggling to maintain healthy charging of batteries
- > $\geq 11.91V$ flash 2 times, system is close to shutting down to protect batteries from over discharge
- > $\leq 11.90V$ flash 1 time, system will have shut down sometime in last 24 hours
- > If system is currently in low voltage disconnect mode (LVD) flash 0 times, system is in LVD protection mode and LEDs will not turn on until batteries have been sufficiently recharged.

Note – Systems with ECM Connect do not have the magnetic swipe test. These systems are tested remotely via the web interface.

Troubleshooting

Activating the self-test is the best way to ensure the wiring is completed correctly. The LEDs must flash – if they do not flash, there is a problem with the system wiring.

During daylight, after the self-test is completed, the LEDs should turn off – if the LEDs do not turn off there is a problem with the system wiring. Make sure the solar panels are connected and the solar fuse has been installed correctly. Check the solar fuse. During night time, or when the panels are covered up to simulate darkness (or solar fuse is removed), the LEDs should turn on. In the event the RMS60F fails to turn on after dark (or simulated darkness):

1. Check that the panel is completely dark. If there is a street-light directly overhead this can sometimes provide enough light to simulate daytime. If you are using a cover to simulate darkness, ensure that the panel is completely covered and totally dark.
2. Remove the power module cover, disconnect the LED harness and place the cover aside.
3. Remove the fuse from the solar harness, then remove the fuse from the positive battery connect lead.
4. Measure the battery voltage across the battery terminals – this requires a digital voltmeter capable of measuring voltage to at least one decimal point.
 - a. If the battery voltage is <11.0Volts, contact Urban Solar Corp for assistance.
 - b. If the voltage is between 11.0 and 11.9V, then the battery needs to be charged before the lights will activate. When the battery voltage falls to less than 11.9V, the ECM protects the battery from over-discharge by disconnecting power to the luminaires. Once the system has had sufficient time and sunlight to recharge and the battery voltage reaches 12.4 Volts, the ECM will reconnect power to the luminaires, and the system will function normally. Charging will occur naturally in the field and the unit can be checked again after a few sunny days. Alternatively, a battery charger may be used – please consult Urban Solar Corp.
 - c. If the battery voltage is >11.9V, the lights should activate.
5. Remove and check all fuses. Replace the fuse(s) if required.

6. Re-insert the LED fuse first. Re-insert the battery fuse second. The lights should flash briefly, and then turn on at a low intensity level after about 5-20 seconds. Re-insert the solar fuse last. The lights will turn off after about 5-10 seconds (provided it is daytime).

If the above steps do not restore normal operation, contact Urban Solar for assistance.

Maintenance

Although the system is designed to be maintenance free, optimal performance requires clean solar panels and lenses. Clean on an annual basis or as required. Use water and a soft sponge or cloth for cleaning and a mild, non-abrasive cleaning agent for more stubborn residue. Rinse well.

Batteries

Be cautious when handling the battery pack. It is capable of generating hazardous short-circuit currents. Remove all jewelry (bracelets, metal-strap watches, rings) before attempting to handle or disassemble the battery pack. Contact Urban Solar if further instruction is required.

Contact and Re-order Information

If you have any questions or feedback, we would like to hear from you. Please visit our website or feel free to contact us directly at 778-430-5516 or techsupport@urbansolarcorp.com

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Corona, California USA, 92879

CERTIFICATE OF COMPLIANCE

Certificate Number 20150904-E471368
Report Reference E471368-20150626
Issue Date 2015-SEPTEMBER-04

Issued to: Urban Solar Corp
5 - 515 Dupplin RD
Victoria
BC V8Z 1C2 CANADA

**This is to certify that
representative samples of**

POWER CIRCUIT AND MOTOR-MOUNTED APPARATUS
Solar load Control off-grid systems.
Models: RMS-30, RMS-50, RMS-80, RMS-30F, RMS-60F,
RMS-90F, RMS-AD-80, RMS-80 RAD-93.

Have been investigated by UL in accordance with the
Standard(s) indicated on this Certificate.

Standard(s) for Safety: UL 508 and CSA C22.2 NO. 14-13, Industrial Control
Equipment.

Additional Information: See the UL Online Certifications Directory at
www.ul.com/database for additional information

Only those products bearing the UL Certification Mark should be considered as being covered by UL's
Certification and Follow-Up Service.

Look for the UL Certification Mark on the product.



Bruce Mahrenholz, Director North American Certification Program
UL LLC

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contact a local UL Customer Service Representative at <http://ul.com/aboutul/locations/>





Urban Solar Warranty of BUY AMERICAN ACT (1933) & BUY AMERICA ACT (1983) Requirement Compliance

BUY AMERICAN ACT (1933) 41 U.S.C. § 8301–8305

The Buy American Act applies to all U.S. federal government agency purchases of goods valued over the micro purchase threshold, but does not apply to services. Under the Act, all goods for public use (articles, materials, or supplies) must be produced in the U.S., and manufactured items must be manufactured in the U.S. from U.S. materials when publicly funded. 1933 Buy American creates a price preference that favors "domestic end products" from American firms on U.S. federal government contracts for: unmanufactured products mined or produced in the United States and manufactured products in which the cost of its U.S. components exceeds 50% of the cost of all components of the item and the product is manufactured in the United States.

BUY AMERICA ACT (1983) 49 U.S.C. § 5323(j) and 49 C.F.R. Part 661

Buy America provisions are applied to transit-related procurements valued over \$100,000, for which funding includes grants administered by the Federal Transit Authority (FTA) or Federal Highway Administration (FHWA). Buy America provisions are a condition of U.S. federal government grants to state, municipal or other organizations including transit authorities that require 100% U.S. content for iron/steel and manufactured products.

Applicability to Contracts. The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock valued at more than \$100,000.

Flow Down. The Buy America requirements flow down from FTA recipients and sub-recipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$100,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

Mandatory Clause / Language. The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA. Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

Urban Solar warranties that it will meet the requirements of the Buy American and Buy America Acts. We are a proud USA manufacturer and employer, and thank you for your business.



Warranty

Urban Solar Corp. ("the manufacturer") provides a limited warranty on all solar-powered LED lighting systems. Specific warranties apply to system components as follows:

Solar Panels 25 year limited warranty.

System electronics, LEDs, and energy control module (ECM) 10 years limited warranty.

Batteries 5 years limited pro-rated warranty with options for 5 and 10 year extended warranties as detailed below:

Standard 5 year Prorated Battery Warranty

60 Month Prorated Battery Warranty	
0 to 24 Months	100% battery replacement
25 to 36 Months	50% of the original battery purchase price applied to the battery replacement.
36 to 48 Months	30% of the original battery purchase price applied to the battery replacement.
48 to 60 Months	20% of the original battery purchase price applied to the battery replacement.

Extended 5 and 10 year Battery Warranty Options - Applies to Premium Batteries Only

60 or 120 Month 100% Battery Warranty	
0 to 60 Months	100% battery replacement
0 to 120 Months	100% battery replacement

All battery warranties subject to site evaluation and/or validation of the system data stored in the Energy Control Module.





Warranty Conditions

Warranty effective date is from date of delivery of product to customer.

All systems and components shall be free of defects in materials and workmanship that have an effect on functionality or performance under normal installation and use conditions for industrial/commercial outdoor lighting products.

The limited warranties set forth herein **DO NOT** apply to any solar module or any other system component which has been subjected to negligence in transportation, handling, storage or use, or has been repaired, or in any way tampered with, or which has been subjected to extraordinary salt or chemical exposure, or which has been subjected to improper installation, application, alteration, unauthorized service, flood, fire, direct or indirect lightning strikes, or other acts of nature, or which has been subjected to accidental breakage, or vandalism.

In addition, the limited warranties do not apply to any cosmetic change in appearance stemming from the normal wear and tear over time of product materials. Warranty claims will not apply if the product label, type or serial number of the applicable product has been altered, removed or made illegible.

Battery warranty shall be void if:

1. Batteries are not installed into operation systems and receiving adequate solar charging within 8 months of delivery of product.
2. Systems are installed into locations that do not have adequate sunlight exposure for charging.
3. Systems are not installed/commissioned/tested properly at time of installation per the product manuals and training provided.
4. System/battery install date is not documented or recorded at time of installation.
5. Original system batteries are replaced with batteries from a 3rd party supplier not approved by Urban Solar Corp.

Solar Panels

Annual output power degradation <1%. At 25 years output power shall be no less than 75% of initial output power assuming panels are cleaned regularly (panels must be cleaned annually).

LEDs

10 year performance warranty. Annual degradation in light output < 2%. At 10 years the lumen maintenance shall be > 80% of initial lumen output.



System Enclosure/Metalwork

Subject to the general warranty conditions, the system enclosure and fasteners shall be free of defects in materials and workmanship. Powder coated metal parts shall be warranted against defects, peeling, and corrosion for 10 years.

Energy Control Module (ECM), Electronics and Wiring

All electrical components, wiring, fuses, circuit breakers, LED drivers, charge controllers re warranted for 10 years subject to the general warranty conditions.

Shading and Site Selection

One of the most critical considerations for solar lighting system performance in urban environments is shade. Shading is variable throughout the seasons, and can be caused by trees and/or buildings. Urban Solar works to educate customers and installation contractors about site selection and the effects of shading on system performance and reliability.

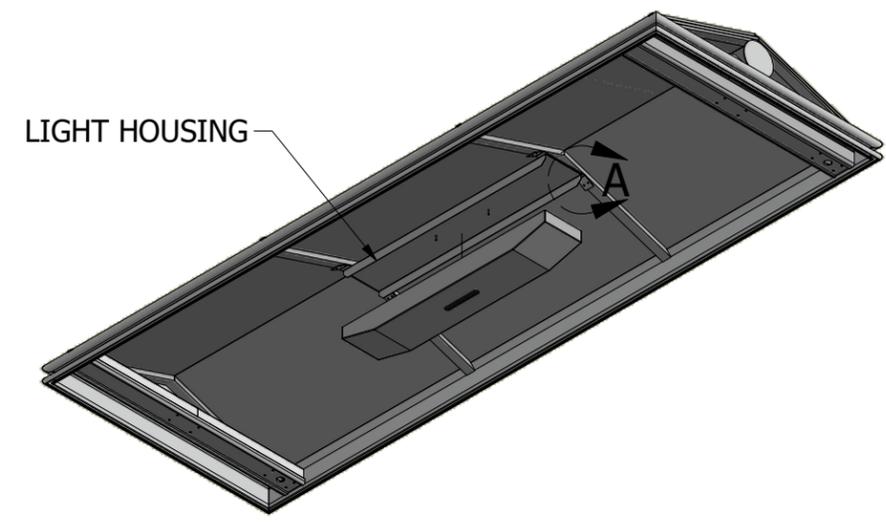
Since it is not practical to assume no shading, a design factor must be established to account for this possibility. Urban Solar typically uses a "shading factor" in the design calculations. The shading factor used depends on the urban environment in which systems are deployed as well as the geographical location and lighting loads. Typically Urban Solar assumes that the system will have a minimum of 65% unobstructed sun exposure – i.e. the solar panels will have full sun exposure for a minimum of 65% of daylight hours at all times throughout the year.

Sites with shading due to tree & building coverage resulting in less than 65% sun exposure may experience intermittent outages that will typically occur in the winter months - but depending on the exposure these systems can recover. However, sites that are receiving very little or no sun exposure are not suitable for solar lighting.

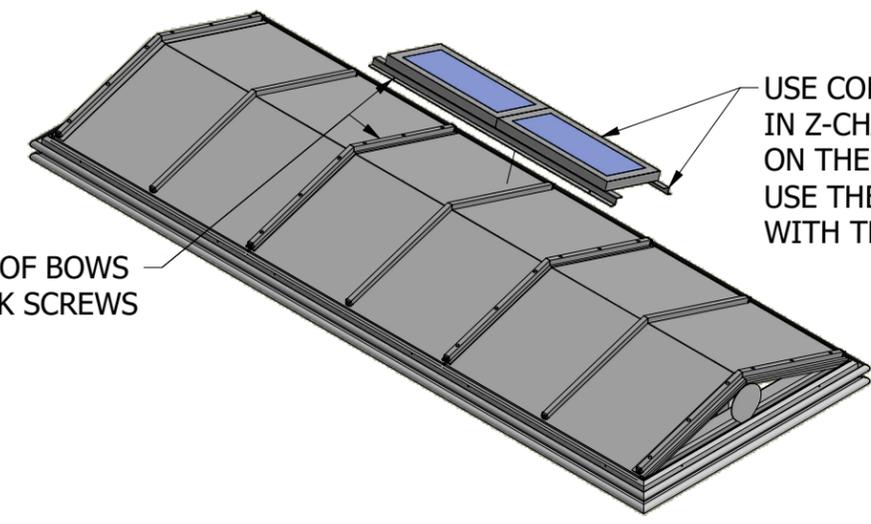
Urban Solar can provide system controllers with “reduced lighting profile programming” for poor solar sites – these sites need to be identified by the agency or contractor so that these reduced profile controllers can be provided. Urban Solar will work with agencies and contractors to identify these sites and recommend a reduced lighting profile.

Note - Any system installed in a site that receives less than the recommended sun exposure will not be covered by Urban Solar's Battery warranty. For further details please contact Urban Solar.

FOR REFERENCE ONLY



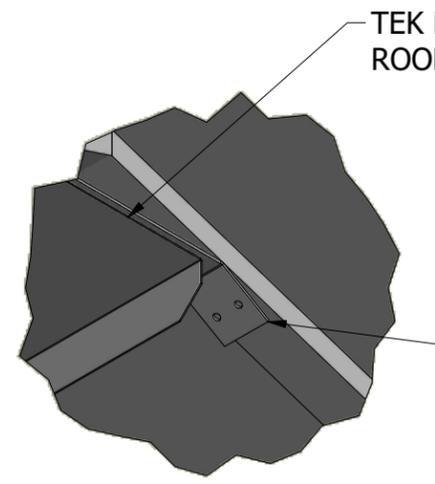
BOTTOM ISOMETRIC VIEW
SCALE 3/8" = 1'-0"



MOUNT Z-CHANNELS TO ROOF BOWS
USING PROVIDED #14 T.P. TEK SCREWS

USE CORRESPONDING SLOTS
IN Z-CHANNEL TO MOUNT TO HOLES
ON THE UNDERSIDE OF EACH PANEL,
USE THE PROVIDED USC HARDWARE INCLUDED
WITH THE SOLAR KIT

TOP ISOMETRIC VIEW
SCALE 3/8" = 1'-0"

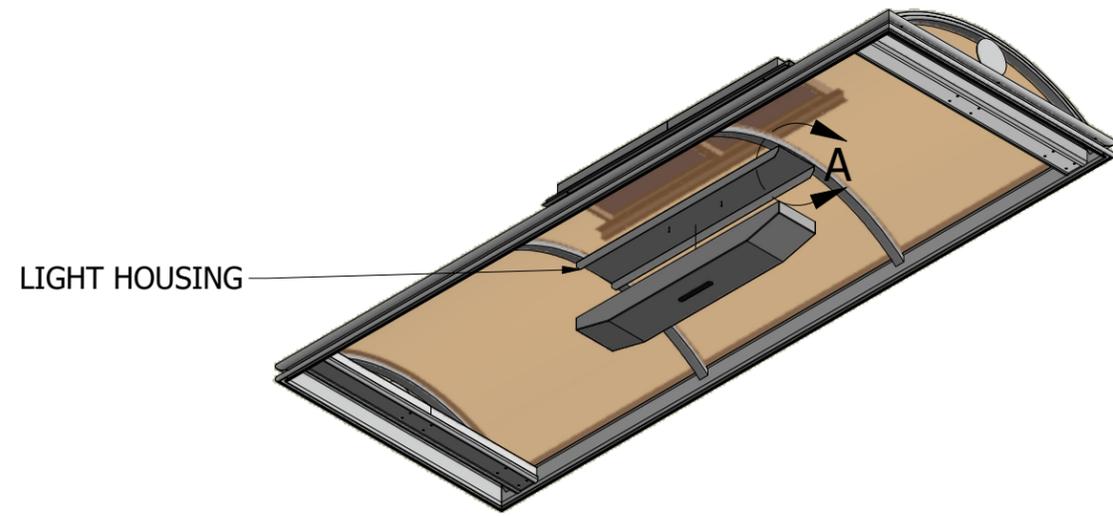


TEK LIGHT HOUSING PAN INTO LOW PEAK ADAPTER BRACKET
ROOF USING PROVIDED SOLAR HARDWARE

LOW PEAK ADAPTER BRACKET,
TEK INTO ROOF BOWS WITH PROVIDED #14 TP SCREWS

DETAIL A
SCALE 2" = 1'-0"

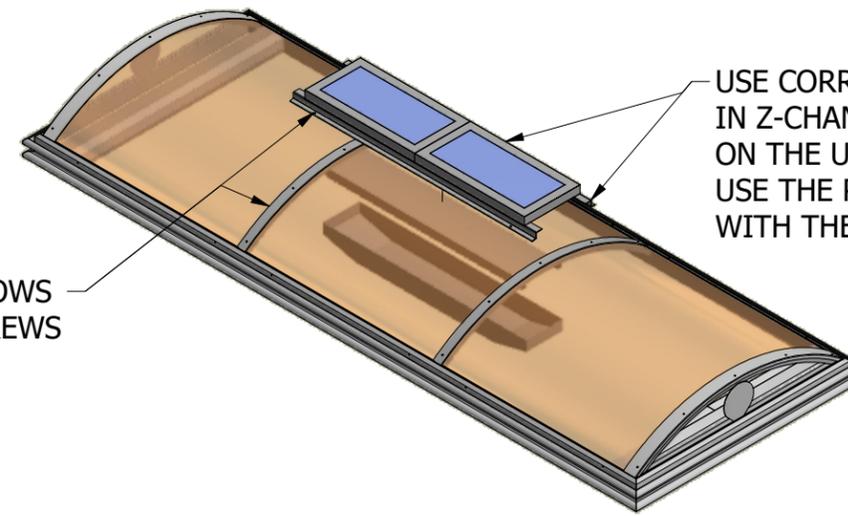
FOR REFERENCE ONLY



LIGHT HOUSING

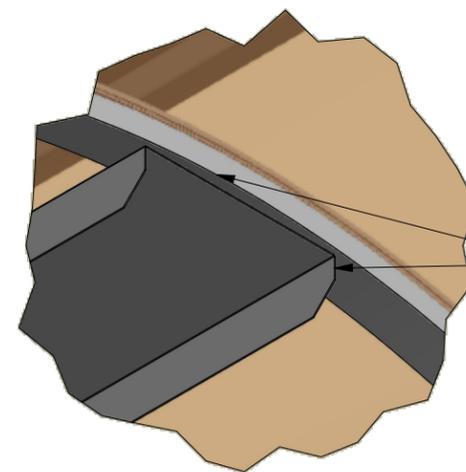
BOTTOM ISOMETRIC VIEW
SCALE 3/8"=1'-0"

MOUNT Z-CHANNELS TO ROOF BOWS
USING PROVIDED #14 T.P. TEK SCREWS



USE CORRESPONDING SLOTS
IN Z-CHANNEL TO MOUNT TO HOLES
ON THE UNDERSIDE OF EACH PANEL,
USE THE PROVIDED USC HARDWARE INCLUDED
WITH THE SOLAR KIT

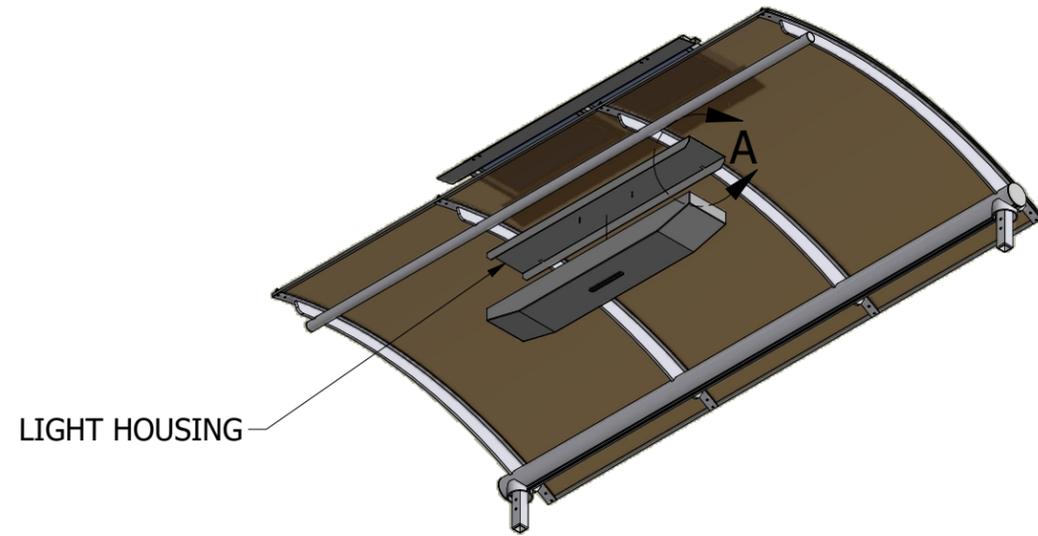
TOP ISOMETRIC VIEW
SCALE 3/8"=1'-0"



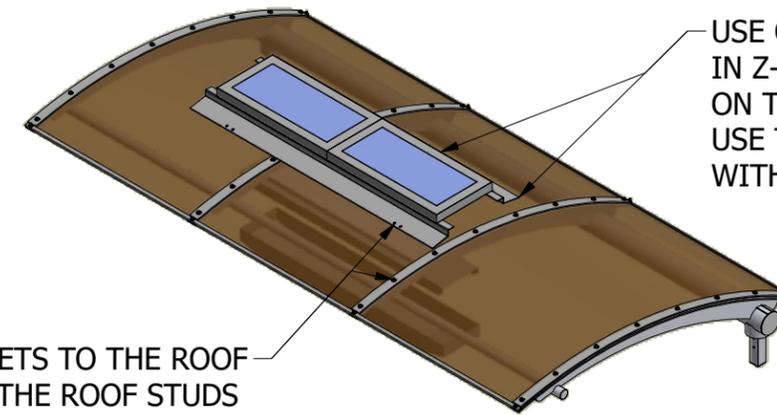
TEK LIGHT HOUSING PAN INTO
ROOF BOWS USING PROVIDED SOLAR HARDWARE

DETAIL A
SCALE 2" = 1'-0"

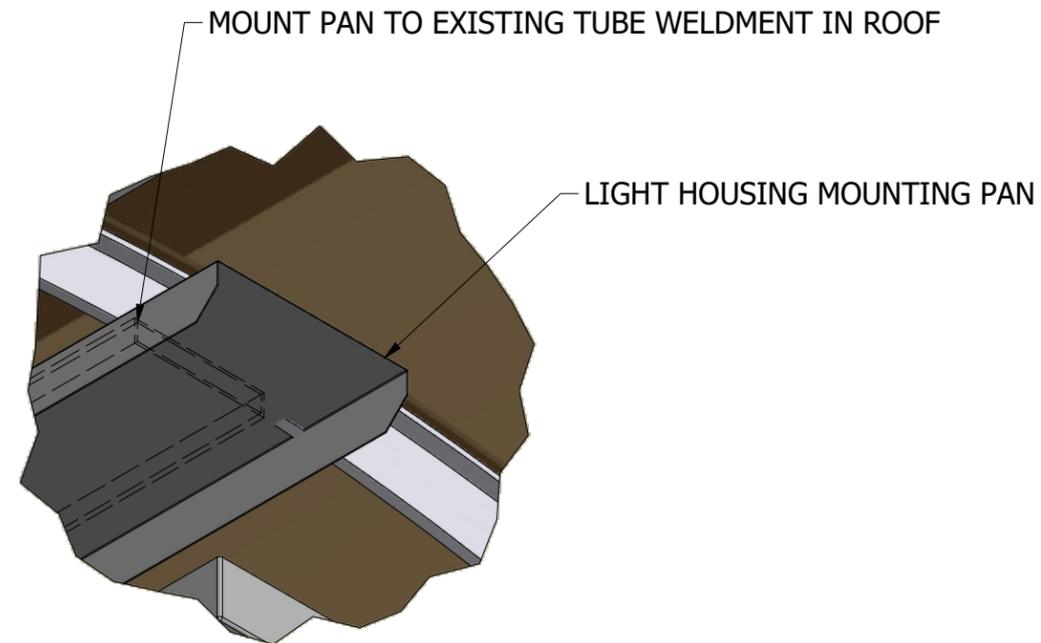
FOR REFERENCE ONLY



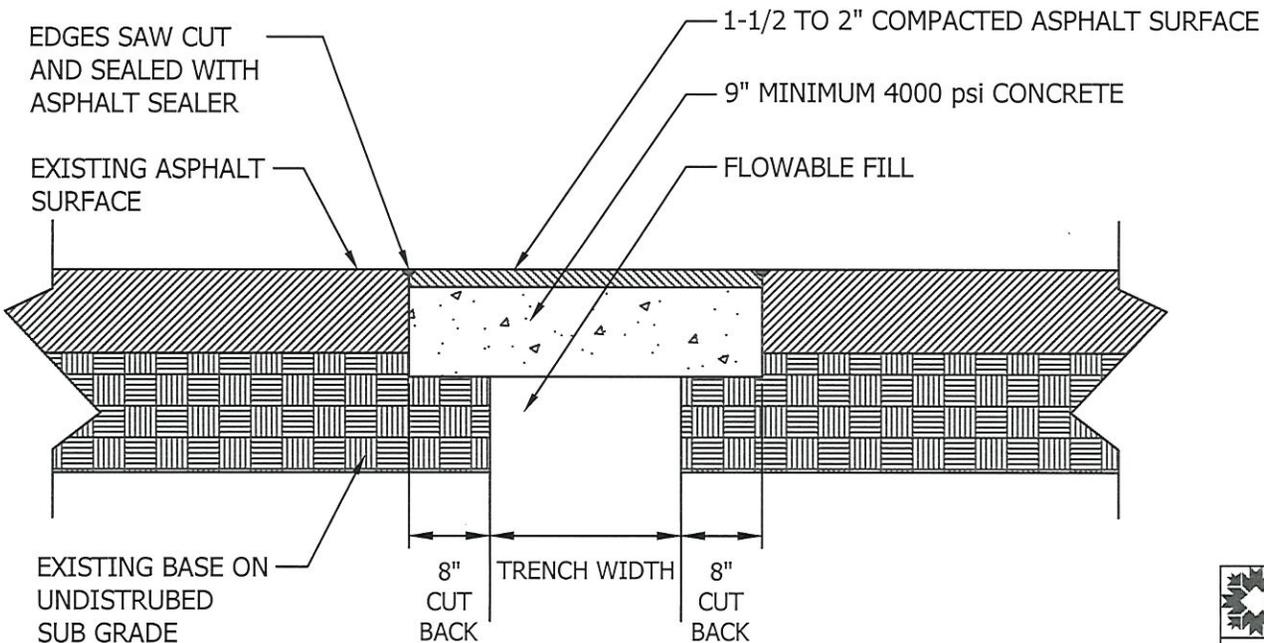
BOTTOM ISOMETRIC VIEW
SCALE 3/8" = 1'-0"



TOP ISOMETRIC VIEW
SCALE 3/8" = 1'-0"



DETAIL A
SCALE 2" = 1'-0"



ASPHALT SURFACE STREET CUT REPAIR

NOTES:

1. A SURFACE PATCH SHALL BE EXTENDED TO ADJACENT SEAM IF ANOTHER SEAM IS WITHIN 2' OF PATCH AREA.
2. CONTACT STREET DEPARTMENT (812-349-3448) IF USING PLATE DURING WINTER.
3. CONTRACTOR SHALL FOLLOW ALL MUTCD GUIDELINES.
4. ALLOW ADEQUATE CURE TIME BEFORE PERMITTING TRAFFIC ON CONCRETE.
5. ALLOW ADEQUATE CURE TIME BEFORE PLACING COMPACTED ASPHALT SURFACE ON CONCRETE.

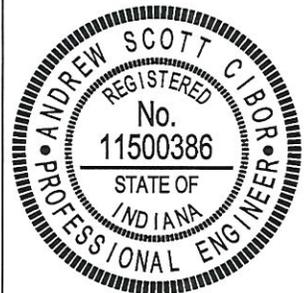
	CITY OF BLOOMINGTON
STANDARD ROADWAY STREET CUT REPAIR DETAILS	
STANDARD DRAWING SC-2	
	<p style="text-align: center;"> ENGINEER</p> <p style="text-align: center;">10/27/2017 DATE</p>

EXHIBIT G

YELLOW CARDINAL RETAINAGE FORMS



ADVISORY GROUP | a first financial company

First Financial Bank dba Yellow Cardinal
Advisory Group ("Yellow Cardinal")

Client Name ("Entity"):	
Type of Entity:	
Principal Address:	
Tax ID:	
Account:	

THE UNDERSIGNED HEREBY CERTIFIES TO YELLOW CARDINAL:

- 1) That (S)he is authorized, in his/her position as Secretary/President/Member/Manager/General Partner (as applicable) of the Entity, and directed to execute this Authorization Certificate on behalf of Entity.
- 2) Entity:
 - a. Is duly organized, validly existing and in good standing in its state of organization as well as in all jurisdictions where Entity operates.
 - b. Has the power and authority to provide this Authorization, to confer the powers identified in this Authorization Certificate, and to carry on its business as currently conducted.
- 3) That the following resolutions were duly adopted by the directors, trustees or other governing body of Entity in accord with and pursuant to the charter and other organizational documents of Entity and applicable law and are in full force and effect and have not been modified or revoked.

RESOLVED:

- a. That Yellow Cardinal is hereby appointed as an investment manager with full authority to direct the management, acquisition, and disposition of Entity's assets designated in its agreements with the Yellow Cardinal.
- b. That the following persons ("Agents") are hereby authorized to act on behalf of Entity and appoint Yellow Cardinal as an investment manager with full authority to direct the management, acquisition, and disposition of the Entity's assets as designated in Entity's agreements with Yellow Cardinal and provide instructions to Yellow Cardinal and execute documents with Yellow Cardinal on behalf of Entity.

	Name:	Title
A		
B		
C		
D		

- c. That Yellow Cardinal is authorized to rely upon and to accept as genuine and authorized the facsimile signature of any Agent or such signatures that resemble facsimile signatures, without any duty to determine the genuineness of such signature or whether it was authorized by Entity.
 - d. That Entity agrees to the terms, conditions, and applicable rules or regulations of Yellow Cardinal governing accounts and services, as may be amended from time to time pursuant to their terms or as permissible by applicable law or regulation.
 - e. That the foregoing resolutions shall remain in full force and effect until written notice of their amendment or rescission shall have been received by Yellow Cardinal, and that receipt of such notice shall not affect any action taken by Yellow Cardinal prior to its receipt of such notice. Entity shall indemnify and hold harmless Yellow Cardinal from any loss or damage arising out of any action by Yellow Cardinal in reliance on, or in furtherance of, these resolutions. All transactions, if any, conducted with Yellow Cardinal prior to the adoption of these resolutions are hereby ratified, approved and confirmed.
 - f. That these resolutions supersede all prior resolutions delivered to the Yellow Cardinal, if any, concerning the above referenced accounts.
- 4) The preceding resolutions and the powers granted therein conform to the organizational documents of Entity now in effect and said resolutions are in full force and effect and have not been amended or rescinded.

ENTITY SEAL
(Optional)

I have subscribed my name to this document on

Signature of Authorized Entity Official

ESCROW AGREEMENT

THIS ESCROW AGREEMENT made as of _____, 20____ by and among the City of Bloomington, Indiana, an Indiana municipal corporation (“Owner”), _____, a(n) _____ “Contractor”, and **FIRST FINANCIAL BANK, an Ohio state chartered bank, dba YELLOW CARDINAL ADVISORY GROUP** (“Escrow Agent”).

1. Recitals.

- 1.1 The City, and Contractor _____ (hereinafter referred to as the “Parties”), simultaneously with the execution and delivery of this Escrow Agreement, have entered into a(n) Agreement for Escrow _____ dated _____, 20____ (the “Agreement”);
- 1.2 The City is required by Indiana law to enter into an escrow agreement of funds for construction of public works projects in an amount of \$100,000 or more; and
- 1.3 The City has agreed to place portions of the funds as part of its Agreement with _____ Contractor retained by the City (“Deposit”) in escrow with Escrow Agent pending the closing of the transactions contemplated by the Agreement or termination thereof prior to closing; and
- 1.4 Escrow Agent is willing to hold the Deposit in escrow on the terms and conditions hereinafter set forth.

2. Agreement. In consideration of the foregoing, the parties hereto hereby agree as follows:

2.1 The Deposit.

- 2.1.1 Delivery of Deposit. The City will deliver to Escrow Agency by wire transfer or certified check immediately available funds, such sum constituting the Deposit. Escrow Agent will promptly deposit and maintain the Deposit as set forth below.

Investment of Deposit.

Escrow agent will deposit the escrowed funds in a segregated First Financial wealth management cash sweep money market account managed and administered by the escrow agent or one of its affiliates; No deposit of escrowed funds will be invested in investment grade bonds or public securities except by the express written agreement of the parties. Any interest, dividends, or other income accruing on the Deposit will be credited to the Escrow Account. Escrow Agent makes no representation as to the yield of such investment and will bear no liability for any delays in depositing the Deposit or for any failure to achieve the maximum possible yield from such Deposit.

- 2.1.2 Net Deposit. The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the “Net Deposit”), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled thereto or, if pursuant to Section 3.6 hereof, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow

Account for the period for which the Deposit is held by Escrow Agent. As a condition to the delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may require its release from any liability arising out of the execution or performance hereof, such release to be in a form reasonably satisfactory to Escrow Agent.

- 2.2 Delivery of Deposit. If the transactions contemplated by the Agreement are consummated as provided therein, then upon delivery of the Payment Certificate in the form attached hereto as Exhibit A and executed by both Parties, Escrow Agent will pay the Net Deposit, plus all accrued interest thereon, less any expenses, including but not limited to attorneys' fees, as instructed on the Payment Certificate or other joint instruction that complies with Section 3.1 below.
- 2.3 Effect of Termination of Agreement. If the transactions contemplated by the Agreement are not consummated as provided therein, then upon delivery of the Payment Certificate in the form attached hereto as Exhibit A and executed by both Parties, Escrow Agent will pay the Net Deposit, plus all accrued interest thereon, less any expenses, including but not limited to attorneys' fees, as instructed on the Payment Certificate or other joint instruction that complies with Section 3.1 below.

3. General.

- 3.1 Proper Certificate. In lieu of the presentation of the Payment Certificate described above, any document purporting to be a certificate will be deemed by the Escrow Agent to be a proper certificate or will suffice as a joint instruction if it contains: (i) the name of the payee; (ii) the amount of the payment to be made; (iii) the manner of payment (i.e., by certified or cashiers check, by account-to-account transfer, or by wire transfer, whichever is applicable); and (iv) the signatures of each of the parties hereto, excluding the Escrow Agent.
- 3.2 Authority of Signatures. Escrow Agent will be entitled to rely upon the authenticity of any signature (and upon any facsimile of a signature as if it were an original signature) and the genuineness and/or validity of any writing received by Escrow Agent from either of the Parties pursuant to or otherwise relating to this Escrow Agreement.
- 3.3 Authority to Execute. Each signatory to this Escrow Agreement warrants that it has full and complete authority to enter into this Escrow Agreement.
- 3.4 Request for Written Instructions. The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.
- 3.5 Reliance on Advice of Counsel. The Escrow Agent may act upon advice of counsel in reference to any matter connected herewith, and will not be liable for any mistake of fact or error of judgment or for any acts or omissions of any kind unless caused by its willful misconduct or gross negligence.
- 3.6 Inconsistent Notices; Payment Into Court. In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or

demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged and relieved of any and all liability hereunder.

- 3.7 Resignation of Escrow Agent. The Escrow Agent may resign at any time by giving a minimum of 30 days' prior written notice of resignation to the Parties, such resignation to be effective on the date specified in such notice. The Deposit, and any other assets held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation, will be delivered to a successor escrow agent designated in writing jointly by the Parties. If no successor escrow agent has been appointed as of the effective date of the resignation, all obligations of the Escrow Agent hereunder will nevertheless cease and terminate, except that the Escrow Agent's sole responsibility thereafter will be to keep safely the Deposit then held by it and to deliver the same to a person designated by both Parties or in accordance with the direction of a final order or judgment or a court of competent jurisdiction.
- 3.8 Limitation of Duties. The Escrow Agent has no responsibility concerning compliance by the Parties with their duties to each other under this Escrow Agreement or any other agreements. Escrow Agent will have only such duties and obligations as are specifically imposed upon it by the terms and conditions of this Escrow Agreement and no implied duties or obligations will be read into this Escrow Agreement against Escrow Agent.
- 3.9 Liability of Escrow Agent. The Parties each agree that Escrow Agent will not be liable to either of the Parties for any act or omission hereunder or any matter or thing arising out of its conduct hereunder, except for Escrow Agent's willful misconduct or gross negligence. Escrow Agent will have no liability of any kind with respect to the Deposit other than to hold, invest (if so provided in Section 2.1.2 above) and release the Deposit or otherwise proceed in accordance with the terms of this Escrow Agreement.
- 3.10 Indemnification. The Parties, jointly and severally, agree to indemnify and hold harmless Escrow Agent from and against any and all costs including its attorney's fees, claims or damages howsoever occasioned that may be incurred by Escrow Agent acting under this Escrow Agreement or to which Escrow Agent may be put in connection with Escrow Agent acting under this Escrow Agreement, except for costs, claims or damages arising out of Escrow Agent's willful misconduct or gross negligence. Following thirty days' notice to each of the Parties, Escrow Agent may charge against the Deposit any amounts still owed to Escrow Agent and may withhold payment of the Deposit as security for any unliquidated claim.
- 3.11 Fees of Escrow Agent. As payment in full for the service to be rendered by Escrow Agent hereunder, Contractor will timely pay to Escrow Agent the fees payable in accordance with Schedule A attached hereto. Contractor agrees to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in the performance of its duties hereunder (including) reasonable fees, expenses and disbursements of its counsel). It is understood that Escrow Agent's fee schedule may be adjusted, upon thirty days' notice to each of the Parties, from time to time to conform with its then current guidelines.

- 3.12 No Obligation to Use Funds. The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.
- 3.13 No Representations. The Escrow Agent makes no representation as to the sufficiency, validity or value of the Deposit or the sufficiency or validity of this Escrow Agreement or any other instrument referred to herein, or as to the correctness of any statement contained herein or therein, except Escrow Agent represents that this Escrow Agreement is binding on Escrow Agent and enforceable against it in accordance with its terms.
- 3.14 Bond. No bond will be required of the Escrow Agent.
- 3.15 Notices. All notices, demands, requests, consents or approvals and other communications required or permitted hereunder will be in writing and, to the extent required by applicable law, will comply with the requirements of the Uniform Commercial Code then in effect, and will be addressed to such party at the address set forth below or to such other address as any party may give to the other in writing for such purpose:

IF TO

City of Bloomington
401 N Morton St. Ste 240
Bloomington, In 47404
Attn: Account Manager

WITH A COPY TO

Attn: _____

Contractor
Information

IF TO

Attn: _____

WITH A COPY TO

Attn: _____

IF TO ESCROW AGENT

YELLOW CARDINAL ADVISORY GROUP

125 3rd St., Columbus, IN 47201

Attn: Lynda Garber, CTFA, Fiduciary Officer

All such communications, if personally delivered, will be conclusively deemed to have been received by a party hereto and to be effective when so delivered; if given by mail, on the fourth business day after such communication is deposited in the mail with first-class postage prepaid, return receipt requested; or if sent by overnight courier service, on the day after deposit thereof with such service; or if sent by certified or registered mail, on the third business day after the day on which deposited in the mail.

- 3.16 **Modification.** This Escrow Agreement will be mutually binding on all parties and may not be modified or amended orally, but only by a writing signed by all parties hereto.
- 3.17 **Headings.** The headings contained in this Escrow Agreement are for reference purposes only and will not affect the meaning or interpretation of such instruments.
- 3.18 **Amendments and Modifications.** This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended and the terms or covenants hereof may be waived only by a written instrument executed by all the parties hereto.
- 3.19 **Entire Agreement.** This Escrow Agreement contains the entire agreement between the parties with respect to the escrow transaction contemplated herein and may not be changed or terminated orally.
- 3.20 **Governing Law.** This Escrow Agreement will be governed by and construed in accordance with the laws of the State of Indiana, without regard to conflict of law principles.
- 3.21 **Jurisdiction.** The Parties hereby irrevocably submit to the jurisdiction of the state court or federal district court having jurisdiction in Monroe County, Indiana, or by written consent of the parties, any state or federal court(s) located within any other county, state or jurisdiction where Escrow Agent is located, in any action or proceeding arising out of or relating to this Escrow Agreement and the parties hereto irrevocably agree that all claims with respect to such action or proceeding will be heard and determined in such federal court.

3.22 **Binding Nature: No Third Party Beneficiaries: Assignment.** This Escrow Agreement will be binding upon and inure solely to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns, and will not be enforceable by or inure to the benefit of any third party, except any successor escrow agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties, except that either of the Parties may assign its rights and obligations hereunder in connection with a permitted assignment of its rights and obligations under the Agreement in which case any signatures required hereunder will be those of such assignee.

3.23 **Counterparts.** This Escrow Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

ESCROW AGENT:

YELLOW CARDINAL ADVISORY
GROUP

By: _____

Name: _____

Title: _____

ESCROW PARTIES:

CONTRACTOR

By: _____

Name: _____

Title: _____

CITY OF BLOOMINGTON

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Reviewed and Approved By:

Jessica McClellan, City Controller

**EXHIBIT A
(FORM OF PAYMENT CERTIFICATE)
[DATE]**

Yellow Cardinal Advisory Group
125 3rd St
Columbus, IN 47201

Attn: Lynda Garber, Fiduciary Officer

Ladies and Gentlemen:

Pursuant to that certain Escrow Agreement dated as of _____, 20____ by and among you as Escrow Agent and the undersigned (the "Escrow Agreement"), the undersigned hereby jointly notify and instruct you to wire transfer the balance in the Escrow Account as follows:

The Net Deposit: Bank: _____
ABA Wire Number: _____
In the account of: _____
Reference: _____

Interest on the Deposit: Bank: _____
ABA Wire Number: _____
In the account of: _____
Reference: _____

The undersigned, in consideration of the release of funds being held by Escrow Agent, and other good and valuable consideration, receipt of which is hereby acknowledged, hereby releases, acquits and forever discharges the Escrow Agent, and its employees, officers, directors, agents, accountants, attorneys and parent companies, and all direct directors, agents, accounts and attorneys of such parent companies and all employees, officers, and heirs, executors, administrators, successors and assigns of all of the foregoing, jointly and severally (collectively, the "Bank Parties"), of and from all and any manner of action, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, covenants, contracts, agreements, promises, obligations, defenses, offsets, counterclaims, damages, judgments, claims, demands and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, that any one or more of the undersigned had, have, may have or may in the future have against any one or more of the Bank Parties arising out of, for or by reason of or resulting from or in any way related, directly or indirectly, to the Escrow Agreement. In addition, the undersigned, jointly and severally, agree not to commence, aid, cause, permit, join in, prosecute or participate in any suit or other proceeding in a position which is adverse to any of the Bank Parties, which suit or proceeding arises from or relates to, in whole or in part, directly or indirectly, any of the foregoing matters.

Sincerely,

THE ESCROW PARTIES:

City of Bloomington

By: _____
Name: _____
Title: _____

Contractor

By: _____
Name: _____
Title: _____
Email: _____

SCHEDULE A

ESCROW FEE SCHEDULE

Escrow Agreement dated _____, 20____, between Yellow Cardinal Advisory
Group City of Bloomington, and _____ . (Contractor)

The Escrow Agent will receive the following fee pursuant to the Yellow Cardinal Advisory Group published schedule, enclosed.

Fee is \$100 per account, per year and will be deducted from the Escrow Balance at the Release of Escrow funds to Contractor.



Schedule of Fees Escrow Account

For normal services of First Financial Bank dba Yellow Cardinal Advisory Group ("Yellow Cardinal") as Escrow Agent Under Agreement, Yellow Cardinal's fees are based on initial market value, as determined by Yellow Cardinal. Separate charges and fees may apply for additional escrow transactions. Fees are charged to the account or billed in the Client. Fees are as follows:

Market Value Fee ☺			Escrow Transaction Fee ☺	
Account Value	Number of Transactions	Annual Fee	Transactions	Annual Fee
<\$1,000,000	1 per month	\$500	1 per month	No charge
\$1,000,001- \$5,000,000	1 per month	\$1,000	2-4 per month	\$500
\$5,000,001- \$10,000,000	1 per month	\$1,500	5-7 per month	\$1,000
\$10,000,001- \$20,000,000	1 per month	\$2,000	8-10 per month	\$1,500
> \$20,000,001	1 per month	TBD	> 11 per month	TBD

* The City of Bloomington Escrow accounts will be charged a flat fee of \$100.00 per account, per year.

The Mutual Fund Compensation Disclosure and the relevant mutual fund prospectuses contain information regarding mutual fund fees and expenses and compensation which may be paid to Yellow Cardinal for services provided to certain mutual funds. You may obtain the Mutual Fund Compensation Disclosure and prospectuses from your account representative.

First Financial Wealth Management utilizes a First Financial Bank sponsored money market sweep deposit account as the primary sweep vehicle for this account. This sweep vehicle will not be subject to redemption fees or suspended withdrawals.

Termination Fees

Upon closing account and distribution of property, escrow agency may charge a reasonable termination fee.

Tax Reporting

An account will be charged for the preparation of federal and state income tax documents as required by law.

Additional Information

Other out-of-pocket expenses may be charged to the account, if and when incurred, which may include but are not limited to, the following:

- Registered mail services;
- Courier delivery services;
- Unusual or complicated asset re-registration;
- Unusual or complicated asset transfers;
- Excessive statement reproduction requests; or,
- Other extraordinary demands;
- Wire fees; and
- Legal fees as incurred.

COMMENTS:

The City of Bloomington Escrow accounts will be charged a flat fee of \$100.00 per account, per year.

GENERAL INSTRUCTIONS

What is this form?

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

Who has to complete this form?

This form must be completed by the person opening a new account on behalf of a legal entity with any of the following U.S. financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities. For the purposes of this form, a legal entity includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. Legal entity does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

What information do I have to provide?

This form requires you to provide the name, address, date of birth and Social Security number (or passport number or other similar information, in the case of Non-U.S. Persons) for the following individuals (i.e., the beneficial owners):

i. Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation).

and

ii. An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30 percent equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)). The financial institution may also ask to see a copy of a driver's license or other identifying document for each beneficial owner listed on this form.

CERTIFICATION OF BENEFICIAL OWNER(S)

(Check One) **New Customer** **Existing Customer** **Triggering Event**

Persons opening an account on behalf of a legal entity must provide the following information:

- a. Name and Title of Natural Person Opening Account:

- b. Name, Type, and Address of Legal Entity for Which the Account is Being Opened:

- c. The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above:

Name	Date of Birth	Home Address	For U.S. Persons: Social Security Number	For Non-U.S. Persons: Social Security Number, Passport Number and Country of Issuance, or other similar identification number ¹	Ownership Percentage

(If no individual meets this definition, please write "Not Applicable.")

(Nonprofit Corporations only complete Part d.)

¹ In lieu of a passport number, Non-U.S. persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

d. The following information for one individual with significant responsibility for managing the legal entity listed above, such as:

- a. An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
- b. Any other individual who regularly performs similar functions. (If appropriate, an individual listed under section (c) above may also be listed in this section (d)).

Name / Title	Date of Birth	Address (Residential or Business Street Address)	For U.S. Persons: Social Security Number	For Non-U.S. Persons: Social Security Number, Passport Number and Country of Issuance, or other similar identification number ¹

¹ In lieu of a passport number, Non-U.S. persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

I, _____ ***(name of natural person opening account)***,
hereby certify, to the best of my knowledge, that the information provided above is complete and

Signature: _____ Date: _____

Legal Entity Identifier: _____ (Optional)

Form
Beneficial Ownership Certification Form - 1-2021

For Institution Use Only:

	Type of Document	Document ID Number	Place of Issuance	Date of Issuance	Expiration Date
Owner 1					
Owner 2					
Owner 3					
Owner 4					
Control Person					

Verified By: _____ Date: _____



Board of Public Works Staff Report

Project/Event: Morton St. and Walnut St Parking Garage Security Camera Replacement
Petitioner/Representative: Public Works Parking Services Division
Staff Representative: Michelle Wahl, Parking Services Director
Date: 12/2/2025

Report

Koorsen Fire and Security will be removing and replacing all security camera in the Walnut and Morton St garages. These cameras are all at the end of their life and need replaced.

Morton St Garage:

- 48 Cameras removed and replaced
 - 3 new 5mp Hanwha Bullet Cameras
 - 44 new 5MP Hanwha vandal-resistant dome cameras
 - 1 4 lens 2mp Hanwha Multi-Image camera.

All cabling and conduit will be reused except for 3rd and 7th floor has damaged wiring and will be removed and replaced.

Walnut St Garage:

- 32 cameras removed and replaced
 - 5 new 5MP Hanwha Bullet Cameras
 - 27 New 5MP Hanwha vandal-resistant dome cameras

All cabling and conduit will be reused. Koorsen will test and troubleshoot the existing cabling on the side of the garage and replace it with water block tape CAT6 cable.

Recommendation and Supporting Justification: Cost = \$101,973.38

Recommend **Approval** **Denial by:** Michelle Wahl



CONTRACT COVER MEMORANDUM

TO: Adam Wason
FROM: Michelle L. Wahl, Parking Services Director
DATE: 12.2.2025
RE: Morton St. and Walnut St Parking Garage Security Camera Replacement

Contract Recipient/Vendor Name:	Koorsen Fire & Security
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Michelle Wahl, Parking Services Director
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	2/1/2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-1065
Due Date For Signature:	12/02/2025
Expiration Date of Contract:	1/30/2026
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$101,973.38
Funding Source:	2207.26.260000.53990
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Michelle Wahl
EEO Certification (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Michelle Wahl
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Michelle Wahl

Summary of Contract:

Koorsen Fire and Security will be removing and replacing all security camera in the Walnut and Morton St garages. These cameras are all at the end of their life.

Morton St Garage:

- 48 Cameras removed and replaced
 - 3 new 5mp Hanwha Bullet Cameras
 - 44 new 5MP Hanwha vandal-resistant dome cameras
 - 1 4 lens 2mp Hanwha Multi-Image camera.

All cabling and conduit will be reused except for 3rd and 7th floor has damaged wiring and will be removed and replaced.

Walnut St Garage:

- 32 cameras removed and replaced
 - 5 new 5MP Hanwha Bullet Cameras
 - 27 New 5MP Hanwha vandal-resistant dome cameras

All cabling and conduit will be reused. Koorsen will test and troubleshoot the existing cabling on the side of the garage and replace it with water block tape CAT6 cable.

City of Bloomington Contract and Purchase Justification Form

Vendor: Koorsen Fire and Security

Contract Amount: \$101,973.38

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

PURCHASE INFORMATION

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

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

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals: 3	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Hoosier Security submitted a bid lower than Koorsen but had to decline the proposal since we can not pay for the services up front. The city remits payment once job is completed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

Koorsen was selected for the bid since they met all the requirements of the City and scope of work. Hoosier Security submitted a bid lower than Koorsen but had to decline the proposal since we can not pay for the services up front. The city remits payment once job is completed.

Michelle Wahl

Parking Services Director

Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
Koorsen Fire & Security**

This Agreement, entered into, on the date last indicated on the signature lines below by and between the City of Bloomington Department of Public Works (the “Department”), and Koorsen Security & Fire (“Contractor”).

Article 1. Scope of Services After receiving a **Notice to Proceed**, Contractor shall provide “installation and take down services of current garage security cameras”, as defined herein, within the following City of Bloomington Parking Garages: Morton Street Garage, Walnut Street Garages. Reference Exhibit A for scope of services. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before January 30, 2026, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Michelle Wahl, Parking Services Director for the Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed One Hundred and One Thousand, Nine Hundred and Seventy Three and Thirty-Eight Cents. (\$101,973.38). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Michelle Wahl, Parking Services Director, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:

Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

Article 8. Identity of the Contractor Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 10. Independent Contractor Status During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification Contractor shall indemnify and hold harmless the City, 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.

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

- a. Comprehensive General Liability Insurance.
 - 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 for each accident.

c. Workers' Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory: and Employers Liability--\$1,000,000 for each accident, for each employee.

d. Umbrella/Excess Liability with a required limit of \$1,000,000.

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

Contractor shall provide a Certificate of Insurance showing each insurance policy to the 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.

Article 13. Conflict of Interest Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 14. Waiver No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 15. Severability The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 16. Assignment Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. Third Party Rights Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

Article 18. Governing Law and Venue This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.23.11.0 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Department: City of Bloomington Public Works, Attn: Michelle Wahl, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Koorsen Fire & Security 1131 Air Drive Bloomington, IN 47404

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

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.

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

CITY OF BLOOMINGTON

Parker Technology

Kerry Thomson, Mayor DATE

Scott Gould, Sr. DATE
VP of Business Development

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director DATE

Kyla Cox Deckard, DATE
President, Board of Public Works

**“EXHIBIT A”
SCOPE OF WORK AND SERVICES**

SCOPE OF WORK: SECURITY CAMERA REPLACEMENT MORTON PARKING GARAGE

Koorsen will replace (48) cameras with (3) new 5MP Hanwha bullet cameras, (44) new 5MP Hanwha vandal-resistant dome cameras, and (1) 4-lens 2MP Hanwha Multi-Image camera. The 3 bullet cameras will be installed on the roof, 2nd floor dumpster area, and 4rd floor in front of Sheriff Dept. The 44 dome cameras will be 28 Pendant mounted and 16 box mounted. The multi-image camera will be installed on the roof using the existing pole and new mounts. These cameras will be configured with the same IP address of the existing cameras, and will connect to the customer’s existing Milestone system. No camera licenses will be added, and Milestone programming is the responsibility of the customer.

The 3rd floor and 7th floor have 1 pendant mounted camera hanging by the wiring and damaged conduit which will need conduit repaired, and troubleshoot and replace wiring for these 2 cameras if needed. Koorsen will need to use outdoor-rated, water block tape CAT6 cable.

The rest of the infrastructure cabling and conduit will be reused and is assumed to be in good working condition. If any repairs or replacements are needed, it should be quoted separately.

Quote includes lift rental for rooftop multi-imager installation.

Existing networking equipment, including PoE+ network switches will be reused and are assumed to be in good working condition. If any repairs or replacements are needed they will be quoted separately.

Koorsen will provide up to 12 hours of troubleshooting and repair time as part of this proposal. If additional work is required it will be quoted separately.

SCOPE OF WORK: SECURITY CAMERA REPLACEMENT WALNUT PARKING GARAGE

Koorsen will replace all (32) cameras with (5) new 5MP Hanwha bullet cameras and (27) new 5MP Hanwha vandal-resistant dome cameras. The bullet cameras will be used in areas where the camera is not covered by the garage ceiling, such as the cameras watching exterior walkways & the roof cameras. Any dome cameras that are currently wall mounted directly to junction boxes will be installed with new arm mounts to keep the dome cover facing down. These cameras will be configured with the same IP address of the existing cameras, and will connect to the customer’s existing Milestone system. No camera licenses will be added or changed at this time.

Assuming that some of the infrastructure cabling is damaged and needs replacement. Since most of the downed cameras appear to be on the south side of the garage, Koorsen will need to test and troubleshoot the existing cabling/uplinks on this side of the garage and replace it with outdoor-rated, water block tape CAT6 cable. If any of the cable pathway or conduit is damaged and needs to be repaired/replaced, that will need to be quoted and completed separately. Koorsen also test each camera cable. If any of this cabling needs to be replaced due to unseen damage then that will also be quoted separately.

- Intent to re-use the existing networking equipment, including PoE+ network switches. This network equipment is expected to be in good working order.
- Intend to re-use the existing cabling infrastructure & conduit if possible. Koorsen will need to troubleshoot and replace the backbone Ethernet cable(s) on the south side of the garage if needed, however if any conduit or cable pathways are damaged and need replaced, that will be quoted separately as a change order.

**“EXHIBIT C”
AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR HAS EMPLOYEES**

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

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

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

Signature

Printed name

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

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

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

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

Signature

Printed name

Morton & Walnut Security Camera Replacement

Contractor Bid List

Contractor	Email	Phone Number	Date of Contact	Date of Walk Through	Bid Amount	Notes
Koorsen Fire & Security	taner.goodman@koorsen.com	812-272-8050	7/30/2025	9/1/2025-9/5/2025	\$101,973.38	
Hoosier Securty	admin@hoosiersecurity.com	317-644-0570	11/3/2025	unknown	\$94,490.37	Called/emailed Joe for clarification of items in the quote
Joe Burge, Sales Director	burg@hoosiersecurity.com	317-260-3033	11/5/2025	unknown		Joe immediately return my call and clarified all my questions I clarified that the we do not do prepayment as it stated in his quote was required. He checked with his operations team and they have to have the project funded prior to start therefore he withdrew his quote proposal via email and over the phone.
Central Security & Communications	feedblitz@mail.feedblitz.com lpence@central-security.com	317-543-1300	11/3/2025 11/5/2025			Did not respond to email quote request



Board of Public Works Staff Report

Project/Event: 2026 Zephyre Monthly Parking Portal and Payment Service A
Petitioner/Representative: Public Works, Jess Goodman
Staff Representative: Jess Goodman
Date: 12.2.2026

Report:

Zephyre is a payment portal system for all Monthly Parking Garage Customers. Zephyre also has a robust reporting system and lets you know how many monthly parkers are in each parking garage at any given time.

This is a monthly subscription for a \$4,000.00 startup fee (1,000 per garage). Zephyre was recommended by Walker Parking Consultants our current service contract for the 2025 Parking Comprehensive Study
Please see the table below for rate comparisons and total fees:

Estimated Savings	
% Savings (per month)	9%
Monthly Savings	\$ 160.58
Annual Savings	\$ 1,926.98

Rate Comparison		
Rate	Current	Zephyre
<i>Effective Processing Rate</i>	3.20%	2.91%

Statement Analysis		
Item	Current	Zephyre
Rate	3.20%	0.40%
Per Transaction	-	0.05
Card Brand Fees	0.00%	2.42%
Monthly Service Fee	-	19.99
PCI/Breach Protection	-	15.95
Total Monthly Fees	\$ -	\$ 35.94

The 35.94 is per Parking Garage per Month plus 2.91% credit card fee per transaction.



CONTRACT COVER MEMORANDUM

TO: Jessica McClellan, Controller
FROM: Jess Goodman
DATE: 12/2/2025
RE: 2026 Zephyre Monthly Parking Portal and Payment Service Agreement

Contract Recipient/Vendor Name:	Zephyre
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Jess Goodman
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2037
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-1060
Due Date For Signature:	January 1, 2026
Expiration Date of Contract:	12/31/2026
Renewal Date for Contract:	
Total Dollar Amount of Contract:	
Funding Source:	452.26.260000.53640
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>	Jess Goodman
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Jess Goodman

Summary of Contract:

Zephyre is a payment portal system for all Monthly Parking Garage Customers. Zephyre also has a robust reporting system and lets you know how many monthly parkers are in each parking garage at any given time.

This is a monthly subscription for a \$4,000.00 startup fee (1,000 per garage). Zephyre was recommended by Walker Parking Consultants our current service contract for the 2025 Parking Comprehensive Study

Please see the table below for rate comparisons and total fees:

Estimated Savings	
% Savings (per month)	9%
Monthly Savings	\$ 160.58
Annual Savings	\$ 1,926.98

Rate Comparison		
-----------------	--	--

Rate	Current	Zephyre
<i>Effective Processing Rate</i>	3.20%	2.91%

Statement Analysis		
Item	Current	Zephyre
Rate	3.20%	0.40%
Per Transaction	-	0.05
Card Brand Fees	0.00%	2.42%
Monthly Service Fee	-	19.99
PCI/Breach Protection	-	15.95
Total Monthly Fees	\$ -	\$ 35.94

The 35.94 is per Parking Garage per Month.

City of Bloomington Contract and Purchase Justification Form

Vendor: Zephire

Contract Amount:

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

PURCHASE INFORMATION

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

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

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals:	Yes	No	
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Was the lowest cost selected? (If no, please state below why it was not.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Walker Parking Consultants recommended this Monthly Parking Software since it is compatible with all most all parking equipment companies.
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

Walker Parking Consultants recommended this Monthly Parking Software since it is compatible with almost all parking equipment companies.

Print/Type Name

Print/Type Title

Department

MASTER SERVICE AGREEMENT

This Master Service Agreement (“Agreement”) is a legal agreement between you City of Bloomington (“Client”) and Fullsteam Software Holdings LLC DBA Zephire, a Delaware limited liability company (“Zephire”), for the limited right to access and use Zephire’s proprietary point of sale system and related services (“Service”), effective as of the last date indicated on the signature lines below (“Effective Date”). Any order form executed by Client and Zephire (“Order Form” or “Quote”) are hereby incorporated into this Agreement by reference. Client and Zephire may each be known as the “Party” or collectively as the “Parties.” This Agreement is made and effective as of the date the Order Form is executed by both Parties.

1. SERVICE SUBSCRIPTION AND LICENSE TERMS

1.1. **Grant of Access.** Subject to the terms and conditions of this Agreement, Zephire grants to Client a limited, non-exclusive, revocable, non-transferable, and non-sublicensable license for Client’s authorized employees, agents, representatives, consultants, and contractors (“Authorized Users”) to access and use the Service during the Term (the “License”). Authorized Users must agree to the associated Terms of Service located at <https://www.zephirepark.com/master-services-agreement> that exist as of the Effective Date of this Agreement prior to accessing or using the Service. This Agreement does not permit access by persons who are not Authorized Users or access to the Service through devices other than Client’s or Authorized Users’ computers.

1.2. **Modifications.** At any time and from time to time, Zephire may: (i) modify or release a new version of the Service and/or Documentation; (ii) add new features or functionality to the Service and/or Documentation; and/or (iii) remove existing features or functionality from the Service and/or Documentation (each a “Modification”). Zephire shall not incur any liability to Client or any other person by reason of a Modification.

1.3. **Order Form.** The specific Services to be provided to Client shall be specified in an Order Form executed by both Parties. The initial Order Form is included in Exhibit A of this document. In the event of a conflict between this Agreement and an Order Form, the terms of this Agreement shall govern. Client may not terminate this Agreement while the Parties have an active Order Form, and any such purported termination is void.

1.4. **Reservation of Rights.** Access to the Service is licensed on a limited term and subscription basis and is not sold. All rights not specifically granted to Client hereunder are reserved by Zephire or its third-party service providers. Nothing herein will prevent Zephire from promoting, providing, licensing, or sublicensing the Service or providing any services to other parties. Client will promptly notify Zephire of any determination, discovery, or notification that any person or entity is or may be misusing or infringing any Service.

1.5. **Work Product.** All work product, customizations, improvements, and/or enhancements to the Service performed by Zephire for Client pursuant to this Agreement, including as identified on any addendum executed by the parties pursuant to this Agreement (collectively, “Work Product”), shall be owned exclusively by Zephire. If, by operation of law or otherwise, any Work Product is not owned exclusively by Zephire immediately upon creation thereof, Client agrees to assign, and hereby irrevocably assigns, to Zephire exclusive ownership of such Work Product and expressly disclaims

any ownership rights thereto. Client will cooperate with Zephire to confirm and/or execute such assignments and Zephire's ownership of Work Product and/or Feedback.

1.6. **Feedback.** Client further hereby irrevocably assigns to Zephire ownership of any and all suggestions, modifications, enhancements, improvements, alterations, changes, or revisions to the Service made or suggested by Client or Authorized Users ("Feedback").

1.7. **Third Party Services.** The Service may include or incorporate applications or content developed or provided by third parties, including, but not limited to, third-party APIs, third-party widgets and third-party tools. Client's use of such third-party applications and content shall be subject to the terms and conditions of any third-party agreements associated with such applications or content, and Client is solely responsible for its compliance with such terms and conditions. Client acknowledges that Zephire is not responsible and will not be liable in any way for hosting the Service under this Agreement, and any Client data loss, downtime or periodic unavailability of the Service due to system maintenance, upgrades, or any other reason is outside Zephire's control. CLIENT UNDERSTANDS AND AGREES THAT THE SERVICE IS HOSTED BY AND PROVIDED THROUGH THIRD-PARTY SERVICE PROVIDERS AND THAT ZEPHIRE WILL HAVE NO LIABILITY TO CLIENT OR ANY OTHER THIRD PARTY FOR THE ACTS OR OMISSIONS OF ITS THIRD-PARTY VENDORS.

1.8. **Documentation.** Subject to the terms and conditions of this Agreement, Zephire grants to Client a limited, non-exclusive, non-transferable, revocable, and non-sublicensable right and license to use and make copies of the instructions and guidelines that may accompany the Service as may be provided or made available online or in writing by Zephire ("Documentation"). Documentation is for Client's internal use only, for archival purposes, and for training and education of Authorized Users, provided that all proprietary notices of Zephire and its licensors, if any, are reproduced and retained. Zephire reserves the right to modify any Documentation in Zephire's sole determination.

2. PROHIBITIONS. Use of and access to the Service is permitted only by Client and Authorized Users. Under no circumstances may Client or Authorized Users modify, decompile, reverse compile, disassemble, reverse engineer, decrypt, or otherwise seek to recreate the source code of the Service, modify or adapt the Service in any way, use the Service to create a derivative work, or grant any other person or entity the right or access to do so, without Zephire's advance written consent. Except as expressly authorized by this Agreement, Client and Authorized Users will not (a) modify, copy, duplicate, reproduce, unbundle, license, sublicense, sell, assign, transfer, display, distribute, lend, rent, lease, sublease, or make available the Service or any portion thereof to any third party; (b) provide, transmit, disclose, divulge, or make available to, or permit use of the Service by, any third party or entity or machine; (c) use the Service in a service bureau, out-sourcing or other arrangement to process or administer data on behalf of any third party; (d) publish, post, upload, or otherwise transmit any unlawful, false, offensive, defamatory, or infringing data or any data that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that damage, detrimentally interfere with, surreptitiously intercept, or expropriate any systems, data, personal information, or property of another; (e) use or knowingly permit the use of any security testing tools in order to prove, scan, or attempt to penetrate or ascertain the security of Zephire or the Service; (f) attempt to gain any unauthorized access to the Service or customer data or attempt any unauthorized alteration or modification thereof; (g) use or launch, or knowingly permit the use or launch of, any automated system, including, without limitation, "robots," "spiders," or "offline

readers,” that access the Service; or (h) any use of the Service or the information contained therein in violation of any applicable law or regulation. Zephire may, at its sole discretion, suspend Client’s use of the Service if Zephire determines that Client or Authorized Users are, or likely to, violate any of the prohibitions in this section.

3. CLIENT DATA

3.1. **Client Data.** Use of the Service may involve the receipt, processing, and storage of data input by Client, Authorized Users, and Client’s end users (“Client Data”). In connection with Client Data, Client affirms, represents, and warrants that Client owns or has the necessary licenses, rights, consents, and permissions to collect, use, and authorize Zephire to use all Client Data in the manner contemplated hereunder and to transfer to and process such Client Data. Client will provide Zephire with copies of any consents or other materials as may be requested by Zephire and will use any consent forms that may be required by Zephire. Client represents and warrants that the use of Client Data does not violate any applicable privacy law.

3.2. **License to Client Data.** Client hereby grants Zephire and its service providers a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, modify, edit, adapt, publish, translate, incorporate, prepare derivative and collective works utilizing the Client Data for purposes of providing the Service and exercising the rights and obligations herein. Client grants Zephire the royalty free right and license to develop and use De-identified Data using the Client Data, Client and Authorized User’s interaction with the Service. “De-identified Data” is information that has been stripped of information that is unique to and could be used to identify a particular individual, facility, or client.

3.3. **Accuracy of Client Data.** Client is solely responsible for the accuracy, content, currency, completeness, or delivery of the Client Data provided by Client, Authorized Users, and Client’s end users. Zephire does not monitor the accuracy of the Client Data.

3.4. **Return of Client Data.** In the event of any termination or expiration of the Agreement, or otherwise at Client's request, Zephire shall provide access to all Client Data in a commonly used machine-readable format or such other format as agreed by Client and Zephire for thirty (30) days after the termination or Expiration of the Agreement.

4. PAYMENT.

4.1. **Fees and Expenses.** Client’s use of the Services is subject to prompt payment of all fees and other amounts, including without limitation, expenses (“Fees”) as described in each applicable Order Form. Any payments made via check may be subject to a \$25 processing fee. Company may adjust Fees at any time with thirty (30) days’ notice. Unless the Order Form provides otherwise, Company will send Client an invoice for all Fees owed on a monthly basis, and all Fees not subject to a good faith dispute are due within thirty (30) days of the services having been rendered. To the extent that Client disputes any invoice, Client must provide Company notice of such dispute in writing within fifteen (15) business days of the invoice date, or Client shall waive any claim with respect to such invoice. Late payments are subject to a service charge of 1.5% per month (18% per annum), or the maximum amount allowed by law, whichever is more. All Fees are nonrefundable and non-cancellable, except as expressly provided in this Agreement, and are exclusive of taxes. In the event of nonpayment or any shortfall in Fees paid, Client authorizes

Company and its Affiliates (defined below) to increase fees, dues, assessments, and/or debit any of Client's accounts with Company or Company's Affiliates, including those accounts associated with a payment processing agreement between Client and Affiliate. As used in this Section, "Affiliate" of a party means any corporation or other entity that such party directly or indirectly controls, is controlled by, or is under common control with. In this context, a party "controls" a corporation or other entity if it or any combination of it or any combination of it and/or its Affiliates owns more than fifty percent (50%) of the voting rights for (i) the board of directors, or (ii) other mechanism of control for such corporation or other entity.

4.2. Early Termination. In the event that Zephire elects to terminate this Agreement in accordance with Section 7.3 or Client or Client's Assignee terminates this Agreement before the end of the Term without cause under Section 7, Zephire shall be entitled to recover immediately from Client all Fees due prior to such termination, together with liquidated damages in a sum equal to the monthly Fees multiplied by the months remaining in the Term if the Term had not been terminated early..

4.3. Taxes. Client agrees to pay all taxes or levies of whatever nature arising out of or in connection with this Agreement, including the sale, delivery, ownership, or use of the Service (including VAT) or any other activities hereunder, excluding taxes based on Zephire's income. Client will reimburse and indemnify Zephire in full for any of the foregoing taxes or levies that are paid by Zephire for which Client is responsible hereunder. If Client is required by law to withhold or deduct any amount from the Fees, Client will increase the Fees paid to Zephire such that Zephire receives the full amount of Fees specified under this Agreement. If Client asserts that any transaction under this Agreement is tax-exempt, Client will provide Zephire a tax exemption certificate acceptable to the applicable taxing authority.

5. CLIENT OBLIGATIONS

5.1. Accessing and Using the Service. Client will have the sole responsibility for acquiring, installing, and maintaining its own technology environment and equipment necessary to properly access, operate, and utilize the Service, including, without limitation: Internet access, LANs and WANs; for any communications or other costs incurred in operating, accessing and using the Service; and for any other expenses relating to the foregoing. Client will be responsible for selecting and training adequate personnel with the requisite experience necessary to operate Client's systems and who are familiar with Client's records associated with the Service. Client will be solely responsible for the security and confidentiality of any usernames or passwords granted to Client or Authorized Users to access the Service and will limit disclosure of such usernames and passwords to Authorized Users. Client will be solely responsible for any authorized or unauthorized access to the Service using such usernames and passwords, and any actions taken thereunder. Client will limit use of access to the Service solely to those Authorized Users whose duties require such use and access.

5.2. Client Contact. Client will cooperate with Zephire in all matters relating to the Service and appoint a Client employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Client with respect to matters pertaining to this Agreement (the "Client Contact Manager"). Client will provide access to Client's premises, and such

office accommodation and other facilities as may reasonably be requested by Zephire, for the purposes of performing any professional services, if applicable. Client will respond promptly to any request from Zephire to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Zephire to provide any such professional services, if applicable.

5.3. Regulatory Compliance and Liability. Client assumes sole and complete responsibility for ensuring that Authorized Users' use of the Service and all related Client policies and procedures are in compliance with this Agreement, the Terms of Service and all applicable federal, state and local laws and regulations, including, without limitation, any federal, state or local privacy or information security laws or regulations. Client agrees that it is fully liable for the acts and omissions of all users, whether Authorized Users or otherwise, that use and access the Service.

5.4. Email and Text Features. Client represents and warrants that Client has a current relationship with each person to whom an email or text message is to be sent. Client is solely responsible for ensuring that the email feature(s) are utilized in a manner that complies with local, state, and federal laws, rules and regulations. This includes, but is not limited to, compliance with applicable email and telemarketing laws such as the CAN-SPAM Act and Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227, the EU ePrivacy Regulation, and comparable state laws. Moreover, Client represents and warrants that each person to whom an email and/or text message is to be sent has specifically granted Client the permission to do so by whatever technology Client chooses; and opt-outs are provided pursuant to applicable law, rule or regulation. Client is responsible for the content and will be identified as the sender of each email and/or text message sent on Client's behalf. Client is solely responsible for obtaining any and all permissions required to use email features.

5.5. Americans with Disabilities. Client is solely responsible for compliance with all applicable laws and regulations, including but not limited to Title III of the Americans with Disabilities Act ("ADA") and New York's state and city level Human Rights Act, and California's Unruh Civil Rights Act.

Zephire will ensure all web hosting services under this Agreement meet at least the following standards for accessibility: Web Content Accessibility Guidelines (WCAG) Version 2.1, currently available at <https://www.w3.org/WAI/standards-guidelines/wcag/>.

5.6. Suitability and Accuracy. Client is responsible for determining the suitability of the Service for its business operations and whether the Service will achieve the results Client desires. Client is solely responsible for understanding the limitations of the Service. Records kept using the Service may contain errors, whether resulting from incorrect input or recording of information, Service errors, or other causes. Client is responsible for ensuring the accuracy of any data input into the Service (including Client Data), ensuring and confirming the accuracy of any output and results created by the Service prior to use or dissemination, and undertaking procedures to test, identify and correct any errors or omissions relating to the foregoing.

6. SECURITY. Zephire uses reasonable and appropriate administrative, physical, and technical security programs and procedures to protect and secure the Service and Client Data. Client agrees to use reasonable efforts to prevent unauthorized persons from having access to the Service or any equipment providing the Service. Each Party agrees to notify the other Party promptly upon becoming aware of any unauthorized access or use of the Service or Client Data by any third party.

7. TERMINATION

7.1. **Term.** This Agreement starts on the Effective Date and continues until expiration or termination of all applicable Order Forms or until terminated as authorized in this Agreement, whichever occurs first (the “Term”).

7.2. **Termination.** This Agreement will terminate immediately and without action from Zephire in the event: (a) the Term expires; (b) Zephire gives Client notice of additional terms and conditions that will govern use of or access to the Service and Client does not accept the additional terms and conditions; (c) any software, products and/or materials necessary to provide the service contemplated hereunder is terminated by a third-party for any reason; or (d) Zephire ceases providing access to the Service to its clients generally. Client or Client’s Assignee may terminate this Agreement if Zephire materially breaches a term or condition of this Agreement and Zephire does not cure such material breach within thirty (30) days of receiving written notice of the breach OR if Client’s administration or legislative body fail to appropriate funds for the contract. In the event that Client terminates this Agreement due to Zephire’s breach, Client will not be responsible for fees due under this Agreement for services not yet rendered. In the event this Agreement is otherwise terminated early, Client shall pay the Fees for the remaining Term as if the Term was not terminated early. Such payment shall be due within thirty (30) days of termination.

7.3. **Termination Due to Default.** The following shall constitute a default event by Client: (a) Client’s failure to pay any Fees when due; (b) Client breaches the terms and conditions of this Agreement that remains uncured for ten (10) days; and (c) Client is the subject of a voluntary or involuntary bankruptcy, reorganization or liquidation proceeding, is insolvent, makes an assignment for the benefit of creditors or admits in writing its inability to pay debts when due.

7.4. **Effect of Termination.** Upon the termination or expiration of this Agreement for any reason: (a) Client’s and Authorized Users’ License and rights to use the Service will immediately and automatically terminate; (b) Client and Authorized Users will cease all access and use of the Service; (c) Client will immediately return to License any Documentation, and any other License property in Client’s possession; and (d) Client will certify its compliance with this section to License in writing upon request. Upon any termination or expiration of this Agreement, with notice provided in writing by Client, Zephire will promptly provide Client with all Confidential Information then in Zephire’s possession or destroy all copies of the Confidential Information, at Client’s sole discretion and direction.

8. LIMITED WARRANTY, DISCLAIMER, LIMITATION OF LIABILITY

8.1. **Warranty Disclaimer.** EXCEPT AS STATED EXPRESSLY HEREIN, THE SERVICE, THE DOCUMENTATION, AND ANY SERVICES PROVIDED BY ZEPHIRE UNDER THIS AGREEMENT ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, ZEPHIRE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. ZEPHIRE DOES NOT WARRANT AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS THAT THE SERVICE WILL MEET CLIENT’S REQUIREMENTS; THAT ACCESS TO OR OPERATION OR USE OF THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR VIRUS FREE; THAT DEFECTS IN THE SERVICE, IF ANY, WILL BE CORRECTED; OR THAT RESULTS WILL BE TIMELY, ACCURATE, ADEQUATE OR COMPLETE.

ZEPHIRE DOES NOT WARRANT OR REPRESENT THAT USE OF THE SERVICE WILL RESULT IN COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS, AND CLIENT UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ENSURING COMPLIANCE WITH ANY AND ALL APPLICABLE LAWS AND REGULATIONS.

8.2. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL ZEPHIRE BE LIABLE TO CLIENT OR ANY THIRD PARTY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOST PROFITS, LOSS OF DATA, WORK STOPPAGE, OR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF ZEPHIRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, ZEPHIRE'S ENTIRE AGGREGATE LIABILITY, AND CLIENT'S SOLE AND EXCLUSIVE REMEDY, FOR ANY CLAIM OR CAUSE OF ACTION ARISING HEREUNDER (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO ZEPHIRE UNDER THIS AGREEMENT WITHIN THE IMMEDIATELY PRECEDING SIX (6) MONTH PERIOD,. THE SERVICE IS NOT A BACKUP SERVICE FOR STORING CONTENT OR OTHER DATA AND ZEPHIRE WILL HAVE NO LIABILITY REGARDING ANY LOSS OF DATA. ZEPHIRE ASSUMES NO RESPONSIBILITY OR LIABILITY REGARDING ANY THIRD-PARTY HARDWARE, EQUIPMENT OR SERVICE WITH WHICH THE SERVICE MAY BE REQUIRED TO COMMUNICATE OR OPERATE. THE PARTIES UNDERSTAND THAT THE FOREGOING DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY ARE MATERIAL TERMS OF THIS AGREEMENT AND A REFLECTION OF THE RISKS ASSUMED BY THE PARTIES IN ORDER FOR ZEPHIRE TO PROVIDE, AND CLIENT, AUTHORIZED USERS, AND END USERS TO OBTAIN ACCESS TO THE SERVICE.

9. INDEMNIFICATION

9.1. **Zephire Indemnification.** Zephire will indemnify, defend, and hold harmless Client and its officers, directors, agents and employees (collectively, "Client Parties") from and against any and all claims (including any and all liabilities, damages, losses, costs and expenses and reasonable attorneys' fees arising therefrom) ("Claims") to the extent arising from any action or proceeding brought by a third party against the Client Parties alleging that the Service infringes a United States copyright or patent, or misappropriates a trade secret of a third party, in the venue in which the Service is provided; provided, however, that Zephire will have no liability to the Client Parties with respect to any Claim that is based upon, arises out of, or would not have occurred but for (A) Client's or Authorized User's unauthorized operation, combination or use of the Service with any software, hardware, product, or apparatus installed in Client's application or operating system environment following implementation of the Service; (B) Client's or Authorized User's use of any third party software or service not in accordance with the license agreement for such third party software or service; or (C) any act or omission by Client or Authorized Users which is a breach of any of the obligations under this Agreement. If Zephire reasonably believes that the Service infringes a copyright or patent, or misappropriates a trade secret of a third party, then Zephire, at Zephire's sole choice, may (i) acquire the right for Client to continue to use the affected portion of the Service in accordance with the terms of this Agreement; (ii) replace or modify the affected portion of the Service so that they become non-infringing; or (iii) terminate this Agreement and refund to Client an equitable portion of the Fees already paid for the affected Service.

9.2. **Client Indemnification.** Client will indemnify, defend, and hold harmless Zephire, its affiliates and their respective officers, directors, agents and employees (collectively, "Zephire

Parties”) from and against any and all Claims to the extent arising out of any action or proceeding brought by a third party against any one or more of the Zephire Parties (i) alleging injury, damage or loss resulting from Client’s use of the Service (other than a Claim for which Zephire is obligated to hold harmless, indemnify and defend the Client Parties under Section 9.1 above); (ii) alleging that the Client Data located upon the Service infringes a copyright or patent, or misappropriates a trade secret of a third party; (iii) related to any act or omission by Client which is alleged to violate applicable law or (iv) alleging injury, damage or loss resulting from Client’s use of any third party software or service in connection with the Service.

9.3. Exclusive Remedy. This Section 9 sets forth Client’s exclusive remedy with respect to any Claim for Zephire’s alleged violation of the intellectual property or other rights of third parties with respect to the Service. Zephire shall have no liability to indemnify Client under this indemnification Section if Client is in breach of any of its obligations under this Agreement.

9.4. Conditions for Indemnification. Zephire and Client’s indemnification obligations as provided above will be conditioned upon the Party seeking indemnification: (i) giving prompt written notice to the other Party of any claim, demand, or action for which indemnity is sought; (ii) fully cooperating in the defense or settlement of any such claim, demand or action; and (iii) giving the indemnifying Party sole control of the defense, investigation, and/or settlement of the claim, demand or action for which indemnification is sought, including, without limitation, the employment and engagement of attorneys of its choice to handle and defend the same. In no event, however, will the indemnifying party admit liability on behalf of the indemnified party without the prior written consent of such indemnified party, such consent which will not be unreasonably withheld, conditioned or delayed. Subject to the foregoing, however, the indemnified party, at its own expense, may participate, through its attorneys or otherwise, in the investigation, trial, and defense of any such claim, demand, or action, and any appeal therefrom.

10. CONFIDENTIALITY

10.1. Confidential Information. “Confidential Information” means: (b) all nonpublic information concerning the disclosing Party’s business, technology, products, services, internal structure, and strategies, specifically including, without limitation, the Service, Documentation, Intellectual Property, end-user materials, work product, proposals, designs, concepts, methodologies, inventions, source code, object code, developments, research, programs, databases, referral sources, customers, prospective customers, inventions, developments, “know-how,” procedures, financial information, business information, business plans, or licensing policies; (c) any other information clearly labeled by the disclosing Party in writing as “confidential” or “proprietary” prior to its disclosure; and (d) all such information that, by its nature, a reasonable party would consider to be confidential or proprietary. The following information will not be considered Confidential Information: (i) information which was in the public domain prior to its disclosure; (ii) information which becomes part of the public domain by any means other than through violation of this Agreement; (iii) information independently developed by the receiving Party without reference to the disclosing Party’s Confidential Information; or (iv) information received from a third party not under any obligations of confidentiality.

10.2. Confidentiality and Non-Use. The receiving Party will use reasonable efforts to avoid unauthorized disclosure of the disclosing Party’s Confidential Information. The receiving Party will

protect the disclosing Party's Confidential Information from unauthorized disclosure by taking at least those steps that the receiving Party uses to protect its own Confidential Information, but in no event less than reasonable efforts. The receiving Party will not use the disclosing Party's Confidential Information except for purposes of fulfilling its obligations under this Agreement. The receiving Party may disclose the disclosing Party's Confidential Information to its employees, agents, service providers, and other persons who have a need to know such Confidential Information in connection with this Agreement. Before doing so, the receiving Party will take reasonable steps to ensure that such persons will comply with the restrictions imposed on the receiving Party by this Agreement. The obligation to protect Confidential Information will continue as long as the receiving Party possesses the disclosing Party's Confidential Information.

10.3. Permitted Disclosure. The receiving Party may disclose Confidential Information as required by law or in compliance with any court or administrative order; provided that the receiving Party gives the disclosing Party reasonable written notice as permitted by law that such Confidential Information is being sought by a third party in order to afford the disclosing Party the opportunity to limit, protect or prevent such disclosure.

11. NON-SOLICITATION

11.1. Non-Solicitation. During the Term and for a period of twelve (12) months thereafter, Client and Zephire shall not, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under this Agreement on behalf of either entity who is then in the employment of Zephire or Client. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this section, and the hiring by Client or Zephire of any such employees or independent contractor who freely responds thereto shall not be a breach of this section.

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

12.1. Comprehensive General Liability Insurance:

- A. \$1,000,000 for each occurrence;
- B. \$1,000,000 personal injury and advertising injury;
- C. \$2,000,000 general aggregate.

12.2. 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.

12.3. Umbrella/Excess Liability with a required limit of \$1,000,000.

12.4. Cyber Attack and Cyber Extortion.

- A. Computer Attack Limit (Annual Aggregate) of \$1,000,000;
- B. Sublimit (Per Occurrence) for Cyber Extortion of \$100,000; and

Upon written request by Client, Zephire shall provide a Certificate of Insurance showing each insurance policy.

13. GENERAL PROVISIONS

13.1. **Relationship of the Parties.** The relationship of Zephire and Client established by this Agreement will be solely that of independent contractors, and nothing herein will create or imply any other relationship.

13.2. **Assignment.** Client may not assign, transfer, or sell (voluntarily or by operation of law) its rights or obligations under this Agreement, nor delegate its duties hereunder to any other person, without Zephire's prior written consent. A transfer of a controlling interest or other change in control in Client will constitute an assignment. Any purported assignment without Zephire's consent will be void. Consent to assignment by Client will not be unreasonably delayed, denied or withheld by Zephire. Zephire may assign this Agreement or delegate or subcontract its obligations under this Agreement at any time.

13.3. **Non-Discrimination.** Zephire shall comply with all applicable federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Zephire understands that the Client prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractor doing work for the Client. If Zephire believes that a Client employee engaged in such conduct towards Zephire and/or any of its employees, Zephire or its employees may file a complaint with the Client Department head in charge of the Zephire's work, and/or with the human resources department. The Client takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any Client employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.

13.4. **E-Verify.** Zephire is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Zephire signed the e-verify affidavit which is attached as **Exhibit "B"**.

13.5. **Non-Collusion.** Zephire r affirms under penalties for perjury that it has not, nor has any other member, representative, or agent of Zephire 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.

13.6. **Entire Agreement and Conflict.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, both oral and written, with respect to the subject matter hereof. In the event any provisions contained in a support and maintenance agreement, or addendum hereto expressly conflict with any terms, conditions or clauses contained in this Agreement, the provisions of this Agreement will govern. Each party declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance or acceptance of Services under this

Agreement. Each party agrees that no person having any such interest shall be employed in the performance of this Agreement.

13.7. Modification. Zephire reserves the right to modify the this Agreement, and any Fees upon not less than thirty (30) days prior written notice to Client by notification to the email address associated with Client's account. Client then has thirty (30) days to decide whether to cancel this Agreement, without penalty. Continued use of the Service after the expiration of the notice period constitutes acceptance of such changes.

13.8. Notices. Any notices by Client must be given in writing directed to legal@zephirepark.com and by certified mail to 540 Devall Drive, Suite 301, Auburn AL 36832. Notice by Client will be deemed given (a) when personally delivered; (b) if sent by recognized overnight national courier service, on the second business day after deposit with the courier, properly addressed and fee prepaid or billed to sender; or (c) when sent by e-mail, upon receipt of proper confirmation of sending, provided a copy of the notice is concurrently sent by mail.

All notices by Zephire must be sent via email to legal@bloomington.in.gov and certified mail to the City of Bloomington, Suite 220, ATTN: Legal and Public Works, 401 N. Morton St., Bloomington, IN 47404. Notice will be deemed given upon receipt of the mailed copy.

13.9. Equitable Relief. Client agrees that a breach of this Agreement will cause Zephire irreparable injury and damage. The Parties expressly agree that Zephire will be entitled to injunctive and other equitable relief to prevent a breach, in addition to any other remedy to which Zephire might be entitled. The Parties waive the posting of any bond or surety prior to the issuance of an injunction hereunder. In the event a court refuses to honor the waiver of bond hereunder, the Parties expressly agree to a bond in the amount of \$100.00. All remedies for a breach will be cumulative and the pursuit of one remedy will not be deemed to exclude any other remedy with respect to the subject matter hereof.

13.10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. In case of any dispute related to this Agreement, the Parties agree to submit to personal jurisdiction in the State of Delaware. Furthermore, the Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of any court of the State of Delaware or any federal court sitting in the State of Delaware for purposes of any suit, action or other proceeding arising out of this Agreement. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, SUIT OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THE TERMS, OBLIGATIONS AND/OR PERFORMANCE OF THIS AGREEMENT.

13.11. Force Majeure. Neither Party will be liable for any delay in performing its obligations (other than payment of money) if the delay is caused by any event beyond the reasonable control of the Party, including, without limitation, acts of nature, war or insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, storm or flood, material or products shortages, labor disturbances, epidemic, disruption or slow speed of the Internet, break-downs of security or introduction of computer viruses (and the like) by third parties, any

Exhibit A

Zephire Order Form

This Order Form (“**Order Form**”) is between Fullsteam Software Holdings LLC DBA Zephire, a Delaware limited liability company. (“**Zephire**”) and the entity identified as the Customer below (“**Customer**”) and is made and effective as of the date the Order Form is executed by both Parties (“**Effective Date**”). This Order Form is subject to the terms and conditions of the Master Service Agreement between the parties with an Effective Date of _____ (the “**Agreement**”). All capitalized, undefined terms used in this Order Form shall have the meaning set forth in the Agreement. Customer has read, understands, and agrees to be bound by this Order Form and the Agreement. Unless explicitly stated in this Order Form, this Order Form shall not supersede, replace, or invalidate any previously executed Order Form. This Order Form is conditioned on the Customer accepting all of the offered terms and conditions without change and is not effective until signed by both Zephire and Customer. Customer acknowledges and agrees that the terms and conditions of this Order Form are Zephire’s Confidential Information.

CONTACT	
Fullsteam Software Holdings LLC DBA Zephire	Customer Full Legal Name: City of Bloomington
Zephire Contact Name: Vicki Pero Email: vpero@zephirepark.com Phone: 614-381-7739	Primary Owner (Required) Name: Jessica Goodman Email: goodmanj@bloomington.in.gov
	Secondary Owner (Optional) Name: Email: Phone:
	Implementation Contact Name : Jessica Goodman Email : goodmanj@bloomington.in.gov Phone : 812-837-7837

TERM. The term of the Agreement shall begin on the Effective Date and continue for twelve (12) months thereafter (the “Initial Term”). After the Initial Term, the term of the Agreement may be renewed for additional, successive twelve (12) month terms if agreed to in writing between the parties prior to the end of the current term. The Initial Term together with any renewed terms shall collectively be referred to as the “Term.”

SERVICES:

SOFTWARE & FEES		
Access to Standard Software¹		
Zeph Zephire Monthly Software Fees	\$125.00	X 4 locations

Monthly Software Total²	\$500.00

¹ Access to the Standard Software includes hosting, security monitoring, system testing, hardware and software updates, live customer support, access to the Zephire Academy, and Zephire Knowledge Exchange. The Standard Software excludes all other modules and features, including but not limited to those listed as “Add-On Features.”

² Zephire may offer additional modules, products, or services from time to time, each of which may be subject to additional fees. Any additional products and services shall be pursuant to a separate Order Form or amendment signed by Zephire.

HARDWARE BILLING: Hardware will be invoiced upon shipment and will include all shipping and handling fees. Payment will be collected via designated payment method upon shipment.

Payment Processing is provided by Zephire’s payment processing provider, Fullsteam Operations LLC (“Fullsteam”). The Payment Processing terms are subject to Fullsteam’s eligibility and underwriting standards. Any payment processing shall be provided under a separate agreement between Customer and Fullsteam. Zephire makes no guarantees that Fullsteam shall provide payment processing to or on behalf of Customer, even if Customer is approved by Zephire or Fullsteam. By completing this Order Form, Customer is directing Zephire to share information with Fullsteam for the purpose of determining Customer’s eligibility for payment processing provided by Fullsteam.

If Customer changes from Program Fee Rate to Interchange Rate, Customer shall pay all applicable hardware fees at Zephire’s then current Interchange Transaction Rates commencing on the Effective Date of such change.

PROFESSIONAL SERVICES

<u>Service Description</u>	<u>Hours Included³</u>	<u>Hourly Rate</u>
Total		
Zeph Zephire Implementation Fees	40	\$100.00
		\$4,000.00
Total		\$4,000.00

PROFESSIONAL SERVICES BILLING: Professional Services listed above are due immediately upon execution of this Order Form. Payment will be collected via designated payment method.

³For Professional Services which exceed the amount set forth in this column, Zephire will charge, and Customer will pay, Zephire’s then-current hourly rate for such services.

CUSTOMER AUTHORIZATION

By electronically signing below, as a duly authorized representative of Customer, you acknowledge and agree that Customer shall be bound by the terms and conditions of this Order Form and the Agreement.

Customer Representative

First Name

Last Name

Title

Authorization Date

Zephire Representative

First Name

Vicki

Last Name

Pero

Title

Zephire, President

Zephire Signature

DocuSigned by:

A9B118C96D074F9...

Authorization Date 11/14/2025

EXHIBIT "B"

AFFIDAVIT REGARDING E-VERIFY

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

1. Zephire has contracted with or is seeking to contract with the City of Bloomington to provide services.

2. The undersigned hereby states that, to the best of his/her knowledge and belief, the Zephire does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).

3. The undersigned hereby states that, to the best of his/her knowledge and belief, Zephire 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, Zephire.

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.

DocuSigned by:

A9B118C96D074F9...

Signature

Vicki Pero

Printed name



Board of Public Works Staff Report

Project/Event: Construction of Break Room at Sanitation Garage

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 12/2/25

The current break room at the Sanitation Garage is not large enough to accommodate the needs of staff. Architectural drawings were generated and three contractors were solicited for quotes. They are as follows:

Strauser Construction Co., Inc.	\$ 63,275.00
Weddle Bros. Building Group, LLC	\$ 73,430.00
Ann-Kriss Services	Quote voluntarily withdrawn

It should be noted that Ann-Kriss Services voluntarily withdrew their quote out of concern that it did not properly reflect the scope of the project.

Staff recommends approval of the contract with Strauser Construction Co., Inc. for the amount of \$ 63,275.00.

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: 12/2/25
RE: Construction of Break Room at Sanitation Garage

Contract Recipient/Vendor Name:	Strauser Construction Co., Inc.
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	J. D. Boruff
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	3/1/2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-1040
Due Date For Signature:	12/2/25
Expiration Date of Contract:	2/2/26
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$ 63,275.00
Funding Source:	1101-19-190000-54510 (\$ 39,675.00) 6604-16-160000-53610 (\$ 23,600.00)
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes

Summary of Contract The current break room at the Sanitation Garage is not large enough to accommodate the needs of staff. Architectural drawings were generated and three contractors were solicited for quotes. They are as follows:

- Strauser Construction Co., Inc. \$ 63,275.00
- Weddle Bros. Building Group, LLC \$ 73,430.00
- Ann-Kriss Services Quote voluntarily withdrawn

It should be noted that Ann-Kriss Services voluntarily withdrew their quote out of concern that it did not properly reflect the scope of the project.

City of Bloomington Contract and Purchase Justification Form

Vendor: Strauser Construction Co., Inc.

Contract Amount: \$63,275.00

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

PURCHASE INFORMATION

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

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

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals: 3	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

The current break room at the Sanitation Garage is not large enough to accommodate the needs of staff. Architectural drawings were generated and three contractors were solicited for quotes. They are as follows:

Strauser Construction Co., Inc. \$ 63,275.00

Weddle Bros. Building Group, LLC \$ 73,430.00

Ann-Kriss Services Quote voluntarily withdrawn

It should be noted that Ann-Kriss Services voluntarily withdrew their quote out of concern that it did not properly reflect the scope of the project.



J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
STRAUSER CONSTRUCTION CO., INC.
FOR
CONSTRUCTION OF BREAK ROOM AT SANITATION GARAGE

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), Strauser Construction Co., Inc., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Construction of Break Room at Sanitation Garage**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 90 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided. The CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Sixty Three Thousand Two Hundred Seventy Five Dollars (\$63,275.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

For contracts in excess of \$300,000 and for which Contractor requested Progressive Payments on its Quote Form, the Owner requires that retainage be held set out below.

4.01 **Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

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

complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR 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.

5.02 Abandonment, Default and Termination

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

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

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

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

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

Unsuitable performance of the work as determined by CITY ENGINEER or his representative.

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.

13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) 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
The Deductible on the Umbrella Liability shall not be more than	\$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment.

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

Breach of this covenant may be regarded as a material breach of the Agreement.

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

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

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

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

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

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

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

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

5.12.03 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR's Payment Bond.

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Strauser Construction Co., Inc.
Attn: J. D. Boruff, Facilities Director	Attn: Lennie Strauser
P.O. Box 100 Suite 120	453 South Clarizz Blvd.
Bloomington, Indiana 47402	Bloomington, IN 47401

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

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in

which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Strauser Construction Co., Inc.

BY:

BY:

Kyla Cox Deckard, President

Representative Signature

Elizabeth Karon, Vice President

Printed Name, Title

James Roach, Secretary

Kerry Thomson, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

Engineering Department Office Remodel

Contractor will supply all labor and materials to construct the break room at the City of Bloomington Sanitation Garage Per Bid Documents (Drawings) by Tabor Bruce Architecture dated October, 2025.

Inclusions:

- Demolition – Remove chain link fence
- Wood wall framing
- Wood ceiling system – joists, plywood
- Batt insulation
- Drywall hang & finish
- Duramax wall panels
- (1) Door, frame, hardware
- Base cabinets & solid surface countertop
- Paint – new wall, drywall ceiling, door/frame
- HVAC Mini-split unit
- Electrical work
- Clean up of our debris

Exclusions:

- Permits, bonds, taxes or allowances, all other trade work unless specified above
- Architectural Design or Engineering
- No premium or overtime shift work

ATTACHMENT 'B'

AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS; COST RECOVERY

STATE OF INDIANA)
) SS:
 COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
 (job title)
 _____.
 (company name)
2. The undersigned is duly authorized and has full authority to execute this Quoter's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Quote and subsequent execution of a Contract, the undersigned Quoter certifies that as successful Quoter (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Quoter certifies that as successful Quoter (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Quoter acknowledges that included in the various items listed in the Schedule of Quote Prices and in the Total Amount of Quote Prices are costs for complying with I.C. 36-1-12-20. The Quoter further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$ _____

Method of Compliance (Specify) _____

 Signature

Date: _____, 20____

 Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

*Quoters: Add extra sheet(s), if needed.

If Quoter fails to complete and execute this sworn affidavit, his/her Quote may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name

Commission Number

Updated August 20, 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. As of June 30, 2025, the Consumer Price Index increased 2.7%. Therefore, as of January 1, 2026, the City of Bloomington Living Wage shall be \$16.66 per hour. Up to \$2.50 of that hourly rate may be provided in the form of the employer's contribution to health insurance.

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, _____ [Contractor], certify that _____ [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/Title

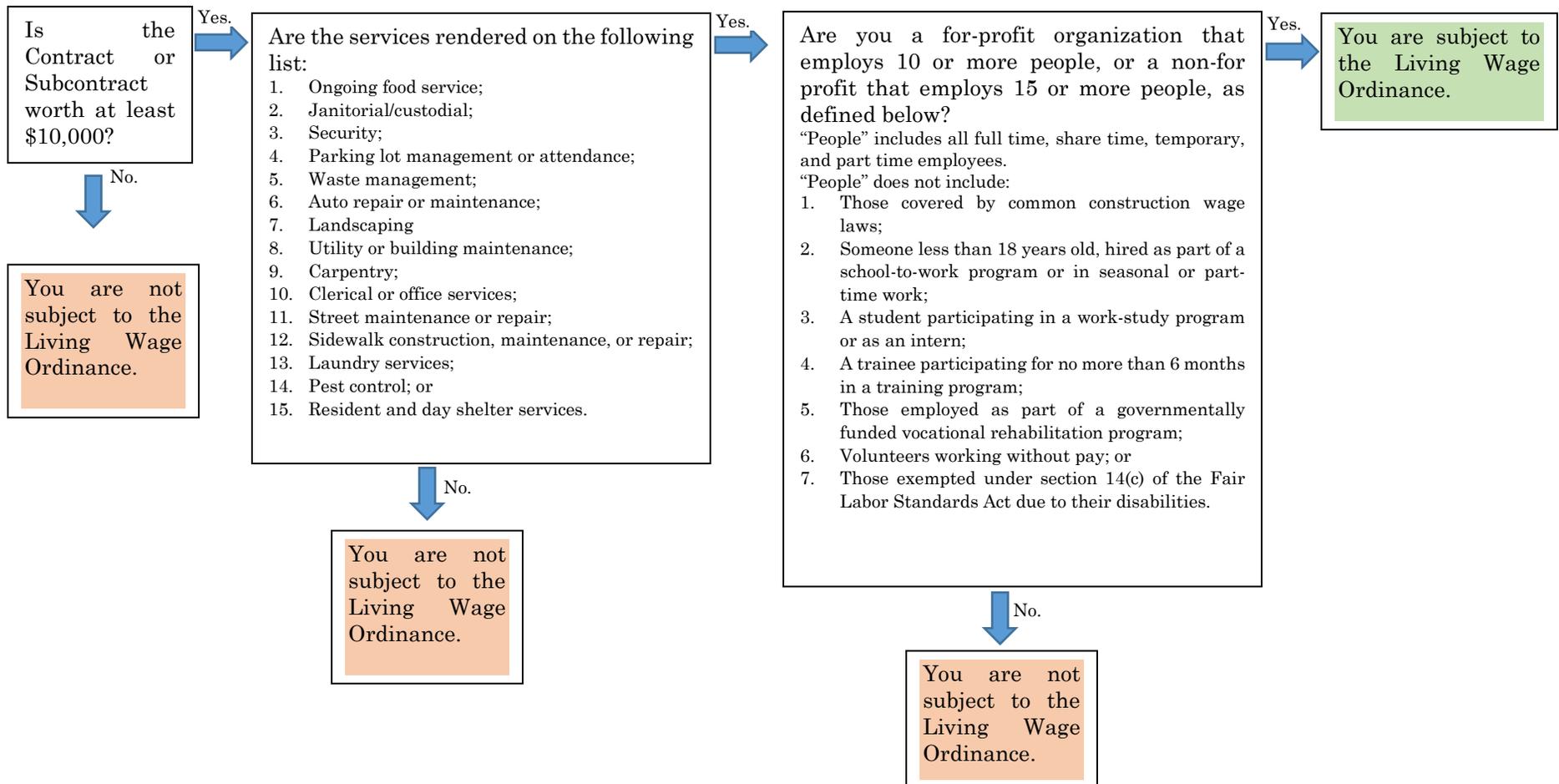
Date

The City of Bloomington (CoB) Living Wage Ordinance (LWO) applies to three groups of employers:

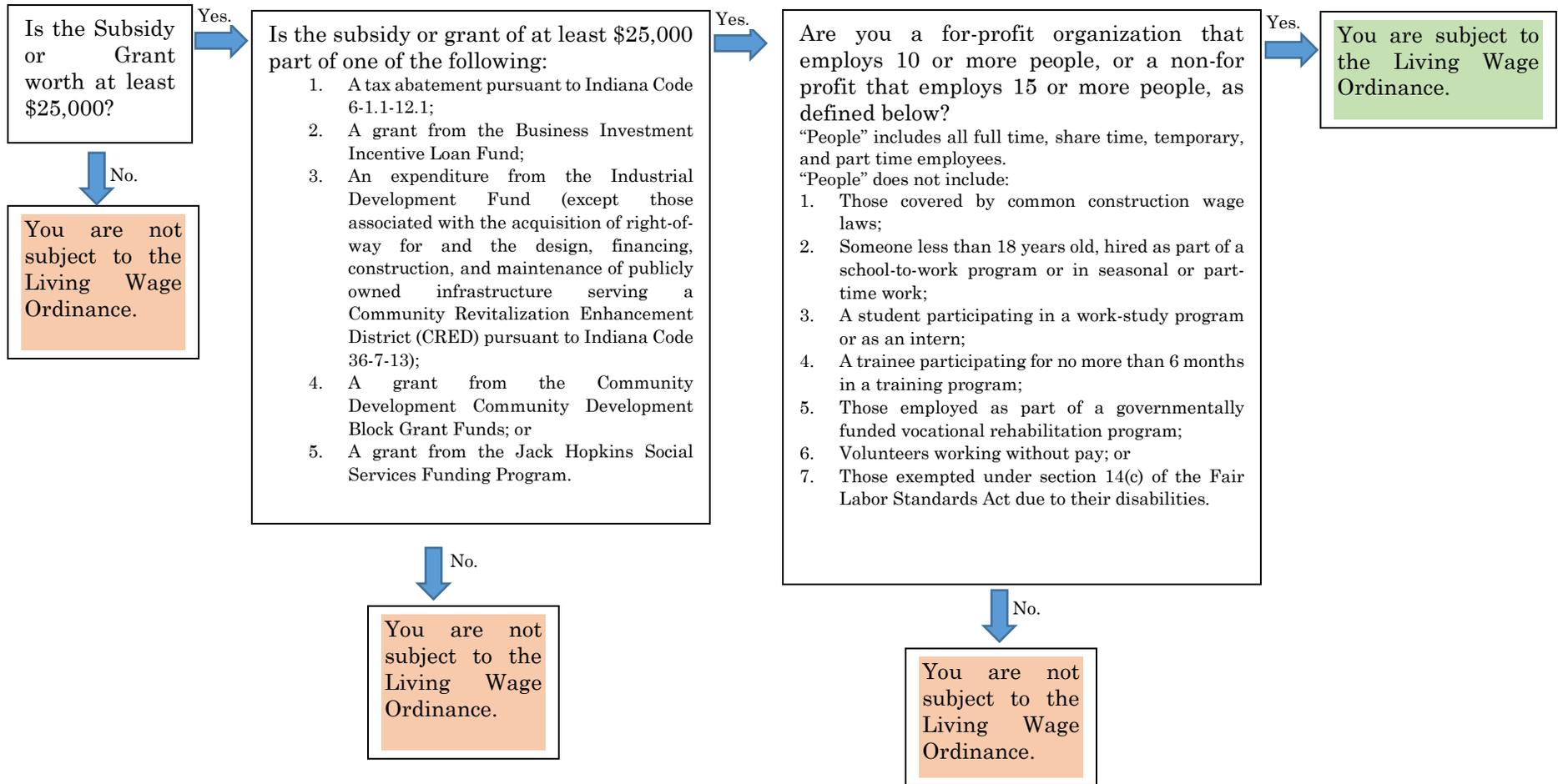
- 1) The CoB;
- 2) Companies that provide services to the CoB through contracts or subcontracts; or
- 3) Organizations that receive CoB subsidies or grants.

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





WEDDLE BROS. BUILDING GROUP, LLC

A Weddle Bros. Construction Company

100% Employee Owned

TO: JD Boruff

DATE: 11/13/2025

JOB NAME: Bloomington Sanitation Break Room

PLANS & SPECIFICATIONS DATED: 10/30/25

JOB LOCATION: 3046 S Walnut St. Bloomington
IN, 47401

ADDENDA: N/A

ARCHITECT/ENGINEER: Tabor Bruce

PAYMENT TERMS: Net 30

FULL DESCRIPTION OF LABOR AND MATERIALS COVERED BY THIS PROPOSAL:

Base Bid Scope of Work:

1. Supervision.
2. Mobilization
3. Frame walls and ceiling for new break room with plywood top deck and Duramax panel on exterior of walls
4. Insulate 1350 SF of wall
5. Hang, finish, and paint 1350 SF drywall
6. Install casework and countertop
7. Mechanical per plans
8. Electrical per plans
9. Cleanup site
10. Demobilization

Base Bid Price: Material	\$29,505.00	-----	Twenty-Nine Thousand Five Hundred Five Dollars
Labor	\$43,925.00	-----	Forty-Three Thousand Nine Hundred Twenty-Five Dollars

Exclusions:

- Any Unforeseen Conditions
- Bonds, Permits, Inspections
- Design & Engineering Work or Fees
- Liquidated Damages or Penalty Fees of Any Kind
- Overtime, Premium Time, Shift Work
- Working on or around hazardous materials

ACCEPTED _____
FIRM NAME

BY _____

BY _____
Brooks DeWees

DATE _____

This proposal is subject to revision if not accepted in writing within 30 days after the date hereon.

A NEW BREAK ROOM FOR:

BLOOMINGTON SANITATION

3046 S WALNUT ST,
BLOOMINGTON, INDIANA 47401

DRAWING INDEX

GENERAL

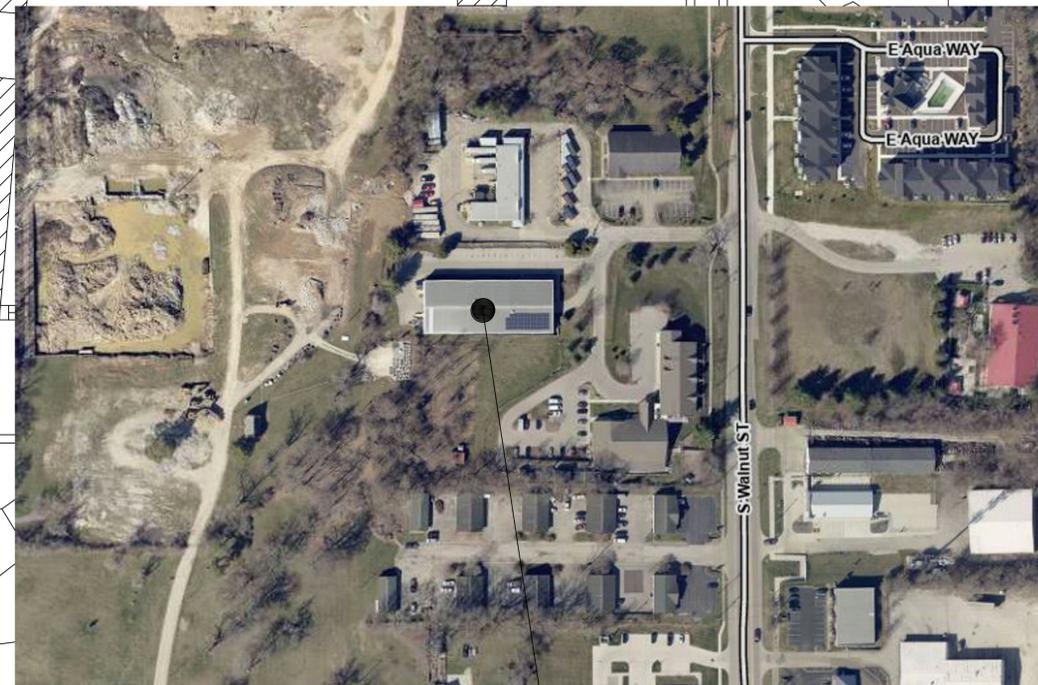
- GC001 GENERAL PLAN INFORMATION
- GC002 GENERAL PLAN INFORMATION
- G1101 LIFE SAFETY PLAN

ARCHITECTURAL

- AD100 EXISTING & DEMO PLANS
- AE100 OVERALL PROPOSED PLAN
- AE101 ENLARGED PROPOSED PLAN & DETAILS

ELECTRICAL

- E101 ELECTRICAL LIGHTING & POWER PLANS

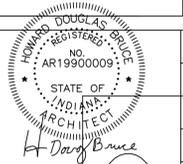


PROJECT
LOCATION

NOTE:
PER THE ASHRAE 90.1 AND THE 675 IAC 12-4-12,
GAR, ANY STRUCTURE BUILT PRIOR TO JANUARY 21,
1978, IS NOT REQUIRED TO CONFORM TO THE
STANDARDS OF THE 675 IAC 19, ENERGY CODE.
(COMCHECK).
THIS STRUCTURE WAS BUILT PRIOR TO THIS DATE
AND THEREFORE IS EXEMPT.

OCTOBER 2025
CONSTRUCTION DOCUMENTS

SEAL



ARCHITECT:

**TABOR
BRUCE**
ARCHITECTURE & DESIGN INC.
1101 S. WALNUT STREET - BLOOMINGTON, IN, 47401
TELEPHONE: (812) 332-6258 WEB: WWW.TABORBRUCE.COM

A NEW BREAK ROOM FOR:
BLOOMINGTON SANITATION



GENERAL NOTES & SPECIFICATIONS

DIV. 0 GENERAL

01 Dimensions

- A. INTERIOR PLAN DIMENSIONS ARE TO FACE OF STUD OR CONCRETE (ONLY) UNLESS A CENTERLINE/GRIDLINE IS INDICATED, WHICH WILL THEN INDICATE THE DIMENSION IS TO CENTER OF ELEMENT. (COLUMN,WALL,STUD,ETC.).
B. EXTERIOR PLAN DIMENSIONS ARE TO FACE OF STUD UNLESS A CENTERLINE OR GRIDLINE IS INDICATED, WHICH WILL THEN INDICATE THE DIMENSION IS CENTER OF ELEMENT. SEE EXTERIOR DETAILS FOR ADDITIONAL INFO.
C. DOOR AND CASED OPENINGS WITHOUT LOCATION DIMENSIONS ARE THREE (3) INCHES FROM FACE OF ADJACENT PARTITION OR CENTERED BETWEEN PARTITIONS (UON).
D. ALIGNMENT TAKE PRECEDENT OVER DIMENSIONS. VERIFY ALL DIMENSIONS AND CONDITIONS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES.
E. EXTERIOR WINDOWS ARE DIMENSIONED TO WINDOW SIZE AS INDICATED ON WINDOW SCHEDULE. CONTRACTOR SHALL DETERMINE WINDOW ROUGH OPENING REQUIREMENTS.
F. DO NOT SCALE DRAWINGS - THE CONTRACTORS SHALL USE DIMENSIONS SHOWN ON THE DRAWINGS AND ACTUAL FIELD MEASUREMENT. NOTIFY THE ARCHITECT IF ANY DISCREPANCIES ARE FOUND.
H. CONTRACTORS SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE, AND REPORT ANY DISCREPANCIES TO THE ARCHITECT FOR INTERPRETATION AND OR CORRECTIONS PRIOR TO INSTALLATION. COST OF CORRECTING WORK BASED ON MISINTERPRETATION BY CONTRACTOR OR UNREPORTED DIMENSIONAL DISCREPANCIES SHALL BE BORNE BY THE CONTRACTOR.
I. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE ON THE DRAWINGS. LARGE SCALE DRAWINGS TAKE PRECEDENCE OVER SMALL SCALE DRAWINGS. DIMENSIONS GOVERN MEASUREMENTS.

02 Codes

- A. ALL WORK SHALL CONFORM TO APPLICABLE BUILDING CODES AND LOCAL ORDINANCES AND REGULATIONS. IN CASE OF ANY CONFLICT WHERE SPECIFIED DOES NOT EQUAL OR EXCEED THE REQUIREMENTS OF THE LAWS OR ORDINANCES, THE LAWS OR ORDINANCES SHALL GOVERN. NOTIFY THE ARCHITECT OF ALL CONFLICTS.

03 Abbreviations and Symbols

- A. THROUGHOUT THE PLAN ARE ABBREVIATIONS AND SYMBOLS WHICH ARE IN COMMON USE. THE LIST OF ABBREVIATIONS AND SYMBOLS PROVIDED IS NOT INTENDED TO BE COMPLETE OR REPRESENTATIVE OF CONDITIONS OR MATERIALS ACTUALLY USED ON THE PROJECT. THE ARCHITECT WILL DEFINE THE INTENT OF ANY IN QUESTION.

04 Elevation Datums

- A. FLOOR PLAN DATUM ELEVATIONS ARE INDICATED ON THE EXTERIOR ELEVATIONS.
B. ALL ROOF ELEVATIONS ARE REFERENCED FROM DATUM AS INDICATED ON FLOOR PLAN.
C. CEILING HEIGHTS INDICATED ON THE REFLECTED CEILING HEIGHTS ARE FROM TOP OF SLAB/OR FINISH FLOOR TO FINISH CEILING.

05 Accessibility Standards

- A. SEE ACCESSIBILITY NOTES AND DETAIL SHEETS FOR ACCESSIBILITY REQUIREMENTS.
B. CONTRACTOR'S RESPONSIBILITY DURING CONSTRUCTION CALL PUBLIC AND EMPLOYEE AREAS SHALL BE ACCESSIBLE. THE CONTRACTORS SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BETWEEN THE DRAWINGS, AND/OR FIELD CONDITIONS AND THE ADA/LOCAL REGULATIONS.

DIV. 1 GENERAL CONDITIONS

- 1.1 THE ENTIRE WORK PROVIDED FOR HEREIN IS TO BE CONSTRUCTED AND FINISHED IN EVERY PART IN A GOOD AND SUBSTANTIAL MANNER IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS, TO THE FULL INTENT OF THE SAME, ANY WORK REQUIRED BY LAW, BUT WHICH MAY NOT BE SPECIFICALLY MENTIONED BY LAW, SHALL BE DONE BY CONTRACTORS IN ACCORDANCE WITH THE LAWS OF THE COUNTY, DISTRICT, OR STATE UNDER WHICH JURISDICTION MAY COME AND COST SHALL BE BORNE BY CONTRACTORS, ANY SUCH WORK SHALL BE DONE IN CONFORMANCE WITH THE PLAN, BOTH AS TO MANNER AND APPEARANCE. ALL WORK SHALL BE DONE IN ACCORDANCE WITH UBC, TITLE 17, TITLE 24 AND THE AMERICANS WITH DISABILITY ACT (ADA) AND AS REQUIRED BY THE LOCAL GOVERNING AGENCIES.
1.2 THE DRAWINGS AND SPECIFICATIONS: THESE DRAWINGS COVER THE FURNISHING AND INSTALLATION OF ALL MATERIALS AND WORK AS CALLED FOR ON THE DRAWINGS OR IN THE SPECIFICATIONS (OR IN BOTH) WHICH ARE BOUND SEPARATELY AND ARE A PART OF THE CONTRACT. CIVIL, LANDSCAPING, INTERIOR DESIGN, KITCHEN AND LAUNDRY, PLUMBING, MECHANICAL AND ELECTRICAL DRAWINGS ARE SUPPLEMENTARY TO THE ARCHITECTURAL DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF EACH CONTRACTOR TO CHECK WITH THE ARCHITECTURAL DRAWINGS PRIOR TO SUBMITTING THEIR BID AND BEFORE INSTALLATION OF THEIR WORK ANY DISCREPANCY BETWEEN THE ARCHITECTURAL AND THE CONSULTING ENGINEER(S) DRAWINGS SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION BY WRITTEN REQUEST FOR CLARIFICATION. ANY WORK OMITTED OR INSTALLED IN CONFLICT WITH ARCHITECTURAL DRAWINGS SHALL BE PERFORMED OR CORRECTED BY THE CONTRACTOR AT HIS OWN EXPENSE AND AT NO EXPENSE TO THE OWNER OR ARCHITECT.
1.3 ALL SITE INFORMATION IS BELIEVED TO BE CORRECT. HOWEVER, IT IS ALL CONTRACTORS RESPONSIBILITY TO VERIFY ALL ACTUAL SITE CONDITIONS PRIOR TO SUBMITTING A BID.
1.4 THE CONTRACTORS SHALL FURNISH ALL LABOR, MATERIAL, EQUIPMENT, SERVICES AND TRANSPORTATION REQUIRED TO FULLY CARRY OUT THE INTENTIONS OF THE PLANS AND SPECIFICATIONS AS PART OF THEIR CONTRACTS, WHETHER OR NOT SPECIFICALLY DOCUMENTED. THE CONTRACTORS SHALL PROVIDE EACH ITEM MENTIONED, INDICATED, OR IMPLIED TO ACHIEVE THE INTENDED BUILDING ACCORDING TO THE METHODS OF BEST CONSTRUCTION PRACTICE. THE ARCHITECT SHALL BE THE FINAL JUDGE AS TO THE QUALITY OF THE WORKMANSHIP, AND RESERVES THE RIGHT TO REJECT ANY WORK CONSIDERED INFERIOR.
1.5 ALL MANUFACTURED EQUIPMENT AND MATERIALS ARE TO BE INSTALLED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS, AND ARE TO BE NEW. MANUFACTURER'S RECOMMENDATIONS SHALL BE CONSIDERED A PART OF THESE CONTRACT DOCUMENTS AS THOUGH INCLUDED HEREIN.
1.6 THE ARCHITECT IS AUTHORIZED TO ORDER MINOR CHANGES DURING THE COURSE OF THE WORK WHICH WILL NOT INVOLVE EXTRA COST OR TIME AND WHICH ARE CONSISTENT WITH THE CONTRACT DOCUMENTS.
1.7 CONTRACTORS SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL HOURS.
1.8 THE CONTRACTOR SHALL MAINTAIN A COMPLETE SET OF DRAWINGS AT THE JOB SITE FOR USE IN MAKING RECORD DRAWINGS ANY REVISIONS SHALL BE NOTED THEREON AND SUBMITTED TO THE ARCHITECT AT THE COMPLETION OF THE JOB PER THE PROJECT MANUAL. PROVIDE A COPY FOR THE OWNER PER CONSTRUCTION DOCUMENTS.

1.10 Building Permits

- A. THE OWNER SHALL OBTAIN THE STATE (IF REQUIRED), AND LOCAL BUILDING PERMITS.
B. SEPARATE PERMITS REQUIRED FOR GRADING OR DEMOLITION, FIRE PROTECTION, UTILITIES WORK, AND AS REQUIRED BY THE LOCAL GOVERNING AGENCIES, SHALL BE OBTAINED BY THE CONTRACTOR.
C. ALL COSTS FOR PERMITS, OTHER THAN THOSE OBTAINED BY THE OWNER, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS NOTED OTHERWISE IN THE SPECIFICATIONS.

1.11 Coordination

- A. EACH CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION AND COORDINATION WITH OTHER CONTRACTORS TO ASSURE COMPLIANCE WITH DRAWINGS AND SPECIFICATIONS, AND THE ACCURATE LOCATION OF STRUCTURAL MEMBERS AND OPENINGS FOR MECHANICAL, ELECTRICAL, STAIRS, ELEVATORS AND MISCELLANEOUS EQUIPMENT.
B. CONTRACTORS SHALL VERIFY SIZES AND LOCATIONS OF ALL MECHANICAL EQUIPMENT PADS AND BASES AS WELL AS POWER AND WATER OR DRAIN INSTALLATION WITH EQUIPMENT MANUFACTURERS AND VERIFY CONFORMANCE WITH ARCHITECTURAL DOCUMENTATION BEFORE PROCEEDING WITH THE WORK.
C. THE CONTRACTORS ARE REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES SHOWN AND ANY OTHER UTILITIES OR STRUCTURES AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
D. NO STRUCTURAL MEMBER SHALL BE CUT FOR PIPES, DUCTS, ETC, UNLESS SPECIFICALLY DETAILED.
E. ALL COMBUSTIBLES CONSISTING OF BOXES, SCRAP LUMBER, ETC, ON THE CONSTRUCTION SITE SHALL BE CLEANED UP AND DISPOSED OF IN AN APPROVED MANNER ON A DAILY BASIS.

1.12 Testing

- A. THE OWNER AND/OR ARCHITECT RESERVE THE RIGHT TO HAVE TESTS MADE WHEN DEEMED NECESSARY. SHOULD THE ARCHITECT ORDER SPECIAL TESTING OR INSPECTION OF A QUESTIONABLE PART OF THE WORK WHICH REVEALS DEFECTS NOT IN CONFORMITY WITH THE CONTRACT DOCUMENTS, THE TRADE RELATED CONTRACTOR SHALL PAY THE COST OF SUCH SPECIAL TESTING OR INSPECTIONS INCLUDING THE ARCHITECT'S EXTRA SERVICES MADE NECESSARY THEREBY, OTHERWISE THE OWNER SHALL BEAR SUCH COST.
B. TESTS SHALL BE MADE IN ACCORDANCE WITH RECOGNIZED STANDARDS BY A COMPETENT, INDEPENDENT TESTING LABORATORY. ANY MATERIAL FOUND DEFECTIVE OR NOT IN CONFORMITY WITH SPECIFICATION STANDARDS SHALL BE PROMPTLY REPLACED OR REPAIRED AT THE EXPENSE OF THE CONTRACTOR. SAMPLES FOR TESTING WILL BE FURNISHED BY THE TRADE RELATED CONTRACTOR AND SELECTED REQUIRED AS DIRECTED BY THE ARCHITECT.

1.13 Miscellaneous

- A. THE CONTRACTORS SHALL COMPLY WITH REQUIREMENTS FOR THE STORAGE AND HANDLING OF HAZARDOUS MATERIALS AS REQUIRED BY LOCAL ORDINANCE.
B. THE CONTRACTOR SHALL MAKE ALL NECESSARY ARRANGEMENTS FOR CONSTRUCTION WASTE. DUST SHALL BE CONTROLLED BY WATERING AS REQUIRED.
C. GENERAL CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ARCHITECT FOR REVIEW IN ITEMS CALLED OUT AS "OR EQUAL," AND IN ACCORDANCE WITH THE PLANS, SPECS, AND NOTES.
D. VEHICULAR ACCESS MUST BE PROVIDED AND MAINTAINED SERVICEABLE THROUGHOUT CONSTRUCTION AND IN COMPLIANCE WITH CONDITIONS OF APPROVAL.
E. CONTRACTOR SHALL INCLUDE COST FOR ALL REQUIRED STAKING.

1.14 Demolition

- A. ABSOLUTE CARE SHOULD BE EXERCISED IN THE REMOVAL OF EXISTING BUILDING FABRIC. REMOVE ONLY WHAT IS ABSOLUTELY NECESSARY FOR CONSTRUCTION OF THE NEW WORK. IF ANY DOUBT OR QUESTIONS ARE ENCOUNTERED, NOTIFY ARCHITECT.
B. REFER TO THE STRUCTURAL DRAWINGS FOR FRAMING CONDITIONS THAT MAY REQUIRE DEMOLITION OR REINFORCING WORK PRIOR TO NEW CONSTRUCTION.
C. PRIOR TO DEMOLITION WORK, REFER TO ALL OTHER DRAWINGS TO THOROUGHLY BECOME FAMILIAR WITH ALL CONSTRUCTION WORK TO MINIMIZE DEMOLITION.
D. REMOVE ALL EXISTING PLUMBING PIPING THAT IS EXPOSED OR ENCOUNTERED.
E. REMOVE ALL EXPOSED PLUMBING PIPING AFTER REMOVING PLUMBING FIXTURES. CAP ALL WALL OR FLOOR SURFACE IF COMPLETE REMOVAL IS NOT FEASIBLE.
F. ALL PLASTER AND INSULATION WRAP AROUND PIPING AND DUCTWORK IS TO BE TESTED FOR THE PRESENCE OF ASBESTOS. IF ASBESTOS IS FOUND TO BE PRESENT, ABATEMENT AND DISPOSAL IS TO CONFORM WITH LOCAL, STATE, AND FEDERAL GUIDELINES.
G. REFER TO THE ARCHITECTURAL DRAWINGS FOR NEW WORK THAT MAY REQUIRE DEMOLITION NOT SHOWN ON THE DEMOLITION PLANS
H. VERIFY ALL STRUCTURAL CONDITIONS PRIOR TO REMOVING ANY WALLS
I. DEMOLITION CONTRACTOR TO CAREFULLY LEAVE STRUCTURE THAT REMAINS IN GOOD CONDITION, AND TO USE TEMPORARY SUPPORT AS NEEDED TO INSURE STRUCTURE STABILITY.
J. DEMOLITION CONTRACTOR SHALL BE HELD STRICTLY RESPONSIBLE TO ABIDE BY ALL RULES, REGULATIONS AND ORDINANCES AS DICTATED BY THE CITY OF PROJECT AND OR ANY OTHER GOVERNING AGENCY.
K. DEMOLITION PROCEDURES AND REMOVAL OF REFUSE SHALL OCCUR IN AN ORDERLY FASHION. NO STORAGE OF REFUSE SHALL OCCUR ON SITE. NO SALE OF SCRAP OR REFUSE SHALL OCCUR ON SITE. NO BURNING OF REFUSE SHALL BE PERMITTED. NO USE OF EXPLOSIVES SHALL BE PERMITTED.
L. DEMOLITION CONTRACTOR SHALL BE HELD RESPONSIBLE TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO DEMOLITION. CONTRACTOR ASSUMES ALL RESPONSIBILITIES AND LIABILITIES ASSOCIATED WITH REGARD TO DEMOLITION PRACTICES AND ASSUMES SUCH.
M. DEMOLITION CONTRACTOR IS RESPONSIBLE FOR SAFETY AND SECURITY OF THE ENTIRE SITE AND FACILITY DURING PROCESS OF DEMOLITION AND SHALL OBTAIN INSURANCE'S PROTECTING THE OWNER, DESIGN BUILDER AND ARCHITECT.
N. DEMOLITION CONTRACTOR TO TAKE ALL STEPS NECESSARY TO PREVENT POLLUTION OF AIR, WATER AND SOILS, AND SHALL:
1. COMPLY WITH ENVIRONMENTAL POLLUTION REGULATIONS.
2. NO STORAGE OF CONTAMINANTS ARE PERMITTED ON SITE.
3. DEMOLITION CONTRACTOR SHALL TAKE ALL PRECAUTIONS TO PREVENT ACCIDENTS DUE TO PHYSICAL HAZARDS (i.e. BARRICADES, WARNING LIGHTS, SIGNS AS REQUIRED). CONTRACTOR IS REQUIRED TO INSURE PUBLIC SAFETY DURING THE DEMOLITION PROCESS AND ASSUME ALL LIABILITIES FOR SUCH.
4. CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO INSURE THAT ITEMS SCHEDULED OR NOTED TO REMAIN, STAY INTACT AND UNDAMAGED.
5. DEMOLITION CONTRACTOR IS RESPONSIBLE FOR THE INSPECTION

OF THE ENTIRE BUILDING FACILITIES STRUCTURE AND COORDINATE EFFORTS WITH THE GENERAL CONTRACTOR. DEMOLITION CONTRACTOR SHALL VERIFY ALL CONDITIONS AND SCOPE OF WORK AS DESCRIBED HERE IN. THESE DOCUMENTS ARE TO BE UTILIZED FOR INTENT ONLY. THE DEMOLITION CONTRACTOR IS RESPONSIBLE FOR THE FULL EXTENT OF THE DEMOLITION.

- 6. DRAIN, PURGE OR OTHERWISE REMOVE, COLLECT AND LEGALLY DISPOSE OF CHEMICALS, GASES, EXPLOSIVES, ACIDS, FLAMMABLES, OR OTHER HAZARDOUS MATERIALS AND WASTE BEFORE PROCEEDING WITH DEMOLITION OPERATIONS.
7. CONTRACTOR SHALL NOTIFY ALL AFFECTED UTILITY COMPANIES AT LEAST 72 HOURS PRIOR TO THE START OF DEMOLITION.
O. PROTECT EXISTING FINISHES IN EXISTING AREAS TO REMAIN.

DIV. 5 METALS

- 5.1 STEEL PLATES, SHAPES AND BARS SHALL BE SHOP PRIMED AND CONFORM TO ASTM A36.
5.2 EXPOSED METAL SURFACES SHALL BE FREE OF BLEMISHES AND ROUGHNESS.
5.3 SELECT FASTENERS FOR TYPE, GRADE AND CLASS REQUIRED.
5.4 PREVENTION OF ELECTROLYSIS: WHERE THE CONTACT OF DISSIMILAR METAL MAY CAUSE ELECTROLYSIS AND WHERE ALUMINUM WILL CONTACT CONCRETE, MORTAR, OR PLASTER, THE CONTACT SURFACE OF THE METAL SHALL BE SEPARATED USING ONE HEAVY COAT OF ALUMINUM PIGMENTED ASPHALT PAINT ON EACH SURFACE.
5.5 SHOP COAT ALL MISCELLANEOUS STEEL WITH RUST INHIBITIVE PRIMER.

DIV. 6 WOOD AND PLASTICS

- 6.1 Framing
A. THE FRAMING CONTRACTOR SHALL PROVIDE AND INSTALL ALL BOLTS, NAILS, FRAMING CLIPS, WASHERS, PLATES, HANGERS, ETC. FOR A COMPLETE INSTALLATION WHETHER OR NOT SPECIFIED OR INDICATED ON THE DRAWINGS.
B. IN ADDITION TO PROVIDING ALL LABOR, LUMBER, HARDWARE, & OTHER MATERIALS REQUIRED TO COMPLETE FRAMING TO PLANS & SPECIFICATIONS CONTRACTOR TO INSTALL:
1. WOOD BACKING FOR ALL TOWEL BARS, TOILET PAPER HOLDERS, GRAB BARS, & STAIRWAY HAND RAILS AND MEDICINE CABINETS.
2. FURNISH AND INSTALL ALL REQUIRED EAVE AND GABLE VENTS.
3. ALL ATTIC AND BATHTUB ACCESS PANELS.
4. COORDINATE WITH PLUMBER TO GET BATHTUBS INSTALLED IN BATHROOMS DURING FRAMING PROCESS - FURTHERMORE FRAMER TO BE RESPONSIBLE TO FURRING IN ALL TUBS AS NECESSARY.
5. MASTIC AND CAULK PER REQUIREMENTS OF TITLE 24 RELATED TO FRAMEWORK.
6. INSTALL ALL SOFFITS
7. FURNISH AND INSTALL ALL FIRE-BLOCKING.
8. FURNISH AND INSTALL ALL REGISTER AND OTHER BLOCKING AS REQUIRED FOR THE SATISFACTORY COMPLETION OF HVAC CONTRACTOR'S WORK.

6.2 Wood Blocking

- A. PROVIDE WOOD BLOCKING FOR MILLWORK, WOOD WINDOWS AND DOOR JAMBS.
6.3 ALL SILLS SHALL BE PRESSURE TREATED WHITE PINE.
6.4 SCARF JOINT ALL EXPOSED CONTINUOUS WOOD TRIM MEMBERS 45 DEGREES. DO NOT BUTT JOINT.
6.5 WOOD STUDS SHALL BE 2X4 16" O.C. UNLESS NOTED OTHERWISE.

6.7 Fasteners

- A. NAILS: GALVANIZED WIRE NAILS
B. SCREWS: CADMIUM PLATED, GALVANIZED AND BRASS.
C. BOLTS: GALVANIZED
6.8 PROVIDE NAILERS, NAILING STRIPS, AND GROUNDS AS NECESSARY AND RIGIDLY SECURE IN PLACE FOR ATTACHMENT OF TRIM, FINISH, AND OTHER WORK. (ALL SHALL BE FIRE RETARDANT TREATED.)
6.9 DIMENSIONAL LUMBER FOR LIGHT FRAMING: PROVIDE "STANDARD" GRADE (2" TO 4" NOM. THICKNESS, 2" TO 4" NOM. WIDTH, 10'-0" AND SHORTER), ANY SPECIES.
6.10 FOR STRUCTURAL FRAMING AND IN WIDTHS GREATER THAN 8" NOM. UNLESS NOTED OTHERWISE, PROVIDE THE FOLLOWING GRADE AND SPECIES COMPLYING WITH THE FOLLOWING STRESS RATINGS:

- A. ANY SPECIES AND GRADE COMPLIES WITH THE FOLLOWING REQUIREMENTS FOR SPECIES GROUP AS DEFINED IN TABLE 8.1a OF NFPA NATIONAL DESIGN SPECIFICATION, FOR EXTREME FIBER STRESS IN BENDING "Fb" FOR SINGLE REPETITIVE MEMBERS, AND FOR MODULUS OF ELASTICITY "E".
1. "Fb" OF 1200 PSI FOR SINGLE MEMBER USE, AND OF 1400 PSI FOR REPETITIVE MEMBER USE, AND "E" OF 1,700,000 PSI; "Fd" PARALLEL TO GRAIN 1250/1450 PSI; "Fc" PERPENDICULAR TO GRAIN 385 PSI.

- 6.11 PLYWOOD SHALL CONFORM WITH PS-1 AND BE OF TYPE AND THICKNESS AS INDICATED.
6.12 PROVIDE DRESSED LUMBER S4S, UNLESS OTHERWISE INDICATED.

DIV. 7 THERMAL AND MOISTURE

- 7.1 Waterproofing
A. CONTRACTOR TO WATERPROOF/FLASH AT ALL EXTERIOR SURFACES.
B. KERF CUT FLASH WITH BUTIENE ALL BEAMS THAT PENETRATE EXTERIOR WALLS.
7.2 Building Insulation
A. SEE A WALL SECTIONS AND DETAILS FOR BUILDING THERMAL INSULATION.
B. ALL PUBLIC AREA RESTROOMS AND GUEST BATHROOM WALLS AND CEILINGS SHALL BE INSULATED WITH SOUND INSULATION BATT.
C. INSULATE THE FOLLOWING: EXTERIOR WALLS, BETWEEN JAMBS AND FRAMING, CEILINGS WITH COLD AREAS ABOVE ATTIC CEILING PANEL, KNEE WALLS ADJACENT TO HEATED SPACE, BETWEEN COMBINATION RAFTER AND CEILING JOIST.
7.4 Weatherproofing (If required)
A. ALL EXTERIOR WALL OPENINGS, FLASHING, COUNTERFLASHING AND EXPANSION JOINTS SHALL BE CONSTRUCTED IN SUCH A MANNER TO MAKE THEM WEATHERPROOF. THE JUNCTION OF THE ROOF AND VERTICAL SURFACES SHALL BE FLASHED AND COUNTER-FLASHED IN A MANNER TO MAKE THEM WATERPROOF.
B. ALL OPEN JOINTS IN THE BUILDING EXTERIOR AROUND CONDITIONED SPACES SHALL BE SEALED, CAULKED, GASKETED, OR WEATHER STRIPPED TO ELIMINATE AIR LEAKAGE.

- C. ALL FLASHING, COUNTER-FLASHING, AND COPING WHEN OF METAL SHALL BE NOT LESS THAN NO. 24 GAUGE GALVANIZED IRON (U.N.O.).
D. FLASH ALL EXTERIOR OPENINGS WITH APPROVED WATERPROOFING, WHICH CONFORMS TO STANDARD LOCAL AND STATE CODES.
E. PROVIDE FLASHING AND COUNTERFLASHING (WHEN REQUIRED).

DIV. 8 DOORS AND WINDOWS NOTES

- 8.1 SEE DOOR SCHEDULE FOR HARDWARE GROUPS FOR EACH DOOR. SEE SPECIFICATIONS FOR DEFINITIONS OF HARDWARE GROUPS.
8.2 Doors and Frames
A. FRAMES SHALL HAVE MITRED CORNERS, WELDED AND GROUND SMOOTH AT JOINTS. JAMBS SHALL BE PRE-PUNCHED AND REINFORCED FOR ALL FINISH HARDWARE.
B. ALL WOOD DOORS RATED AND NON RATED SHALL HAVE STRAIGHT GRAIN, FREE OF ALL DEFECTS OR KNOTS AND SHALL BE BACK PRIMED AND PAINTED, STAINED, OR FINISHED AS SCHEDULED.
C. WOOD FLUSH-TYPE DOORS SHALL BE 1-3/4" THICK MINIMUM WITH SOLID-CORE CONSTRUCTION, SEE DOOR SCHEDULE FINISH AND RATING.
D. DOOR STOPS OF IN-SWINGING DOORS SHALL BE ONE-PIECE CONSTRUCTION WITH THE JAMB OR JOINTED BY RABBIT TO THE JAMB.
8.3 Hardware
A. AN ACCESSIBLE MORTISE OR RIM TYPE CYLINDER LOCK INSTALLED IN A HOLLOW METAL DOOR SHALL BE PROJECTED BY CYLINDER GUARD IF THE CYLINDER PROJECTS BEYOND THE FACE OF THE DOOR OR IS ACCESSIBLE BY GRIPPING TOOLS.
B. MAXIMUM EFFORT TO OPERATE DOORS SHALL NOT EXCEED 85 POUNDS FOR EXTERIOR DOORS AND 5 POUNDS FOR INTERIOR DOORS, SUCH PULL OR PUSH EFFORT BEING APPLIED AT RIGHT ANGLES TO HINGED DOORS AND AT THE CENTER PLATE OF SLIDING OR FOLDING DOORS. COMPENSATING DEVICES OF AUTOMATIC DOOR OPERATORS MAY BE UTILIZED TO MEET THE ABOVE STANDARDS. WHEN FIRE DOORS ARE REQUIRED, THE MAXIMUM EFFORT TO OPERATE THE DOOR MAY BE INCREASED NOT TO EXCEED 15 POUNDS.
C. ALL PRIMARY ENTRANCES SHALL BE ACCESSIBLE, DOORS AND HARDWARE.
D. ALL EXISTING WINDOWS TO REMAIN.
B. ANY NEW GLASS AND GLAZING SHALL CONFORM TO THE IBC.
E. EXIT DOOR SHALL BE OPENABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT.
8.3 Windows
A. ALL EXISTING WINDOWS TO REMAIN.
B. ANY NEW GLASS AND GLAZING SHALL CONFORM TO THE IBC.

DIV. 8 DOORS AND WINDOWS (CONT.)

- 8.4 Air Infiltration at Windows and Doors
A. FOR OPENABLE EXTERIOR DOORS (REQUIRED STEEL FIRE-RATED DOORS ARE EXEMPT FROM THESE REQUIREMENTS), AIR INFILTRATION SHALL BE MITIGATED BY FOLLOWING THESE CONSTRUCTION REQUIREMENTS:
1. DOOR HEADS, SILLS, AND JAMBS SHALL HAVE SEALS, ASTRAGALS OR BAFFLES AS REQUIRED TO ELIMINATE AIR INFILTRATION.
8.6 HOLLOW METAL DOORS SHALL BE CONSTRUCTED OF A MINIMUM EQUIVALENT TO SIXTEEN U.S. GAUGE STEEL AND HAVE SUFFICIENT REINFORCEMENT TO MAINTAIN THE DESIGNED THICKNESS OF THE DOOR WHEN ANY LOCKING DEVICE IS INSTALLED, SUCH REINFORCEMENT BEING ABLE TO RESTRICT COLLAPSING OF THE DOOR AROUND THE LOCKING DEVICE.
8.7 WOOD FLUSH TYPE DOORS SHALL BE 1-3/8" THICK MINIMUM WITH SOLID-CORE CONSTRUCTION.
8.8 THE STRIKE PLATE FOR LATCHES AND THE HOLDING DEVICES FOR PROJECTING DEADBOLTS IN WOOD CONSTRUCTION SHALL BE SECURED TO THE JAMB AND THE WALL FRAMING WITH SCREWS NOT LESS THAN 2-1/2" IN LENGTH.
8.9 EQUIP DOORS WITH DEADBOLTS OR DEADLOCKING LATCHES, SEE SPECIFICATIONS.
8.10 DEADBOLTS SHALL CONTAIN HARDENED INSERTS OR EQUIVALENT.
8.11 STRAIGHT DEADBOLTS SHALL HAVE A MINIMUM THROW OF 1" WITH A 5/8 MINIMUM EMBEDMENT.
8.14 AT ACCESSIBLE LOCATIONS, DOOR HARDWARE SHALL BE OF THE LEVER OR PUSH TYPE MOUNTED 30 TO 44 ABOVE THE FLOOR AND BE OPERABLE WITH A MAXIMUM EFFORT OF 85 LBS. FOR EXTERIOR DOORS AND 5 LBS. FOR INTERIOR DOORS.

DIV. 9 FINISHES

- SEE INTERIOR ELEVATIONS, REFLECTED CEILING PLANS, ROOM FINISH GROUPS AND ROOM FINISH SCHEDULE FOR WALL, CEILING AND FLOOR FINISHES.
9.1 Exposed mechanical equipment
A. THERE SHALL BE NO EXPOSED PIPE, CONDUITS, DUCTS, VENTS, AND THE LIKE. ALL SUCH LINES SHALL BE CONCEALED OR FURRED AND FINISHED, UNLESS NOTED AS EXPOSED CONSTRUCTION ON DRAWINGS.
B. ALL EXPOSED EXTERIOR METAL FITTINGS, FLASHING, CONDUIT, ETC. SHALL BE PAINTED TO MATCH ADJACENT SURFACES.
9.2 Interior partitions
A. ALL PARTITIONS EXTEND TO UNDERSIDE OF PROPOSED STRUCTURE UNLESS NOTED OTHERWISE.
B. OFFSET STUDS WHERE REQUIRED, SO THAT FINISH WALL SURFACE WILL BE FLUSH. ALL INTERIOR WALLS AND PARTITIONS SHALL BE DESIGNED AND CONSTRUCTED TO RESIST ALL LOADS TO WHICH THEY ARE SUBJECTED BUT NOT LESS THAN A FORCE OF 5 POUNDS PER SQUARE FOOT APPLIED PERPENDICULAR TO THE WALLS W/L/20 OR L/240 PER METAL OR WOOD STUD SCHEDULE SHOWN ON DRAWING.
9.3 Ceramic tile / Stone tile/ Finished concrete
A. ALL TILE INSTALLATION SHALL BE IN ACCORDANCE WITH ACCEPTED CURRENT INDUSTRY STANDARD WITH THE BEST QUALITY IN CRAFTSMANSHIP.
B. SEE INTERIOR DESIGN DRAWINGS OR TILE LAYOUT OF WALLS AND FLOOR PATTERNS.
C. WHERE FLOOR DRAINS OR FLOOR SINKS OCCUR, ALL FINISH FLOORS SHALL SLOPE TO DRAIN.
D. ALL FLOORS IN PUBLIC AREAS SHALL BE OF A NON SLIP SURFACE IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA)
9.4 Interior finish flame retardant requirements
A. INTERIOR FINISH FLAME RETARDANT REQUIREMENTS. INTERIOR FINISHES AND FLAMEPROOFING MUST CONFORM TO THE REQUIREMENTS.

- B. ALL DECORATIVE MATERIALS ARE REQUIRED TO BE MAINTAINED IN A FLAME-RETARDANT CONDITION.
9.5 PROVIDE GALVANIC INSULATION BETWEEN DISSIMILAR METALS.
9.6 IF STORING, USING, OR HANDLING ANY AMOUNTS OF HAZARDOUS MATERIALS, FLAMMABLE/COMBUSTIBLE LIQUIDS, OR CHEMICALS, CONTRACTOR SHALL COMPLY WITH STATE AND LOCAL HAZARDOUS MATERIAL ORDINANCES.
9.7 EXIT DOORS, EXIT SIGNS, FIRE ALARM SENDING STATIONS, FIRE EXTINGUISHER LOCATIONS SHALL NOT BE CONCEALED OR OBSTRUCTED BY ANY DECORATIVE MATERIALS

- 9.8 Painting
A. PAINTING CONTRACTOR SHALL BE RESPONSIBLE TO APPROVE CONDITION OF ALL SURFACES TO INSURE THAT THEY HAVE BEEN PROPERLY PREPARED FOR PAINTING.
B. ALL COLORS SHALL BE APPROVED BY THE ARCHITECT.
C. ALL ADJACENT WORK SHALL BE PROTECTED AGAINST PAINT SPATTERING.
D. UPON COMPLETION OF PAINTING REMOVE ALL PAINT SPOTS AND LEAVE JOB IN A CLEAN ACCEPTABLE MANNER-READY FOR OCCUPANCY.
E. PAINT SHALL BE 'BENJAMIN MOORE' OR EQUAL - REFER TO MANUFACTURER'S SPECIFICATIONS FOR APPLICATION.
F. INTERIOR PAINTING - PAINTING CONTRACTOR WILL:
1. PREPARE ALL NAIL, JOINTS, CRACKS AND GOUGES, BY FILLING AND SANDING SO AS NOT TO BE VISIBLE UPON FINISHED PRODUCT.
2. PAINT BREAKER PANEL BOX DOORS WITH LATEX ENAMEL TO MATCH WALLS.
3. CLEAN-UP ALL SURFACES NOT DESIGNED FOR PAINT LEAVING NO EVIDENCE OF PAINT, PREPARATION OR MASKING MATERIAL.
4. KEEP SURFACES WHICH ARE TO RECEIVE LINOLEUM TYPE FLOORING FREE OF PAINT.
5. SEAL THE TOPS AND BOTTOMS OF ALL DOORS.
6. USE A PVA SEAL COAT ON ALL SURFACES TO RECEIVE PAINT PRIOR TO APPLICATION OF PRIME COAT.
7. PAINT INTERIOR WALLS, DOORS, TRIM, BASEBOARD, ETC. WITH ONE COAT PRIMER AND TWO COATS FINISH (EGGSHELL ENAMEL FINISH).
8. INTERIOR PAINT MATERIAL, COLOR AND FINISH AS APPROVED BY OWNER.
9. PREP. FILL, STAIN, AND SEAL ALL CLUBHOUSE EXPOSED WOOD. METHOD, MATERIAL, AND COLOR TO BE APPROVED BY OWNER.
10. CAULK BASEBOARD TO VINYL FLOORS.

9.9 Gypsum Wallboard

- A. ALL GYPSUM WALLBOARD SHALL BE INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF THE CURRENT EDITION OF THE IBC STATE AND LOCAL CODES.
B. GYPSUM WALLBOARD SHALL NOT BE INSTALLED UNTIL WEATHER PROTECTION FOR THE INSTALLATION IS APPROVED.
C. ALL EDGES AND ENDS OF GYPSUM WALLBOARD SHALL OCCUR ON THE FRAMING EDGES EXCEPT THOSE EDGES AND ENDS WHICH ARE PERPENDICULAR TO THE FRAMING MEMBERS. ALL EDGES AND ENDS OF GYPSUM WALLBOARD SHALL BE IN MODERATE CONTACT EXCEPT IN CONCEALED SPACES WHERE FIRE-RESISTIVE CONSTRUCTION OR DIAPHRAGM IS NOT REQUIRED.
D. THE SIZE AND SPACING OF FASTENERS SHALL COMPLY WITH THE CURRENT EDITIONS OF THE IBC STATE AND LOCAL CODES. FASTENERS SHALL BE SPACED NOT LESS THAN 3/ 8" FROM EDGES AND ENDS OF GYPSUM WALLBOARD.
E. FASTENERS SHALL BE APPLIED IN SUCH A MANNER AS NOT TO FRACTURE THE FACE PAPER WITH THE FASTENER HEAD.
F. DRYWALL CONTRACTOR WILL:
1. FASTEN DRYWALL WITH SCREWS ONLY.
2. INSTALL BULL NOSED CORNERS/CORNER BEAD ON ALL OUTSIDE CORNERS.
3. CLEAN UP AND REMOVE ALL EXCESS DRYWALL, TAPE, AND TEXTURE FROM THE CONSTRUCTIONS SITE.
4. CLEAN WINDOW FRAMES AFTER TEXTURE.

9.10 Gyp-crete

- A. GYP-CRETE CONTRACTOR IS TO GET INSPECTION AND WRITTEN APPROVAL FROM OWNER PRIOR TO APPLICATION OF GYP-CRETE.
B. ALL GYP-CRETE SEALER IS TO BE APPLIED TO A SMOOTH CLEAN SURFACE FREE OF PAINT, DIRT AND CONSTRUCTION DEBRIS.
C. CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL, TOOLS AND EQUIPMENT TO COMPLETE GYP-CRETE AND ACoustICAL II WORK IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND MANUFACTURER'S RECOMMENDATIONS.
D. KITCHEN AND BATHROOM FLOORS TO RECEIVE ACoustICAL II UNDERLAYMENT PRIOR TO APPLICATION OF GYP-CRETE.

9.12 Finish Carpentry

- A. FINISH CONTRACTOR TO FURNISH ALL FASTENING MATERIALS AND INSTALLATION EQUIPMENT REQUIRED TO COMPLETE FINISH WORK PER PLANS AND SPECIFICATIONS.
B. PRIOR TO INSTALLATION OF BASE AT ALL AREAS THAT REQUIRE RESILIENT FLOORING, FINISH CARPENTER WILL CAULK THE WALL AREA BETWEEN THE END OF THE DRYWALL OR END OF THE CABINET AND THE FLOOR. FINISH CONTRACTOR TO FURNISH CAULK.
C. ALL MATERIAL INSTALLED SHALL BE STRAIGHT, PLUMB, TRUE AND LEVEL WITH EVEN MARGINS AT ALL DOORS, JAMBS, CASING AND TRIM. DOORS SHALL OPERATE FREELY AND HAVE A MAXIMUM 1/8" EVEN MARGIN BETWEEN DOOR EDGE BANDING, TRIM, BASE, ETC. SHORTER THAT 6" IS TO BE GLUED IN PLACE.
D. SHELF AND POLE SUPPORTS NOT TO EXCEED 3" ON CENTER. SHELF AND POLE SUPPORTS TO BE BACKED BY SAME MATERIAL AS SHELF LEDGER.
E. ALL EXPOSED SHELF CORNER EDGES TO BE ROUNDED.
F. FINISH CONTRACTOR TO INSTALL:
1. INTERIOR DOORS, CLOSET SHELVEING AND POLES, CASING, BASEBOARD, AND INT. AND EXT. DOOR HARDWARE AS DIRECTED BY OWNER.
2. CABINETS.
3. KITCHEN CABINET SHELVE.S
4. TRIM AND SILLS AT DOORS & WINDOWS.

- NOTES:
1. UNIT ENTRY DEADBOLT AND UNIT ENTRY LEVER TO BE KEYS ALIKE.
2. DOOR STOPS TO BE INSTALLED AT LOCATIONS AS DIRECTED BY OWNER.
3. ALL STRIKE PLATES TO BE INSTALLED WITH 3" SCREWS.
4. EASE EDGES OF DOORS AS NECESSARY TO PREVENT SPLINTERING.
5. ALL HARDWARE TO CONFORM WITH HANDICAP REQUIREMENTS (ADA).
6. DOORS SHALL HAVE DOOR STOPS INSTALLED AT THE BOTTOM KNOB SIDE OF DOOR (NO WALL MOUNTED STOPS) USE HEAVY DUTY TYPE STOPS AS SUPPLIED BY OWNER.

DIV. 15 MECHANICAL NOTES

- 15.1 SEE MECHANICAL DRAWINGS FOR MECHANICAL, PLUMBING AND FIRE PROTECTION NOTES.
15.3 NO STRUCTURAL MEMBERS SHALL BE CUT FOR PIPES, DUCTS, ETC, UNLESS SPECIFICALLY DETAILED.

15.7 Heating Ventilating and Air Conditioning

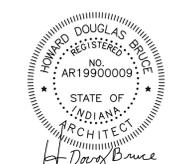
- A. REFER TO PROPOSED FLOOR PLAN FOR SPECS AND NOTES.
B. AIR CONDITIONING CONTRACTOR SHALL FURNISH AND INSTALL ALL ITEMS TO COMPLETE THE HEATING, AIR CONDITIONING PER PLANS AND SPECIFICATIONS AND AS FURTHER DESCRIBED BELOW:
1. THERMOSTATS AND WIRING.
2. AIR CONDITIONING CONDENSER UNIT AND CONDENSATE LINES:
3. PROVIDE ISOLATION PAD AT EXTERIOR FOR ANY REQUIRED CONDENSER UNITS
C. CONTRACTOR SHALL:
1. INCLUDE CONNECTIONS TO AND FROM ANY VENTING EQUIPMENT AND APPLIANCES AS (IF) REQUIRED

DIV. 16 ELECTRICAL NOTES

- 16.1 REFER TO ELECTRICAL PLANS FOR SPECS AND NOTES.
16.2 ELECTRICAL CONTRACTOR TO PROVIDE ALL MATERIAL AND LABOR REQUIRED TO COMPLETE ELECTRICAL INSTALLATION PER PLANS AND SPECIFICATIONS.
16.3 ELECTRICAL CONTRACTOR SHALL:
A. FURNISH AND INSTALL CABLE TELEVISION AND HIGH SPEED INTERNET ACCESS AS REQUIRED BY OWNER
B. INSTALL LIGHT BULBS FOR LIGHT FIXTURES AS PROVIDED BY OWNER.
C. FURNISH AND INSTALL ALL SWITCHES, RECEPTACLES AND COVER PLATES (WHICH ARE TO BE WHITE) INCLUDING THOSE FOR TELEPHONE AND INTERNET AND TELEVISION.
D. INSTALL ALL LIGHTING FIXTURES (INCLUDING ANY FOUNDATIONS FOR EXTERIOR FIXTURES).
E. INSTALL SMOKE DETECTORS.
F. PROVIDE POWER AND SHUTOFF FOR NEW DUCTLESS MINISPLIT SYSTEM & CONDENSER UNIT AS SELECTED BY OWNER
G. LIMIT HEIGHT OF EXTERIOR A/C-DISCONNECT BOXES TO 18" ABOVE GRADE.



BLOOMINGTON SANITATION
A NEW BREAKROOM FOR:
3406 SOUTH WALNUT ST.
BLOOMINGTON, INDIANA 47401



PROJECT NO. xx25
DATE October 30, 2025
DRAWN BY xx
CHECKED BY D. BRUCE
SHEET NAME

GENERAL PLAN INFORMATION

SHEET NO.

GC001

ARCHITECTURAL REFERENCE SYMBOLS

SECTION INDICATOR:	REFERENCE SECTION LOCATION THROUGH AN AREA FOR ADDITIONAL INFORMATION.	KEYNOTE INDICATORS:	REFERENCE SHEET KEYNOTE LOCATION FOR ADDITIONAL INFORMATION.
SECTION INDICATOR:	REFERENCE DETAIL LOCATION FOR ADDITIONAL INFORMATION.	DRAWING BLOCK TITLE INDICATOR:	REFERENCE DRAWING MODULE LOCATION FOR ADDITIONAL INFORMATION.
ELEVATION INDICATOR:	REFERENCE ELEVATION LOCATION FOR ADDITIONAL INFORMATION.	SPACE INDICATOR:	
MATCH LINE INDICATOR:	REFERENCE SHEET LOCATION FOR ADDITIONAL INFORMATION.	REVISION INDICATOR:	REFERENCE TITLE BLOCK LOCATION FOR ADDITIONAL INFORMATION.
DATUM INDICATORS:	REFERENCE BUILDING PLANS FOR ADDITIONAL INFORMATION.	DOOR INDICATOR:	REFERENCE DOOR SCHEDULE FOR ADDITIONAL INFORMATION.
WALL TYPE INDICATORS:	REFERENCE RATED ASSEMBLIES SHEET FOR ADDITIONAL INFORMATION.	WINDOW INDICATOR:	REFERENCE WINDOW SCHEDULE FOR ADDITIONAL INFORMATION.

<p>FLOOR PLAN</p> <p>1/4" = 1'-0"</p> <p>NUMERIC DRAWING SCALE</p>	<p>MECHANICAL ROOM</p> <p>RELATES TO NEW SPACE NAME</p> <p>101</p> <p>CHARACTER RELATES TO NEW NUMERIC SPACE TAG</p> <p>100 SQ. FT. ← NEW SPACE AREA</p>	<p>MECHANICAL ROOM</p> <p>RELATES TO EXIST. SPACE NAME</p> <p>101</p> <p>CHARACTER RELATES TO EXIST. NUMERIC SPACE TAG</p> <p>100 SQ. FT. ← EXIST. SPACE AREA</p>
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ARCHITECTURAL ABBREVIATIONS

<p>AT ANCHOR BOLT</p> <p>ABS AIR BARRIER SYSTEM</p> <p>ABV ABOVE</p> <p>A/C AIR CONDITIONING</p> <p>ACT ACoustical CEILING PANEL</p> <p>ACW ALUMINUM GLAZED WINDOW</p> <p>ACWP ALUMINUM COMPOSITE WALL PANEL</p> <p>ADJ ADJUSTABLE</p> <p>AFL ABOVE FINISHED FLOOR</p> <p>AHU AIR HANDLING UNIT</p> <p>ALT ALTERNATE</p> <p>ALUM ALUMINUM</p> <p>A-PT ACCESS PANEL</p> <p>APC ARCHITECTURAL PRECAST CONCRETE</p> <p>AS ALUMINUM STOREFRONT</p> <p>ATTN ATTENTION</p> <p>AUTO AUTOMATIC</p> <p>AVG AVERAGE</p> <p>AW ALUMINUM WINDOW</p> <p>AWC ACoustical WALL COVERING</p> <p>AWP ACoustical WALL PANEL</p> <p>BD BOARD</p> <p>BF BARRIER FREE</p> <p>BLDG BUILDING</p> <p>BLK BLOCK</p> <p>BLKG BLOCKING</p> <p>BM BENCH MARK</p> <p>BRG BEARING</p> <p>BSMT BASEMENT</p> <p>BUR BUILT-UP ROOF</p> <p>CB CABINET</p> <p>CB CHALKBOARD</p> <p>CHW CLOSED CIRCUIT TELEVISION</p> <p>CFM COLD FORMED METAL FRAMING</p> <p>CG CORNER GUARD</p> <p>CPC CAST IN PLACE CONCRETE</p> <p>CP CONTROL JOINT</p> <p>CLG CEILING</p> <p>CLR CLEAR</p> <p>CM CENTIMETER</p> <p>CMBD CEMENT BOARD</p> <p>CMU CONCRETE MASONRY UNIT</p> <p>CO CLEAN OUT</p> <p>COL COLUMN</p> <p>CONC CONCRETE</p> <p>CONST CONSTRUCTION</p> <p>CONT CONTINUOUS</p> <p>CONTR CONTRACTOR</p> <p>CORR CORRIDOR</p> <p>CR CLASSROOM</p> <p>INT INTERIOR</p> <p>CRS COURSE</p> <p>CSMJ CAST STONE MASONRY UNIT</p> <p>C-T CARPET TILE</p> <p>CT CERAMIC TILE</p> <p>CTSCK COUNTERSINK</p> <p>CTV CAST STONE TILE</p> <p>CYD CUBIC YARD</p> <p>CW CURTAIN WALL</p> <p>D CEMENTITIOUS WOOD FIBER DECK</p> <p>DRL DEPTH, DEEP</p> <p>DBL DOUBLE</p> <p>DEMO DEMOLITION</p> <p>DEPT DEPARTMENT</p> <p>DF DRINKING FOUNTAIN</p> <p>DG DOOR GRILLE</p> <p>DIAG DIAGONAL</p> <p>DIA DIAMETER</p> <p>DW DRIVING</p> <p>DIV DIVISION</p> <p>DL DOOR LOUVER</p> <p>DN DOWN</p> <p>DP DAMP PROOFING</p> <p>DR DISPLAY RAIL</p> <p>DS DOWNSPOUT</p> <p>DTL DETAIL</p> <p>DWG DRAWING</p> <p>DWR DRAWER</p> <p>EA EACH</p> <p>EP EXHAUST FAN</p> <p>EFS EXTERIOR FINISH SYSTEM</p> <p>EIFS EXTERIOR INSULATION FINISH SYSTEM</p> <p>EJ EXPANSION JOINT</p> <p>EL ELEVATION</p> <p>ELAS ELASTOMERIC</p> <p>ELEC ELECTRICAL</p> <p>ELEV ELEVATION</p> <p>EMER EMERGENCY</p> <p>EPS EXPANDED POLYSTYRENE</p> <p>EPX EPOXY</p> <p>EPX PT EPOXY PAINT</p> <p>EQ EQUAL</p> <p>EQUIP EQUIPMENT</p> <p>EST ESTIMATE</p> <p>ETR EXISTING TO REMAIN</p> <p>EWG ELECTRIC WATER COOLER</p> <p>EXH EXHAUST</p> <p>EX EXISTING</p> <p>EXP EXPANSION</p> <p>EXT EXTERIOR</p> <p>F FURNACE</p> <p>FAAF FLUID APPLIED ATHLETIC FLOORING</p> <p>FB FACE BRICK</p> <p>FD FLOOR DRAIN</p> <p>FE FIRE EXTINGUISHER</p> <p>FEC FIRE EXTINGUISHER CABINET</p> <p>FF FINISHED FLOOR</p> <p>FFE FINISHED FLOOR ELEVATION</p> <p>FGL FIBERGLASS</p> <p>FRFC FIBERGLASS REINFORCED CONCRETE</p> <p>FH FIRE HYDRANT</p> <p>FHC FIRE HOSE CABINET</p> <p>FHVC FIRE HOSE VALVE CABINET</p> <p>FIN FINISHED</p>	<p>FLR FLOOR</p> <p>PIP POURED IN PLACE</p> <p>PLM PLASTIC LAMINATE</p> <p>PLAS PLASTER</p> <p>PLYWD PLYWOOD</p> <p>PLWV PLASTIC LAMINATE WOOD</p> <p>POLY POLYETHYLENE</p> <p>PPC PORCELAIN PAVER</p> <p>PPS POWER PROTECTION SCREEN</p> <p>PPT PRESSURE PRESERVATIVE TREATED</p> <p>PAIR PREFABRICATED</p> <p>PREFIN PREFINISHED</p> <p>PREP PREPARE/PREPARATION</p> <p>PRC PROJECTOR SCREEN</p> <p>PS PENCIL SHARPENER BLOCK</p> <p>PSF POUNDS PER SQUARE FOOT</p> <p>PSI POUNDS PER SQUARE INCH</p> <p>PAINT PAINT</p> <p>PTN PARTITION</p> <p>PVT PNEUMATIC TUBE SYSTEM</p> <p>PVC POLYVINYL CHLORIDE</p> <p>PVMT PAVEMENT</p> <p>PERFORATED VINYL WALL COVERING</p> <p>QUARRY TILE</p> <p>QTY QUANTITY</p> <p>RISER RISER</p> <p>RA RETURN AIR</p> <p>RADIUS RADIUS</p> <p>RUBBER BASE</p> <p>RCB REFLECTED CEILING PLAN</p> <p>RCD ROOF DRAIN</p> <p>REF REFLECTANCE</p> <p>REFR REFRIGERATOR</p> <p>REIN REINFORCING</p> <p>REM RECESSED ENTRY MAT</p> <p>RES RESINOUS FLOORING</p> <p>RFG ROOFING</p> <p>RT RUBBER FLOOR TILE</p> <p>RHT RIGHT HAND</p> <p>RL RAIN LEADER</p> <p>RM ROOM</p> <p>ROU ROUGH OPENING</p> <p>RR HOUR</p> <p>RST RUBBER FLOOR TILE</p> <p>RSR RESILIENT STAIR RISER</p> <p>RST RESILIENT STAIR TREAD</p> <p>RT RIGHT</p> <p>RTU ROOFTOP UNIT</p> <p>RYW RAIN WATER</p> <p>SAB SOUND ATTENUATION BLANKET</p> <p>SCH SCHEDULE</p> <p>SF SQUARE FOOT</p> <p>SCB SECURITY CYTOSOL BOARD</p> <p>SH SECURITY SUBSTITUTION</p> <p>SHG SHEATHING</p> <p>SM SIMILAR</p> <p>SPRM SPRAYED FIRE RESISTANT MATERIAL</p> <p>SPEC SPECIFIED</p> <p>SPP SPFRAYED POLYURETHANE FOAM</p> <p>SPR SPRINKLER</p> <p>SQ SQUARE</p> <p>SRO SECONDARY ROOF DRAIN</p> <p>SS STAINLESS STEEL</p> <p>ST STANDARD</p> <p>STC SOUND TRANSMISSION COEFFICIENT</p> <p>STD STANDARD</p> <p>STL STEEL</p> <p>STRUC STRUCTURAL</p> <p>SUSP SUSPENDED</p> <p>SHEET VINYL</p> <p>SVM SQUARE WOVEN MESH</p> <p>SY SQUARE YARD</p> <p>SYM SYMMETRICAL</p> <p>T TREAD</p> <p>TB TACK BOARD</p> <p>TEL TELEPHONE</p> <p>T&G TONGUE & GROOVE</p> <p>THHD THRESHOLD</p> <p>THICK THICK</p> <p>TO TOP OF</p> <p>TO S OF STEEL</p> <p>TOW TOP OF WALL</p> <p>TR TREATED</p> <p>TS TACK STRIP</p> <p>TV TELEVISION</p> <p>TY TYPICAL</p> <p>UC UNDERCUT</p> <p>UG UNDERGROUND</p> <p>UH UNIT HEATER</p> <p>UNO UNLESS NOTED OTHERWISE</p> <p>VCT VINYL COMPOSITION TILE</p> <p>VDB VISUAL DISPLAY BOARD</p> <p>VERT VERTICAL</p> <p>VEST VESTIBULE</p> <p>VR VAPOR RETARDER</p> <p>VRB VINYL/RUBBER BASE</p> <p>VTV VINYL TILE</p> <p>VTR VENT THROUGH ROOF</p> <p>VWV VINYL WALL COVERING</p> <p>W WIDE</p> <p>W/ WITH</p> <p>WB WOOD BASE</p> <p>WC WATER CLOSET</p> <p>WCP WOOD CEILING PANEL</p> <p>WD WOOD</p> <p>WD-PNL WOOD PANELING</p> <p>WIND WINDOW</p> <p>WH WATER HEATER</p> <p>W/O WITHOUT</p> <p>WP WATERPROOFING</p> <p>WPT WORKING POINT</p> <p>WR WATER RESISTANT</p> <p>WSC WAINSCOT</p> <p>WSF WOOD SPORTS FLOORING</p> <p>WT WEIGHT</p> <p>WFW WELDED WIRE FABRIC</p> <p>WDM WELDED WIRE MESH</p> <p>YD YARD</p>
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GENERAL NOTES & SPECIFICATIONS

<p>REQUIREMENTS OF REGULATORY AGENCIES</p> <ol style="list-style-type: none"> ALL MATERIALS AND WORKMANSHIP SHALL COMPLY WITH ALL APPLICABLE CODE, SPECIFICATIONS, LOCAL ORDINANCES, INDUSTRY STANDARDS, UTILITY COMPANY REGULATIONS. IN CASE OF A DIFFERENCE BETWEEN BUILDING CODES, SPECIFICATIONS, STATE LAWS, LOCAL ORDINANCES, INDUSTRY STANDARDS, UTILITY COMPANY REGULATIONS AND CONTRACT DOCUMENTS, THE MOST STRINGENT SHALL GOVERN. THE CONTRACTOR SHALL PROMPTLY NOTIFY THE OWNER IN WRITING OF ANY SUCH DIFFERENCES. NON COMPLIANCE: SHOULD THE CONTRACTOR PERFORM ANY WORK THAT DOES NOT COMPLY WITH REQUIREMENTS OF APPLICABLE BUILDING CODES, STATE LAWS, LOCAL ORDINANCE, INDUSTRY STANDARDS AND UTILITY COMPANY REGULATIONS, HE SHALL BEAR ALL COSTS ARISING IN CORRECTING THE DEFICIENCIES. APPLICABLE CODES AND STANDARDS SHALL INCLUDE ALL STATE LAWS, LOCAL ORDINANCES, UTILITY COMPANY REGULATIONS AND APPLICABLE REQUIREMENTS OF STATE PLUMBING AND MECHANICAL CODES. EXCEPT AS OTHERWISE SPECIFIED HEREIN, ALL PIPING WORK AND MATERIAL ARE TO CONFORM TO THE AMERICAN STANDARDS ASSOCIATION CODE FOR PRESSURE PIPING. PERMITS: CONTRACTOR SHALL PAY FOR ALL BUILDING PERMITS REQUIRED BY WORK AND PERMITS. FOR OPENING STREET AND FOR CONNECTION TO VARIOUS UTILITIES, INCLUDING FEES FOR WATER METER INSTALLATION AND ANY OTHER REQUIREMENTS NECESSARY TO CARRY OUT HIS WORK, WHERE STREETS OR SIDEWALKS ARE CUT, SAME MUST BE REPAIRED TO AT LEAST AS GOOD A CONDITION AS THEY WERE BEFORE. ALL AT THE EXPENSE OF THIS CONTRACTOR. PERMITS SHALL BE POSTED IN A PROMINENT PLACE AT THE BUILDING SITE PROPERLY PROTECTED FROM THE WEATHER AND PHYSICAL DAMAGE. <p>GUARANTEE</p> <ol style="list-style-type: none"> CONTRACTOR SHALL, BY ACCEPTING THESE DRAWINGS AND SPECIFICATIONS, GUARANTEE: CONTRACTORS SHALL FURNISH ALL MATERIAL AND EQUIPMENT AS SPECIFIED EXCEPT WHERE SPECIFIED APPROVAL IS GIVEN BY ENGINEER FOR SUBSTITUTION. ALL MATERIAL AND EQUIPMENT SHALL BE INSTALLED SUBSTANTIALLY AS SHOWN ON DRAWINGS AND AS REQUIRED WITHIN THE INTENT OF THESE SPECIFICATIONS. ALL EQUIPMENT, PIPING, ETC., SHALL BE DRIPTIGHT, AIRTIGHT, FREE OF VIBRATION, POUNDING AND OTHER OBJECTIONABLE NOISES. CONTRACTORS SHALL GUARANTEE EQUIPMENT, ACCESSORIES AND MATERIAL FURNISHED BY HIM, INCLUDING INSTALLATION FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE AGAINST ALL DEFECTS IN MATERIAL AND WORKMANSHIP. IF ANY EQUIPMENT, MATERIAL, AND/OR PIPE JOINTS, CONNECTIONS, ETC., FAIL OR DO NOT OPERATE SATISFACTORILY OR SHOW UNUSUAL WEAR, HE WILL UPON BEING NOTIFIED, IMMEDIATELY REMEDY DEFECT AT HIS OWN EXPENSE. <p>COORDINATION BETWEEN CONTRACTORS</p> <p>EACH CONTRACTOR AND SUBCONTRACTOR SHALL STUDY ALL DRAWINGS APPLICABLE TO THIS WORK SO COMPLETE COORDINATION BETWEEN TRADES WILL BE AFFECTED. SPECIAL ATTENTION SHALL BE GIVEN TO POINTS WHERE DUCTS CROSS OTHER DUCTS OR PIPING, WHERE LIGHTS, FIT INTO CEILINGS AND WHERE PIPE, DUCTS AND CONDUITS PASS THROUGH WALLS AND COLUMNS.</p> <p>IT IS THE RESPONSIBILITY OF EACH CONTRACTOR AND SUBCONTRACTOR TO LEAVE NECESSARY ROOM FOR OTHER TRADES. NO EXTRA COMPENSATION WILL BE ALLOWED TO COVER THE COST OF REMOVING PIPING, CONDUITS, DUCTS, OR EQUIPMENT FOUND ENCRANCHING ON SPACE REQUIRED BY OTHERS.</p> <p>MINOR DEVIATIONS</p> <p>FOR THE PURPOSE OF CLARITY AND LEGIBILITY, DRAWINGS ARE ESSENTIALLY DIAGRAMMATIC. ALTHOUGH SIZE AND LOCATION OF EQUIPMENT AND PIPING ARE DRAWN NEAR TO SCALE WHEREVER POSSIBLE. VERIFY CONTRACT DOCUMENT INFORMATION AT SITE.</p> <p>DRAWINGS INDICATE REQUIRED SIZES AND POINTS OF TERMINATION OF PIPES AND DUCTS AND SUGGESTED ROUTED. IT IS NOT THE INTENTION OF DRAWINGS TO INDICATE ALL NECESSARY OFFSETS. INSTALL WORK IN A MANNER TO CONFORM TO STRUCTURE, AVOID OBSTRUCTIONS, PRESERVE HEADROOMS AND KEEP OPENINGS AND PASSAGEWAYS CLEAR. DO NOT SCALE FROM DRAWINGS.</p> <p>ATTACHING TO BUILDING CONSTRUCTION</p> <p>EQUIPMENT AND PIPING SUPPORTS SHALL BE ATTACHED TO STRUCTURAL MEMBERS (BEAMS, JOISTS, ETC.) RATHER THAN TO FLOOR OR ROOF SLABS. DO NOT ATTACH HANGARS TO BOTTOM CHORD OF STRUCTURAL MEMBERS.</p> <p>DEMOLITION AND REMOVAL OF EQUIPMENT</p> <ol style="list-style-type: none"> CONTRACTORS SHALL REMOVE ALL EQUIPMENT, PIPES, DUCTWORK, HANGERS AND SUPPORT FOR PORTION IF MECHANICAL SYSTEM IN PRESENT BUILDING AS SHOWN ON DRAWINGS AND/ OR IMPLIED BY NATURE OF THE WORK INDICATED TO BE REMOVED. CONTRACTOR SHALL PROPERLY REMAINING PORTION OF WORK, CONTRACTOR SHALL PROVIDE VALVES, PLUGS, VENTS ETC. AS REQUIRED FOR COMPLETE OPERATING SYSTEM. ALL PIPES, DUCTWORKS, ETC., REMOVED SHALL BECOME THE PROPERTY OF THE CONTRACTOR SHALL BE REMOVED FROM THE PREMISES UNLESS SPECIFIED OTHERWISE. CONTRACTOR SHALL CAP ALL ABANDONED PIPING WHICH CANNOT BE REMOVED. THIS WOULD PERTAIN TO PIPING WHICH RUNS INTO CONCRETE FLOOR, THRU OUTSIDE WALLS BELOW GRADE, ETC. <p>ASSIGNMENT OF MISCELLANEOUS WORK</p> <ol style="list-style-type: none"> PAINTING: MECHANICAL CONTRACTOR WILL PROVIDE PRIME PAINTING ON ALL FERROUS METALS SUCH AS SUPPORT STEEL OR HANGER FOR MECHANICAL PIPING AND EQUIPMENT. PIPING IS NOT TO BE PRIMED. ANY FINISH PAINTING OF MECHANICAL WORK, INCLUDING PAINTING OF PIPING AND STEEL EXPOSED TO OUTSIDE ENVIRONMENT SHALL BE PAINTED BY THE MECHANICAL CONTRACTOR. PLATFORM AND SUPPORTING STANDS FOR MECHANICAL EQUIPMENT SHALL BE FURNISHED BY THE MECHANICAL CONTRACTOR UNLESS NOTED OTHERWISE. HOLES REQUIRED FOR PIPING OR DUCTWORK OF SIZE 5" OR SMALLER SHALL BE CUT IN FIELD AT THE EXPENSE OF THE MECHANICAL CONTRACTOR. OWNER SHALL GIVE APPROVAL PRIOR TO ANY CUTTING. ALL LARGER HOLES SHALL BE PROVIDED BY OTHERS, AS DETAILED IN STRUCTURAL DRAWINGS. 	<p>3. CEILING AND WALL ACCESS PANELS: MECHANICAL CONTRACTOR SHALL CUT AND PATCH FINISHED AREAS FOR PANELS AS REQUIRED BY THE MECHANICAL CONTRACTOR; PROVIDE ACCESS PANELS AS SPECIFIED, WHERE SHOWN OR REQUIRED FOR ACCESS TO COILS, VALVES, ETC.</p> <p>A. ACOUSTICAL TILE WALL OR CEILING: 24"x12" UNLESS OTHERWISE NOTED. CONSTRUCTED TO RECEIVE TILE TO MATCH CEILING.</p> <p>B. PLASTERED WALL OR CEILING UNLESS OTHERWISE NOTED. CONSTRUCTED TO RECEIVE PLASTER TO MATCH ADJACENT FINISH.</p> <p>4. CUTTING AND PATCHING: MECHANICAL CONTRACTOR SHALL CUT AND PATCH FINISHED AREAS AS REQUIRED BY THE MECHANICAL CONTRACTOR. CUT STRUCTURAL MATERIALS ONLY WHERE REQUIRED AFTER APPROVAL FROM THE ARCHITECT AND ENGINEER.</p> <p>4. DISPOSITION OF EXISTING EQUIPMENT WHICH IS TO BE REMOVED AND SALVAGED SHALL REMAIN THE PROPERTY OF THE OWNER AND BE STORED BY THE CONTRACTOR AS DIRECTED BY THE OWNER.</p> <p>5. TEMPORARY PARTITIONS OR BARRIERS REQUIRED TO PROTECT EXISTING BUILDING OR FACILITIES SHALL BE PROVIDED BY THE MECHANICAL CONTRACTOR. MECHANICAL CONTRACTOR SHALL COORDINATE NECESSITY AND LOCATION OF SUCH PROTECTION WITH OWNER.</p> <p>6. ROOF OPENINGS AND FLASHING BY MECHANICAL CONTRACTOR SHALL BE BY THE SAME. MECHANICAL CONTRACTOR IS RESPONSIBLE FOR THE CORRECT SIZE AND LOCATION OF SAME. COUNTERFLASHING BY THE MECHANICAL CONTRACTOR.</p> <p>7. PADS AND FOUNDATIONS FOR MECHANICAL WORK SHALL BE FORMED AND POURED BY THE MECHANICAL CONTRACTOR. THE SAME SHALL VERIFY PADS AND ALL ANCHORING DEVICES.</p> <p>8. EXCAVATING AND BACKFILLING FOR MECHANICAL WORK SHALL BE BY THE MECHANICAL CONTRACTOR.</p> <p>9. ALL OUTSIDE DOWNSPOUT SHALL BE BY THE GENERAL CONTRACTOR. DOWNSPOUT SHOE SHALL BE BY THE MECHANICAL CONTRACTOR.</p> <p>10. ROOF CURBS AND BASES FOR VENTILATORS, ROOF INTAKES AND RELIEF AND FANS SHALL BE FURNISHED BY THE MECHANICAL CONTRACTOR.</p>
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REVISIONS

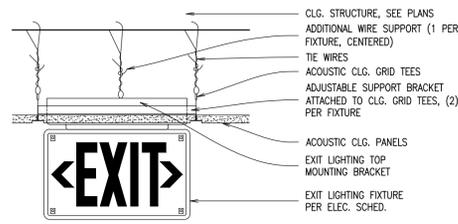
A NEW BREAKROOM FOR:

BLOOMINGTON SANITATION

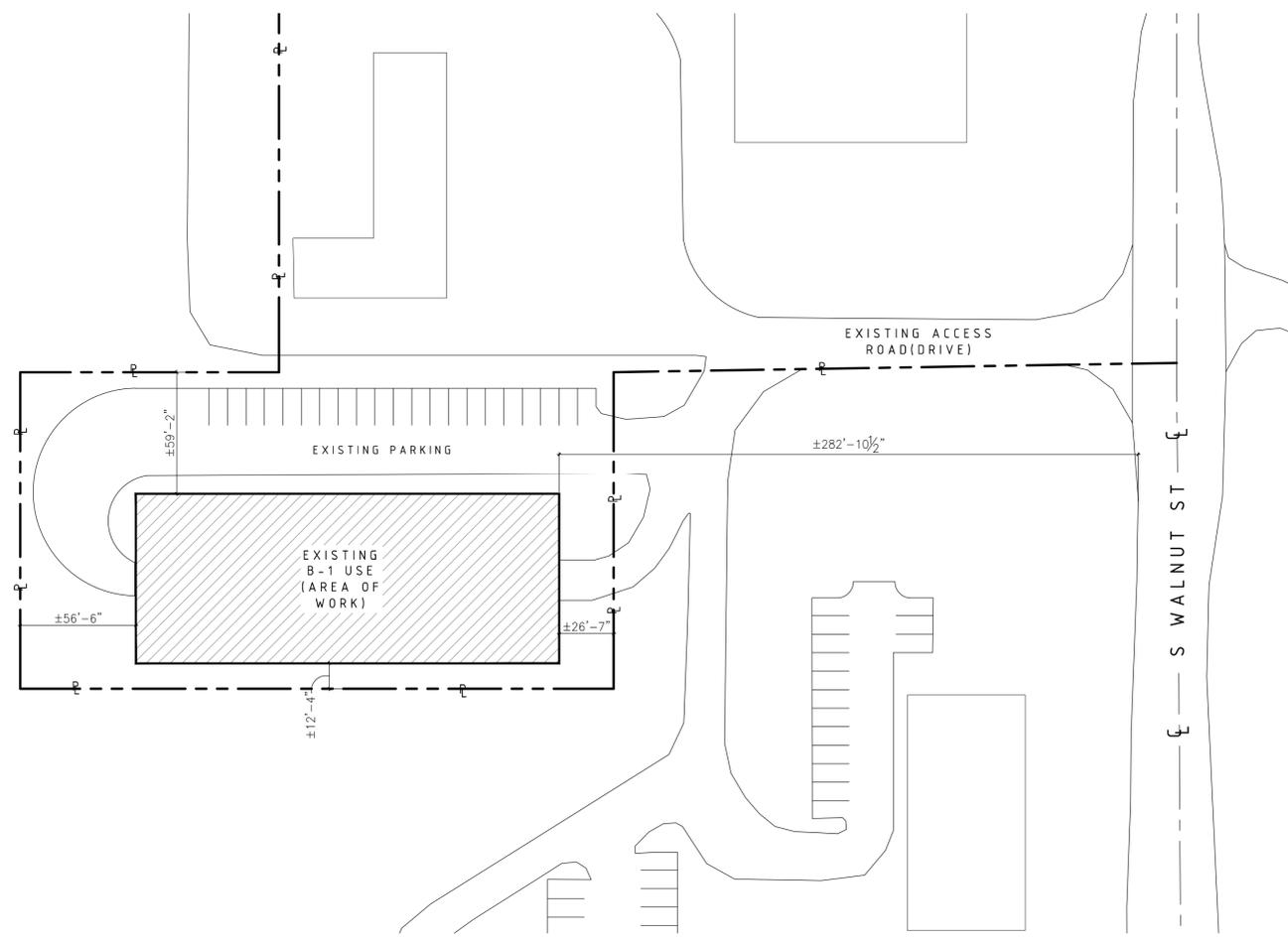
3406 SOUTH WALNUT ST.
BLOOMINGTON, INDIANA 47401

Douglas Bruce

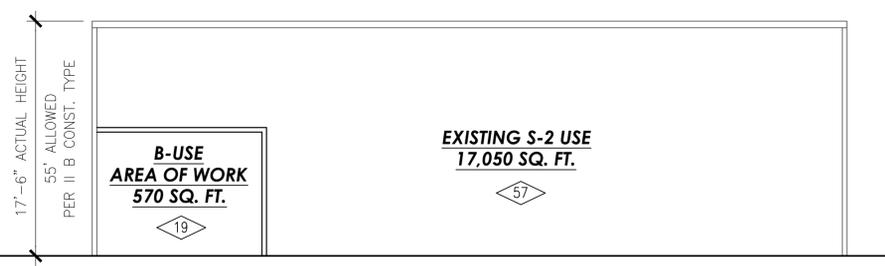
PROJECT NO.	xx25
DATE	October 30, 2025
DRAWN BY	XX
CHECKED BY	D. BRUCE
SHEET NAME	GENERAL PLAN INFORMATION
SHEET NO.	GC002



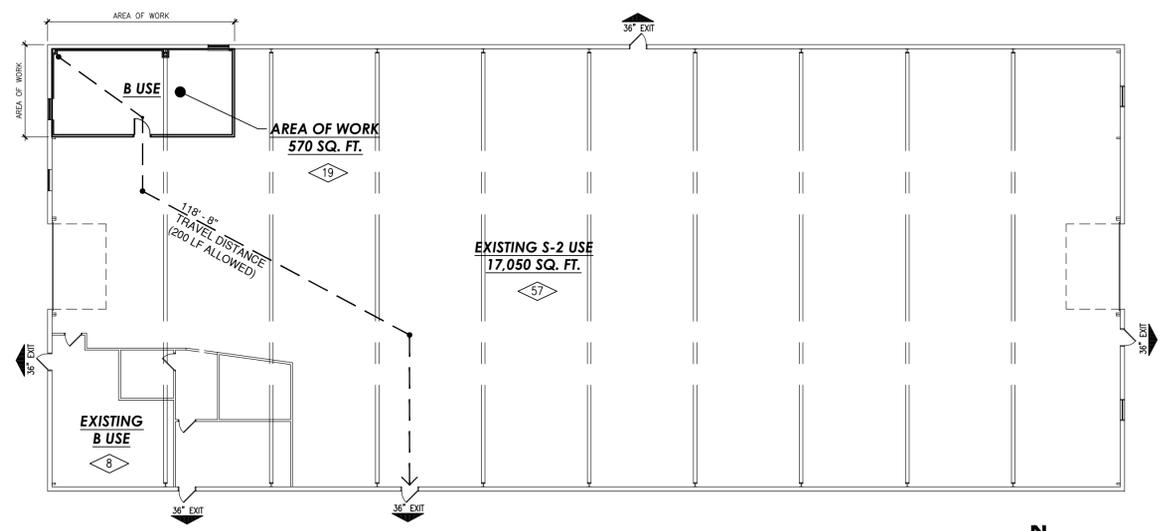
A EXIT SIGN DETAIL
NOT TO SCALE



3 SITE PLAN
NTS



2 BUILDING SECTION
NTS



1 LIFE SAFETY
1/16" = 1'-0"

FIRE PROTECTION NOTES:

- THIS BUILDING SHALL BE FULLY SPRINKLERED WITH A NFPA 13 SYSTEM.
- THE FIRE PROTECTION SYSTEM CHANGES SHALL BE DESIGNED AND INSTALLED IN STRICT COMPLIANCE WITH NFPA 13 AND THE CODES AND REGULATIONS OF APPLICABLE GOVERNMENTAL AGENCIES.
- THE FIRE PROTECTION CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CALCULATIONS, DRAWINGS, AND SPECIFICATIONS OF THE FIRE PROTECTION SYSTEM, AND FILING WITH ALL APPLICABLE GOVERNMENTAL AGENCIES FOR REVIEW AND APPROVAL.
- THE FIRE PROTECTION CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS PRIOR TO START OF INSTALLATION.
- LOCATION OF SPRINKLER RISERS SHALL BE COORDINATED AND VERIFIED WITH THE LOCAL FIRE DEPARTMENT AND WITH THE OWNER.
- PROVIDE A KNOX BOX & INSTALL UPON THE BUILDING EXTERIOR IN AN ACCESSIBLE LOCATION AS INSTRUCTED BY THE LOCAL FIRE DEPARTMENT AT THE BUILDING OR UNIT ENTRANCE.

CODE SUMMARY 2014 INDIANA BUILDING CODE

CODE ITEM	CODE REFERENCE	VALUE
OCCUPANCY CLASSIFICATION	SECTION 301	B-2
OCCUPANCY USE TYPE	SECTION 301	BREAK ROOM
CONSTRUCTION TYPE	TABLE 602.1	IIB
SPRINKLER SYSTEM	903	903.2.10 NFPA STATION
UNIT SEPARATION	SECTION 708	
MAXIMUM TRAVEL DISTANCE	SECTION 1016.2	LESS THAN 300 FT (76'-6" ACTUAL)
BUILDING DATA		
AREA W/ ALLOWABLE INCREASE (SQ. FT.) PER FLOOR	SECTION 506.1	-
TOTAL MAIN FLOOR AREA (SQ. FT.)	EXISTING	17,050
TOTAL AREA OF WORK (SQ. FT.)		570
INTERIOR BREAK ROOM INFILL	1 STORY	4 STORIES ALLOWED
TOTAL BUILDING AREA (SQ. FT.)		17,050 23,000

GENERAL NOTES:

- THIS PROJECT IS PROPOSED AS NON-SEPARATION OCCUPANCIES PER 508.3. (NO OCCUPANCY SEPARATION REQ'D. BETWEEN USES.)
- EXTERIOR OPENING PERCENTAGE PER TABLE 705.8
- ALL WALLS NOT LIMITED [GREATER THAN 30 FT. (WIDTH OF YARD) OR PUBLIC RIGHT OF WAY]
- EXIT WIDTH PER SECTION 1005. TWO EXITS PER TABLE 1021, THREE PROVIDED.
 - B = 68 OCCUPANTS X 0.2 = 14" REQUIRED.
 - S-2 = 57 OCCUPANTS X 0.2 = 11.4" REQUIRED. (144" TOTAL PROVIDED)
- OCCUPANT LOADING PER TABLE 1004.1.2
 - B = 27 S-2 = 57
 - TOTAL = 84 OCCUPANTS

CODE SUMMARY LEGEND

<p>ALL WALLS SEPARATING THE INDICATED ROOM FROM ADJACENT INTERIOR SPACES SHALL COMPLY WITH THE FOLLOWING:</p> <p>INCIDENTAL USE NON-RATED SMOKE RESISTANT SEPARATION WALLS TO EXTEND TIGHT TO FLOOR OR ROOF DECK ABOVE. DOORS TO BE SELF-CLOSING OR AUTOMATIC-CLOSING UPON DETECTION OF SMOKE.</p>	<p>EXIT</p> <p>(PH) DOORS WITH PANIC HARDWARE</p> <p>1 OCCUPANT LOAD</p>
<p>NEW FIRE EXTINGUISHER BOX LOCATION</p> <p>EXTINGUISHER: LARSEN MP5, 5LB. 2A-10 B/C EXTINGUISHER CABINET; LARSEN MEDALLION SERIES RECESSED FS BZ 2409-R3, FIRE RATED W/ VERT. DUO DOOR W/ ACRYLIC DOOR STANDARD #4 BRUSHED BRONZE FINISH</p>	<p>1/2 HOUR RATED FIRE BARRIER WITH 3/4 HOUR MINIMUM OPENING PROTECTION, FIRESTOP ALL PENETRATIONS AND TOP OF WALL.</p> <p>1 HOUR RATED FIRE BARRIER WITH 3/4 HOUR MINIMUM OPENING PROTECTION, FIRESTOP ALL PENETRATIONS AND TOP OF WALL.</p>
<p>MAJOR EGRESS ROUTES</p>	<p>45 SIGNIFIES 45 MIN. FIRE RATED DOOR ASSEMBLY, ALSO SEE DOOR SCHEDULE 'SHEET.</p> <p>1-1/2 SIGNIFIES 1.5 HOUR FIRE RATED DOOR ASSEMBLY W/ PANIC HARDWARE, ALSO SEE DOOR SCHEDULE 'SHEET.</p>

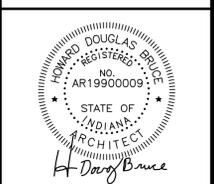


REVISIONS

NO.	DESCRIPTION

A NEW BREAKROOM FOR:

BLOOMINGTON SANITATION
3406 SOUTH WALNUT ST.
BLOOMINGTON, INDIANA 47401



PROJECT NO. XX25

DATE October 30, 2025

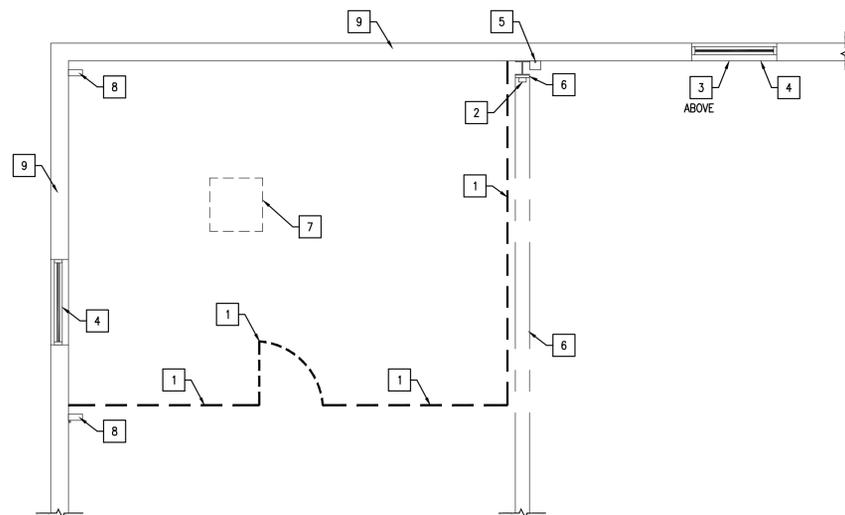
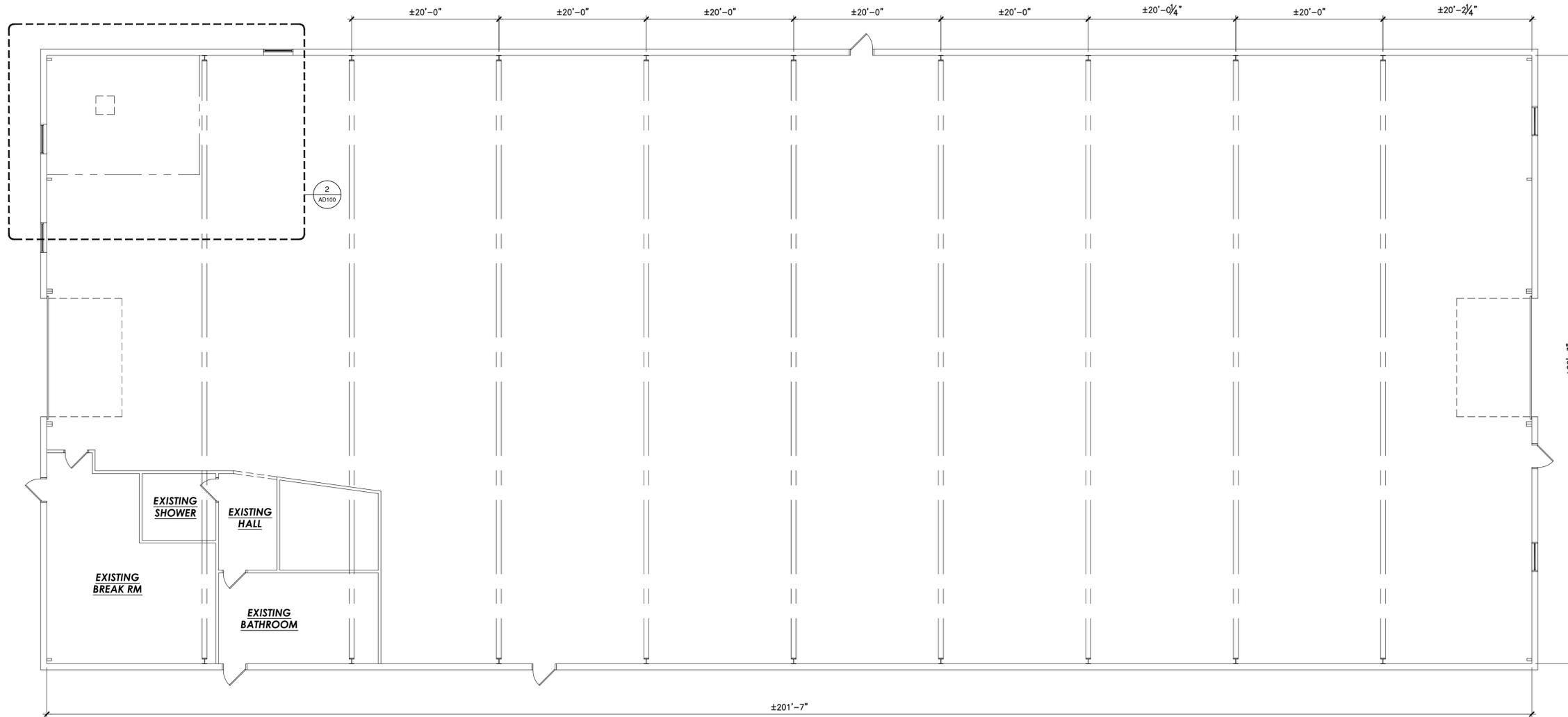
DRAWN BY D. BRUCE

CHECKED BY D. BRUCE

SHEET NAME LIFE SAFETY PLAN

SHEET NO.

G1101



1 OVERALL EXISTING PLAN
1/8" = 1'-0"

2 ENLARGED DEMOLITION PLAN
1/4" = 1'-0"

DEMOLITION PLAN KEYNOTES:

- 1 REMOVE/DISPOSE OF EXISTING ANCHOR FENCE WITH DOOR BOLTED TO SLAB
- 2 EXISTING THERMOSTAT TO BE RELOCATED. SEE PROPOSED PLAN FOR NEW LOCATION
- 3 EXISTING EXHAUST FAN ABOVE TO REMAIN
- 4 EXISTING WINDOWS TO REMAIN. SCRAPE/REPAIR AS REQUIRED. FINISH AS SELECTED BY OWNER
- 5 EXISTING SURFACE-MOUNTED RECEPTACLE TO BE RELOCATED TO INSIDE OF NEW FURRED WALL. SEE PROPOSED PLAN
- 6 EXISTING STEEL BENT TO REMAIN
- 7 EXISTING GAS HEATING UNIT ABOVE TO REMAIN. BOTTOM @ 13'-3 1/4" ABOVE EXISTING SLAB
- 8 EXISTING STEEL TUBE COLUMN TO REMAIN
- 9 EXISTING CMU FOUNDATION & PRE-MANUFACTURED METAL BUILDING FRAMING TO REMAIN

DEMOLITION PLAN NOTES:

1. ABSOLUTE CARE SHOULD BE EXERCISED IN THE REMOVAL OF EXISTING BUILDING FABRIC. REMOVE ONLY WHAT IS ABSOLUTELY NECESSARY FOR CONSTRUCTION OF THE NEW WORK. IF ANY DOUBT OR QUESTIONS ARE ENCOUNTERED NOTIFY ARCHITECT.
2. REFER TO THE STRUCTURAL DRAWINGS FOR FRAMING CONDITIONS THAT MAY REQUIRE DEMOLITION OR REINFORCING WORK PRIOR TO NEW CONSTRUCTION.
3. DEMOLITION CONTRACTOR SHALL BE HELD STRICTLY RESPONSIBLE TO ABIDE BY ALL RULES, REGULATIONS & ORDINANCES AS DICTATED BY THE CITY OF PROJECT & OR ANY OTHER GOVERNING AGENCY.
4. DEMOLITION PROCEDURES & REMOVAL OF REFUSE SHALL OCCUR IN AN ORDERLY FASHION. NO STORAGE OF REFUSE SHALL OCCUR ON SITE. NO SALE OF SCRAP OR REFUSE SHALL OCCUR ON SITE. NO BURNING OF REFUSE SHALL BE PERMITTED. NO USE OF EXPLOSIVES SHALL BE PERMITTED.
5. DEMOLITION CONTRACTOR SHALL BE HELD RESPONSIBLE TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO DEMOLITION. CONTRACTOR ASSUMES ALL RESPONSIBILITIES & LIABILITIES ASSOCIATED WITH REGARD TO DEMOLITION PRACTICES & ASSUMES SUCH.
6. DEMOLITION CONTRACTOR IS RESPONSIBLE FOR SAFETY & SECURITY OF THE ENTIRE SITE & FACILITY DURING PROCESS OF DEMOLITION & SHALL OBTAIN INSURANCE'S PROTECTING THE OWNER, DESIGN BUILDER & ARCHITECT.
7. DEMOLITION CONTRACTOR TO TAKE ALL STEPS NECESSARY TO PREVENT POLLUTION OF AIR, WATER AND SOILS, AND SHALL:
 - A. COMPLY WITH ENVIRONMENTAL POLLUTION REGULATIONS.
 - B. NO STORAGE OF CONTAMINANTS ARE PERMITTED ON SITE.
 - C. DEMOLITION CONTRACTOR SHALL TAKE ALL PRECAUTIONS TO PREVENT ACCIDENTS DUE TO PHYSICAL HAZARDS (i.e. BARRICADES, WARNING LIGHTS, SIGNS AS REQUIRED). CONTRACTOR IS REQUIRED TO INSURE PUBLIC SAFETY DURING THE DEMOLITION PROCESS & ASSUME ALL LIABILITIES FOR SUCH.
 - D. CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO INSURE THAT ITEMS SCHEDULED OR NOTED TO REMAIN, STAY INTACT & UNDAMAGED.
 - E. DEMOLITION CONTRACTOR IS RESPONSIBLE FOR THE INSPECTION OF THE ENTIRE BUILDING FACILITIES STRUCTURE & COORDINATE EFFORTS WITH THE GENERAL CONTRACTOR. DEMOLITION CONTRACTOR SHALL VERIFY ALL CONDITIONS AND SCOPE OF WORK AS DESCRIBED HERE IN. THESE DOCUMENTS ARE TO BE UTILIZED FOR INTENT ONLY. THE DEMOLITION CONTRACTOR IS RESPONSIBLE FOR THE FULL EXTENT OF THE DEMOLITION.
 - F. DRAIN, PURGE OR OTHERWISE REMOVE, COLLECT & LEGALLY DISPOSE OF CHEMICALS, GASES, EXPLOSIVES, ACIDS, FLAMMABLES, OR OTHER HAZARDOUS MATERIALS & WASTE BEFORE PROCEEDING WITH DEMOLITION OPERATIONS.
 - G. CONTRACTOR SHALL NOTIFY ALL AFFECTED UTILITY COMPANIES @ LEAST 72 HOURS PRIOR TO THE START OF DEMOLITION.
10. PROTECT EXISTING FINISHES IN EXISTING AREAS TO REMAIN.

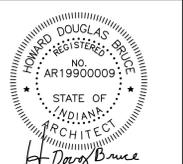
SYMBOLS LEGEND:

DENOTES EXISTING WALLS TO REMAIN	DENOTES EXISTING WALLS TO BE REMOVED
DENOTES EXISTING FOUNDATION WALLS TO REMAIN	DENOTES EXISTING FOUNDATION WALLS TO BE REMOVED
DENOTES SECTION INDICATOR	DENOTES DETAIL INDICATOR
DENOTES DETAIL INDICATOR	DENOTES SECTION INDICATOR
DENOTES TARGET ELEVATION	DENOTES SPOT ELEVATION
DENOTES EXISTING WINDOW #	DENOTES DOWNSPOUT LOCATION
DENOTES DEMOLITION NOTE	DENOTES REVISION NOTE



REVISIONS

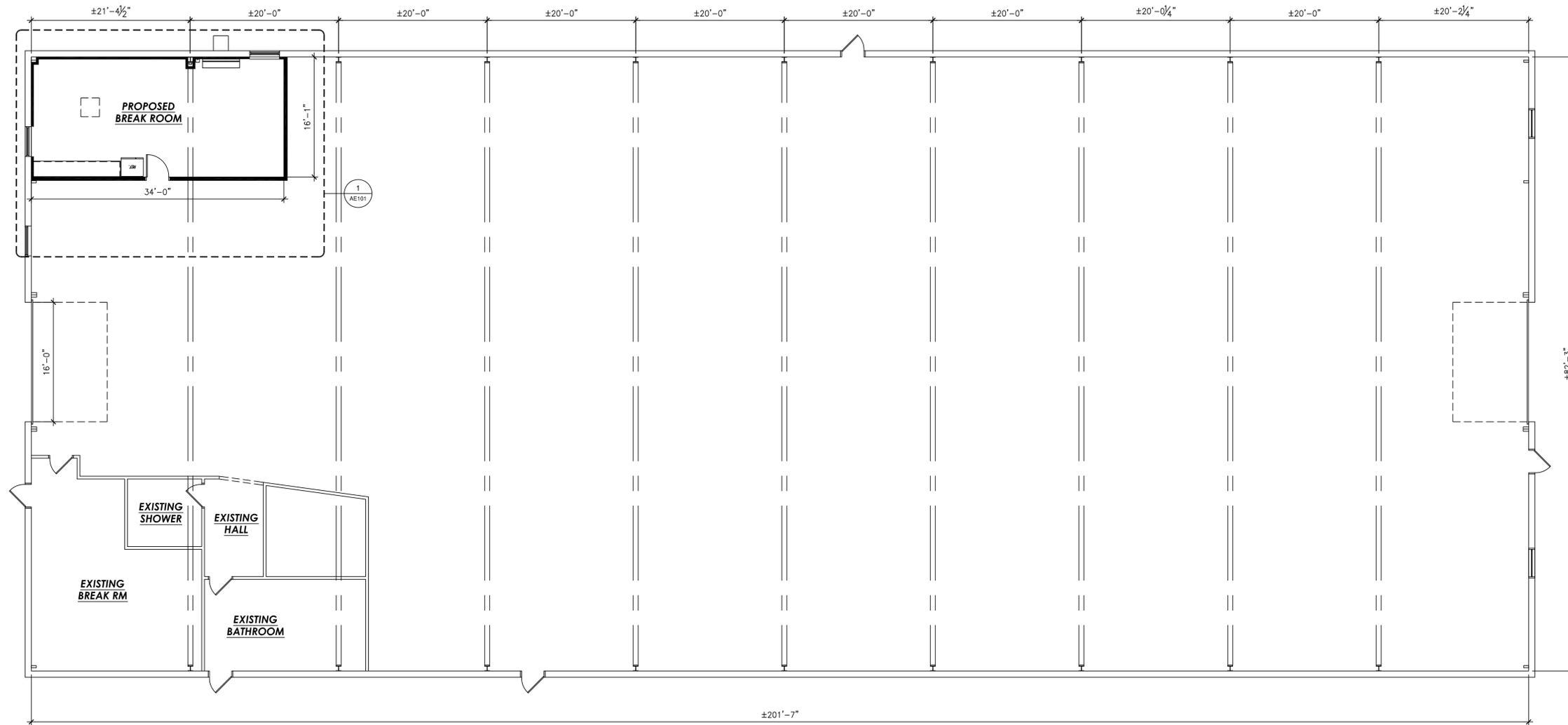
A NEW BREAKROOM FOR:
BLOOMINGTON SANITATION
3406 SOUTH WALNUT ST.
BLOOMINGTON, INDIANA 47401



PROJECT NO. XX25
DATE October 30, 2025
DRAWN BY
CHECKED BY D. BRUCE

EXISTING & DEMO FLOOR PLAN

SHEET NO. **AD100**



1 OVERALL PROPOSED PLAN
1/8" = 1'-0"
N

- GENERAL FLOOR PLAN NOTES:**
- DO NOT SCALE DRAWINGS, DIMENSIONS SHALL PREVAIL. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS RELATED TO THE WORK. ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY. IF CONTRACTOR FAILS TO VERIFY DIMENSIONS AS INDICATED, ANY AND ALL CORRECTIVE ACTIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
 - ALL INTERIOR DIMENSIONS ARE SHOWN STUD TO STUD & DO NOT INCLUDE WALL FINISHES.
 - ALL DOOR OPENINGS SHALL BE LOCATED 4" FROM ADJOINING WALL UNLESS NOTED OTHERWISE.
 - FIELD VERIFY PLAN DIMENSIONS PRIOR TO ANY CASEWORK FABRICATION.
 - ALL NEW WALLS SHALL BE FINISHED TO MATCH EXISTING SURFACES INCLUDING PRIMER & PAINT.
 - CAULK ALL JOINTS BETWEEN DIFFERENT MATERIALS I.E. GYPSUM BOARD & MASONRY.
 - ALL WINDOWS WITHIN 24" OF ANY DOOR (REGARDLESS OF WALL PLANE), & WHOSE BOTTOM EDGE IS LESS THAN 18" ABOVE FLOOR OR WALKING SURFACE SHALL HAVE TEMPERED GLAZING.
 - ANY OPERABLE WDW'S. W/ SILL LESS THAN 36" ABV. FIN. FLR. SHALL BE EQUIPPED W/ A OPENING CONTROL DEVICE PER 1013.8.1.
 - IF NO WINDOW SCHEDULE IS PRESENT, CONTRACTOR/OWNER SHALL PROVIDE A MIN. OF 1 CODE COMPLIANT EGRESS WINDOW IN EVERY SLEEPING ROOM.
 - SIZE OF STAIR RISERS MAY VARY ACCORDING TO SIZE OF FLOOR SYSTEM.
 - ALL INTERIOR WALLS SHALL BE 2 X 4 STUDS @ 16" O.C. W/ 5/8" GYP. BOARD ON BOTH SIDES UNLESS NOTED OTHERWISE.

- SYMBOLS LEGEND:**
- DENOTES NEW FULL HEIGHT MASONRY WALLS
 - DENOTES NEW FULL HEIGHT STUD WALLS
 - DENOTES EXISTING WALLS TO REMAIN WHEN APPLICABLE
 - DENOTES SECTION INDICATOR
 - DENOTES ELEVATION INDICATOR
 - DENOTES NEW DOOR AND FRAME SYMBOL
 - DENOTES DETAIL INDICATOR
 - DENOTES DETAIL INDICATOR
 - DENOTES SPACE IDENTIFIER
 - DENOTES SPACE IDENTIFIER
 - EXTERIOR WINDOW IDENTIFIER
 - REVISION NOTE
 - D.S. DOWNSPOUT LOCATION
 - FLOOR PLAN KEYNOTE
 - DENOTES WALL TYPES. SEE SHEET G103 FOR WALL TYPE INFORMATION



REVISIONS

NO.	DESCRIPTION

A NEW BREAKROOM FOR:

BLOOMINGTON SANITATION
3406 SOUTH WALNUT ST.
BLOOMINGTON, INDIANA 47401

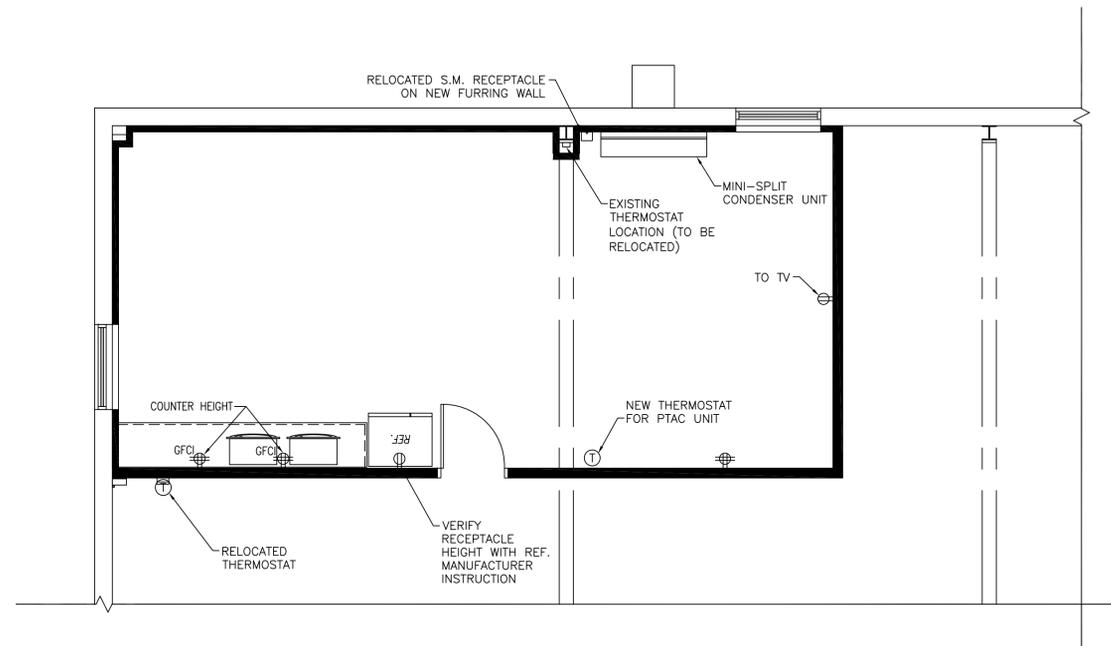


PROJECT NO.	XX25
DATE	October 30, 2025
DRAWN BY	---
CHECKED BY	D. BRUCE
SHEET NAME	OVERALL PROPOSED PLAN
SHEET NO.	AE100

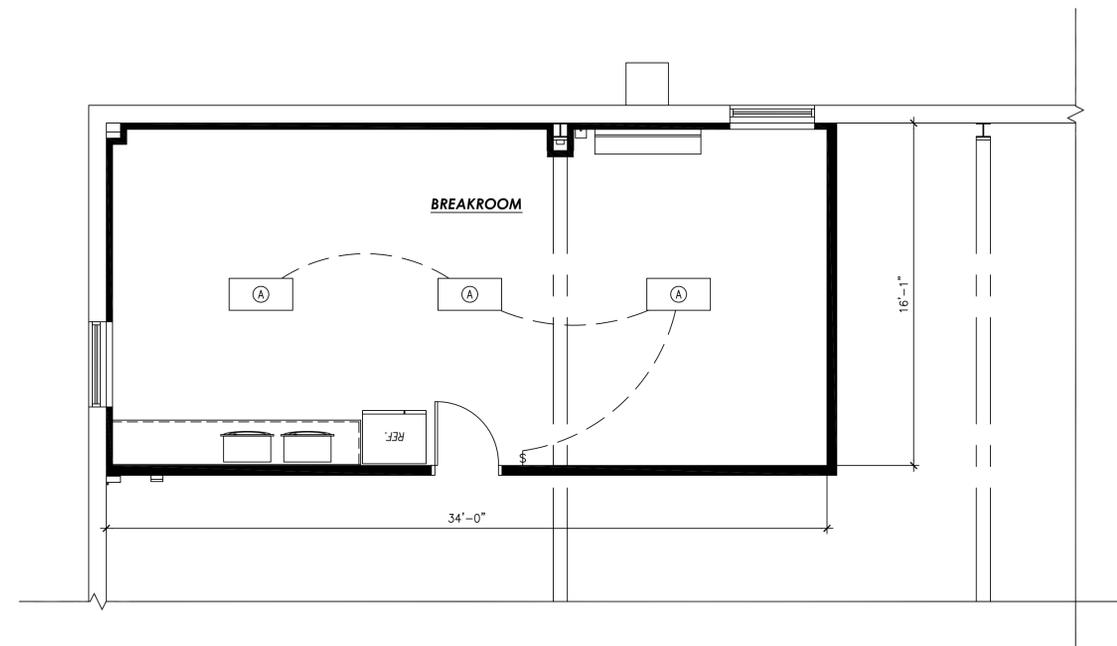
AE100

REVISIONS

LIGHTING/ELECTRIC SCHEDULE			
SYMBOL	LETTER	QUANTITY	SPECIFICATION
○	A		SURFACE MOUNTED LED 2X4 LIGHT AS LITHONIA OR EQUAL.
⌘			SINGLE POLE SWITCH
⊕			DUPLEX CONVENIENCE RECEPTACLE
⊕			DBL. DUPLEX CONVENIENCE RECEPTACLE
⊕ GFCI			DBL. DUPLEX CONVENIENCE RECEPTACLE W/ GROUND FAULT CIRCUIT INTERRUPTOR
Ⓢ			THERMOSTAT



1 ELECTRICAL POWER PLAN
1/4" = 1'-0"



2 ELECTRICAL LIGHTING PLAN
1/4" = 1'-0"

A NEW BREAKROOM FOR:
BLOOMINGTON SANITATION
3406 SOUTH WALNUT ST.
BLOOMINGTON, INDIANA 47401



PROJECT NO. XX25
DATE October 30, 2025
DRAWN BY
CHECKED BY D. BRUCE
SHEET NAME
ELECTRICAL LIGHTING & POWER PLANS
SHEET NO.

E101



Board of Public Works Staff Report

Project/Event:	Award Contract to E&B Paving, LLC for Paving Projects on S Walnut St, W Dodds & S College Ave.
Petitioner/Representative:	Street Department
Staff Representative:	Joe VanDeventer
Meeting Date:	December 2, 2025

Report: This is to award contract for the S Walnut Street Paving Project to E&B Paving, LLC. This project includes paving improvements and aimed to enhancing road quality and pedestrian safety.

S Walnut Street from (520 S Walnut- Concrete Area) to E Grimes Lane
W Dodds Street from Bridge to S Walnut Street
E College Avenue from Bridge to S Walnut Street

Sealed bids were opened on November 17, 2025, and E&B Paving, LLC was determined to be the lowest responsive and responsible bidder with a total bid of \$ 186,750.00.

E&B Paving, LLC \$186,750.00
Milestone Construction, LP \$ 211,550.00

We anticipate that this project will significantly improve infrastructure in the area. Construction timelines and public notices will be coordinated to ensure residents and businesses are informed throughout the process in 2026.



CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: Public Works/Street Division
DATE: December 2, 2025
**RE: Contract Agreement, E&B Paving, LLC – S Walnut Street, S
Dodds Ave & S College Ave Paving Projects**

Contract Recipient/Vendor Name:	E&B Paving, LLC
Department Head Initials of Approval:	Adam Wason
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Danna Stephens
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	7/1/2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-1047
Due Date For Signature:	12/2/2025
Expiration Date of Contract:	06/30/2026
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	\$ 186,750.00
Funding Source:	2203-20-200000-54510
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: This is to award contract for the S Walnut Street Paving Project to E&B Paving, LLC. This project includes paving improvements and aimed to enhancing road quality and pedestrian safety. We anticipate that this project will significantly improve infrastructure in the area. Construction timelines and public notices will be coordinated to ensure residents and businesses are informed throughout the process in 2026.

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Milestone Construction, LP \$ 211,550.00

We anticipate that this project will significantly improve infrastructure in the area. Construction timelines and public notices will be coordinated to ensure residents and businesses are informed throughout the process in 2026.

City of Bloomington Contract and Purchase Justification Form

Vendor: E&B Paving, LLC

Contract Amount: \$ 186,750.00

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

PURCHASE INFORMATION

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

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

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals: 2	Yes	No		
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Was the lowest cost selected? (If no, please state below why it was not.)	<input checked="" type="checkbox"/> <input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		

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

Sealed bids were opened on November 17, 2025, and E&B Paving, LLC was determined to be the lowest responsive and responsible bidder with a total bid of \$ 186,750.00.

E&B Paving, LLC \$186,750.00
 Milestone Construction, LP \$ 211,550.00

We anticipate that this project will significantly improve infrastructure in the area. Construction timelines and public notices will be coordinated to ensure residents and businesses are informed throughout the process in 2026.

Joe VanDeventer	Director of Street Operations	PW/Street Division
Print/Type Name	Print/Type Title	Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS/STREET DIVISION

AND

CONTRACTOR

FOR

E&B PAVING, LLC

PAVING – S Walnut Street, W Dodds, S College Ave

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works/Street Division through the Board of Public Works (hereinafter CITY), and E&B Paving, LLC, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for cost to furnish all labor, equipment, materials and tools required to perform services requested to resurface the following projects: S Walnut Street from 520 S Walnut St (concrete area) to E Grimes Lane, W Dodds Street from bridge to S Walnut Street, S College Ave from bridge to S Walnut Street.

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 forty-five (45) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

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

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

ARTICLE 3. COMPENSATION

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

3.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

Unsuitable performance of the work as determined by CITY ENGINEER or his or her representative.

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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

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

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmative Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	E&B Paving, LLC
Attn: Joe VanDeventer	Attn: Garrett Gough
P.O. Box 100 Suite 130	2520 W Industrial Park Drive
Bloomington, Indiana 47404	Bloomington, IN 47404

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

5.16 **Notice to Proceed** CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 **Steel or Foundry Products**

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 **Verification of Employees' Immigration Status**

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

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

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

5.19 **Drug Testing Plan**

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

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

DATE: _____

City of Bloomington

E&B

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Elizabeth Karon, Vice President

Printed Name

James Roach, Secretary

Title of Contractor Representative

Margie Rice, Corporation Counsel

ATTACHMENT 'A'

"SCOPE OF WORK"

PAVING – S Walnut Street, W Dodds St, S College Ave.

This project shall include, but is not limited to, the cost to furnish all labor, equipment, materials and tools required to perform services requested to resurface on S Walnut Street from 520 S Walnut St (concrete area) to E Grimes Lane, W Dodds Street from bridge to S Walnut Street, S College Ave from bridge to S Walnut Street. Project shall be completed by June 30, 2026. Total Cost \$186,750.00

Contractor to include all lanes curb to curb.

I. WORK TO BE COMPLETED FOR ALL PROJECTS

- Mobile/Demobilization of equipment in and out of projects
- Maintenance of all traffic during relevant construction project, per City's requirements
- Milling, Asphalt, Variable Depth 0"-1.5"
- Tack Coat
- HMA Surface, 9.5mm, Type B – 1.5"
- Casting, Inlet, Adjust to Grade
- Casting, Water Valve, Adjust to Grade
- Casting, All Manholes, Adjust to Grade
- Pavement Markings installed to original layout

S Walnut Street – Pavement Markings

- Line, Thermoplastic, Solid, White, 4 IN
- Line, Thermoplastic, Broken, White, 4 IN
- Line, Thermoplastic, Solid, Yellow, 4 IN
- Line, Thermoplastic, Dotted, White, 4 IN
- Transverse Marking, Thermoplastic, Crosswalk Line, White 24 IN
- Transverse Marking, Thermoplastic, Crosshatch line, Yellow, 12 IN
- Pavement Message Marking, Thermoplastic, ONLY ONLY
- Pavement Message Marking, Thermoplastic, Lane Indication Arrows
- Pavement Message Marking, Thermoplastic, Chevron (Pairs) White on Green
- Transverse Marking, Thermoplastic, Yield Line, White, 27 IN
- Transverse Marking, Thermoplastic, Stop Line, White 24 IN
- Snowplowable Raised Pavement Markers

W Dodds Street – Pavement Markings

- Transverse Marking, Thermoplastic, Stop Line, 24 IN
- Line, Thermoplastic, Solid, White, 4 IN
- Pavement Message Marking, Thermoplastic, Lane Indication Arrows

S College Ave – Pavement Markings

- Line, Thermoplastic, Solid, Yellow, 4 IN
- Line, Thermoplastic, Broken, White, 4 IN

ATTACHMENT 'B'

**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS;
COST RECOVERY**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$ _____

Method of Compliance (Specify) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

Commission #: _____

*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): 11/17/25

1. Governmental Unit (Owner): Board of Public Works for the City of Bloomington Indiana

2. County : Monroe

3. Bidder (Firm): E & B Paving, LLC

Address: 2520 W. Industrial Park Drive

City/State/ZIPcode: Bloomington, IN 47404

4. Telephone Number: 812-334-7940

5. Agent of Bidder (if applicable): Garrett Gough

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Paving Project - S Walnut Street, E Dodds, S College Ave

(Governmental Unit) in accordance with plans and specifications prepared by Board of Public Works for the City of Bloomington Indiana

and dated 11/02/25 for the sum of

One hundred eighty six thousand seven hundred fifty dollars \$ 186,750.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: Board of Public Works for the City of Bloomington Indiana

Bidder (Firm) E & B Paving, LLC

Date (month, day, year): 11/17/25

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
14,229,922.00	Patch & Rehab	2020	RS-39090-B Patch & Rehab I-69
2,660,660.45	Road Resurface	2020	RS-40072-A SR 45 Monroe Co.
5,093,766.44	HMA Placement & Concrete	2021	R-33541 I-69 3.1 HMA & Concrete
3,721,333.57	Road Resurface	2021	R-41163-A SR 57 Resurface

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
3,641,742.08	Road Reconstruction	2022	R-39933 SR 56/61 Pike County
6,542,542.00	Road Reconstruction	2022	R-39366-ASR 42 Mooresville
26,725,142.00	Road Reconstruction	2020	INDOT B-33539 US 41
4,847,135.00	Road Reconstruction	2022	RS-40939-A SR 135 Resurface

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

Duke Energy - Bloomington, IN

CDI, Inc - Terre Haute, IN

Gastoff Restaurant - Montgomery, IN

Jay C Foods - Petersburg, IN

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Per Plans and Specifications

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

SEE BID FORM

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

Any equipment required to complete the project.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

BID OF

E & B Paving, LLC

(Contractor)

2520 W Industrial Park Drive

(Address)

Bloomington, IN 47404

FOR

PUBLIC WORKS PROJECTS

OF

Board of Public Works for the City of Bloomington Indiana

Filed 11/17, 2025

Action taken

S WALNUT FROM 520 S WALNUT ST (CONCRETE AREA) TO E GRIMES LANE

#	Description	Unit	Price
1	MOBLI/DEMOBLILIZATION	LS	
2	MAINTENANCE OF TRAFFIC	LS	
3	MILLING, ASPHALT, VARIABLE DEPTH 0" - 1.5"	SYD	\$3.50
4	TACK COAT	TON	\$625.00
5	HMA SURFACE, 9.5mm, TYPE B	TON	\$102.00
6	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	LFT	\$1.25
7	LINE, THERMOPLASTIC, BROKEN, WHITE, 4 IN	LFT	\$1.25
8	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	LFT	\$1.25
9	LINE, THERMOPLASTIC, DOTTED, WHITE, 4 IN	LFT	\$1.25
10	TRANSVERS MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN	LFT	\$11.00
11	TRANSVERS MARKING, THERMOPLASTIC, CROSSHATCH LINE, YELLOW, 12 IN	LFT	\$6.00
12	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, ONLY ONLY	LFT	\$196.00
13	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROWS	EA	\$126.00
14	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, CHEVRON (PAIRS) WHITE ON GREEN	LFT	\$610.00
15	TRANSVERS MARKING, THERMOPLASTIC, YIELD LINE, WHITE, 27 IN	LFT	\$56.00
16	TRANSVERS MARKING, THERMOPLASTIC, STOP LINE, 24 IN	LFT	\$11.00
17	SNOWPLOWABLE RAISED PAVEMENT MARKER	EA	\$46.00

W DODDS FROM BRIDGE TO S WALNUT STREET

Item No.	Description	Unit	Price
110-01001	MOBLI/DEMOBLILIZATION	LS	
801-06775	MAINTENANCE OF TRAFFIC	LS	
306-08034	MILLING, ASPHALT, VARIABLE DEPTH 0" - 1.5"	SYD	\$3.50
406-05520	TACK COAT	TON	\$625.00
401-07339	HMA SURFACE, 9.5mm, TYPE B	TON	\$102.00
808-75297	TRANSVERS MARKING, THERMOPLASTIC, STOP LINE, 24 IN	LFT	\$11.00
808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	LFT	\$1.25
808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROWS	EA	\$125.00

S COLLEGE AVE FROM BRIDGE TO S WALNUT STREET

Item No.	Description	Unit	Price
110-01001	MOBLI/DEMOBLILIZATION	LS	
801-06775	MAINTENANCE OF TRAFFIC	LS	
306-08034	MILLING, ASPHALT, VARIABLE DEPTH 0" - 1.5"	SYD	\$3.50
406-05520	TACK COAT	TON	\$625.00
401-07339	HMA SURFACE, 9.5mm, TYPE B	TON	\$102.00
808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	LFT	\$1.25
808-06701	LINE, THERMOPLASTIC, BROKEN, WHITE, 4 IN	LFT	\$1.25



Board of Public Works Staff Report

Project/Event:	Award Contract to E&B Paving, LLC for S Henderson Street Paving Project
Petitioner/Representative:	Street Department
Staff Representative:	Joe VanDeventer
Meeting Date:	December 2, 2025

Report: This is to award contract for the S Henderson Street Paving Project to E&B Paving, LLC. This project includes paving improvements on S Henderson Street from E Hillside Drive to E 3rd Street aimed to enhancing road quality and pedestrian safety.

Sealed bids were opened on November 17, 2025, and E&B Paving, LLC was determined to be the lowest responsive and responsible bidder with a total bid of \$ 193,290.00.

E&B Paving, LLC \$193,290.00
Milestone Construction, LP \$ 209,557.50

We anticipate that this project will significantly improve infrastructure in the area. Construction timelines and public notices will be coordinated to ensure residents and businesses are informed throughout the process in 2026.



CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: Public Works/Street Division
DATE: December 2, 2025
RE: Contract Agreement, E&B Paving, LLC – S Henderson Street Paving Projects

Contract Recipient/Vendor Name:	E&B Paving, LLC
Department Head Initials of Approval:	Adam Wason
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Danna Stephens
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	8/1/2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-1048
Due Date For Signature:	12/2/2025
Expiration Date of Contract:	07/31/2026
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	\$ 193,290.00
Funding Source:	2203-20-200000-54510
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:

This is to award contract for the S Henderson Street Paving Project to E&B Paving, LLC. This project includes paving improvements on S Henderson Street from E Hillside Drive to E 3rd Street aimed to enhancing road quality and pedestrian safety.

Sealed bids were opened on November 17, 2025, and E&B Paving, LLC was determined to be the lowest responsive and responsible bidder with a total bid of \$ 193,290.00.

E&B Paving, LLC \$193,290.00
Milestone Construction, LP \$ 209,557.50

We anticipate that this project will significantly improve infrastructure in the area. Construction timelines and public notices will be coordinated to ensure residents and businesses are informed throughout the process in 2026.

City of Bloomington Contract and Purchase Justification Form

Vendor: E&B Paving, LLC

Contract Amount: \$ 193,290.00

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

PURCHASE INFORMATION

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

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

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals: 2	Yes	No		
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Was the lowest cost selected? (If no, please state below why it was not.)	<input checked="" type="checkbox"/> <input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		

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

This is to award contract for the S Henderson Street Paving Project to E&B Paving, LLC. This project includes paving improvements on S Henderson Street from E Hillside Drive to E 3rd Street aimed to enhancing road quality and pedestrian safety.

Sealed bids were opened on November 17, 2025, and E&B Paving, LLC was determined to be the lowest responsive and responsible bidder with a total bid of \$ 193,290.00.

E&B Paving, LLC \$193,290.00
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We anticipate that this project will significantly improve infrastructure in the area. Construction timelines and

 Joe VanDeventer

 Director of Street Operations

 PW/Street Division

Print/Type Name

Print/Type Title

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS/STREET DIVISION

AND

CONTRACTOR

FOR

E&B PAVING, LLC

PAVING – S HENDERSON STREET

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works/Street Division through the Board of Public Works (hereinafter CITY), and E&B Paving, LLC, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for cost to furnish all labor, equipment, materials and tools required to perform services requested to resurface S Henderson Street from E Hillside Drive to E 3rd Street.

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 forty-five (45) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

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

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

ARTICLE 3. COMPENSATION

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

3.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

Unsuitable performance of the work as determined by CITY ENGINEER or his or her representative.

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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

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

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmative Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	E&B Paving, LLC
Attn: Joe VanDeventer	Attn: Garrett Gough
P.O. Box 100 Suite 130	2520 W Industrial Park Drive
Bloomington, Indiana 47404	Bloomington, IN 47404

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

5.16 **Notice to Proceed** CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 **Steel or Foundry Products**

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 **Verification of Employees' Immigration Status**

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

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

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

5.19 **Drug Testing Plan**

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

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

DATE: _____

City of Bloomington

E&B Paving

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Elizabeth Karon, Vice President

Printed Name

James Roach, Secretary

Title of Contractor Representative

Margie Rice, Corporation Counsel

ATTACHMENT 'A'

"SCOPE OF WORK"

PAVING – S HENDERSON STREET

This project shall include, but is not limited to, the cost to furnish all labor, equipment, materials and tools required to perform services requested to resurface S Henderson Street from E Grimes Lane to E 3rd Street for \$193,290.00. Project shall be completed by June 31, 2026.

Contractor to include all lanes curb to curb

I. WORK TO BE COMPLETED FOR ALL PROJECTS

- Mobile/Demobilization of equipment in and out of projects
- Maintenance of all traffic during relevant construction project, per City's requirements
- Milling, Asphalt, Variable Depth 0"-1.5"
- Tack Coat
- HMA Surface, 9.5mm, Type B – 1.5"
- Casting, Inlet, Adjust to Grade
- Casting, Water Valve, Adjust to Grade
- Casting, All Manholes, Adjust to Grade
- Pavement Markings installed to original layout
 - Snowplowable Raised Pavement Marker
 - Pavement Message Marking, Thermoplastic, Chevron (Pairs) White on Green
 - Pavement Message Marking, Thermoplastic, Bicycle Lane Marking
 - Pavement Message Marking, Thermoplastic, Shared Lane
 - Pavement Message Marking, Thermoplastic, Lane Indication Arrows
 - Transverse Marking, Thermoplastic, Crosswalk Line, White 24 IN
 - Transverse Marking, Thermoplastic, Crosshatch line, Yellow, 12 IN
 - Transverse Marking, Thermoplastic, Stop Line, 24 IN
 - Line, Thermoplastic, Solid, Yellow, 4 IN
 - Line, Thermoplastic, Solid, White, 4 IN
 - Line, Thermoplastic, Skip, Yellow, 4 IN
 - Line, Thermoplastic, Dotted, White, 4 IN

ATTACHMENT 'B'

**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS;
COST RECOVERY**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$ _____

Method of Compliance (Specify) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

Commission #: _____

*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-Verify AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

My Commission #: _____



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): 11/17/25

1. Governmental Unit (Owner): Board of Public Works for the City of Bloomington Indiana

2. County : Monroe

3. Bidder (Firm): E & B Paving, LLC

Address: 2520 W. Industrial Park Drive

City/State/ZIPcode: Bloomington, IN 47404

4. Telephone Number: 812-334-7940

5. Agent of Bidder (if applicable): Garrett Gough

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Paving Project - S Henderson Street (E Hillside Dr to E 3rd St)

(Governmental Unit) in accordance with plans and specifications prepared by Board of Public Works for the City of Bloomington Indiana

and dated 11/02/25 for the sum of One hundred ninety three thousand two hundred ninety dollars \$ 193,290.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: Board of Public Works for the City of Bloomington Indiana

Bidder (Firm) E & B Paving, LLC

Date (month, day, year): 11/17/25

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
14,229,922.00	Patch & Rehab	2020	RS-39090-B Patch & Rehab I-69
2,660,660.45	Road Resurface	2020	RS-40072-A SR 45 Monroe Co.
5,093,766.44	HMA Placement & Concrete	2021	R-33541 I-69 3.1 HMA & Concrete
3,721,333.57	Road Resurface	2021	R-41163-A SR 57 Resurface

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
3,641,742.08	Road Reconstruction	2022	R-39933 SR 56/61 Pike County
6,542,542.00	Road Reconstruction	2022	R-39366-ASR 42 Mooresville
26,725,142.00	Road Reconstruction	2020	INDOT B-33539 US 41
4,847,135.00	Road Reconstruction	2022	RS-40939-A SR 135 Resurface

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

Duke Energy - Bloomington, IN

CDI, Inc - Terre Haute, IN

Gastoff Restaurant - Montgomery, IN

Jay C Foods - Petersburg, IN

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Per Plans and Specifications

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

SEE BID FORM

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

Any equipment required to complete the project.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Bloomington, IN this 17 day of November, 2025

E & B Paving, LLC
(Name of Organization)

By Garrett Gough
Garrett Gough, Division Manager
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF MONROE) ss



Before me, a Notary Public, personally appeared the above-named Garrett Gough and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 17 day of November, 2025

Whitney L. Bond
Notary Public

My Commission Expires: March 5, 2028

County of Residence: Madison



BID OF

E & B Paving, LLC

(Contractor)

2520 W Industrial Park Drive

(Address)

Bloomington, IN 47404

FOR

PUBLIC WORKS PROJECTS

OF

Board of Public Works for the City of Bloomington Indiana

Filed **11/17**

2025

Action taken _____

S HENDERSON STREET FROM E HILLSIDE DRIVE TO E 3RD STREET

Item No.	Description	Unit	Price
105-06845	MOBLI/DEMOBLILIZATION	LS	
801-06775	MAINTENANCE OF TRAFFIC	LS	
306-08034	MILLING, ASPHALT, VARIABLE DEPTH 0" - 1.5"	SYD	\$2.75
406-05520	TACK COAT	TON	\$625.00
401-07339	HMA SURFACE, 9.5mm, TYPE B	TON	\$104.00
808-03439	TRANSVERS MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN	LFT	\$11.00
808-75278	TRANSVERS MARKING, THERMOPLASTIC, CROSSHATCH LINE, YELLOW, 12 IN	LFT	\$6.00
808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, 24 IN	LFT	\$11.00
808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	LFT	\$1.25
808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	LFT	\$1.25
808-75240	LINE, THERMOPLASTIC, SKIP, YELLOW, 4 IN	LFT	\$1.40
808-11482	LINE, THERMOPLASTIC, DOTTED, WHITE, 4 IN	LFT	\$1.40
808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROWS	EA	\$125.00
808-12013	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, SHARED LANE	EA	\$600.00
808-02978	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, BICYCLE LANE MARKINGS	EA	\$600.00
808-06609	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, CHEVRON (PAIRS) WHITE ON GREEN	LFT	\$600.00
808-75998	SNOWPLOWABLE RAISED PAVEMENT MARKER	EA	\$46.00



Board of Public Works Staff Report

Project/Event: Award Contract to E&B Paving, LLC –
Downtown Alley Renovation

Petitioner/Representative: Street Department

Staff Representative: Joe Van Deventer

Date: December 2, 2025

Report:

This project shall include, but is not limited to, the asphalt milling & resurfacing, curb painting, curb ramp modifications, guardrail improvements on Downtown Alleys. Project locations North/South Alley, 10th Street to half block south of 11th Street & East/West Alleys west of College to North/South Alley, North/South Alley, 8th Street to 9th Street, North/South Alley, half block North of 7th Street to 8th Street

Sealed bids were opened on November 17, 2025, and E&B Paving, LLC was determined to be the lowest responsive and responsible bidder with a total bid of \$311,575.00.

E&B Paving, LLC \$311,575.00
Milestone Construction, LP \$ 383,044.00

We anticipate that this project will significantly improve infrastructure in the area. Construction timelines and public notices will be coordinated to ensure residents and businesses are informed throughout the process in 2026.



CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: Public Works/Street Division
DATE: December 2, 2025
**RE: Contract Agreement, E&B Paving, LLC – Downtown Alley
Renovation Project**

Contract Recipient/Vendor Name:	E&B Paving, LLC
Department Head Initials of Approval:	Adam Wason
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Danna Stephens
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	8/1/2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-1049
Due Date For Signature:	12/2/2025
Expiration Date of Contract:	07/31/2026
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	\$ 311,575.00
Funding Source:	\$ 250,000.00 – 4655-18-18018C-54510 (Parks) \$ 61,575.00 – 2207-20-200000-53990 (Street)
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:

This project shall include, but is not limited to, the asphalt milling & resurfacing, curb painting, curb ramp modifications, guardrail improvements on Downtown Alleys. Project locations North/South Alley, 10th Street to half block south of 11th Street & East/West Alleys west of College to North/South Alley, North/South Alley, 8th Street to 9th Street, North/South Alley, half block North of 7th Street to 8th Street

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We anticipate that this project will significantly improve infrastructure in the area. Construction timelines and public notices will be coordinated to ensure residents and businesses are informed throughout the process in 2026.

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS/STREET DIVISION

AND

CONTRACTOR

FOR

E&B PAVING, LLC

Alley Renovation Project – Downtown

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works/Street Division through the Board of Public Works (hereinafter CITY), and E&B Paving, LLC, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for cost to furnish all labor, equipment, materials and tools required to perform services requested to resurface Alley Renovation Project - Downtown.

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 forty-five (45) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

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

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

ARTICLE 3. COMPENSATION

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

3.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

Unsuitable performance of the work as determined by CITY ENGINEER or his or her representative.

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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

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

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmative Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	E&B Paving, LLC
Attn: Joe VanDeventer	Attn: Garrett Gough
P.O. Box 100 Suite 130	2520 W Industrial Park Drive
Bloomington, Indiana 47404	Bloomington, IN 47404

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

5.16 **Notice to Proceed** CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 **Steel or Foundry Products**

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 **Verification of Employees' Immigration Status**

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

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

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

5.19 **Drug Testing Plan**

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

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

DATE: _____

City of Bloomington

E&B Paving

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Elizabeth Karon, Vice President

Printed Name

James Roach, Secretary

Title of Contractor Representative

Margie Rice, Corporation Counsel

ATTACHMENT 'A'

"SCOPE OF WORK"

Alley Renovation Project – Downtown

The following alley locations are included in this project, and indicated on the attached map:

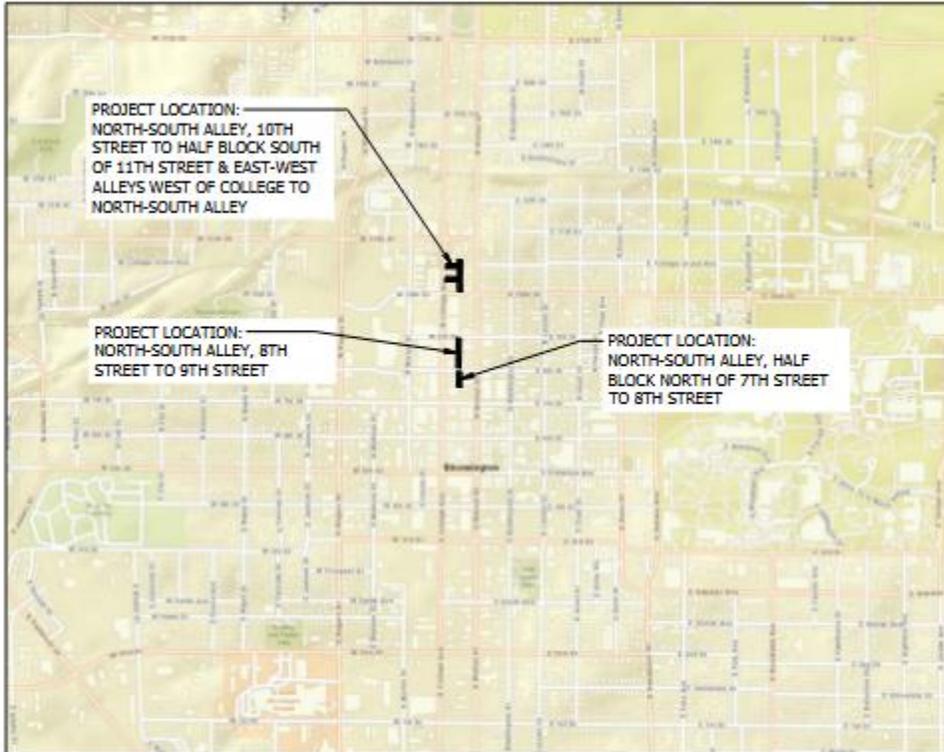
1. Project locations North/South Alley
2. 10th Street to half block south of 11th Street
3. East/West Alleys west of College to North/South Alley
4. North/South Alley, 8th Street to 9th Street,
5. North/South Alley, half block North of 7th Street to 8th Street

Alleyway renovations may include, but are not limited to, asphalt milling & resurfacing, curb painting, curb ramp modifications, and guardrail improvements.

Specific scopes of work for each alleyway and associated costs will be agreed upon in writing between the City and vendor before work begins.

ALLEY PROJECT LOCATIONS:

ROUTES: ALLEYS BETWEEN COLLEGE AVENUE AND WALNUT STREET, NORTH-SOUTH ALLEYS FROM HALF BLOCK NORTH OF 7TH STREET TO 9TH STREET AND 10TH STREET TO HALF BLOCK SOUTH OF 11TH STREET, EAST-WEST ALLEYS WEST OF COLLEGE AVENUE TO NORTH-SOUTH ALLEY



ATTACHMENT 'B'

**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS;
COST RECOVERY**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
(job title)
_____.
(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$ _____

Method of Compliance (Specify) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

Commission #: _____

*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): 11/17/25

1. Governmental Unit (Owner): Board of Public Works for the City of Bloomington Indiana

2. County: Monroe

3. Bidder (Firm): E & B Paving, LLC

Address: 2520 W. Industrial Park Drive

City/State/ZIPcode: Bloomington, IN 47404

4. Telephone Number: 812-334-7940

5. Agent of Bidder (if applicable): Garrett Gough

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Alley Renovation Project - Downtown

(Governmental Unit) in accordance with plans and specifications prepared by Board of Public Works for the City of Bloomington Indiana

and dated 11/02/25 for the sum of

Three hundred eleven thousand five hundred seventy five dollars \$ 311,575.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(if applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

PART II (For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: Board of Public Works for the City of Bloomington Indiana
 Bidder (Firm) E & B Paving, LLC
 Date (month, day, year): 11/17/25

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
14,229,922.00	Patch & Rehab	2020	RS-39090-B Patch & Rehab I-69
2,660,660.45	Road Resurface	2020	RS-40072-A SR 45 Monroe Co.
5,093,766.44	HMA Placement & Concrete	2021	R-33541 I-69 3.1 HMA & Concrete
3,721,333.57	Road Resurface	2021	R-41163-A SR 57 Resurface

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
3,641,742.08	Road Reconstruction	2022	R-39933 SR 56/61 Pike County
6,542,542.00	Road Reconstruction	2022	R-39366-ASR 42 Mooresville
26,725,142.00	Road Reconstruction	2020	INDOT B-33539 US 41
4,847,135.00	Road Reconstruction	2022	RS-40939-A SR 135 Resurface

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

Duke Energy - Bloomington, IN

CDI, Inc - Terre Haute, IN

Gastoff Restaurant - Montgomery, IN

Jay C Foods - Petersburg, IN

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Per Plans and Specifications

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

SEE BID FORM

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

Any equipment required to complete the project.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

BID OF

E & B Paving, LLC (Contractor)

2520 W Industrial Park Drive
(Address)

Bloomington, IN 47404

**FOR
PUBLIC WORKS PROJECTS
OF**

Board of Public Works for the City of Bloomington Indiana

Filed 11/17, 2025

Action taken _____



Board of Public Works Staff Report

Project/Event: Award Contract to E&B Paving, LLC –
Kirkwood Brick Paver Project

Petitioner/Representative: Street Department

Staff Representative: Joe Van Deventer

Date: December 2, 2025

Report:

This project shall include, but is not limited to, the replacement of broken brick paver sidewalk on E Kirkwood Ave from N Indiana Ave to N Walnut Str.

Sealed bids were opened on November 17, 2025, and E&B Paving, LLC was only bidder with a total bid of \$491,600.00.

We anticipate that this project will significantly improve infrastructure in the area. Construction timelines and public notices will be coordinated to ensure residents and businesses are informed throughout the process in 2026.



CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: Public Works/Street Division
DATE: December 2, 2025
RE: Contract Agreement, E&B Paving, LLC – Kirkwood Brick Paver Project

Contract Recipient/Vendor Name:	E&B Paving, LLC
Department Head Initials of Approval:	Adam Wason
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Danna Stephens
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	8/1/2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-1050
Due Date For Signature:	12/2/2025
Expiration Date of Contract:	07/31/2026
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	\$ 491,600.00
Funding Source:	\$ 406,503.00 – 2207-20-200000-53990 \$ 85,097.00 – 4402-02-020000-54510
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:

This project shall include, but is not limited to, the replacement of broken brick sidewalk on E Kirkwood Ave from N Indiana Ave to N Walnut Street.

Sealed bids were opened on November 17, 2025, and E&B Paving, LLC was only bidder with a total bid of \$491,600.00.

We anticipate that this project will significantly improve infrastructure in the area. Construction timelines and public notices will be coordinated to ensure residents and businesses are informed throughout the process in 2026.

City of Bloomington Contract and Purchase Justification Form

Vendor: E&B Paving, LLC

Contract Amount: \$ 491,600.00

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

PURCHASE INFORMATION

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

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

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals: 1	Yes	No		Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Was the lowest cost selected? (If no, please state below why it was not.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

Sealed bids were opened on November 17, 2025, and E&B Paving, LLC was the only bidder with a total bid of \$491,600.00.

We anticipate that this project will significantly improve infrastructure in the area. Construction timelines and public notices will be coordinated to ensure residents and businesses are informed throughout the process in 2026.

Joe VanDeventer	Director of Street Operations	PW/Street Division
Print/Type Name	Print/Type Title	Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS/STREET DIVISION

AND

CONTRACTOR

FOR

E&B PAVING, LLC

Kirkwood Brick Paver Project

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works/Street Division through the Board of Public Works (hereinafter CITY), and E&B Paving, LLC, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for cost to furnish all labor, equipment, materials and tools required to perform services requested to Kirkwood Brick Paver Project.

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 forty-five (45) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

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

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

ARTICLE 3. COMPENSATION

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

3.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

Unsuitable performance of the work as determined by CITY ENGINEER or his or her representative.

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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

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

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmative Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	E&B Paving, LLC
Attn: Joe VanDeventer	Attn: Garrett Gough
P.O. Box 100 Suite 130	2520 W Industrial Park Drive
Bloomington, Indiana 47404	Bloomington, IN 47404

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

5.16 **Notice to Proceed** CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 **Steel or Foundry Products**

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 **Verification of Employees' Immigration Status**

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

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

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

5.19 **Drug Testing Plan**

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

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

DATE: _____

City of Bloomington

E&B Paving

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Elizabeth Karon, Vice President

Printed Name

James Roach, Secretary

Title of Contractor Representative

Margie Rice, Corporation Counsel

ATTACHMENT 'A'

"SCOPE OF WORK"

Kirkwood Brick Paver Project

This project shall include, but is not limited to, the replacement of broken brick paver sidewalk on E Kirkwood Ave from N Indiana Ave to N Walnut Street for \$491,600.00.

Contractor shall be responsible for the following items:

- a. Contact Indiana Underground and other utility locating services as required by law in the locality of the project.
- b. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from injury or loss. He or she shall erect and maintain, as required by existing conditions and progress of work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards. All requirements of the Occupational Safety and Health Act are to be followed explicitly and are the responsibility of the Contractor.
- c. Assume full responsibility for the protection and safekeeping of the products under this Contract.
- d. Use areas that are designated as Public right-of-way. Obtain and pay for use of additional storage or Work areas needed for operations at no additional cost to the City.
- e. Confine removal operations to areas within the Public right-of-way. Do not disturb portions of site beyond areas in which Work is indicated.
- f. Keep driveways, roads, and entrances serving the area clear and available to the City and public at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on sites. Contractor may use closed portions of streets for short-term storage of materials so long as public will not be using the area during construction. Appropriate traffic control measures must be used at all times when lanes are restricted.
- g. Contractor may park vehicles inside the work zone at their own discretion and as the work allows.
- h. Damage to existing property – Contractor is responsible for replacing or repairing damage to existing buildings, structures, sidewalks, roads, pavements, and other existing assets that occurs during construction. The Contractor is required to collect a pre-construction video or pictures which may be used to verify that damage existed prior to the Contractor's work on site. Documentation of existing damage is strongly encouraged, to include notification of the City to ensure the damage is viewed prior to disturbance in the area

003 CONSTRUCTION PHASING AND MAINTENANCE OF TRAFFIC AND ACCESS

- A. Contractor shall provide for public access to the area during construction to the maximum extent possible.
- B. Contractor must complete work from within the designated work areas.
- C. Work may not begin prior to Monday, May 11, 2026, and all work must be completed by July 31, 2026.
- D. Sidewalk closures must be limited to one side of Kirkwood at a time, and no longer than a two-block distance, unless other locations and durations are approved by the Street Department.

If contained within the scope of work, the following items are to be submitted for approval by the Engineer:

- A. Shop drawings from Sign Manufacturer for any custom signs
- B. Shop drawings for handrails to indicate compliance with requirements.
- C. Concrete and asphalt mix designs.
- D. Stormwater structures and pipes.
- E. Soil tests of engineered soils or externally sourced topsoil to indicate compliance with requirements.
- F. Seed Mix to indicate compliance with City requirements.
- G. Plant Materials to indicate compliance with City requirements.
- H. Brick pavers, adhesives, and setting bed material.

005 TREE GRATES

A total of six tree grates are to be reconstructed as part of the project.

- A. Cast Iron 5 ft by 5 ft ADA tree grates and frames shall be provided by the City. Existing trees shall be removed by the City. The Contractor shall demo the existing tree grates and frames. Contractor shall install new 24 in. concrete curbs for the new tree wells. Tree Grate frames shall be cast into the new concrete curbs. The top of the curbs shall be flush with the sidewalk. Top soil shall be placed inside the new tree well to within 6 in. of the top of the curbs. The City will plant new trees after construction is completed.
- B. All work and materials, including but not limited to the demolition of existing tree grates, new concrete curbs, topsoil, and setting of the tree grates and frames, shall be included in the cost of the tree wells.

This work shall consist of removing, salvaging, storing, and reinstalling existing brick pavers or replacing damaged or missing brick pavers, as directed by the City Street Department. The work shall include all labor, materials, equipment, and incidentals necessary to restore the paver surface to its original condition. It is estimated that 80% of the existing bricks will be reusable in the project. Additional bricks, up to 20% of the original square footage, will be provided by the Street Department.

Areas of replacement will be determined by the Street Department. Existing bricks are to be removed, cleaned, and stored for reuse. Existing mastic bedding surface is to be removed, and the concrete base cleaned prior to the reinstallation of bricks. Bricks that cannot be reused are to be removed from the construction area and disposed of by the Contractor. Additional bricks will be supplied by the City. The Contractor will be responsible for picking up the bricks from the City Street Department and delivering them to the job site.

ATTACHMENT 'B'

**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS;
COST RECOVERY**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
(job title)
_____.
(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$ _____

Method of Compliance (Specify) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

Commission #: _____

*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): 11/17/25

1. Governmental Unit (Owner): Board of Public Works for the City of Bloomington Indiana

2. County : Monroe

3. Bidder (Firm): E & B Paving, LLC

Address: 2520 W. Industrial Park Drive

City/State/ZIPcode: Bloomington, IN 47404

4. Telephone Number: 812-334-7940

5. Agent of Bidder (if applicable): Garrett Gough

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Kirkwood Brick Paver Rehabilitation Project

(Governmental Unit) in accordance with plans and specifications prepared by Board of Public Works for the City of Bloomington Indiana

and dated 11/02/25 for the sum of Four hundred ninety one thousand six hundred dollars \$ 491,600.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

PART II
(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: of Public Works for the City of Bloomington Indiana

Bidder (Firm) E & B Paving, LLC

Date (month, day, year): 11/17/25

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
14,229,922.00	Patch & Rehab	2020	RS-39090-B Patch & Rehab I-69
2,660,660.45	Road Resurface	2020	RS-40072-A SR 45 Monroe Co.
5,093,766.44	HMA Placement & Concrete	2021	R-33541 I-69 3.1 HMA & Concrete
3,721,333.57	Road Resurface	2021	R-41163-A SR 57 Resurface

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
3,641,742.08	Road Reconstruction	2022	R-39933 SR 56/61 Pike County
6,542,542.00	Road Reconstruction	2022	R-39366-ASR 42 Mooresville
26,725,142.00	Road Reconstruction	2020	INDOT B-33539 US 41
4,847,135.00	Road Reconstruction	2022	RS-40939-A SR 135 Resurface

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

Duke Energy - Bloomington, IN

CDI, Inc - Terre Haute, IN

Gastoff Restaurant - Montgomery, IN

Jay C Foods - Petersburg, IN

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Per Plans and Specifications

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

SEE BID FORM

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

Any equipment required to complete the project.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

BID OF

E & B Paving, LLC

(Contractor)

2520 W Industrial Park Drive

(Address)

Bloomington, IN 47404

FOR

PUBLIC WORKS PROJECTS

OF

Board of Public Works for the City of Bloomington Indiana

Filed 11/17, 2025

Action taken _____



Board of Public Works Claim Register

Invoice Date Range 11/22/25 - 12/05/25

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											
Tess Green	GREEN-111825	01-refund adoption fee canine - 11/18/25	Paid by Check # 80904		11/25/2025	11/25/2025	12/05/2025		12/05/2025	100.00	
Amanda Xu	XU-111225	01-refund adoption fee-rabbit-11/12/25	Paid by Check # 80910		11/25/2025	11/25/2025	12/05/2025		12/05/2025	60.00	
									Account 43430 - Animal Adoption Fees Totals	Invoice Transactions 2	\$160.00
Account 52210 - Institutional Supplies											
4136 - C. Specialties, INC	19651	01-Cat Carriers (520)	Paid by EFT # 69476		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,625.90	
313 - Fastenal Company	INBLM240558	01-(24) bleach 11/03/25	Paid by EFT # 69514		11/25/2025	11/25/2025	12/05/2025		12/05/2025	91.92	
313 - Fastenal Company	INBLM240614	01-(60) towels 11/10/25	Paid by EFT # 69514		11/25/2025	11/25/2025	12/05/2025		12/05/2025	90.96	
4586 - Hill's Pet Nutrition Sales, INC	255157851	01-Prescription Veterinary Food 11/07/25	Paid by EFT # 69534		11/25/2025	11/25/2025	12/05/2025		12/05/2025	131.46	
4549 - Kroger Limited Partnership I	125067	01-Omeprazole for Thomas (canine)	Paid by Check # 80889		11/25/2025	11/25/2025	12/05/2025		12/05/2025	5.99	
4549 - Kroger Limited Partnership I	055649	01-Rabbit Food 11/12/25	Paid by Check # 80889		11/25/2025	11/25/2025	12/05/2025		12/05/2025	16.52	
4633 - Midwest Veterinary Supply, INC	26865865-000	01-Syringes 11/07/25	Paid by EFT # 69579		11/25/2025	11/25/2025	12/05/2025		12/05/2025	29.52	
4633 - Midwest Veterinary Supply, INC	26195274-002	01-Anti fungal 11/04/25	Paid by EFT # 69579		11/25/2025	11/25/2025	12/05/2025		12/05/2025	94.41	
4633 - Midwest Veterinary Supply, INC	26867552-050	01-vinyl exam gloves (L) 11/10/25	Paid by EFT # 69579		11/25/2025	11/25/2025	12/05/2025		12/05/2025	100.75	
4633 - Midwest Veterinary Supply, INC	26865865-050	01-Sharps Containers and Syringes 11/07/25	Paid by EFT # 69579		11/25/2025	11/25/2025	12/05/2025		12/05/2025	224.55	
4633 - Midwest Veterinary Supply, INC	26765049-100	01-Antibiotics & Antiparasitics	Paid by EFT # 69579		11/25/2025	11/25/2025	12/05/2025		12/05/2025	715.63	
4137 - Patterson Veterinary Supply, INC	3039837648	01-(2) Plastic litter for urine sampling	Paid by EFT # 69610		11/25/2025	11/25/2025	12/05/2025		12/05/2025	61.30	
4137 - Patterson Veterinary Supply, INC	3039262709	01-Rabbit food-Western Timothy hay 50lb	Paid by EFT # 69610		11/25/2025	11/25/2025	12/05/2025		12/05/2025	62.23	
4137 - Patterson Veterinary Supply, INC	3039838647	01-Antiparasitics	Paid by EFT # 69610		11/25/2025	11/25/2025	12/05/2025		12/05/2025	682.47	
									Account 52210 - Institutional Supplies Totals	Invoice Transactions 14	\$3,933.61
Account 52340 - Other Repairs and Maintenance											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1L4F-TGXX-9P1K	01 - replacement faucets for kitchen, cat, and eye wash sinks	Paid by EFT # 69433		11/25/2025	11/25/2025	12/05/2025		12/05/2025	564.01	
									Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 1	\$564.01



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Fund 1101 - General										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 52430 - Uniforms and Tools										
798 - Winters Associates Promotional Products, INC	115868	01-(11) ACO Shirts	Paid by EFT # 69681		11/25/2025	11/25/2025	12/05/2025		12/05/2025	393.36
								Account 52430 - Uniforms and Tools Totals	Invoice Transactions 1	<u>\$393.36</u>
Account 53130 - Medical										
6529 - BloomingPaws, LLC	748710	01-Grooming -Tucker	Paid by EFT # 69456		11/25/2025	11/25/2025	12/05/2025		12/05/2025	72.00
								Account 53130 - Medical Totals	Invoice Transactions 1	<u>\$72.00</u>
Account 53510 - Electrical Services										
223 - Duke Energy	19-11.19.25-FAC	19-Facilities electric billing -09/27/25-11/03/25	Paid by Check # 80918		11/26/2025	11/26/2025	11/26/2025		11/26/2025	1,570.93
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$1,570.93</u>
Account 53540 - Natural Gas										
9415 - BP Energy Holding Company LLC(BP Energy Retail CO)	21532414	06-City Fac.-Natural Gas Commodity-September 2025 management fee	Paid by EFT # 69686		11/26/2025	11/26/2025	11/26/2025		11/26/2025	767.36
								Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$767.36</u>
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	ZW33039	01-Fall Preventative Maintenance 10/14/25	Paid by EFT # 69529		11/25/2025	11/25/2025	12/05/2025		12/05/2025	2,406.51
								Account 53610 - Building Repairs Totals	Invoice Transactions 1	<u>\$2,406.51</u>
								Program 010000 - Main Totals	Invoice Transactions 22	<u>\$9,867.78</u>
Program 010001 - Donations Over \$5K										
Account 53130 - Medical										
3929 - IDEXX Laboratories, INC	1025165023	01-Bloodwork & Fecal Diagnostic services 10/9/25-10/31/25	Paid by EFT # 69543		11/25/2025	11/25/2025	12/05/2025		12/05/2025	469.77
								Account 53130 - Medical Totals	Invoice Transactions 1	<u>\$469.77</u>
Account 54510 - Other Capital Outlays										
8143 - Cummins INC dba Cummins Sales and Service	S1-251062227	01-Onan Genset C200N6B Generator - 10/30/25	Paid by EFT # 69492		11/25/2025	11/25/2025	12/05/2025		12/05/2025	70,745.00
								Account 54510 - Other Capital Outlays Totals	Invoice Transactions 1	<u>\$70,745.00</u>
								Program 010001 - Donations Over \$5K Totals	Invoice Transactions 2	<u>\$71,214.77</u>
								Department 01 - Animal Shelter Totals	Invoice Transactions 24	<u>\$81,082.55</u>



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Fund 1101 - General											
Department 02 - Public Works											
Program 020000 - Main											
Account 46060 - Other Violations											
Patricia Balchan	BALCHAN-110725	26-Signs were installed in error and customer paid for ticket	Paid by Check # 80902		11/25/2025	11/25/2025	12/05/2025		12/05/2025	30.00	
Gabriel Shores	SHORES-110725	26-Signs were installed in error and customer paid for ticket	Paid by Check # 80907		11/25/2025	11/25/2025	12/05/2025		12/05/2025	30.00	
Kailah A Young	YOUNG-110725	26-Signs were installed in error and customer paid for ticket	Paid by Check # 80911		11/25/2025	11/25/2025	12/05/2025		12/05/2025	30.00	
									Account 46060 - Other Violations Totals	Invoice Transactions 3	\$90.00
Account 52110 - Office Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1QMQ-YNNF-4K94	02-Chair Back Support for Front Desk Chair	Paid by EFT # 69433		11/25/2025	11/25/2025	12/05/2025		12/05/2025	39.99	
									Account 52110 - Office Supplies Totals	Invoice Transactions 1	\$39.99
Account 52420 - Other Supplies											
313 - Fastenal Company	INBLM240574	02-Small Reflective Vests (24)	Paid by EFT # 69514		11/25/2025	11/25/2025	12/05/2025		12/05/2025	234.48	
793 - Indiana Safety Company, INC	0343213-IN	16-Safety gloves for Sanitation	Paid by EFT # 69546		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,001.91	
4574 - John Deere Financial f.s.b. (Rural King)	400481	02-Promotional Items for Events-rags, trash bags	Paid by Check # 80888		11/25/2025	11/25/2025	12/05/2025		12/05/2025	184.90	
8658 - Kleindorfer's Hardware LLC	07839	02-Brighten Btown-roller frames, roller covers	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	17.02	
8658 - Kleindorfer's Hardware LLC	08053	02-Brighten Btown-roller handles	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	6.38	
10100 - Munico LLC (Traffic Safety Warehouse)	45098A	02-Magnetic Vehicle Arrow Sign for Downtown	Paid by EFT # 69592		11/25/2025	11/25/2025	12/05/2025		12/05/2025	152.26	
9148 - Office Easel LLC	1920	02-Promotional Items for Events-temp tattoo, coasters,	Paid by EFT # 69599		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,077.00	
4443 - The Sherwin Williams Company	1569-6	02- Brighten Btown Curb and Bollard Paint-11/17/25	Paid by EFT # 69658		11/25/2025	11/25/2025	12/05/2025		12/05/2025	155.82	
798 - Winters Associates Promotional Products, INC	115871	02-Logo Bags for Bollard Tools (6)	Paid by EFT # 69681		11/25/2025	11/25/2025	12/05/2025		12/05/2025	487.22	
									Account 52420 - Other Supplies Totals	Invoice Transactions 9	\$3,316.99
									Program 020000 - Main Totals	Invoice Transactions 13	\$3,446.98
									Department 02 - Public Works Totals	Invoice Transactions 13	\$3,446.98



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Fund 1101 - General											
Department 03 - City Clerk											
Program 030000 - Main											
Account 53160 - Instruction											
259 - Indiana Association Of Cities & Towns (AIM)	123763	03-Artificial Intelligence class-Bolden-11/7/25	Paid by Check # 80883		11/25/2025	11/25/2025	12/05/2025		12/05/2025	109.00	
								Account 53160 - Instruction Totals		Invoice Transactions 1	<u>\$109.00</u>
								Program 030000 - Main Totals		Invoice Transactions 1	<u>\$109.00</u>
								Department 03 - City Clerk Totals		Invoice Transactions 1	<u>\$109.00</u>
 Department 04 - Economic & Sustainable Dev											
Program 040000 - Main											
Account 53320 - Advertising											
4549 - Kroger Limited Partnership I	091999	04-Materials for Kirkwood Closure tabling 11/06/25	Paid by Check # 80889		11/25/2025	11/25/2025	12/05/2025		12/05/2025	12.36	
53125 - Mr. Copy, INC	37728	04-Kirkwood Closure Outreach Poster 11/07/25	Paid by EFT # 69588		11/25/2025	11/25/2025	12/05/2025		12/05/2025	32.00	
								Account 53320 - Advertising Totals		Invoice Transactions 2	<u>\$44.36</u>
Account 53970 - Mayor's Promotion of Business											
7545 - Big Boy's Moving LLC (BBM Services)	3863	04-On-call Maint-cleaning hillside-10/3/25	Paid by EFT # 69450		11/25/2025	11/25/2025	12/05/2025		12/05/2025	715.00	
7545 - Big Boy's Moving LLC (BBM Services)	3864	04-On-call Maint-IU Surplus, moving tables/cabinet-9/29 & 10/9	Paid by EFT # 69450		11/25/2025	11/25/2025	12/05/2025		12/05/2025	440.00	
7545 - Big Boy's Moving LLC (BBM Services)	3865	04-On-call Maint-assembling at hillside-10/2/25	Paid by EFT # 69450		11/25/2025	11/25/2025	12/05/2025		12/05/2025	715.00	
7545 - Big Boy's Moving LLC (BBM Services)	3866	04-On-call Maint-removal FedEx delivery pkg lot-10/10	Paid by EFT # 69450		11/25/2025	11/25/2025	12/05/2025		12/05/2025	310.00	
								Account 53970 - Mayor's Promotion of Business Totals		Invoice Transactions 4	<u>\$2,180.00</u>
								Program 040000 - Main Totals		Invoice Transactions 6	<u>\$2,224.36</u>
Program 04CRED - ESD CRED											
Account 53960 - Grants											
9654 - MUM - Made Up Mind, INC	ARBGRANT-09.2025	04-Arborist Program for Incarcerated Individuals	Paid by EFT # 69590		11/25/2025	11/25/2025	12/05/2025		12/05/2025	5,600.00	
								Account 53960 - Grants Totals		Invoice Transactions 1	<u>\$5,600.00</u>
								Program 04CRED - ESD CRED Totals		Invoice Transactions 1	<u>\$5,600.00</u>
								Department 04 - Economic & Sustainable Dev Totals		Invoice Transactions 7	<u>\$7,824.36</u>



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Fund 1101 - General											
Department 06 - Controller's Office											
Program 060000 - Main											
Account 52420 - Other Supplies											
53442 - Paragon Micro, INC	S5238428	06-Adobe License for A Springer in AP	Paid by EFT # 69606		11/25/2025	11/25/2025	12/05/2025		12/05/2025	225.99	
5103 - Staples Contract & Commercial, INC	6045820662	06-HP 89Y Toner, extra high yield for AP Annex	Paid by EFT # 69644		11/25/2025	11/25/2025	12/05/2025		12/05/2025	396.05	
									Account 52420 - Other Supplies Totals	Invoice Transactions 2	<u>\$622.04</u>
Account 53310 - Printing											
8002 - Safeguard Business Systems, INC	9008976935	06-AP Envelopes for mailing claim checks (2500)	Paid by EFT # 69629		11/25/2025	11/25/2025	12/05/2025		12/05/2025	279.33	
									Account 53310 - Printing Totals	Invoice Transactions 1	<u>\$279.33</u>
									Program 060000 - Main Totals	Invoice Transactions 3	<u>\$901.37</u>
									Department 06 - Controller's Office Totals	Invoice Transactions 3	<u>\$901.37</u>
Department 07 - Engineering											
Program 070000 - Main											
Account 52110 - Office Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1D3Q-9YM3-N94N	07-(7) first aid kit, (8) hooks, hard hats & headphones	Paid by EFT # 69433		11/25/2025	11/25/2025	12/05/2025		12/05/2025	106.03	
									Account 52110 - Office Supplies Totals	Invoice Transactions 1	<u>\$106.03</u>
Account 52420 - Other Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1D3Q-9YM3-N94N	07-(7) first aid kit, (8) hooks, hard hats & headphones	Paid by EFT # 69433		11/25/2025	11/25/2025	12/05/2025		12/05/2025	219.08	
8658 - Kleindorfer's Hardware LLC	07094	07-Traffic Counting Supplies-Ramsets (pins), gloves-9/8	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	137.86	
8658 - Kleindorfer's Hardware LLC	21236	07-Traffic Counting Supplies-bull pin/bots, utility knife/blades	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	40.93	
									Account 52420 - Other Supplies Totals	Invoice Transactions 3	<u>\$397.87</u>
Account 52430 - Uniforms and Tools											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1D3Q-9YM3-N94N	07-(7) first aid kit, (8) hooks, hard hats & headphones	Paid by EFT # 69433		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,050.52	
									Account 52430 - Uniforms and Tools Totals	Invoice Transactions 1	<u>\$1,050.52</u>
Account 53620 - Motor Repairs											
594 - Curry Auto Center, INC	6381906	07 - Replacement Lock and Keys for 2015 Chevrolet Colorado	Paid by EFT # 69493		11/25/2025	11/25/2025	12/05/2025		12/05/2025	725.08	
									Account 53620 - Motor Repairs Totals	Invoice Transactions 1	<u>\$725.08</u>



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Fund 1101 - General											
Department 07 - Engineering											
Program 070000 - Main											
Account 53910 - Dues and Subscriptions											
9698 - Doxpop LLC	18200348	07 - Public Records Subscription Access 11/13/25-12/12/25	Paid by EFT # 69500		11/25/2025	11/25/2025	12/05/2025		12/05/2025	51.55	
5150 - Institute of Transportation Engineers	10.28.2025	07 - Membership Dues for N Kopper and A Cibor	Paid by EFT # 69549		11/25/2025	11/25/2025	12/05/2025		12/05/2025	732.00	
									Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 2	<u>\$783.55</u>
Account 53990 - Other Services and Charges											
4474 - Ken's Westside Service & Towing, LLC	25-1029-108270	07-Vehicle Tow- 2015 Chevy Colorado (lost key)-10/29/25	Paid by EFT # 69557		11/25/2025	11/25/2025	12/05/2025		12/05/2025	95.00	
4549 - Kroger Limited Partnership I	016395	07-Food & Beverages- Staff Training Retreat 10/20/25	Paid by Check # 80889		11/25/2025	11/25/2025	12/05/2025		12/05/2025	85.99	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	<u>\$180.99</u>
Account 54310 - Improvements Other Than Building											
10115 - Jeremy D Warren	ROW-PARCEL 28	07-High St Modernization/Multiuse Path-DES 2200020- Parcel 28	Paid by Check # 80898		11/25/2025	11/25/2025	12/05/2025		12/05/2025	44,402.00	
319 - HNTB Corporation	0003-91379-CN-01	07-Winslow Rogers Resurfacing Proj Insp 8/23-9/26/25	Paid by EFT # 69535		11/25/2025	11/25/2025	12/05/2025		12/05/2025	3,247.73	
19278 - Milestone Contractors, LP	MILEENG24DW TN-7	20-ENG 2024 Downtown Maint. Proj- 7/23-10/29/25-App 7	Paid by EFT # 69580		11/25/2025	11/25/2025	12/05/2025		12/05/2025	738.86	
									Account 54310 - Improvements Other Than Building Totals	Invoice Transactions 3	<u>\$48,388.59</u>
									Program 070000 - Main Totals	Invoice Transactions 13	<u>\$51,632.63</u>
									Department 07 - Engineering Totals	Invoice Transactions 13	<u>\$51,632.63</u>
Department 09 - CFRD											
Program 090000 - Main											
Account 52420 - Other Supplies											
5695 - 1818 Apparel Co., INC (dba Freethink AppareI)	24552	09-Shaylin Lazar Winter Jacket (Replacement)- After Hours Ambass	Paid by EFT # 69424		11/25/2025	11/25/2025	12/05/2025		12/05/2025	67.00	
									Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$67.00</u>



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Fund 1101 - General										
Department 09 - CFRD										
Program 090000 - Main										
Account 53960 - Grants										
421 - Centerstone Of Indiana, INC	VRGRANT-9.18.25	09-Violence Reduction Grant 2025-STRIDE Mobile Crisis Team Fund	Paid by EFT # 69479		11/25/2025	11/25/2025	12/05/2025		12/05/2025	30,000.00
							Account 53960 - Grants Totals	Invoice Transactions 1		<u>\$30,000.00</u>
							Program 090000 - Main Totals	Invoice Transactions 2		<u>\$30,067.00</u>
							Department 09 - CFRD Totals	Invoice Transactions 2		<u>\$30,067.00</u>
Department 10 - Legal										
Program 100000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1YDG-QQMQ-CLTF	10-(1) chair & calendars, day planners for attys	Paid by EFT # 69433		11/25/2025	11/25/2025	12/05/2025		12/05/2025	33.12
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1HJH-R39D-CX4G	10-calendar/planners for attys, rubber finger tips	Paid by EFT # 69433		11/25/2025	11/25/2025	12/05/2025		12/05/2025	26.80
							Account 52110 - Office Supplies Totals	Invoice Transactions 2		<u>\$59.92</u>
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1YDG-QQMQ-CLTF	10-(1) chair & calendars, day planners for attys	Paid by EFT # 69433		11/25/2025	11/25/2025	12/05/2025		12/05/2025	158.51
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1FLL-CL3J-CX4V	10- ergonomic keyboard for T. Brown	Paid by EFT # 69433		11/25/2025	11/25/2025	12/05/2025		12/05/2025	44.99
							Account 52420 - Other Supplies Totals	Invoice Transactions 2		<u>\$203.50</u>
Account 53120 - Special Legal Services										
19660 - Bose McKinney & Evans, LLP	925072	10-Legal Services-Annexation 10/01/25-10/31/25	Paid by EFT # 69463		11/25/2025	11/25/2025	12/05/2025		12/05/2025	56,266.00
205 - City Of Bloomington	000453725/26	10-PC Reimb-Mo Co Rec-Rec Res 25-132-11/5/2025	Paid by Check # 80880		11/25/2025	11/25/2025	12/05/2025		12/05/2025	25.00
205 - City Of Bloomington	000453726	10-PC Reimb-Mo Co Rec-Rec Environmental Restrictive Govt-11/5	Paid by Check # 80880		11/25/2025	11/25/2025	12/05/2025		12/05/2025	25.00
							Account 53120 - Special Legal Services Totals	Invoice Transactions 3		<u>\$56,316.00</u>



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Fund 1101 - General										
Department 10 - Legal										
Program 100000 - Main										
Account 53160 - Instruction										
6807 - National Employment Law Institute	2592-73588	10-Employment Law Conf-Brittingham-12/4-5, New Orleans	Paid by EFT # 69596		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,165.50
							Account 53160 - Instruction Totals	Invoice Transactions	1	<u>\$1,165.50</u>
							Program 100000 - Main Totals	Invoice Transactions	8	<u>\$57,744.92</u>
							Department 10 - Legal Totals	Invoice Transactions	8	<u>\$57,744.92</u>
Department 11 - Mayor's Office										
Program 110000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1GGM-HR3Y-F9XX	11- Office- Paper Towel, Sponges, pens, folders, post-it notes	Paid by EFT # 69433		11/25/2025	11/25/2025	12/05/2025		12/05/2025	147.33
							Account 52110 - Office Supplies Totals	Invoice Transactions	1	<u>\$147.33</u>
Account 52420 - Other Supplies										
5120 - Gordon Flesch Company, INC	IN14534410	11-Printer Repair 01.23.2024 - front desk printer	Paid by EFT # 69525		11/25/2025	11/25/2025	12/05/2025		12/05/2025	194.00
							Account 52420 - Other Supplies Totals	Invoice Transactions	1	<u>\$194.00</u>
Account 53230 - Travel										
10083 - Brian Giffen	HOMELESS-11.2025	11-Per Diem-Mtgs Homeless Denver CO 11/3/25-11/4/25	Paid by EFT # 69520		11/25/2025	11/25/2025	12/05/2025		12/05/2025	138.00
9147 - Carolyn Thomson	HOMELESS-11.2025	11-per diem/hotel/pkg Denver-Homelessness Cohort Mtg 11/3-11/5	Paid by EFT # 69662		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,336.43
9147 - Carolyn Thomson	AIM-10.2025	11-per diem/hotel-AIM Ideas Summit French Lick 10/21-10/22/25	Paid by EFT # 69662		11/25/2025	11/25/2025	12/05/2025		12/05/2025	249.00
9147 - Carolyn Thomson	BSDD-11.2025	11-Flight Reimb-Boston, MA Conference 11/19-11/21	Paid by EFT # 69662		11/25/2025	11/25/2025	12/05/2025		12/05/2025	776.97
9147 - Carolyn Thomson	WFI-11.2025	11-Reimb-Parking-Women's Fund of Indiana-Indy- 11/06/25	Paid by EFT # 69662		11/25/2025	11/25/2025	12/05/2025		12/05/2025	53.00
							Account 53230 - Travel Totals	Invoice Transactions	5	<u>\$2,553.40</u>
							Program 110000 - Main Totals	Invoice Transactions	7	<u>\$2,894.73</u>
							Department 11 - Mayor's Office Totals	Invoice Transactions	7	<u>\$2,894.73</u>



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Fund 1101 - General											
Department 12 - Human Resources											
Program 120000 - Main											
Account 52420 - Other Supplies											
9148 - Office Easel LLC	2559	12- name badges x5	Paid by EFT # 69599		11/25/2025	11/25/2025	12/05/2025		12/05/2025	60.00	
9148 - Office Easel LLC	1887	12-Johnson recruitment materials-rack cards, pens	Paid by EFT # 69599		11/25/2025	11/25/2025	12/05/2025		12/05/2025	935.63	
9148 - Office Easel LLC	2628	12-Johnson Retractable floor banners & flyers for recruitment	Paid by EFT # 69599		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,184.52	
									Account 52420 - Other Supplies Totals	Invoice Transactions 3	<u>\$2,180.15</u>
Account 53230 - Travel											
10010 - Sharmaine (Sharr) Pechac	PSHRA-9.2025	12-per diem/reg/air/hotel/mile age-PSHRA-Cleveland-9/28-10/1	Paid by EFT # 69611		11/25/2025	11/25/2025	12/05/2025		12/05/2025	2,588.04	
									Account 53230 - Travel Totals	Invoice Transactions 1	<u>\$2,588.04</u>
Account 53310 - Printing											
9148 - Office Easel LLC	2551	12- Police/Fire rack cards	Paid by EFT # 69599		11/25/2025	11/25/2025	12/05/2025		12/05/2025	245.00	
9148 - Office Easel LLC	1887	12-Johnson recruitment materials-rack cards, pens	Paid by EFT # 69599		11/25/2025	11/25/2025	12/05/2025		12/05/2025	115.05	
									Account 53310 - Printing Totals	Invoice Transactions 2	<u>\$360.05</u>
Account 53990 - Other Services and Charges											
8764 - Kathryn Elizabeth Scales	23523302321900	12-Employee Appreciation Event Photos processed at CVS	Paid by EFT # 69630		11/25/2025	11/25/2025	12/05/2025		12/05/2025	113.57	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$113.57</u>
									Program 120000 - Main Totals	Invoice Transactions 7	<u>\$5,241.81</u>
									Department 12 - Human Resources Totals	Invoice Transactions 7	<u>\$5,241.81</u>
Department 13 - Planning											
Program 130000 - Main											
Account 52110 - Office Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1936-GVXN-36MC	13- Paper Towels and Yard Sign Takes for Zoning Hearings	Paid by EFT # 69433		11/25/2025	11/25/2025	12/05/2025		12/05/2025	100.84	
									Account 52110 - Office Supplies Totals	Invoice Transactions 1	<u>\$100.84</u>



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Fund 1101 - General											
Department 13 - Planning											
Program 130000 - Main											
Account 52420 - Other Supplies											
798 - Winters Associates Promotional Products, INC	115836	13- Department Apparel for Jamie Kreindler-shirt	Paid by EFT # 69681		11/25/2025	11/25/2025	12/05/2025		12/05/2025	44.97	
									Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>44.97</u>
Account 53230 - Travel											
9065 - Joy Elisabeth Brown	DNR-11.2025	13-Per Diem-DNR Tree Steward Training-Evansville-11/5-11/7/25	Paid by EFT # 69468		11/25/2025	11/25/2025	12/05/2025		12/05/2025	142.00	
8456 - Gabriel Holbrow	APA IN-10.2025	13-per diem-APA Fall Conf-South Bend, IN 10/8-10/10	Paid by EFT # 69537		11/25/2025	11/25/2025	12/05/2025		12/05/2025	95.00	
8456 - Gabriel Holbrow	DNR-11.2025	13-per diem-DNR Tree Stewards Training Evansville 11/5-11/7	Paid by EFT # 69537		11/25/2025	11/25/2025	12/05/2025		12/05/2025	142.00	
									Account 53230 - Travel Totals	Invoice Transactions 3	<u>\$379.00</u>
Account 53910 - Dues and Subscriptions											
4442 - American Planning Association	365011-202601	13-APA Renewal Membership for Anne Crecelius	Paid by Check # 80879		11/25/2025	11/25/2025	12/05/2025		12/05/2025	373.00	
									Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	<u>\$373.00</u>
									Program 130000 - Main Totals	Invoice Transactions 6	<u>\$897.81</u>
Program 131000 - Environmental											
Account 52420 - Other Supplies											
818 - Everywhere Signs, LLC	65436	13-(1) Tablecloth and (100) Decals for Environmental Commission	Paid by EFT # 69513		11/25/2025	11/25/2025	12/05/2025		12/05/2025	280.00	
									Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$280.00</u>
									Program 131000 - Environmental Totals	Invoice Transactions 1	<u>\$280.00</u>
									Department 13 - Planning Totals	Invoice Transactions 7	<u>\$1,177.81</u>
Department 19 - Facilities Maintenance											
Program 190000 - Main											
Account 52310 - Building Materials and Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1XWJ-DD3M-CVY1	19 - Ice Melt-80 50lb bags	Paid by EFT # 69433		11/25/2025	11/25/2025	12/05/2025		12/05/2025	2,430.40	
									Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 1	<u>\$2,430.40</u>



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Fund 1101 - General											
Department 19 - Facilities Maintenance											
Program 190000 - Main											
Account 52420 - Other Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1TQD-QHRN-CHKJ	19 - 10 pack of USB thumb drives - 2.0 Memory sticks	Paid by EFT # 69433		11/25/2025	11/25/2025	12/05/2025		12/05/2025	21.87	
								Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$21.87</u>
Account 52430 - Uniforms and Tools											
19171 - Vestis Group, INC (FKA Aramark)	4080207188	19 - Uniform pants for Facility Emp R Flake-11/6/25	Paid by EFT # 69669		11/25/2025	11/25/2025	12/05/2025		12/05/2025	14.20	
19171 - Vestis Group, INC (FKA Aramark)	4080208144	19 - Uniform pant for Facility Employee R Flake-11/13/25	Paid by EFT # 69669		11/25/2025	11/25/2025	12/05/2025		12/05/2025	14.20	
								Account 52430 - Uniforms and Tools Totals		Invoice Transactions 2	<u>\$28.40</u>
Account 53510 - Electrical Services											
223 - Duke Energy	19-11.19.25-FAC	19-Facilities electric billing -09/27/25-11/03/25	Paid by Check # 80918		11/26/2025	11/26/2025	11/26/2025		11/26/2025	11,129.85	
								Account 53510 - Electrical Services Totals		Invoice Transactions 1	<u>\$11,129.85</u>
Account 53610 - Building Repairs											
321 - Harrell Fish, INC (HFI)	ZW26682	19-SA-City Hall repair heat pumps on both unit 2.0E & 2.05-4/11	Paid by EFT # 69529		11/25/2025	11/25/2025	12/05/2025		12/05/2025	3,257.28	
321 - Harrell Fish, INC (HFI)	C019937	19-SA-City Hall Honeywell controls PM-9/19/25	Paid by EFT # 69529		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,400.00	
321 - Harrell Fish, INC (HFI)	C019865	19-SA-City Hall quarterly planned maintenance Nov 2025	Paid by EFT # 69529		11/25/2025	11/25/2025	12/05/2025		12/05/2025	2,150.67	
321 - Harrell Fish, INC (HFI)	ZW25886	19-SA-City Hall repair mechanical room pump & water heaters-4/9	Paid by EFT # 69529		11/25/2025	11/25/2025	12/05/2025		12/05/2025	4,533.41	
9300 - Huston Electric Holding CORP (Cassady Electric)	W13975	19-SA-City Hall install outlet in Parks-9/22/25	Paid by EFT # 69542		11/25/2025	11/25/2025	12/05/2025		12/05/2025	227.53	
392 - Koorsen Fire & Security, INC	IN01076638	19 - service for telco line trouble alarm	Paid by EFT # 69559		11/25/2025	11/25/2025	12/05/2025		12/05/2025	303.95	
392 - Koorsen Fire & Security, INC	IN01076633	19 - service to City Hall panic buttons	Paid by EFT # 69559		11/25/2025	11/25/2025	12/05/2025		12/05/2025	303.95	
								Account 53610 - Building Repairs Totals		Invoice Transactions 7	<u>\$12,176.79</u>
								Program 190000 - Main Totals		Invoice Transactions 12	<u>\$25,787.31</u>
								Department 19 - Facilities Maintenance Totals		Invoice Transactions 12	<u>\$25,787.31</u>



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Fund 1101 - General										
Department 20 - Street										
Program 20CRED - STREET CRED										
Account 54510 - Other Capital Outlays										
9651 - International Cybernetics Company LP - IMS	251031-38	20-Asset Condition Data Collection & Reporting Project-10/31/25	Paid by EFT # 69550		11/25/2025	11/25/2025	12/05/2025		12/05/2025	8,686.80
9651 - International Cybernetics Company LP - IMS	251031-39	20-Asset Condition Data Collection & Reporting Project-10/31/25	Paid by EFT # 69550		11/25/2025	11/25/2025	12/05/2025		12/05/2025	10,825.68
19278 - Milestone Contractors, LP	MILEENG24DW TN-7	20-ENG 2024 Downtown Maint. Proj-7/23-10/29/25-App 7	Paid by EFT # 69580		11/25/2025	11/25/2025	12/05/2025		12/05/2025	24,735.86
19278 - Milestone Contractors, LP	MILKINGRNT-RET	20-Paving Proj-Kinser Pk & Grant St-Release Bd Held Retainage	Paid by EFT # 69580		11/25/2025	11/25/2025	12/05/2025		12/05/2025	27,004.99
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions	4	<u>\$71,253.33</u>
							Program 20CRED - STREET CRED Totals	Invoice Transactions	4	<u>\$71,253.33</u>
							Department 20 - Street Totals	Invoice Transactions	4	<u>\$71,253.33</u>
Department 28 - ITS										
Program 280000 - Main										
Account 52110 - Office Supplies										
5103 - Staples Contract & Commercial, INC	6047399796	28-(10) cases copy paper for City Hall 11/06/25	Paid by EFT # 69644		11/25/2025	11/25/2025	12/05/2025		12/05/2025	394.90
							Account 52110 - Office Supplies Totals	Invoice Transactions	1	<u>\$394.90</u>
Account 53210 - Telephone										
6870 - Carahsoft Technology Corporation	IN2129686	28-Zoom overage 10/01/25-10/31/25	Paid by EFT # 69477		11/25/2025	11/25/2025	12/05/2025		12/05/2025	9.52
							Account 53210 - Telephone Totals	Invoice Transactions	1	<u>\$9.52</u>
Account 53230 - Travel										
8917 - Meghan Blair	IGIC-09.2025	28-mileage reimb-IGIC Conf.-Indianapolis-9/25/25	Paid by EFT # 69454		11/25/2025	11/25/2025	12/05/2025		12/05/2025	104.30
							Account 53230 - Travel Totals	Invoice Transactions	1	<u>\$104.30</u>
Account 53640 - Hardware and Software Maintenance										
3989 - Ricoh USA, INC	5072314907	28-ACC/BPD Copier/Printer Maintenance 10/01/25-10/31/25	Paid by EFT # 69625		11/25/2025	11/25/2025	12/05/2025		12/05/2025	302.79
							Account 53640 - Hardware and Software Maintenance Totals	Invoice Transactions	1	<u>\$302.79</u>



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Fund 1101 - General										
Department 28 - ITS										
Program 280000 - Main										
Account 53910 - Dues and Subscriptions										
8441 - Promevo Holdings, INC (Promevo, LLC)	272495	28-Google voice 10/01/25-10/31/25	Paid by EFT # 69617		11/25/2025	11/25/2025	12/05/2025		12/05/2025	48.27
							Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1	<u>48.27</u>
Account 53960 - Grants										
3750 - American Legion Auxiliary Unit #18	DOGRANT-11.2025	28-2025 Digital Opportunity Grant	Paid by EFT # 69434		11/25/2025	11/25/2025	12/05/2025		12/05/2025	4,000.00
41 - Area 10 Agency On Aging	DOGRANT-11.2025	28- 2025 Digital Opportunity Grant	Paid by EFT # 69439		11/25/2025	11/25/2025	12/05/2025		12/05/2025	3,000.00
10096 - BinaryHeart Indiana INC	DOGRANT-11.2025	28-2025 Digital Opportunity Grant	Paid by EFT # 69452		11/25/2025	11/25/2025	12/05/2025		12/05/2025	7,300.00
2002 - Boys & Girls Club Of Bloomington, INC	DOGRANT-11.2025	28-2025 Digital Opportunity Grant	Paid by EFT # 69465		11/25/2025	11/25/2025	12/05/2025		12/05/2025	2,000.00
7033 - Courage to Change Sober Living, INC	DOGRANT-11.2025	28-2025 Digital Opportunity Grant	Paid by EFT # 69490		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,800.00
504 - Housing Authority Of The City of Bloomington (BHA)	DOGRANT-11.2025	28-2025 Digital Opportunity Grant	Paid by EFT # 69539		11/25/2025	11/25/2025	12/05/2025		12/05/2025	7,000.00
5572 - La Central Latina, INC (El Centro Comunal Latino)	DOGRANT-11.2025	28-2025 Digital Opportunity Grant	Paid by EFT # 69561		11/25/2025	11/25/2025	12/05/2025		12/05/2025	2,500.00
234 - Monroe County Community School Corporation (MCCSC)	DOGRANT-11.2025	28-2025 Digital Opportunity Grant	Paid by EFT # 69581		11/25/2025	11/25/2025	12/05/2025		12/05/2025	7,500.00
64 - Monroe County Public Library	DOGRANT-11.2025	28-2025 Digital Opportunity Grant	Paid by EFT # 69583		11/25/2025	11/25/2025	12/05/2025		12/05/2025	9,300.00
1021 - My Sister's Closet Of Monroe County, INC	DOGRANT-11.2025	28-2025 Digital Opportunity Grant	Paid by EFT # 69594		11/25/2025	11/25/2025	12/05/2025		12/05/2025	4,200.00
18311 - New Leaf/New Life, INC	DOGRANT-11.2025	28-2025 Digital Opportunity Grant	Paid by EFT # 69598		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,000.00
7531 - Pantry 279 INC	DOGRANT-11.2025	28-2025 Digital Opportunity Grant	Paid by EFT # 69604		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,200.00
232 - Pathways, Inc.	DOGRANT-11.2025	28-2025 Digital Opportunity Grant	Paid by EFT # 69609		11/25/2025	11/25/2025	12/05/2025		12/05/2025	3,000.00
7752 - Sojourn House INC	DOGRANT-11.2025	28-2025 Digital Opportunity Grant	Paid by EFT # 69637		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,200.00
							Account 53960 - Grants Totals		Invoice Transactions 14	<u>\$55,000.00</u>
							Program 280000 - Main Totals		Invoice Transactions 19	<u>\$55,859.78</u>
							Department 28 - ITS Totals		Invoice Transactions 19	<u>\$55,859.78</u>
							Fund 1101 - General Totals		Invoice Transactions 127	<u>\$395,023.58</u>



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Fund 2201 - Motor Vehicle Highway											
Department 20 - Street											
Program 200000 - Main											
Account 52210 - Institutional Supplies											
313 - Fastenal Company	INBLM240492	20-Safety & Supplies for crews(gloves, glasses, paint) 10/31/25	Paid by EFT # 69514		11/25/2025	11/25/2025	12/05/2025		12/05/2025	131.46	
									Account 52210 - Institutional Supplies Totals	Invoice Transactions 1	<u>\$131.46</u>
Account 52340 - Other Repairs and Maintenance											
603 - Traffic Control Corporation	161869	20-Ped Pushbutton for 14/Walnut & stock 11/14/25	Paid by EFT # 69664		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,340.00	
									Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 1	<u>\$1,340.00</u>
Account 52420 - Other Supplies											
409 - Black Lumber Co. INC	617785	20-(1) flat black spray	Paid by EFT # 69453		11/25/2025	11/25/2025	12/05/2025		12/05/2025	11.97	
409 - Black Lumber Co. INC	618649	20-(1) 2 Gal Sprayer & (2) silver duct tape	Paid by EFT # 69453		11/25/2025	11/25/2025	12/05/2025		12/05/2025	39.93	
409 - Black Lumber Co. INC	618754	20-500' Braided Nylon Mason Line for Paving	Paid by EFT # 69453		11/25/2025	11/25/2025	12/05/2025		12/05/2025	12.99	
409 - Black Lumber Co. INC	618811	20-(4) Gal RV anti freeze for Paving/Milling	Paid by EFT # 69453		11/25/2025	11/25/2025	12/05/2025		12/05/2025	15.88	
									Account 52420 - Other Supplies Totals	Invoice Transactions 4	<u>\$80.77</u>
Account 53150 - Communications Contract											
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	522162	20-Monthly Radio Service for Street Vehicles 11/01/25	Paid by EFT # 69507		11/25/2025	11/25/2025	12/05/2025		12/05/2025	2,321.25	
									Account 53150 - Communications Contract Totals	Invoice Transactions 1	<u>\$2,321.25</u>
Account 53510 - Electrical Services											
223 - Duke Energy	19-11.19.25-FAC	19-Facilities electric billing -09/27/25-11/03/25	Paid by Check # 80918		11/26/2025	11/26/2025	11/26/2025		11/26/2025	755.18	
									Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$755.18</u>
Account 53540 - Natural Gas											
9415 - BP Energy Holding Company LLC(BP Energy Retail CO)	21532414	06-City Fac.-Natural Gas Commodity-September 2025 management fee	Paid by EFT # 69686		11/26/2025	11/26/2025	11/26/2025		11/26/2025	15.37	
									Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$15.37</u>
Account 53920 - Laundry and Other Sanitation Services											
19171 - Vestis Group, INC (FKA Aramark)	4080207043	20-uniform rental (minus payroll ded)-11/5/25	Paid by EFT # 69669		11/25/2025	11/25/2025	12/05/2025		12/05/2025	9.01	



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Fund 2201 - Motor Vehicle Highway											
Department 20 - Street											
Program 200000 - Main											
Account 53920 - Laundry and Other Sanitation Services											
19171 - Vestis Group, INC (FKA Aramark)	4080208020	20-uniform rental (minus payroll ded)-11/12/25	Paid by EFT # 69669		11/25/2025	11/25/2025	12/05/2025		12/05/2025	9.01	
19171 - Vestis Group, INC (FKA Aramark)	4080208021	20-mat/towel service-11/12/25	Paid by EFT # 69669		11/25/2025	11/25/2025	12/05/2025		12/05/2025	43.63	
19171 - Vestis Group, INC (FKA Aramark)	4080207044	20-mat/towel service-11/5/25	Paid by EFT # 69669		11/25/2025	11/25/2025	12/05/2025		12/05/2025	43.63	
								Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 4	<u>\$105.28</u>
Account 53950 - Landfill											
137 - Good Earth, LLC	22340	20-Debris Disposal Fee (Sidewalks & Brush) 10/30/25	Paid by EFT # 69522		11/25/2025	11/25/2025	12/05/2025		12/05/2025	32.00	
								Account 53950 - Landfill Totals		Invoice Transactions 1	<u>\$32.00</u>
Account 53990 - Other Services and Charges											
51538 - Economy Termite & Pest Control, INC	70342	20-quarterly pest control Services 11/06/25	Paid by EFT # 69504		11/25/2025	11/25/2025	12/05/2025		12/05/2025	125.00	
902 - Indiana Underground Plant Protection Service, INC	INV-20613	20-Ticket Fees for Line Locates October 2025	Paid by EFT # 69547		11/25/2025	11/25/2025	12/05/2025		12/05/2025	294.50	
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 2	<u>\$419.50</u>
								Program 200000 - Main Totals		Invoice Transactions 16	<u>\$5,200.81</u>
								Department 20 - Street Totals		Invoice Transactions 16	<u>\$5,200.81</u>
								Fund 2201 - Motor Vehicle Highway Totals		Invoice Transactions 16	<u>\$5,200.81</u>
Fund 2202 - Local Road and Street											
Department 20 - Street											
Program 200000 - Main											
Account 52420 - Other Supplies											
7516 - Quality Supply & Tool Co INC	329673-00	20-Sonotube Concrete Forming Tube for Sidewalk Projects 10/30/25	Paid by EFT # 69619		11/25/2025	11/25/2025	12/05/2025		12/05/2025	38.88	
								Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$38.88</u>
Account 53520 - Street Lights / Traffic Signals											
223 - Duke Energy	02-SL11.14.25-02	02-Street Light (Misc Lights)-09/26/25-11/03/25	Paid by Check # 80921		11/26/2025	11/26/2025	11/26/2025		11/26/2025	23,249.12	
223 - Duke Energy	02-SL11.14.25-03	02-Street Light (Misc Lights)-09/26/25-11/03/25	Paid by Check # 80922		11/26/2025	11/26/2025	11/26/2025		11/26/2025	7,313.10	



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Fund 2202 - Local Road and Street											
Department 20 - Street											
Program 200000 - Main											
Account 53520 - Street Lights / Traffic Signals											
223 - Duke Energy	02-SL11.14.25-04	02-Street Light (Misc Lights)-09/26/25-11/03/25	Paid by Check # 80923		11/26/2025	11/26/2025	11/26/2025		11/26/2025	3,696.10	
223 - Duke Energy	02-SL11.14.25-05	02-Street Light (Misc Lights)-09/26/25-11/03/25	Paid by Check # 80924		11/26/2025	11/26/2025	11/26/2025		11/26/2025	995.98	
223 - Duke Energy	02-SL11.14.25-06	02-Street Light (Misc Lights)-09/26/25-11/03/25	Paid by Check # 80925		11/26/2025	11/26/2025	11/26/2025		11/26/2025	1,322.18	
223 - Duke Energy	02-SL11.14.25-07	02-Street Light (Misc Lights)-09/23/25-11/10/25	Paid by Check # 80926		11/26/2025	11/26/2025	11/26/2025		11/26/2025	1,462.21	
223 - Duke Energy	02-TS11.20.25-01	02-Traffic Signals-09/26/25-11/04/25	Paid by Check # 80927		11/26/2025	11/26/2025	11/26/2025		11/26/2025	1,274.87	
223 - Duke Energy	02-TS11.20.25-02	02-Traffic Signals-09/27/25-11/04/25	Paid by Check # 80928		11/26/2025	11/26/2025	11/26/2025		11/26/2025	1,048.00	
223 - Duke Energy	02-TS11.20.25-03	02-Traffic Signals-09/27/25-11/04/25	Paid by Check # 80929		11/26/2025	11/26/2025	11/26/2025		11/26/2025	1,295.60	
223 - Duke Energy	02-TS11.20.25-04	02-Traffic Signals-09/23/25-11/07/25	Paid by Check # 80930		11/26/2025	11/26/2025	11/26/2025		11/26/2025	514.08	
223 - Duke Energy	02-SL11.14.25-01	02-Street Light (Misc Lights)-09/20/25-11/14/25	Paid by Check # 80920		11/26/2025	11/26/2025	11/26/2025		11/26/2025	1,925.35	
								Account 53520 - Street Lights / Traffic Signals Totals		Invoice Transactions 11	\$44,096.59
Account 53990 - Other Services and Charges											
50419 - Athens Technical Specialists, INC	INV111493	20-Calibration Maintenance Service, BIUT for Traffic Signals	Paid by EFT # 69441		11/25/2025	11/25/2025	12/05/2025		12/05/2025	493.54	
4780 - TraffTech, INC	2420	20-Annual Charge for Diamond Maintenance on Sign Machine	Paid by EFT # 69665		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,845.00	
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 2	\$2,338.54
								Program 200000 - Main Totals		Invoice Transactions 14	\$46,474.01
								Department 20 - Street Totals		Invoice Transactions 14	\$46,474.01
								Fund 2202 - Local Road and Street Totals		Invoice Transactions 14	\$46,474.01



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Fund 2203 - MVH Restricted (subfund of Motor Vehicle Highway)										
Department 20 - Street										
Program 200000 - Main										
Account 54510 - Other Capital Outlays										
319 - HNTB Corporation	0003-91379-CN-01	07-Winslow Rogers Resurfacing Proj Insp 8/23-9/26/25	Paid by EFT # 69535		11/25/2025	11/25/2025	12/05/2025		12/05/2025	3,247.73
19278 - Milestone Contractors, LP	MILWIN&ROG-APP4	20-Winslow/Rogers Resurfacing Proj 08/23/25-11/18/25 App 4	Paid by EFT # 69580		11/25/2025	11/25/2025	12/05/2025		12/05/2025	8,416.91
19278 - Milestone Contractors, LP	MILKINGRNT-RET	20-Paving Proj-Kinser Pk & Grant St-Release Bd Held Retainage	Paid by EFT # 69580		11/25/2025	11/25/2025	12/05/2025		12/05/2025	317.50
							Account 54510 - Other Capital Outlays Totals		Invoice Transactions 3	<u>\$11,982.14</u>
							Program 200000 - Main Totals		Invoice Transactions 3	<u>\$11,982.14</u>
							Department 20 - Street Totals		Invoice Transactions 3	<u>\$11,982.14</u>
							Fund 2203 - MVH Restricted (subfund of Motor Vehicle Highway) Totals		Invoice Transactions 3	<u>\$11,982.14</u>
Fund 2207 - Parking Meter										
Department 26 - Parking										
Program 260000 - Main										
Account 41020 - Permits										
Strauser Construction Co Inc	STRAUSER-110625	26-Curstomer requested "No Parking" signs, then cancelled job	Paid by Check # 80908		11/25/2025	11/25/2025	12/05/2025		12/05/2025	90.00
							Account 41020 - Permits Totals		Invoice Transactions 1	<u>\$90.00</u>
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13XC-XH9P-44XF	26-desk calendar-sticky notes-phone charger	Paid by EFT # 69433		11/25/2025	11/25/2025	12/05/2025		12/05/2025	32.97
							Account 52110 - Office Supplies Totals		Invoice Transactions 1	<u>\$32.97</u>
Account 52340 - Other Repairs and Maintenance										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1FPV-DJ1C-9GCW	26-cleanins supply cabinet - cork board - otter boxes for ips	Paid by EFT # 69433		11/25/2025	11/25/2025	12/05/2025		12/05/2025	171.46
							Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 1	<u>\$171.46</u>
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	07845	26-(1) Duct Tape 11/17/25	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	8.69
8658 - Kleindorfer's Hardware LLC	21985	26-Gloves/Wall mounts for new cork board 11/01/25	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	17.67
							Account 52420 - Other Supplies Totals		Invoice Transactions 2	<u>\$26.36</u>



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Fund 2207 - Parking Meter										
Department 26 - Parking										
Program 260000 - Main										
Account 53990 - Other Services and Charges										
6378 - ANN-KRISS, LLC	72160-111825	26-fix concrete at front of Trades garage, hit by message bd	Paid by EFT # 69438		11/25/2025	11/25/2025	12/05/2025		12/05/2025	410.00
6688 - SSW Enterprises, LLC (Office Pride)	Inv-285903	26-Parking Services office cleaning 10/30/25	Paid by EFT # 69641		11/25/2025	11/25/2025	12/05/2025		12/05/2025	309.60
4443 - The Sherwin Williams Company	8119-3	26-yellow curb painting Btown group to paint curbs	Paid by EFT # 69658		11/25/2025	11/25/2025	12/05/2025		12/05/2025	278.10
19278 - Milestone Contractors, LP	MILEENG24DW TN-7	20-ENG 2024 Downtown Maint. Proj- 7/23-10/29/25-App 7	Paid by EFT # 69580		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,140.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 4	<u>\$2,137.70</u>
							Program 260000 - Main Totals		Invoice Transactions 9	<u>\$2,458.49</u>
							Department 26 - Parking Totals		Invoice Transactions 9	<u>\$2,458.49</u>
							Fund 2207 - Parking Meter Totals		Invoice Transactions 9	<u>\$2,458.49</u>
Fund 2209 - LIT – Economic Development										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53960 - Grants										
9989 - Accessableusa, INC	INV-0012	04-Creation of Detailed Access Guides- Bloomington,-Small Bus	Paid by EFT # 69428		11/25/2025	11/25/2025	12/05/2025		12/05/2025	15,000.00
6786 - Deckard Land Surveying, LLC	13710	04-Bus Stop Shelter #6 on Bloomfield Road Land Survey 11/10/25	Paid by EFT # 69495		11/25/2025	11/25/2025	12/05/2025		12/05/2025	675.00
9063 - Donovan Energy	2754	04-Solar & BESS PM, Structural Engineer 11/11/25	Paid by EFT # 69499		11/25/2025	11/25/2025	12/05/2025		12/05/2025	7,072.17
10107 - David Huber	BGHIP-11.2025	04-Rebate-905 W. 6th St-energy efficient window install-11/13	Paid by EFT # 69540		11/25/2025	11/25/2025	12/05/2025		12/05/2025	750.00
203 - INDIANA UNIVERSITY	96737318	04-IU Luddy School of Informatics Beat the Heat 02/01-12/31/24	Paid by Check # 80887		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,453.12
10085 - Samuel Parmenter	BGHIP-11.2025	04-Rebate-908 S. Rogers St-solar panel/battery storage w/elec pa	Paid by EFT # 69607		11/25/2025	11/25/2025	12/05/2025		12/05/2025	9,625.00



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Fund 2209 - LIT – Economic Development										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53960 - Grants										
8507 - Patrick Chien-Pai Shih	BGHIP-11.2025	04-Rebate-916 S Ballantine Rd-Solar PV & battery storage system	Paid by EFT # 69636		11/25/2025	11/25/2025	12/05/2025		12/05/2025	6,903.00
5856 - Solar Energy Solutions, LLC	102355-1	04-SEEL Installation supplies-Russian Rec-1021 S. Walnut	Paid by EFT # 69638		11/25/2025	11/25/2025	12/05/2025		12/05/2025	25,000.00
55092 - WonderLab Museum of Science, Health & Technology	S&CGRANT-09.2025	04-Safety & Cleanliness Grant -Fire/H2) syst updates 9/12/25	Paid by EFT # 69682		11/25/2025	11/25/2025	12/05/2025		12/05/2025	5,000.00
							Account 53960 - Grants Totals	Invoice Transactions	9	<u>\$71,478.29</u>
							Program 040000 - Main Totals	Invoice Transactions	9	<u>\$71,478.29</u>
							Department 04 - Economic & Sustainable Dev Totals	Invoice Transactions	9	<u>\$71,478.29</u>
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990 - Other Services and Charges										
9121 - Studio Auteur LLC	528	12-2025 Talent Recruitment and Promotion Videos - final payment	Paid by EFT # 69650		11/25/2025	11/25/2025	12/05/2025		12/05/2025	10,000.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions	1	<u>\$10,000.00</u>
							Program 120000 - Main Totals	Invoice Transactions	1	<u>\$10,000.00</u>
							Department 12 - Human Resources Totals	Invoice Transactions	1	<u>\$10,000.00</u>
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	BPW1025	02-Brighten B-Town Program-October 2025	Paid by EFT # 69479		11/25/2025	11/25/2025	12/05/2025		12/05/2025	18,667.72
							Account 53990 - Other Services and Charges Totals	Invoice Transactions	1	<u>\$18,667.72</u>
							Program 190000 - Main Totals	Invoice Transactions	1	<u>\$18,667.72</u>
							Department 19 - Facilities Maintenance Totals	Invoice Transactions	1	<u>\$18,667.72</u>
							Fund 2209 - LIT – Economic Development Totals	Invoice Transactions	11	<u>\$100,146.01</u>
Fund 2300 - Donations (restricted; not used for capital items)										
Department 06 - Controller's Office										
Program 400101 - Animal Medical Services										
Account 53130 - Medical										
6529 - BloomingPaws, LLC	748719	01-Comprehensive Exam -Tueker	Paid by EFT # 69456		11/25/2025	11/25/2025	12/05/2025		12/05/2025	56.00
6529 - BloomingPaws, LLC	748516	01-Exam- Thomas	Paid by EFT # 69456		11/25/2025	11/25/2025	12/05/2025		12/05/2025	163.36



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Fund 2300 - Donations (restricted; not used for capital items)										
Department 06 - Controller's Office										
Program 400101 - Animal Medical Services										
Account 53130 - Medical										
6529 - BloomingPaws, LLC	747710	01-Amputation - Mocha Latte	Paid by EFT # 69456		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,168.53
175 - Monroe County Humane Association, INC	56006	01-Spay/Neuter Surgeries & Rabies Vaccinations 11/04/25	Paid by EFT # 69582		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,122.00
							Account 53130 - Medical Totals	Invoice Transactions 4		\$2,509.89
							Program 400101 - Animal Medical Services Totals	Invoice Transactions 4		\$2,509.89
Program 400102 - Animal Supplies										
Account 52210 - Institutional Supplies										
4586 - Hill's Pet Nutrition Sales, INC	255157855	01-Dog, Puppy, Cat and Kitten Food 11/07/25	Paid by EFT # 69534		11/25/2025	11/25/2025	12/05/2025		12/05/2025	383.61
4633 - Midwest Veterinary Supply, INC	26867552-000	01-Antibiotics, anti-nausea, appetite stimulant	Paid by EFT # 69579		11/25/2025	11/25/2025	12/05/2025		12/05/2025	128.76
10075 - MWI Veterinary Supply CO (MWI Animal Health)	64330076	01-Antibiotics, Needles	Paid by EFT # 69593		11/25/2025	11/25/2025	12/05/2025		12/05/2025	309.67
4666 - Zoetis, INC	9029857656	01-FelV diagnostic test kits	Paid by Check # 80900		11/25/2025	11/25/2025	12/05/2025		12/05/2025	362.84
							Account 52210 - Institutional Supplies Totals	Invoice Transactions 4		\$1,184.88
							Program 400102 - Animal Supplies Totals	Invoice Transactions 4		\$1,184.88
Program 400804 - Fire Community MIH										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1T61-KR7P-CCM9	08-Hand Warmers/Toe Warmers (MIH Div..community outreach)	Paid by EFT # 69433		11/25/2025	11/25/2025	12/05/2025		12/05/2025	143.65
5819 - Synchrony Bank	0619	08-water/ziplock bags/trailmix--MIH Unhoused outreach	Paid by Check # 80896		11/25/2025	11/25/2025	12/05/2025		12/05/2025	73.91
							Account 52420 - Other Supplies Totals	Invoice Transactions 2		\$217.56
							Program 400804 - Fire Community MIH Totals	Invoice Transactions 2		\$217.56
							Department 06 - Controller's Office Totals	Invoice Transactions 10		\$3,912.33
							Fund 2300 - Donations (restricted; not used for capital items) Totals	Invoice Transactions 10		\$3,912.33



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Fund 2402 - ARP COVID Local Fiscal Recovery										
Department 04 - Economic & Sustainable Dev										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 53960 - Grants										
7256 - Bellwether Properties, LLC	004	04-Lease of 300 West Hillside Dr-ARPA Jan 2026 - 6 month	Paid by EFT # 69449		11/25/2025	11/25/2025	12/05/2025		12/05/2025	44,100.00
							Account 53960 - Grants Totals	Invoice Transactions	1	<u>\$44,100.00</u>
							Program G21005 - ARPA COVID Local Fiscal Recovery Totals	Invoice Transactions	1	<u>\$44,100.00</u>
							Department 04 - Economic & Sustainable Dev Totals	Invoice Transactions	1	<u>\$44,100.00</u>
							Fund 2402 - ARP COVID Local Fiscal Recovery Totals	Invoice Transactions	1	<u>\$44,100.00</u>
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-APP4	20-Winslow/Rogers Resurfacing Proj 08/23/25-11/18/25 App 4	Paid by EFT # 69580		11/25/2025	11/25/2025	12/05/2025		12/05/2025	15,066.35
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions	1	<u>\$15,066.35</u>
							Program G24028 - CCMG 2024-2 Winslow/Rogers Totals	Invoice Transactions	1	<u>\$15,066.35</u>
Program G25001 - CCMG 2025-1 N. Walnut Street										
Account 54510 - Other Capital Outlays										
5149 - E&B Paving, INC	E&BWALNUT-APP 3	20-CCMG N Walnut St Resurfacing Proj-10/1-11/3/25 App 3	Paid by EFT # 69501		11/25/2025	11/25/2025	12/05/2025		12/05/2025	286,763.58
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions	1	<u>\$286,763.58</u>
							Program G25001 - CCMG 2025-1 N. Walnut Street Totals	Invoice Transactions	1	<u>\$286,763.58</u>
							Department 20 - Street Totals	Invoice Transactions	2	<u>\$301,829.93</u>
							Fund 2407 - Grants Non Approp Totals	Invoice Transactions	2	<u>\$301,829.93</u>
Fund 2506 - Community Services										
Department 09 - CFRD										
Program 090004 - Com Serv- Accessibility										
Account 52420 - Other Supplies										
4201 - One World Catering, LLC	E20617	09-Catering-Gather 'round the Table 2025- Apps, Linens-10/27/25	Paid by EFT # 69601		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,055.22
							Account 52420 - Other Supplies Totals	Invoice Transactions	1	<u>\$1,055.22</u>
Account 53990 - Other Services and Charges										
6714 - Dimension Mill, INC	391566-000052	09-3 Hour Rental w/Discount-CCA Gather 'round Table-10/27/25	Paid by EFT # 69497		11/25/2025	11/25/2025	12/05/2025		12/05/2025	360.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions	1	<u>\$360.00</u>
							Program 090004 - Com Serv- Accessibility Totals	Invoice Transactions	2	<u>\$1,415.22</u>



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Fund 2506 - Community Services										
Department 09 - CFRD										
Program 090018 - CBVN										
Account 53990 - Other Services and Charges										
5720 - Galaxy Digital, LLC	001581	09-Custom Report Build-Blgtn Volunteer Network-9/25'-9/26'	Paid by EFT # 69519		11/25/2025	11/25/2025	12/05/2025		12/05/2025	75.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		<u>\$75.00</u>
							Program 090018 - CBVN Totals	Invoice Transactions 1		<u>\$75.00</u>
							Department 09 - CFRD Totals	Invoice Transactions 3		<u>\$1,490.22</u>
							Fund 2506 - Community Services Totals	Invoice Transactions 3		<u>\$1,490.22</u>
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-20615	28-Ticket Fees October 2025	Paid by EFT # 69547		11/25/2025	11/25/2025	12/05/2025		12/05/2025	304.00
							Account 53640 - Hardware and Software Maintenance Totals	Invoice Transactions 1		<u>\$304.00</u>
							Program 254000 - Infrastructure Totals	Invoice Transactions 1		<u>\$304.00</u>
Program 256000 - Services										
Account 53640 - Hardware and Software Maintenance										
9873 - Devolutions INC	INV8675	28-Starter Pack License ending 11/30/26	Paid by EFT # 69496		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,200.00
							Account 53640 - Hardware and Software Maintenance Totals	Invoice Transactions 1		<u>\$1,200.00</u>
							Program 256000 - Services Totals	Invoice Transactions 1		<u>\$1,200.00</u>
							Department 25 - Telecommunications Totals	Invoice Transactions 2		<u>\$1,504.00</u>
							Fund 2512 - Non-Reverting Telecom (S1146) Totals	Invoice Transactions 2		<u>\$1,504.00</u>
Fund 2520 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 52340 - Other Repairs and Maintenance										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1FPV-DJ1C-9GCW	26-cleanins supply cabinet - cork board - otter boxes for ips	Paid by EFT # 69433		11/25/2025	11/25/2025	12/05/2025		12/05/2025	344.45
3397 - Evens Time, INC	93863	26-forcing rods for gate arm equipment for all garages	Paid by EFT # 69512		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,999.41
4574 - John Deere Financial f.s.b. (Rural King)	400689	26-fuel for leaf blowers, ramps for snow blowers	Paid by Check # 80888		11/25/2025	11/25/2025	12/05/2025		12/05/2025	275.97
786 - Richard's Small Engine, INC	601284	26-snow blower for all garage sidewalks	Paid by EFT # 69623		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,119.20
4394 - Richardson Enterprises of Blgtn, LLC (FastSigns)	INV-63043	26-parking rates sign for Morton St. garage	Paid by EFT # 69624		11/25/2025	11/25/2025	12/05/2025		12/05/2025	198.60



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Fund 2520 - Parking Facilities(S9502)											
Department 26 - Parking											
Program 260000 - Main											
Account 52340 - Other Repairs and Maintenance											
4964 - The Toledo Ticket Co	513970	26-(160,000) spitter entry tickets for all parking garages	Paid by EFT # 69660		11/25/2025	11/25/2025	12/05/2025		12/05/2025	4,575.78	
								Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 6	\$8,513.41
Account 52420 - Other Supplies											
5099 - Office Three Sixty, INC	3294077	26-parking garage supervisor desk 11/05/25	Paid by EFT # 69600		11/25/2025	11/25/2025	12/05/2025		12/05/2025	280.00	
53442 - Paragon Micro, INC	S5233664	26-garage supervisor laptop, monitor, dock	Paid by EFT # 69606		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,847.96	
								Account 52420 - Other Supplies Totals		Invoice Transactions 2	\$2,127.96
Account 52430 - Uniforms and Tools											
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	24209	26-new summer shirts, hats and beanies for all garage staff	Paid by EFT # 69424		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,032.00	
								Account 52430 - Uniforms and Tools Totals		Invoice Transactions 1	\$1,032.00
Account 53610 - Building Repairs											
321 - Harrell Fish, INC (HFI)	ZW33260	26-relocate condensation line-Walnut office HVAC 7/18/25	Paid by EFT # 69529		11/25/2025	11/25/2025	12/05/2025		12/05/2025	151.00	
392 - Koorsen Fire & Security, INC	IN01082868	26-Base & cell monit-4th St. elevators 11/1/25-1/31/26	Paid by EFT # 69559		11/25/2025	11/25/2025	12/05/2025		12/05/2025	120.00	
392 - Koorsen Fire & Security, INC	IN00995244	26-service call to shut off horns-Morton garage 7/19/25	Paid by EFT # 69559		11/25/2025	11/25/2025	12/05/2025		12/05/2025	719.95	
392 - Koorsen Fire & Security, INC	IN01037116	26-Kone requested fire inspection same day-Morton- 09/25/25	Paid by EFT # 69559		11/25/2025	11/25/2025	12/05/2025		12/05/2025	429.95	
392 - Koorsen Fire & Security, INC	IN01082869	26-fire & cell monitoring-Trades elevator 11/1/25-1/31/26	Paid by EFT # 69559		11/25/2025	11/25/2025	12/05/2025		12/05/2025	150.00	
392 - Koorsen Fire & Security, INC	IN01082450	26-fire & cell elevator monitor-Morton- 11/1/25-1/31/26	Paid by EFT # 69559		11/25/2025	11/25/2025	12/05/2025		12/05/2025	150.00	
								Account 53610 - Building Repairs Totals		Invoice Transactions 6	\$1,720.90



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Fund 2520 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53640 - Hardware and Software Maintenance										
3397 - Evens Time, INC	93802	26-service maint for all parking garage equip- December 2025	Paid by EFT # 69512		11/25/2025	11/25/2025	12/05/2025		12/05/2025	7,329.30
								Account 53640 - Hardware and Software Maintenance Totals	Invoice Transactions 1	<u>\$7,329.30</u>
Account 53650 - Other Repairs										
6378 - ANN-KRISS, LLC	111825-72160	26-install pipe guards around new storm drains at Walnut garage	Paid by EFT # 69438		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,600.00
								Account 53650 - Other Repairs Totals	Invoice Transactions 1	<u>\$1,600.00</u>
Account 53990 - Other Services and Charges										
6688 - SSW Enterprises, LLC (Office Pride)	Inv-285903	26-Parking Services office cleaning 10/30/25	Paid by EFT # 69641		11/25/2025	11/25/2025	12/05/2025		12/05/2025	100.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$100.00</u>
								Program 260000 - Main Totals	Invoice Transactions 18	<u>\$22,423.57</u>
								Department 26 - Parking Totals	Invoice Transactions 18	<u>\$22,423.57</u>
								Fund 2520 - Parking Facilities(S9502) Totals	Invoice Transactions 18	<u>\$22,423.57</u>
Fund 2521 - Alternative Transport(S6301)										
Department 05 - Common Council										
Program 050000 - Main										
Account 54310 - Improvements Other Than Building										
10 - Bledsoe Riggert Cooper & James INC	32059	07 - Jefferson St Sidewalk (8th to 10th) PE 95% Complete10/31/25	Paid by EFT # 69455		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,542.00
10 - Bledsoe Riggert Cooper & James INC	32094	07 - Jefferson St SW (8th to 10th) PE-Bid & Constt PH 11/11/25	Paid by EFT # 69455		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,894.30
19278 - Milestone Contractors, LP	MILWIN&ROG-APP4	20-Winslow/Rogers Resurfacing Proj 08/23/25-11/18/25 App 4	Paid by EFT # 69580		11/25/2025	11/25/2025	12/05/2025		12/05/2025	5,076.82
								Account 54310 - Improvements Other Than Building Totals	Invoice Transactions 3	<u>\$8,513.12</u>
								Program 050000 - Main Totals	Invoice Transactions 3	<u>\$8,513.12</u>
								Department 05 - Common Council Totals	Invoice Transactions 3	<u>\$8,513.12</u>



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Fund 2521 - Alternative Transport(S6301)										
Department 07 - Engineering										
Program 070000 - Main										
Account 53110 - Engineering and Architectural										
5409 - VS Engineering, INC	536413	07-Crosswalk Ph2 (PE) through 09/30/25	Paid by EFT # 69671		11/25/2025	11/25/2025	12/05/2025		12/05/2025	646.03
							Account 53110 - Engineering and Architectural Totals	Invoice Transactions 1		<u>\$646.03</u>
							Program 070000 - Main Totals	Invoice Transactions 1		<u>\$646.03</u>
							Department 07 - Engineering Totals	Invoice Transactions 1		<u>\$646.03</u>
Department 26 - Parking										
Program 260000 - Main										
Account 53990 - Other Services and Charges										
6688 - SSW Enterprises, LLC (Office Pride)	Inv-285903	26-Parking Services office cleaning 10/30/25	Paid by EFT # 69641		11/25/2025	11/25/2025	12/05/2025		12/05/2025	77.40
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		<u>\$77.40</u>
							Program 260000 - Main Totals	Invoice Transactions 1		<u>\$77.40</u>
							Department 26 - Parking Totals	Invoice Transactions 1		<u>\$77.40</u>
							Fund 2521 - Alternative Transport(S6301) Totals	Invoice Transactions 5		<u>\$9,236.55</u>
Fund 4401 - Cumulative Capital Improvement - Cigarette Tax										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
9787 - Bloomington Mulch, INC (Bloomington Speedway Mulch)	003501	20-Pulverized Dirt for Sidewalk Projects 11/14/25	Paid by EFT # 69460		11/25/2025	11/25/2025	12/05/2025		12/05/2025	395.91
							Account 52330 - Street , Alley, and Sewer Material Totals	Invoice Transactions 1		<u>\$395.91</u>
							Program 020000 - Main Totals	Invoice Transactions 1		<u>\$395.91</u>
							Department 02 - Public Works Totals	Invoice Transactions 1		<u>\$395.91</u>
							Fund 4401 - Cumulative Capital Improvement - Cigarette Tax Totals	Invoice Transactions 1		<u>\$395.91</u>
Fund 4402 - Cumulative Capital Development										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
5149 - E&B Paving, INC	30068681	20-Asphalt for patching 11/04/25	Paid by EFT # 69501		11/25/2025	11/25/2025	12/05/2025		12/05/2025	182.67
5149 - E&B Paving, INC	30069024	20-Asphalt for patching-Olive & Thornton 11/14/25	Paid by EFT # 69501		11/25/2025	11/25/2025	12/05/2025		12/05/2025	184.45
334 - Irving Materials, INC	11637022	20-Concrete materials-SW Proj-2512 Caray Ct-10/27/25	Paid by EFT # 69551		11/25/2025	11/25/2025	12/05/2025		12/05/2025	736.00



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Fund 4402 - Cumulative Capital Development										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
334 - Irving Materials, INC	11638746	20-Concrete materials- SW Proj-421 E. 3rd-10/30/25	Paid by EFT # 69551		11/25/2025	11/25/2025	12/05/2025		12/05/2025	504.00
								Account 52330 - Street , Alley, and Sewer Material Totals	Invoice Transactions 4	<u>\$1,607.12</u>
Account 53990 - Other Services and Charges										
6152 - K&S Rolloff, INC	81453	20-Rolloff Pull Services for sweeper debris (2)-10/29/25	Paid by EFT # 69556		11/25/2025	11/25/2025	12/05/2025		12/05/2025	530.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$530.00</u>
Account 54510 - Other Capital Outlays										
5149 - E&B Paving, INC	E&BWALNUT-APP 3	20-CCMG N Walnut St Resurfacing Proj-10/1-11/3/25 App 3	Paid by EFT # 69501		11/25/2025	11/25/2025	12/05/2025		12/05/2025	306,108.70
								Account 54510 - Other Capital Outlays Totals	Invoice Transactions 1	<u>\$306,108.70</u>
								Program 020000 - Main Totals	Invoice Transactions 6	<u>\$308,245.82</u>
								Department 02 - Public Works Totals	Invoice Transactions 6	<u>\$308,245.82</u>
Department 07 - Engineering										
Program 070000 - Main										
Account 54310 - Improvements Other Than Building										
399 - American Structurepoint, INC	197390	07-2023 Signal Timing Project 10/01/25-10/31/25	Paid by EFT # 69436		11/25/2025	11/25/2025	12/05/2025		12/05/2025	10,660.00
								Account 54310 - Improvements Other Than Building Totals	Invoice Transactions 1	<u>\$10,660.00</u>
								Program 070000 - Main Totals	Invoice Transactions 1	<u>\$10,660.00</u>
								Department 07 - Engineering Totals	Invoice Transactions 1	<u>\$10,660.00</u>
								Fund 4402 - Cumulative Capital Development Totals	Invoice Transactions 7	<u>\$318,905.82</u>
Fund 4666 - GO Bonds 2022										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 54510 - Other Capital Outlays										
16 - Butler, Fairman & Seufert, INC	109961	07-High Street Multiuse Path and Intersect, RW 09/01/25-09/30/25	Paid by EFT # 69473		11/25/2025	11/25/2025	12/05/2025		12/05/2025	2,321.47
								Account 54510 - Other Capital Outlays Totals	Invoice Transactions 1	<u>\$2,321.47</u>
								Program 060000 - Main Totals	Invoice Transactions 1	<u>\$2,321.47</u>
								Department 06 - Controller's Office Totals	Invoice Transactions 1	<u>\$2,321.47</u>
								Fund 4666 - GO Bonds 2022 Totals	Invoice Transactions 1	<u>\$2,321.47</u>



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Fund 4667 - Econ Dev LIT Bonds of 2022										
Department 06 - Controller's Office										
Program 08FIRL - Fire Logistics										
Account 54510 - Other Capital Outlays										
18844 - First Financial Bank, N.A.	WEDLOGIS-App 3	08-Weddle Bros-BFD Logistics/Training Fac-6226.00-App 3	Paid by Check # 80881		11/25/2025	11/25/2025	12/05/2025		12/05/2025	66,097.59
6985 - Martin Riley, INC	10048	08-Const Admin/Mileage reimb-Donica & White	Paid by EFT # 69570		11/25/2025	11/25/2025	12/05/2025		12/05/2025	4,787.24
6985 - Martin Riley, INC	10059	08-Extra services/design resulting from requirements from Plann	Paid by EFT # 69570		11/25/2025	11/25/2025	12/05/2025		12/05/2025	11,848.00
595 - Weddle Bros Construction Co., INC	WEDLOGIS-App 3	08-CMC Const/GM-BFD Logistics/Training Fac-6226.00-App 3	Paid by EFT # 69674		11/25/2025	11/25/2025	12/05/2025		12/05/2025	594,878.29
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions	4	<u>\$677,611.12</u>
							Program 08FIRL - Fire Logistics Totals	Invoice Transactions	4	<u>\$677,611.12</u>
							Department 06 - Controller's Office Totals	Invoice Transactions	4	<u>\$677,611.12</u>
							Fund 4667 - Econ Dev LIT Bonds of 2022 Totals	Invoice Transactions	4	<u>\$677,611.12</u>
Fund 6604 - Sanitation										
Department 16 - Sanitation										
Program 160000 - Main										
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	616135	16-Flapper for Toilet Repair at Sanitation	Paid by EFT # 69453		11/25/2025	11/25/2025	12/05/2025		12/05/2025	19.47
							Account 52310 - Building Materials and Supplies Totals	Invoice Transactions	1	<u>\$19.47</u>
Account 53140 - Exterminator Services										
51538 - Economy Termite & Pest Control, INC	70175	16-Bi-Monthly Pest Control - 11/10/25	Paid by EFT # 69504		11/25/2025	11/25/2025	12/05/2025		12/05/2025	125.00
							Account 53140 - Exterminator Services Totals	Invoice Transactions	1	<u>\$125.00</u>
Account 53510 - Electrical Services										
223 - Duke Energy	19-11.19.25-FAC	19-Facilities electric billing -09/27/25-11/03/25	Paid by Check # 80918		11/26/2025	11/26/2025	11/26/2025		11/26/2025	28.47
							Account 53510 - Electrical Services Totals	Invoice Transactions	1	<u>\$28.47</u>
Account 53540 - Natural Gas										
9415 - BP Energy Holding Company LLC(BP Energy Retail CO)	21532414	06-City Fac.-Natural Gas Commodity-September 2025 management fee	Paid by EFT # 69686		11/26/2025	11/26/2025	11/26/2025		11/26/2025	2.09
							Account 53540 - Natural Gas Totals	Invoice Transactions	1	<u>\$2.09</u>



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Fund 6604 - Sanitation										
Department 16 - Sanitation										
Program 160000 - Main										
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	ZW32863	16-Repair of Modine Heating Unit SE side of bldg-9/29/25	Paid by EFT # 69529		11/25/2025	11/25/2025	12/05/2025		12/05/2025	423.55
321 - Harrell Fish, INC (HFI)	ZW32864	16-Annual Cleaning of Heat Exchanger-10/3/25	Paid by EFT # 69529		11/25/2025	11/25/2025	12/05/2025		12/05/2025	252.00
							Account 53610 - Building Repairs Totals		Invoice Transactions 2	<u>\$675.55</u>
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080208023	16-uniform rental (minus payroll ded)-11/12/2025	Paid by EFT # 69669		11/25/2025	11/25/2025	12/05/2025		12/05/2025	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080208024	16-Mat Services -11/12/2025	Paid by EFT # 69669		11/25/2025	11/25/2025	12/05/2025		12/05/2025	29.68
							Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 2	<u>\$36.16</u>
							Program 160000 - Main Totals		Invoice Transactions 8	<u>\$886.74</u>
							Department 16 - Sanitation Totals		Invoice Transactions 8	<u>\$886.74</u>
							Fund 6604 - Sanitation Totals		Invoice Transactions 8	<u>\$886.74</u>
Fund 7006 - Health Insurance Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990 - Other Services and Charges										
9375 - WEX Health INC (Chard, Snyder & Associates)	0175710	12- November 2023 (past due) Administrative Fees-11/22/23	Paid by EFT # 69676		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,334.35
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$1,334.35</u>
Account 53990.1201 - Other Services and Charges Health Insurance										
9375 - WEX Health INC (Chard, Snyder & Associates)	112525Well	12- November 2025 Wellness Reimbursements	Paid by EFT # 69688		11/25/2025	11/25/2025	11/25/2025		11/25/2025	2,215.00
							Account 53990.1201 - Other Services and Charges Health Insurance Totals		Invoice Transactions 1	<u>\$2,215.00</u>
							Program 120000 - Main Totals		Invoice Transactions 2	<u>\$3,549.35</u>
							Department 12 - Human Resources Totals		Invoice Transactions 2	<u>\$3,549.35</u>
							Fund 7006 - Health Insurance Trust Totals		Invoice Transactions 2	<u>\$3,549.35</u>



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Fund 7008 - Insurance Voluntary Trust											
Department 12 - Human Resources											
Program 120000 - Main											
Account 47090.1282 - Employee Contributions Section 125 - DDC- Util											
9375 - WEX Health INC (Chard, Snyder & Associates)	112625ChkReg	12-City/Util DDC - 11/26/25	Edit		11/26/2025	11/26/2025	11/26/2025			23.08	
									Account 47090.1282 - Employee Contributions Section 125 - DDC- Util Totals	Invoice Transactions 1	\$23.08
Account 47090.1283 - Employee Contributions Health Savings Account											
9375 - WEX Health INC (Chard, Snyder & Associates)	112525Payroll	12-HSA Employee Contributions 11-26-25	Paid by EFT # 69689		11/25/2025	11/25/2025	11/25/2025		11/25/2025	30,885.32	
									Account 47090.1283 - Employee Contributions Health Savings Account Totals	Invoice Transactions 1	\$30,885.32
Account 53990.1271 - Other Services and Charges Section 125 - URM- City											
9375 - WEX Health INC (Chard, Snyder & Associates)	112225daily	12-City URM	Paid by EFT # 69416		11/24/2025	11/24/2025	11/24/2025		11/24/2025	33.00	
9375 - WEX Health INC (Chard, Snyder & Associates)	112125daily	12-City/Util URM	Paid by EFT # 69417		11/24/2025	11/24/2025	11/24/2025		11/24/2025	228.35	
9375 - WEX Health INC (Chard, Snyder & Associates)	112525daily	12-City URM	Edit		11/26/2025	11/26/2025	11/26/2025			10.00	
									Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals	Invoice Transactions 3	\$271.35
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City											
9375 - WEX Health INC (Chard, Snyder & Associates)	112625ChkReg	12-City/Util DDC - 11/26/25	Edit		11/26/2025	11/26/2025	11/26/2025			76.87	
									Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals	Invoice Transactions 1	\$76.87
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util											
9375 - WEX Health INC (Chard, Snyder & Associates)	112125daily	12-City/Util URM	Paid by EFT # 69417		11/24/2025	11/24/2025	11/24/2025		11/24/2025	113.86	
9375 - WEX Health INC (Chard, Snyder & Associates)	112425CheckRe g	12-Util URM	Paid by EFT # 69418		11/24/2025	11/24/2025	11/24/2025		11/24/2025	2.40	
									Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals	Invoice Transactions 2	\$116.26
									Program 120000 - Main Totals	Invoice Transactions 8	\$31,372.88
									Department 12 - Human Resources Totals	Invoice Transactions 8	\$31,372.88
									Fund 7008 - Insurance Voluntary Trust Totals	Invoice Transactions 8	\$31,372.88
Fund 7702 - Fleet Maintenance											
Department 17 - Fleet Maintenance											
Program 170000 - Main											
Account 52110 - Office Supplies											
5103 - Staples Contract & Commercial, INC	6045186374	17-office supplies-labels, file folders air duster and pens	Paid by EFT # 69644		11/25/2025	11/25/2025	12/05/2025		12/05/2025	125.95	
									Account 52110 - Office Supplies Totals	Invoice Transactions 1	\$125.95
Account 52230 - Garage and Motor Supplies											
50605 - Bauer Built, INC	360158593	17 - disposal fee for 3 commercial truck tires	Paid by EFT # 69445		11/25/2025	11/25/2025	12/05/2025		12/05/2025	48.00	



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Fund 7702 - Fleet Maintenance											
Department 17 - Fleet Maintenance											
Program 170000 - Main											
Account 52230 - Garage and Motor Supplies											
50605 - Bauer Built, INC	360158292	17-315/80R225 tire, mounted & dismount, alum valve stem & cap	Paid by EFT # 69445		11/25/2025	11/25/2025	12/05/2025		12/05/2025	882.50	
50605 - Bauer Built, INC	360158568	17 - various tires for stock, 6 comm tires disposal fee	Paid by EFT # 69445		11/25/2025	11/25/2025	12/05/2025		12/05/2025	5,177.55	
4693 - Monroe County Tire & Supply, INC	081190	17 - (4) yokohama AT4 tires for 544	Paid by EFT # 69584		11/25/2025	11/25/2025	12/05/2025		12/05/2025	921.00	
4693 - Monroe County Tire & Supply, INC	081337	17 - (2) Michelin energy saver tires for 241	Paid by EFT # 69584		11/25/2025	11/25/2025	12/05/2025		12/05/2025	392.50	
4693 - Monroe County Tire & Supply, INC	081233	17 - (4) Firestone Firehawk tires for inventory	Paid by EFT # 69584		11/25/2025	11/25/2025	12/05/2025		12/05/2025	487.76	
4693 - Monroe County Tire & Supply, INC	081392	17 - (4) Firestone transforce AT2 10P owl tires for 352	Paid by EFT # 69584		11/25/2025	11/25/2025	12/05/2025		12/05/2025	656.28	
4693 - Monroe County Tire & Supply, INC	081158	17 - (4) Yokohama AT4 for 545	Paid by EFT # 69584		11/25/2025	11/25/2025	12/05/2025		12/05/2025	921.00	
4693 - Monroe County Tire & Supply, INC	081155	17 - #4571 SC Galaxy Super IND lug R4 + air liuid valve stem +	Paid by EFT # 69584		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,009.25	
4693 - Monroe County Tire & Supply, INC	081280	17 - (12) Firestone firehawk pursuit for inventory	Paid by EFT # 69584		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,463.28	
4693 - Monroe County Tire & Supply, INC	081199	17 -(4) Hankook tires with brass truck stems fro 939	Paid by EFT # 69584		11/25/2025	11/25/2025	12/05/2025		12/05/2025	2,141.00	
								Account 52230 - Garage and Motor Supplies Totals		Invoice Transactions 11	\$14,100.12
Account 52240 - Fuel and Oil											
7854 - Premier AG CO-OP, INC (Premier Energy)	25220	17-fuel-87 regular U/L Direct (8,057 gallons)-11/11/25	Paid by EFT # 69616		11/25/2025	11/25/2025	12/05/2025		12/05/2025	22,216.37	
7854 - Premier AG CO-OP, INC (Premier Energy)	25219	17-fuel PDX4 (6,429 gallons)-11/11/25	Paid by EFT # 69616		11/25/2025	11/25/2025	12/05/2025		12/05/2025	22,247.55	
362 - Schaeffer Manufacturing Company	CEM2506-INV1	17 - oil and other fluids for stock - 10/24/2025	Paid by EFT # 69631		11/25/2025	11/25/2025	12/05/2025		12/05/2025	3,967.84	
								Account 52240 - Fuel and Oil Totals		Invoice Transactions 3	\$48,431.76
Account 52320 - Motor Vehicle Repair											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1CQG-KLNK-4PLM	17 - thermal transfer ribbon ink for shop	Paid by EFT # 69433		11/25/2025	11/25/2025	12/05/2025		12/05/2025	19.99	



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Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1MFQ-YYLV-L1PP	17 - disposable gloves, (2) tire changers for shop	Paid by EFT # 69433		11/25/2025	11/25/2025	12/05/2025		12/05/2025	141.37
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1D6L-Y3QH-C1DY	17 - 5 gal tire bead seater tank for shop	Paid by EFT # 69433		11/25/2025	11/25/2025	12/05/2025		12/05/2025	339.00
244 - Bloomington Ford, INC	6245997	17 - #848 Oil & filter change, rotate tires	Paid by EFT # 69458		11/25/2025	11/25/2025	12/05/2025		12/05/2025	48.05
244 - Bloomington Ford, INC	6246349	17-#852 parts & labor- preventative serv-oil filter, rotate tires	Paid by EFT # 69458		11/25/2025	11/25/2025	12/05/2025		12/05/2025	53.82
594 - Curry Auto Center, INC	6382057	17-#546 parts & labor- preventative maintenance	Paid by EFT # 69493		11/25/2025	11/25/2025	12/05/2025		12/05/2025	48.95
594 - Curry Auto Center, INC	6382175	17-#822 parts & labor- preventative maint-oil change	Paid by EFT # 69493		11/25/2025	11/25/2025	12/05/2025		12/05/2025	48.95
594 - Curry Auto Center, INC	6381419	17-#585 parts & labor for fuel pump repair	Paid by EFT # 69493		11/25/2025	11/25/2025	12/05/2025		12/05/2025	192.48
8665 - Effingham Crossroads Truck Equipment INC	104S59630	17 - #431 valve	Paid by EFT # 69505		11/25/2025	11/25/2025	12/05/2025		12/05/2025	442.32
8174 - Epic Solutions	19263	17 - #4004 copper tubing and fittings	Paid by EFT # 69509		11/25/2025	11/25/2025	12/05/2025		12/05/2025	265.29
8174 - Epic Solutions	19059	17 - #4004 lrg die shield burner	Paid by EFT # 69509		11/25/2025	11/25/2025	12/05/2025		12/05/2025	631.88
51827 - Fire Service, INC	IN-23079	17 - (2) low beam light assembly for 394	Paid by EFT # 69516		11/25/2025	11/25/2025	12/05/2025		12/05/2025	837.22
51827 - Fire Service, INC	IN-23172	17 - #394 suspension parts-suspensions, caps, rear air bag	Paid by EFT # 69516		11/25/2025	11/25/2025	12/05/2025		12/05/2025	6,771.17
4439 - JX Enterprises, INC	27458303P	17 -#431- tie rod Arms, king pin kit, nuts & screws, axle beam	Paid by EFT # 69554		11/25/2025	11/25/2025	12/05/2025		12/05/2025	6,901.49
4439 - JX Enterprises, INC	27458426P	17 - Starter for 438	Paid by EFT # 69554		11/25/2025	11/25/2025	12/05/2025		12/05/2025	540.25
4439 - JX Enterprises, INC	27462871P	17 -#442 coupling shaft, u joint kit, strap & bolts kit, plate	Paid by EFT # 69554		11/25/2025	11/25/2025	12/05/2025		12/05/2025	165.56
4439 - JX Enterprises, INC	27462869P	17 - battery disconnect switch for 453	Paid by EFT # 69554		11/25/2025	11/25/2025	12/05/2025		12/05/2025	202.99
4439 - JX Enterprises, INC	27459584P	17 - tie rod arm for 431	Paid by EFT # 69554		11/25/2025	11/25/2025	12/05/2025		12/05/2025	673.99



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Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
4439 - JX Enterprises, INC	27463090P	17 - credit for returned wheel seal & valve modulating brake	Paid by EFT # 69554		11/25/2025	11/25/2025	12/05/2025		12/05/2025	(302.97)
53385 - O'Reilly Automotive Stores, INC	1903-155469	17 - oil drain plug for 126	Paid by Check # 80892		11/25/2025	11/25/2025	12/05/2025		12/05/2025	4.35
53385 - O'Reilly Automotive Stores, INC	1903-154889	17 - Air filter for 559	Paid by Check # 80892		11/25/2025	11/25/2025	12/05/2025		12/05/2025	8.51
53385 - O'Reilly Automotive Stores, INC	1903-157956	17 - Air filter for 803	Paid by Check # 80892		11/25/2025	11/25/2025	12/05/2025		12/05/2025	9.25
53385 - O'Reilly Automotive Stores, INC	1903-155387	17 - ignition coil CN for 1231	Paid by Check # 80892		11/25/2025	11/25/2025	12/05/2025		12/05/2025	15.47
53385 - O'Reilly Automotive Stores, INC	1903-154990	17 - fuel filter for 866	Paid by Check # 80892		11/25/2025	11/25/2025	12/05/2025		12/05/2025	20.22
53385 - O'Reilly Automotive Stores, INC	1903-155470	17 - (2) cabin filters for inventory	Paid by Check # 80892		11/25/2025	11/25/2025	12/05/2025		12/05/2025	26.38
53385 - O'Reilly Automotive Stores, INC	1903-156598	17 - turn switch for 841	Paid by Check # 80892		11/25/2025	11/25/2025	12/05/2025		12/05/2025	49.14
53385 - O'Reilly Automotive Stores, INC	1903-157074	17 - credit for returned turn switch-Inv 1903-156598	Paid by Check # 80892		11/25/2025	11/25/2025	12/05/2025		12/05/2025	(49.14)
53385 - O'Reilly Automotive Stores, INC	1905-157940	17 - engine mount for 1230	Paid by Check # 80892		11/25/2025	11/25/2025	12/05/2025		12/05/2025	51.00
53385 - O'Reilly Automotive Stores, INC	1903-157960	17 - (3) Megacrimps for 839	Paid by Check # 80892		11/25/2025	11/25/2025	12/05/2025		12/05/2025	54.09
53385 - O'Reilly Automotive Stores, INC	1903-156674	17 - transmission mount for P120	Paid by Check # 80892		11/25/2025	11/25/2025	12/05/2025		12/05/2025	59.33
53385 - O'Reilly Automotive Stores, INC	1903-155264	17 - torque mount for P120	Paid by Check # 80892		11/25/2025	11/25/2025	12/05/2025		12/05/2025	60.37
53385 - O'Reilly Automotive Stores, INC	1903-155580	17 - belt tensioner for P120	Paid by Check # 80892		11/25/2025	11/25/2025	12/05/2025		12/05/2025	62.22
53385 - O'Reilly Automotive Stores, INC	1903-155398	17 - (5) megacrimps for inventory	Paid by Check # 80892		11/25/2025	11/25/2025	12/05/2025		12/05/2025	79.25
53385 - O'Reilly Automotive Stores, INC	1903-154589	17 - HD Fuel filter for inventory	Paid by Check # 80892		11/25/2025	11/25/2025	12/05/2025		12/05/2025	92.77
53385 - O'Reilly Automotive Stores, INC	1903-156641	17 - Pump MDL for 1207	Paid by Check # 80892		11/25/2025	11/25/2025	12/05/2025		12/05/2025	141.88
16069 - Palmer Trucks, INC	I592347	17 - #4761 marker light	Paid by EFT # 69603		11/25/2025	11/25/2025	12/05/2025		12/05/2025	95.36
4156 - Pyramid Equipment, INC	54696.1	17 - #969 -5 bolts	Paid by EFT # 69618		11/25/2025	11/25/2025	12/05/2025		12/05/2025	55.01



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Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
9500 - RPM/KMC LLC	X62212	17 - #839 wheel assembly, bearing, spacer	Paid by EFT # 69627		11/25/2025	11/25/2025	12/05/2025		12/05/2025	644.99
54351 - Sternberg, INC	CM990084	17 - credit for returned core - 11/06/2025	Paid by EFT # 69645		11/25/2025	11/25/2025	12/05/2025		12/05/2025	(250.00)
54351 - Sternberg, INC	67757	17-#444 parts & labor to repair a no crank no start	Paid by EFT # 69645		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,491.25
54351 - Sternberg, INC	67759	17-#692 parts & labor to replace failed radiator	Paid by EFT # 69645		11/25/2025	11/25/2025	12/05/2025		12/05/2025	2,295.40
622 - Truck Country of Indiana, INC (Stoops Freightliner)	X301998764:01 A	17 - #600 Detroit Diesel fuel water separator with a pump	Paid by EFT # 69666		11/25/2025	11/25/2025	12/05/2025		12/05/2025	479.07
622 - Truck Country of Indiana, INC (Stoops Freightliner)	X301999635:01 A	17 - credit for returned fuel transfer kit	Paid by EFT # 69666		11/25/2025	11/25/2025	12/05/2025		12/05/2025	(482.87)
622 - Truck Country of Indiana, INC (Stoops Freightliner)	X301998917:01	17 - credit for returned spring brake valve	Paid by EFT # 69666		11/25/2025	11/25/2025	12/05/2025		12/05/2025	(279.07)
622 - Truck Country of Indiana, INC (Stoops Freightliner)	XA301006711:01	17 #963 engine support insulator, hex screw, washer, hex locknut	Paid by EFT # 69666		11/25/2025	11/25/2025	12/05/2025		12/05/2025	391.41
7555 - VoMac Truck Sales & Service INC	124964T	17 - foot brake valve for 958	Paid by EFT # 69670		11/25/2025	11/25/2025	12/05/2025		12/05/2025	167.83
7555 - VoMac Truck Sales & Service INC	125005T	17 - Fan blade for 962	Paid by EFT # 69670		11/25/2025	11/25/2025	12/05/2025		12/05/2025	484.78
7555 - VoMac Truck Sales & Service INC	CM124075T	17 - credit for returned Fuel control module	Paid by EFT # 69670		11/25/2025	11/25/2025	12/05/2025		12/05/2025	(513.82)
2096 - West Side Tractor Sales CO.	B61277	17 - wiper blade for 781	Paid by EFT # 69675		11/25/2025	11/25/2025	12/05/2025		12/05/2025	52.87
2096 - West Side Tractor Sales CO.	B61276	17 - cutting edge, plow bolt & 3/4 nut for 646	Paid by EFT # 69675		11/25/2025	11/25/2025	12/05/2025		12/05/2025	312.57
2096 - West Side Tractor Sales CO.	B61344	17 - (2) idler for 656	Paid by EFT # 69675		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,198.18
2096 - West Side Tractor Sales CO.	B61278	17 - Hydraulic oil for inventory	Paid by EFT # 69675		11/25/2025	11/25/2025	12/05/2025		12/05/2025	2,035.26
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX0138	17 - Vac pump seal for 297	Paid by EFT # 69685		11/25/2025	11/25/2025	12/05/2025		12/05/2025	6.30
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX0894	17 - spark plug for 1718	Paid by EFT # 69685		11/25/2025	11/25/2025	12/05/2025		12/05/2025	10.57
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX0502	17 - bolt/screw for 297	Paid by EFT # 69685		11/25/2025	11/25/2025	12/05/2025		12/05/2025	11.29



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Fund 7702 - Fleet Maintenance											
Department 17 - Fleet Maintenance											
Program 170000 - Main											
Account 52320 - Motor Vehicle Repair											
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX1418	17 - Oil filter for inventory	Paid by EFT # 69685		11/25/2025	11/25/2025	12/05/2025		12/05/2025	23.16	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX0548	17 - auto belt tensioner for 259	Paid by EFT # 69685		11/25/2025	11/25/2025	12/05/2025		12/05/2025	32.59	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX1260	17 - coolant temp sensor for 750	Paid by EFT # 69685		11/25/2025	11/25/2025	12/05/2025		12/05/2025	39.23	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX0380	17 - housing + thermostat for 575	Paid by EFT # 69685		11/25/2025	11/25/2025	12/05/2025		12/05/2025	57.24	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX0343	17 - pad kit RR disc breaks for 575	Paid by EFT # 69685		11/25/2025	11/25/2025	12/05/2025		12/05/2025	58.93	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX0370	17 - connector for inventory	Paid by EFT # 69685		11/25/2025	11/25/2025	12/05/2025		12/05/2025	65.88	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX0678	17 - tie rod kit for P120	Paid by EFT # 69685		11/25/2025	11/25/2025	12/05/2025		12/05/2025	71.15	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX0880	17 - coolant housing for 1227	Paid by EFT # 69685		11/25/2025	11/25/2025	12/05/2025		12/05/2025	74.40	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX0131	17 - vac pump gasket for 297	Paid by EFT # 69685		11/25/2025	11/25/2025	12/05/2025		12/05/2025	82.56	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX0751	17 - ignition coil assembly for 1718	Paid by EFT # 69685		11/25/2025	11/25/2025	12/05/2025		12/05/2025	92.42	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX0557	17 - tensioner for 259	Paid by EFT # 69685		11/25/2025	11/25/2025	12/05/2025		12/05/2025	114.08	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX1310	17 - (2) VVT solenoid for 259	Paid by EFT # 69685		11/25/2025	11/25/2025	12/05/2025		12/05/2025	116.57	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX1599	17 - oil filter for inventory	Paid by EFT # 69685		11/25/2025	11/25/2025	12/05/2025		12/05/2025	126.36	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX0656	17 - TPMS sensor kits for inventory (4)	Paid by EFT # 69685		11/25/2025	11/25/2025	12/05/2025		12/05/2025	241.84	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX0654	17 - TPMS sensor kits for inventory (4)	Paid by EFT # 69685		11/25/2025	11/25/2025	12/05/2025		12/05/2025	241.84	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX0679	17 - Shock absorber assembly for P120 (2)	Paid by EFT # 69685		11/25/2025	11/25/2025	12/05/2025		12/05/2025	250.30	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX0210	17 - credit for returned rear disc brake rotor, F Vented rotor	Paid by EFT # 69685		11/25/2025	11/25/2025	12/05/2025		12/05/2025	(379.46)	
									Account 52320 - Motor Vehicle Repair Totals	Invoice Transactions 72	\$28,222.36
Account 52420 - Other Supplies											
8181 - Lawson Products, INC	9312970957	17 - 1 1/4" flap band exp. rubber drum for shop	Paid by EFT # 69562		11/25/2025	11/25/2025	12/05/2025		12/05/2025	39.92	



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Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52420 - Other Supplies										
8181 - Lawson Products, INC	9312956341	17-shop supplies-pins, shanks, drill bit set, washers	Paid by EFT # 69562		11/25/2025	11/25/2025	12/05/2025		12/05/2025	2,711.69
6216 - Terminal Supply, INC	66284-00	17 - (4) Britezone LED work light for inventory	Paid by EFT # 69654		11/25/2025	11/25/2025	12/05/2025		12/05/2025	158.04
798 - Winters Associates Promotional Products, INC	115870	17 -10 hoodies for staff	Paid by EFT # 69681		11/25/2025	11/25/2025	12/05/2025		12/05/2025	971.97
							Account 52420 - Other Supplies Totals		Invoice Transactions 4	<u>\$3,881.62</u>
Account 52430 - Uniforms and Tools										
7527 - Kenneth Arthur	TOOLCHECK-122025	17 - tool reimbursement per contract-partial	Paid by EFT # 69440		11/25/2025	11/25/2025	12/05/2025		12/05/2025	100.00
							Account 52430 - Uniforms and Tools Totals		Invoice Transactions 1	<u>\$100.00</u>
Account 53510 - Electrical Services										
223 - Duke Energy	19-11.19.25-FAC	19-Facilities electric billing -09/27/25-11/03/25	Paid by Check # 80918		11/26/2025	11/26/2025	11/26/2025		11/26/2025	30.57
							Account 53510 - Electrical Services Totals		Invoice Transactions 1	<u>\$30.57</u>
Account 53540 - Natural Gas										
9415 - BP Energy Holding Company LLC(BP Energy Retail CO)	21532414	06-City Fac.-Natural Gas Commodity-September 2025 management fee	Paid by EFT # 69686		11/26/2025	11/26/2025	11/26/2025		11/26/2025	13.10
							Account 53540 - Natural Gas Totals		Invoice Transactions 1	<u>\$13.10</u>
Account 53610 - Building Repairs										
1537 - Indiana Door & Hardware Specialties, INC	14756AA	17 - repair of door closer at Fleet Building	Paid by Check # 80884		11/25/2025	11/25/2025	12/05/2025		12/05/2025	260.00
392 - Koorsen Fire & Security, INC	IN01080659	17-Quarterly fire & security monitoring-11/1/25-1/31/26	Paid by EFT # 69559		11/25/2025	11/25/2025	12/05/2025		12/05/2025	91.27
							Account 53610 - Building Repairs Totals		Invoice Transactions 2	<u>\$351.27</u>
Account 53620 - Motor Repairs										
244 - Bloomington Ford, INC	6245997	17 - #848 Oil & filter change, rotate tires	Paid by EFT # 69458		11/25/2025	11/25/2025	12/05/2025		12/05/2025	68.00
244 - Bloomington Ford, INC	6246349	17-#852 parts & labor-preventative serv-oil filter, rotate tires	Paid by EFT # 69458		11/25/2025	11/25/2025	12/05/2025		12/05/2025	71.24
594 - Curry Auto Center, INC	6382057	17-#546 parts & labor-preventative maintenance	Paid by EFT # 69493		11/25/2025	11/25/2025	12/05/2025		12/05/2025	33.00



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Invoice Date Range 11/22/25 - 12/05/25

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											
594 - Curry Auto Center, INC	6382175	17-#822 parts & labor-preventative maint-oil change	Paid by EFT # 69493		11/25/2025	11/25/2025	12/05/2025		12/05/2025	33.00	
594 - Curry Auto Center, INC	6381419	17-#585 parts & labor for fuel pump repair	Paid by EFT # 69493		11/25/2025	11/25/2025	12/05/2025		12/05/2025	329.95	
4474 - Ken's Westside Service & Towing, LLC	25-1106-108508	17-tow/hook fee, skates-Unit 1236-11/6/25	Paid by EFT # 69557		11/25/2025	11/25/2025	12/05/2025		12/05/2025	120.00	
4474 - Ken's Westside Service & Towing, LLC	25-1112-108680	17-tow hook fee, mileage-Unit 1230-11/12/25	Paid by EFT # 69557		11/25/2025	11/25/2025	12/05/2025		12/05/2025	147.00	
4474 - Ken's Westside Service & Towing, LLC	25-1103-108404	17-tow/hook fee-Unit 444-11/3/25	Paid by EFT # 69557		11/25/2025	11/25/2025	12/05/2025		12/05/2025	325.00	
4474 - Ken's Westside Service & Towing, LLC	25-1110-108611	17-tow/hook fee-Unit 429-11/10/25	Paid by EFT # 69557		11/25/2025	11/25/2025	12/05/2025		12/05/2025	325.00	
4474 - Ken's Westside Service & Towing, LLC	25-1103-108406	17-tow/hook fee-Unit 8781-11/3/25	Paid by EFT # 69557		11/25/2025	11/25/2025	12/05/2025		12/05/2025	625.00	
54351 - Sternberg, INC	67757	17-#444 parts & labor to repair a no crank no start	Paid by EFT # 69645		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,934.50	
54351 - Sternberg, INC	67759	17-#692 parts & labor to replace failed radiator	Paid by EFT # 69645		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,571.50	
6476 - Samuel D Wray (Wray Automotive)	15035	17 - alignment for 828	Paid by EFT # 69684		11/25/2025	11/25/2025	12/05/2025		12/05/2025	140.00	
									Account 53620 - Motor Repairs Totals	Invoice Transactions 13	<u>\$5,723.19</u>
Account 53920 - Laundry and Other Sanitation Services											
19171 - Vestis Group, INC (FKA Aramark)	4080207041	17-uniform rental (minus payroll ded)-11/5/25	Paid by EFT # 69669		11/25/2025	11/25/2025	12/05/2025		12/05/2025	38.99	
19171 - Vestis Group, INC (FKA Aramark)	4080206113	17-uniform rental (minus payroll ded)-10/29/25	Paid by EFT # 69669		11/25/2025	11/25/2025	12/05/2025		12/05/2025	65.25	
19171 - Vestis Group, INC (FKA Aramark)	4080208019	17 - mat rentals and shop towels-11/12/2025	Paid by EFT # 69669		11/25/2025	11/25/2025	12/05/2025		12/05/2025	95.22	
19171 - Vestis Group, INC (FKA Aramark)	4080206114	17 - mat rentals and shop towels-10/29/2025	Paid by EFT # 69669		11/25/2025	11/25/2025	12/05/2025		12/05/2025	95.22	
19171 - Vestis Group, INC (FKA Aramark)	4080208018	17-uniform rental (minus payroll ded)-11/12/25	Paid by EFT # 69669		11/25/2025	11/25/2025	12/05/2025		12/05/2025	337.92	



Board of Public Works Claim Register

Invoice Date Range 11/22/25 - 12/05/25

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 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080207042	17 - mat rentals and shop towels - 11/05/2025	Paid by EFT # 69669		11/25/2025	11/25/2025	12/05/2025		12/05/2025	95.22
							Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions	6	\$727.82
							Program 170000 - Main Totals	Invoice Transactions	115	\$101,707.76
							Department 17 - Fleet Maintenance Totals	Invoice Transactions	115	\$101,707.76
							Fund 7702 - Fleet Maintenance Totals	Invoice Transactions	115	\$101,707.76
Fund 7704 - Self-Insurance										
Department 10 - Legal										
Program 100000 - Main										
Account 52430 - Uniforms and Tools										
8613 - Crane's Leather & Shoe Shop, INC	8647	10-Safety Shoes- R. Davis 10 D- 10/24/25	Paid by EFT # 69491		11/25/2025	11/25/2025	12/05/2025		12/05/2025	79.00
8613 - Crane's Leather & Shoe Shop, INC	8646	10-Safety Shoes- S. Gomez 7.5 M - 10/24/25	Paid by EFT # 69491		11/25/2025	11/25/2025	12/05/2025		12/05/2025	73.50
							Account 52430 - Uniforms and Tools Totals	Invoice Transactions	2	\$152.50
Account 53420 - Worker's Comp & Risk										
7792 - ONB Benefit Administration LLC (JWF Specialty)	BL111925	10-Workers Comp Payment 11/13/25-11/19/25	Paid by EFT # 69687		11/25/2025	11/25/2025	11/25/2025		11/25/2025	4,415.11
							Account 53420 - Worker's Comp & Risk Totals	Invoice Transactions	1	\$4,415.11
Account 53990 - Other Services and Charges										
204 - State Of Indiana	7497938	10-Drivers Licenses Inquires-10/31/25	Paid by Check # 80894		11/25/2025	11/25/2025	12/05/2025		12/05/2025	15.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions	1	\$15.00
							Program 100000 - Main Totals	Invoice Transactions	4	\$4,582.61
							Department 10 - Legal Totals	Invoice Transactions	4	\$4,582.61
							Fund 7704 - Self-Insurance Totals	Invoice Transactions	4	\$4,582.61
							Grand Totals	Invoice Transactions	371	\$2,087,115.30

REGISTER OF CLAIMS
Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/05/25	Claims				\$2,087,115.30
					<u>\$2,087,115.30</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$2,087,115.30

Dated this 2nd day of December 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 _____