

Board of Public Works Meeting

December 16, 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 16, 2025**

A meeting of the Board of Public Works will be held **Tuesday, December 16, 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/84095184884?pwd=vpxV6OEoGab6qxYdsaTKYWhi1Nw7ae.1>

Meeting ID: 840 9518 4884

Passcode: 352086

I. OPENING OF BIDS

1. **Kirkwood Bollard Footing Installation**
2. **Parking Services - Lot 1,3,5 Resurfacing and Striping Project**

II. MESSAGES FROM BOARD MEMBERS

III. APPEALS

1. **Noise Appeal - 2036 N. Walnut St. Apt. D-14**

IV. PETITIONS & REMONSTRANCES

V. CONSENT

1. **Minutes October 7, 2025**
2. **Minutes October 21, 2025**
3. **Resolution 2025-084 Bloom Pantry India N. Appz**
4. **Service Agreement with Laura Soto, DVM, CVA for In-Shelter Veterinary Services**
5. **2026 Centerstone Cooperative Agreement with City of Bloomington Parks and Recreation and City of Bloomington Public Works**
6. **Contract Amendment #1 for On-Call Geotechnical Engineering with Patriot Engineering**
7. **Extension of Permitted Alley Closure for Service Master at 205 E. Kirkwood**
8. **Sidewalk and Metered Parking Closure on S. Grant Street for F.A. Wilhelm**
9. **Payroll**

VI. NEW BUSINESS

1. **LPA Consulting Contract with HNTB Indiana, Inc. for Construction Engineering Services for High Street Intersection Modernizations and Multi-Use Path Project**
2. **Change Order Package #1 for Hopewell West for Crider & Crider**
3. **Contract with DC Construction Services Inc. for Jefferson Street Sidewalk Project**
4. **Contract with DC Construction Services Inc. For 2nd Street Curb Ramps (Lincoln to Park)**

5. Contract for Kirkwood Bollard Footing Installation (Contractor decided after Work Session)
6. Street and Sidewalk Closure at Intersection of 17th Street and N. Walnut Street for City of Bloomington Utilities
7. Closures Request and Noise Permit on S. College Avenue for Weddle Brothers at the Convention Center
8. Closure Schedule for AT&T Large Fiber Part 1
9. Closure Schedule for AT&T Large Fiber Part 2
10. Contract for Parking Lots 1,3, and 5 Resurfacing Project (Contractor decided after Work Session)
11. Amendment 1 to the Contract with Browning Chapman for Morton and Walnut Garages
12. Change Order 1 for Contract for Morton and Walnut Garages Project with Browning Chapman

VII. STAFF REPORTS & OTHER BUSINESS

VIII. APPROVAL OF CLAIMS

1. Approve Claims in the Amount of \$4,162,526.58.

IX. ADJOURNMENT

Members:

Kyla Cox Deckard, President	Appointed 01/02/2016 by the Mayor
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Board of Public Works Staff Report

Project/Event: Noise Appeal – 2036 N. Walnut Street
Citation Number: 42784
Representative(s): Enedina Kassamanian, Assistant City Attorney
Date: December 16, 2025
Re: Appeal of Noise Violation under Title 14 of the BMC
Location: 2036 N. Walnut, A# D-14, Bloomington, IN 47404

Attachments:

1. **Noise Citation issued on 11/07/2025**
2. **Request of Appeal**
3. **Notice of Meeting**

Report:

On November 7, 2025, around 2:30 in the afternoon, Noise Citation 42784 was issued to Evan Smith at 2036 N. Walnut St. A#D-14, Bloomington, Indiana 47404 by Officer(s) Cameron Wells and Jon Hoffmeister. Officers were attending a disturbance down the street when they were alerted to the noise. They then went to the door where the noise was coming from and identified Evan Smith through ID and confirmed that he lived there. The resident, Evan Smith admitted to the noise as he was trying to teach his Roommate how to DJ. Officers received the call from dispatch.

On November 14, 2025, Evan Smith requested an appeal.

A Notice of Meeting was sent to Evan Smith that the appeal would be heard at the December 2, 2025 Board of Public Works Meeting. Evan Smith requested an later date and was informed that the appeal would be heard on the new date of December 16, 2025

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 by Mr. Smith stated, “I was simply teaching my roommate how to DJ and because I make music I have nice speakers that sometimes get loud when you aren’t paying attention.” Mr. Smith allowed unreasonable noise to occur on his property in violation of BMC § 14.09.030 by failing to control the noise emanating from his apartment when teaching his roommate how to DJ.
4. On November 7, 2025, Bloomington Police Officer(s) Cameron Wells and Jon Hoffmeister were dispatched to the property located at 2036 N. Walnut, 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).
5. The citation was issued to Evan Smith (the “Occupant”), the occupant lived at the 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: Evan Smith Phone Number 314-677-0446

Citation Number: 42784 Date on Noise Citation: 11-07-2025
(Located in the top right hand corner of the citation)

Local Address:
2036 N Walnut St. A#D-14
Bloomington, IN, 47404

Permanent Address:
6 Brave Barn Ct, St. Charles, MO
63303

Today's Date: 11-14-2025

Reason for Appeal: I feel the violation is not warranted due to the fact that the officer on the scene who knocked on my door said, "We were only here to deal with a different matter a couple doors down. I was simply teaching my roommate how to DJ and because I make music I have nice speakers that sometimes can get loud when you aren't paying attention. Because of this, we warned our neighbors at the start of the year & told them to text if it was ever an issue. They happily agreed. I believe we were wrong to play loud music, but nobody was called to the scene or disturbed, plus it was just me & my roommate.
(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Noise citation and received the date of 12-16-2025
When the Board of Public Works will consider my appeal.

[Signature]
Signature

11-14-2025
Date

For use by Public Works:
Date Appeal Received: 11-14-2025 Received By: Miranda Kay Beaver
Date Appeal Forwarded to Legal Department: 11-14-2025 - Enequina Kassamanian
- Myrick Williams, BPD

 CAD Call: 02:33 11/07/2025 NOISE

When Reported: 02:33:05 11/07/2025 Address: 2036 N WALNUT ST; THE STATE BLOOMINGTON MAIN OFFICE; APT 14D BLOOMINGTON : Directions: Occurred between: 02:33:05 11/07/2025 and 02:33:05 11/07/2025 Contact: ██████████ Phone: ██████████	 Complainant Name: Address: Race: Sex: Phone: Birth Date:	Call ID: 251107026 Type: I Alarm #:																																																	
Other Information: <input checked="" type="checkbox"/>																																																			
Comments: <input checked="" type="checkbox"/> <p>02:34:40 11/07/2025 - MILLER A RECEIVED 2 SEPARATE CALLS FROM 2 DIFFERENT APARTMENTS ABOUT LOUD MUSIC BLARING FROM APT 36D 02:51:47 11/07/2025 - KING E 3RD CALLER - ██████████.....CP STATES ITS EITHER COMING FROM 36D.....BUT HER ROOMMATE THINKS THE NOISE IS COMING FROM 14D 03:21:52 11/07/2025 - CASE D Address change from 2036 N WALNUT ST; THE STATE BLOOMINGTON MAIN OFFICE; APT 36D to 2036 N WALNUT ST; THE STATE BLOOMINGTON MAIN OFFICE; APT 14D 03:22:02 11/07/2025 - HOFFMEISTER J 1 cited and 2 advieed</p>																																																			
Radio Logs: <input checked="" type="checkbox"/> <table border="1"> <thead> <tr> <th>When Reported</th> <th>Unit</th> <th>Ten Code</th> <th>Agency</th> <th>Zone</th> <th>Logged By</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>03:22:25 11/07/2025</td> <td>1450</td> <td>CE</td> <td>BPD</td> <td>LB2</td> <td>HOFFMEISTER J</td> <td>(MDC) Completed call incid#=B25-71386 call=25I</td> </tr> <tr> <td>03:21:09 11/07/2025</td> <td>1738</td> <td>CE</td> <td>BPD</td> <td>LB2</td> <td>WELLS C</td> <td>(MDC) Completed call incid#=B25-71386 call=25I</td> </tr> <tr> <td>03:11:25 11/07/2025</td> <td>1738</td> <td>AR</td> <td>BPD</td> <td>LB2</td> <td>WELLS C</td> <td>(MDC) Arrived on scene incid#=B25-71386 call=25I</td> </tr> <tr> <td>03:11:19 11/07/2025</td> <td>1450</td> <td>AR</td> <td>BPD</td> <td>LB2</td> <td>HOFFMEISTER J</td> <td>(MDC) Arrived on scene incid#=B25-71386 call=25I</td> </tr> <tr> <td>03:10:41 11/07/2025</td> <td>1738</td> <td>ENRT</td> <td>BPD</td> <td>LB2</td> <td>WELLS C</td> <td>(MDC) Assisting unit 1450 incid#=B25-71386 call=25I</td> </tr> <tr> <td>03:10:37 11/07/2025</td> <td>1450</td> <td>ER</td> <td>BPD</td> <td>LB2</td> <td>HOFFMEISTER J</td> <td>(MDC) Enroute to a call incid#=B25-71386 call=25I</td> </tr> </tbody> </table>			When Reported	Unit	Ten Code	Agency	Zone	Logged By	Description	03:22:25 11/07/2025	1450	CE	BPD	LB2	HOFFMEISTER J	(MDC) Completed call incid#=B25-71386 call=25I	03:21:09 11/07/2025	1738	CE	BPD	LB2	WELLS C	(MDC) Completed call incid#=B25-71386 call=25I	03:11:25 11/07/2025	1738	AR	BPD	LB2	WELLS C	(MDC) Arrived on scene incid#=B25-71386 call=25I	03:11:19 11/07/2025	1450	AR	BPD	LB2	HOFFMEISTER J	(MDC) Arrived on scene incid#=B25-71386 call=25I	03:10:41 11/07/2025	1738	ENRT	BPD	LB2	WELLS C	(MDC) Assisting unit 1450 incid#=B25-71386 call=25I	03:10:37 11/07/2025	1450	ER	BPD	LB2	HOFFMEISTER J	(MDC) Enroute to a call incid#=B25-71386 call=25I
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Involvements: <input checked="" type="checkbox"/> Law - 11/07/2025 - NOISE - Initiating Call																																																			

{ Refresh Data }



November 25, 2025

Evan Smith
2036 N. Walnut Street, Apt. D-14
Bloomington, IN 47404
314-677-0446

Dear Evan Smith,

The Board of Public Works received an appeal for Noise Citation 42784 issued by the Bloomington Police Department on November 07, 2025 at the residence of 2036 N. Walnut Street, Apt D-14.

The Board of Public Works will hold a meeting on Tuesday, December 16, 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 #42784 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

Enedina Kassamian, Assistant City Attorney

Join Zoom Meeting

<https://bloomington.zoom.us/j/84095184884?pwd=vpxV6OEoGab6qxYdsaTKYWhi1Nw7ae.1>

Meeting ID: 840 9518 4884

Passcode: 352086

MINUTES
BOARD OF PUBLIC WORKS
October 07, 2025

A Regular Meeting of the Board of Public Work was held on **Tuesday October 07, 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/82468959291?pwd=bgbtHBCv7QOtfJZrobW00tyVIIkLIW.1>

Meeting ID: 824 6895 9291 Passcode: 287131

Board Members Present:

Elizabeth Karon, Vice-President
James Roach, Secretary

City Employees Present:

Chris Smith, Public Works
April Rosenberger, Mayor
Enedina Kassamanian, Legal
Margie Rice, Legal
Taylor Heitink, Police
Chad Dorman, Police
Maria McCormick, Engineering

I. MESSAGES FROM BOARD MEMBERS

II. APPEALS (WILL BE HEARD AT MEETING)

1. Noise Appeal - 519 W. Hoosier Court Avenue

Enedina Kassamanian, Legal, asked if the Noise Appeal for 519 W. Hoosier Court Avenue could be presented second because the officer is on their way.

Taylor Heitink, Police, stated that Bloomington Police Dispatch received a noise complaint for the address and then three more before officers were able to respond. Roach asked if all three noise complaints were on the same evening or was it over a course of time. Heitink said it was all the same night. Karon stated the times of the noise complaint was 22:53, 22:56 and 23:03. Roach asked if Heitink personally witnessed excessive noise coming from the appellant's location and what the nature of the noise was. Heitink stated that was correct, it was a loud party and people were flowing into the street. Roach asked if there were other people cited the same evening at the same address and if there was something specific about the appellant's noise that came to her attention. Heitink stated that this was a normal instance of excessive noise and that BPD cites the resident who lives there and is responsible for the party. Karon asked if they cite leaseholder or any resident of the apartment. Heitink said BPD can cite anyone on the lease or claims residency. Karon confirmed with Heitink that the noise complaint was filed against just one person. The appellant, Carter Clay Smith and Anthony Escibedo pleaded their case. Karon asked who resides at the residence. Escibedo stated that he did. Karon asked Heitink to clarify where she heard the noise. Heitink said the noise was coming from the residence. Roach asked if there was burden of proof to in order to approve this. Kassamanian stated unreasonable noise is prohibited under code 14.09.03 and explained the statute. Margie Rice, Legal, added that code 14.09.03 B, states it's unlawful to allow any unlawful noise to be caused or made in or on personal property occupied or controlled by. Roach made a motion to deny noise appeal for 710 E. 1st Street. Karon seconded. Karon called roll, all in favor, motion passed.

2. Noise Appeal – 710 E. 1st Street

Chad Dorman, Police, stated that once the noise complaint was received, it took officers about forty three minutes to arrive. Music could be heard from the vehicle that was fifty to hundred yards away. Three people were outside and one of them resided there. Dorman informed the resident that officers were there due to a noise ordinance. Dorman gave her the citation and she asked for a warning. Dorman stated at this point it was some time after midnight and it was so loud, so a ticket was issued. Dorman explained what a noise ordinance was and how to appeal if she wished. Roach asked Dorman if he personally witnessed the excessive noise from this address. Dorman stated yes. Appellant, Surya Teja Mothukuri was present via zoom and pleaded

their case. Roach asked the appellant if they were one of the leaseholders at 519 West Hoosier Court and the person that took the responsibility. The appellant stated that person is a leaseholder and was in attendance at that location. Karon asked the appellant if the other person who is a leaseholder ever spoke to the officer. The appellant stated that she did not speak to the officer and she was an invited guest, not a leaseholder. Roach asked Dorman how many citations were issues that night. Dorman stated one. Roach asked if it is normal practice to give the leaseholder the citation or track down the person who is responsible. Dorman said they cite the person who is responsible at the residence. Karon asked Legal, if there are two parties there, one who is responsible indoors, one outdoors who claims isn't responsible for the noise who spoke to the officer, how that works. Margie Rice states it goes back to the control issue. That the leaseholder is in control of the property. That if they don't control the noise, an officer is called and it's an objective standard. Karon stated concern that the noise complaint was about inside the house and the other resident was outside the house and was ticketed. Rice said if the officer is hearing noise while approaching the house, the person outside the house can hear the noise and didn't stop it. If the appellant who received the ticket believes the other person is responsible, then they can get reimbursement. Roach made a motion to deny noise appeal for, 519 W. Hoosier Court Avenue. Karon seconded. Karon called roll, all in favor, motion is passed.

III. CONSENT AGENDA

- 1. Minutes from July 01, 2025**
- 2. Minutes from Special Meeting on July 14, 2025**
- 3. Resolution 2025-070 Mobile Vendor Blooming Thai On Wheels**
- 4. Resolution 2025-073 Holiday Market**
- 5. Resolution 2025-076 Polish American Heritage Month Celebration**
- 6. Resolution 2025-077 Bloomington Book Festival**
- 7. Public Improvement Acceptance for 1503 W. Arlington Road Subdivision**
- 8. Public Improvement Bond Reduction Ralston Drive Subdivision**
- 9. Memorandum of Understanding between Board of Public Works and Bloomington Transit for the W. 2nd Street Project**
- 10. Change Orders 2 and 3 for Longview Greenway Project**
- 11. Contract with E&B Paving LLC for Downtown Paving Project**
- 12. Contract with Accu Brine LLC for Salt Brine Machine Maintenance**
- 13. Service Agreement with Groomer Construction for Planter Box Repair at SE corner of Kirkwood and Washington**
- 14. Outdoor Lighting Service Agreement with Duke at W. Smith Ave. between S. Fairview St. and S. Jackson St.**
- 15. Outdoor Lighting Service Agreement with Duke at N. Orris Dr. between W. 11th St. and N. Monroe St.**
- 16. Outdoor Lighting Service Agreement with Duke at Various Locations from W. Smith Ave. to W. 17th St. and S. Euclid Ave. to S. Rogers St.**
- 17. Contract with E&B Paving LLC for Union Street Raised Crosswalk**
- 18. Payroll**

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

IV. NEW BUSINESS

1. Proposed Lighting Plan & Encroachments for the Bloomington Convention Center

Maria McCormick, Engineering, presented Proposed Lighting Plan & Encroachments for the Bloomington Convention Center for approval. The Bloomington Convention Center is requesting preliminary approval for the encroachment into the ROW of 3 street lights along the 200 block of E. 3rd St. There will be 2 lights along the north side of the road and 1 on the south side. These new lights are required to provide roadway lighting that was lost with the removal of 3 light posts due to demolition at the site. These lights will be paid for and maintained by the CIB. A formal encroachment agreement will be completed when construction is complete. Roach asked if there will be another encroachment agreement. McCormick stated that this just gives verbal approval and will accept the encroachment agreement later on. Roach asked why there isn't an encroachment agreement now. McCormick stated that a formal encroachment agreement goes in to place only when the items are complete. That way Staff knows that it is built the way it was promised These will be privately owned and maintained. Roach made a motion to approve Proposed Lighting Plan & Encroachments for the Bloomington Convention Center. Karon seconded. Karon called roll, all in favor, motion is passed.

2. Road Closure and Noise Permit for Night Work for Baxter Village Subdivision

Maria McCormick, Engineering, presented Road Closure and Noise Permit for Night Work for Baxter Village Subdivision for approval. Authentic Homes is requesting a road closure on E. Moores Pk. between Smith Road and SR 446 as part of the Baxter Village located at 4415 E. Moores Pk. This request is to accommodate utility work for the new subdivision. The traffic control would be in place from October 14th, 2025 through October 20th, 2025. The posted detour would utilize SR 446, E. 3rd/SR 46, and Smith Road. The rest of the work will be done during the day to limit the impacts on this well-traveled road. McCormick acknowledged that in the work session the Board asked that the notification go out to the neighborhoods. Staff informed the contractor that the permit will not be issued until confirmation that the neighbors have been notified is received. Joe Davis approached the podium and asked if Staff could reiterate what the potential negative impacts of this decision might be so the public would be aware. McCormick recapped what was on the staff report but added that the closures during MCCSC days, when school is in session, that there are no detours because this particular closure goes up to 3rd Street. This is the reason for the night permit. There are two houses that are adjacent to this subdivision. The adjacent houses, the neighborhood and to the north will be notified. Work will be done over fall break to limit impacts to MCCSC. Roach suggested that they do more than just notify the adjacent houses and knock on the door to have a face to face notification as well as written. McCormick agreed. Roach made a motion to approve Road closure and Noise Permit for Night Work for Baxter Village Subdivision. Karon seconded. Karon called roll, all in favor, motion passed.

3. Sidewalk Closure for Building Associates at Winston Thomas Fire Training Center

Maria McCormick, Engineering, presented Sidewalk Closure for Building Associates at Winston Thomas Fire Training Center. Building Associates is requesting a pedestrian diversion and closure of the west sidewalk along S. Walnut Street as part of the Winston Thomas Fire Training Logistics Station project located at 3812 S. Walnut Street. A 1–2 day closure will be required to tie in the existing sidewalk to the new sidewalk. Once the pedestrian diversion is in place, the existing sidewalk will be removed to facilitate utility work. The traffic control plan will be in effect from October 13, 2025, through December 1, 2025. During this period, pedestrian access will be maintained via the new sidewalk section. Building Associates has supplied maintenance-of-traffic plans for all work. Roach made a motion to approve Sidewalk Closure for Building Associates at Winston Thomas Fire Training Center. Karon seconded. Karon called roll, all in favor, motion passed.

V. STAFF REPORTS & OTHER BUSINESS

1. Staff Report for the Liberty and Constitution Transfer

Maria McCormick from Engineering stated in 2024 the City did an MOU with Monroe County regarding the Monroe County Karst Farm Greenway Project connector where parts of the City’s right-of-way were transferred to the County. This allowed the County to build out infrastructure for the project to be completed. The City will be taking back the right-of-way on Liberty Drive and Constitution Ave. Everything has been inspected and it meets the City’s requirements. Roach was clarifying that the City didn’t transfer right-of-way, the City just transferred the maintenance responsibility. McCormick stated that is correct, ownership was always the City’s right-of-way. Roach explained Building Associates was constructing in the City’s right-of-way is because the MPO granted funding was to the County for the project as a whole, including the parts in city limits.

VI. APPROVAL OF CLAIMS

Roach made a motion to approve the Claims in the amount of \$1,773,561.78. Karon seconded. Karon called roll, all in favor, motion passed.

VII. ADJOURNMENT

Karon called for adjournment at 6:15pm.

Accepted By:

Elizabeth Karon, Vice President

Attest to: _____

James Roach, Secretary

Date: _____

MINUTES
BOARD OF PUBLIC WORKS
October 21, 2025

A Regular Meeting of the Board of Public Work was held on **Tuesday October 21, 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/83691915359?pwd=62HJ3yaBHulq0HzqOxiHT9X8FJXcAV.1>

Meeting ID: 836 9191 5359

Passcode: 220058

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
Taylor Brown, Legal
Steve Tamewitz, Housing and Neighborhood Development (HAND)
Zach Bell, Engineering

I. MESSAGES FROM BOARD MEMBERS

II. APPEALS

1. Title VI Excessive Growth Appeal – 1901 E. Viva Drive

Taylor Brown, Legal stated a notice of violation to 1901 E. Viva Drive was issued from neighborhood compliance officers. This was in response to an initial complaint of overgrowth reported on U-Report. Pictures were provided on August 26, 2025 through the U-Report. No fine was issued at that time. Just a warning. On September 18, 2025 the second notice of violation was issued because the violation had not been corrected. A \$50 citation was issued. The appellant, Natalie Bainter, presented her case. Roach asked for the appellant’s testimony, that on the dates of August 26th and September 18th that their grass was or was not taller than eight inches. Bainter said that on August 26th she believed it was a different violation and thought the violation was about the landscaping and the grass obscuring the yield sign on the corner. They had someone cone and clear the overgrowth at the yield sign. Roach asked what about September 18th. Bainter stated that yes her grass was long. Karon asked if there has been the same complaints over past summers for that address. Bainter said she didn’t know about past years and this is the first time talking to the officer. Cox Deckard asked Brown if in the paperwork that was given on August 26th, did it include the same information requesting that the grass be cut. Brown stated yes, it included the same violation code for excessive growth. Cox Deckard wanted to see the actual notice of violation from August. Cox Deckard stated that on the carbon copy for September 18th there are comments that stated grass over eight inches, please mow. Steve Tamewitz, HAND wrote the initial ticket. The fire hydrant was covered with grass and the yield sign was obscured from the first one, but this ticket was issued due to the violation of overgrowth. Tamewitz noted that on the ticket, please mow yard was written. Karon made a motion to deny the Appeal for Title VI Excessive Growth at 1901 E. Viva Drive. Roach seconded. Cox Deckard called roll, all in favor, motion is passed.

III. PETITIONS AND REMONSTRANCES

IV. CONSENT AGENDA

1. Minutes July 15, 2025
2. Minutes July 29, 2025
3. Resolution 2025-078 BD Disposal of Lead & Brass
4. 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.

V. NEW BUSINESS

1. **Alley Closure on E. Kirkwood Avenue**

Zach Bell, Engineering, presented Alley Closure on E. Kirkwood Avenue for approval. Wells Masonry Restoration is requesting

an extension of a previously permitted alley closure at 205 E. Kirkwood Ave. This request is to accommodate boom lifts performing masonry work. The traffic control would be in place from 10/21/25 through 11/07/25, for a total of four weeks of closure. Keith Roberts of Wells Masonry has supplied maintenance of traffic plans for all work and has notified adjacent property owners about the BPW meeting and the intended scope of their work. Karon made a motion to approve Alley Closure on E. Kirkwood Avenue. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

2. Contract with E&B Paving for Sidewalk Repair Project – Kirkwood Avenue and Grant Street

Miranda Beaver, Public Works, on the behalf of Joe VanDeventer, Street, presented Contract with E&B Paving for Sidewalk Repair Project – Kirkwood Avenue and Grant Street for approval. This is to award a contract for the Sidewalk Repair Project at Kirkwood Ave & Grant St (Northwest Corner) to E&B Paving, LLC. This project includes removal and replacement of concrete sidewalk & curb, removal and replacement of tree grates & frames (provided by City), reset & relocate parking meters, adjust casting to grade, reset benches and bike racks, reset delineators & signs per instructions. Sealed quotes were opened on October 6, 2025, and E&B Paving, LLC was determined to be the lowest responsive and responsible bidder with a total bid of \$ 92,222.00. Staff anticipate that this project will significantly improve pedestrian safety in the downtown area. Construction timelines and public notices will be coordinated to ensure residents and businesses are informed throughout the process in 2025. Karon made a motion to approve Contract with E&B Paving for Sidewalk Repair Project – Kirkwood Avenue and Grant Street. Roach seconded. Cox Deckard, called roll, all in favor, motion passed.

3. Service Agreement with Groomer Construction for Planter Box Repair at SW Corner of Kirkwood Avenue and Grant Street

Adam Wason, Public Works, on the behalf of Joe VanDeventer, Street, presented Service Agreement with Groomer Construction for Planter Box Repair at SW Corner of Kirkwood Avenue and Grant Street for approval. The planter box on the southwest corner of Kirkwood & Grant has deterioration, poses safety concerns and detracts from the aesthetic of the area. Groomer Construction, Inc. will furnish all material and provide all labor necessary to complete this work. Goomer will remove & replace existing stone, labor to repair existing planter box, reset top and re-tuck point. This amount is to not exceed \$1,600. Cox Deckard reiterated that they had talked in the work session about Groomer Construction having done repairs in the past on these planter boxes. Roach asked if their might be anything that can be done to prevent this in the future. Wason stated that there will be future conversations with Parks about the planters along Kirkwood and throughout downtown. How they are maintained and managed will be discussed to find prevention methods for being hit accidentally. Karon made a motion to approve Service Agreement with Groomer Construction for Planter Box Repair at SW Corner of Kirkwood Avenue and Grant Street. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

Karon made a motion to approve the Claims in the amount of \$1,511,280.58. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

VIII. ADJOURNMENT

Cox Deckard called for adjournment at 5:50 pm.

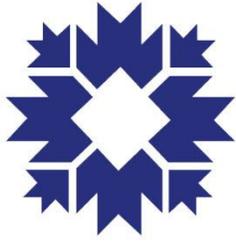
Accepted By:

Kyla Cox Deckard, President

James Roach, Secretary

Elizabeth Karon, Vice President

Attest to: _____ Date: _____



**CITY OF
BLOOMINGTON**
ECONOMIC AND SUSTAINABLE DEVELOPMENT

Project/Event: Mobile Vendor in Right of Way
PW Resolution No: 2025-084
Petitioner/Representative: Sahil Chaudhary, Owner of Bloom Pantry Investments, Inc.
d/b/a Bloom Pantry India N Appz
Staff Representative: Susan Coates
Meeting Date: 12/16/2025

Bloom Pantry Investments, Inc.

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

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

This application is for 1 year.

Staff is supportive of the request.

RESOLUTION 2025-084
CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
Mobile Vendor in Public Right of Way
BLOOM PANTRY INVESTMENTS, INC.
D/B/A BLOOM PANTRY INDIA N APPZ

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, Bloom Pantry Investments, Inc. d/b/a Bloom Pantry India N Appz (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen, food truck or trailer for 1 year beginning 12/16/2025, and ending on 12/16/2026.

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 16th 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 2025-084 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Signed by:

DC47489E0AD1460...

Sahil Chaudhary

Date: 12/8/2025



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 #: BL2025-000014
Application Date: 11/17/2025

Application For Mobile Vendor License To The Board of Public Works

Applicant, Owner

Sahil Chaudhary
1320 E 3rd St
Bloomington IN 47401

Business Name: bloom pantry
DBA: bloom pantry india n appz

Overview

License Classification:	Mobile Vendor
Products to be Sold:	food trailer. trailer will be parked in our own parking lot. its a convenient store and parking is available on our site
License Length:	1 Year - \$350
Planned hours of operation:	12 pm to 10 pm
Place or places where you will conduct business (If private property, attach written permission from property owner):	1320 e 3rd st Bloomington IN 47401. this is our own business. its a convenient store, we will use this parking
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/state laws:

- 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.

Sahil Chaudhary
November 17, 2025

A handwritten signature in black ink that reads "sahil chaudhary". The signature is written in a cursive, lowercase style. To the left of the first few letters, there is a faint, light grey watermark or logo that appears to be a stylized 'X' or a similar symbol. The signature is positioned above a horizontal line.



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: SAHIL CHAUDHARY
DOB: 07/01/1989
STATUS: VALID as of 11/15/2025
NUMBER of DOCUMENTS: 1

I, Loretta Robinson, 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 15th of November, 2025.

Loretta Robinson, 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 11/15/2025 2:34 pm

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

SAHIL CHAUDHARY
3042 N RUFFYS WAY
BLOOMINGTON, IN 47404-1413

License number: 9370-80-4647
License type: DRIVERS
License expires: 07/01/2028
License status: VALID
SR22: Not needed

Birth date: 07/01/1989 Gender: MALE

Current points: 0
Social Security #:

Physical Description: Height: 5'5" Weight: 170lbs Hair color: BROWN Eye color: BROWN Donor: N

Endorsements: None

Pending Endorsements: None

Restrictions: None

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)

No Convictions were found.

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
3	07/20/2022	3042 N RUFFYS WAY	BLOOMINGTON	IN	47404-1413
2	06/15/2022	3042 N RUFFYS WAY	BLOOMINGTON	IN	47404-1413
1	10/04/2021	607 N WOODBRIDGE DR	BLOOMINGTON	IN	47408-2769

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
3	07/20/2022	3042 N RUFFYS WAY	BLOOMINGTON	IN	47404-1413
1	10/04/2021	607 N WOODBRIDGE DR	BLOOMINGTON	IN	47408-2769

Credential Issuance

Interim Credential Issue Date: 7/20/2022, Expiration Date: 8/19/2022, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 20487530

Issue Date: 07/20/2022, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 07/01/2028

Interim Credential Issue Date: 3/17/2022, Expiration Date: 4/16/2022, Reason: NEW ISSUE DL, OUT-OF-STATE, Control #: 19820708

Interim Credential Issue Date: 3/17/2022, Expiration Date: 4/16/2022, Reason: NEW ISSUE DL, OUT-OF-STATE, Control #: 19820710

Issue Date: 03/17/2022, Issue Drivers, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 07/01/2028

Remarks

No Remarks were found.

* End of Driver Record *

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION SOUTHERN AUTO MOTIVE
 INSPECTOR'S NAME GARY SWAN INSPECTOR'S PHONE # 812-961-8887
 DATE OF INSPECTION 11/25/2025
 NAME OF VENDOR BLOOM PANTRY
 VEHICLE YEAR 2013 MAKE QUA MODEL _____
 VIN 1Z9Z1EE29D1422016

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>REAR ONLY</u>
FLASHERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>11</u>
REFLECTORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
HORN	<input type="checkbox"/>	<input type="checkbox"/>	
WINDSHIELD WIPERS	<input type="checkbox"/>	<input type="checkbox"/>	
MIRRORS	<input type="checkbox"/>	<input type="checkbox"/>	
SEATBELTS	<input type="checkbox"/>	<input type="checkbox"/>	
BUMPER HEIGHT	<u>18 Inches</u>	<input type="checkbox"/>	
ALL WINDOWS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MUFFLER	<input type="checkbox"/>	<input type="checkbox"/>	
TIRES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BRAKES	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
DOORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
GENERAL CONDITION OF VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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 SOUTHERN AUTO MOTIVE
INSPECTOR'S NAME CARY SENNA INSPECTOR'S PHONE # 812-961-8887
DATE OF INSPECTION 11/25/2025
NAME OF VENDOR BLOOM PANTRY
VEHICLE YEAR 2023 MAKE CHEVROLET TRU MODEL SUBURBAN
VIN 1GNSK9K24PR235498

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
FLASHERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
REFLECTORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
HORN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WINDSHIELD WIPERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MIRRORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
SEATBELTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BUMPER HEIGHT	<u>14 inches</u>	<input type="checkbox"/>	
ALL WINDOWS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MUFFLER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
TIRES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BRAKES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DOORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
GENERAL CONDITION OF VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/26/2025

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

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

PRODUCER JMS Insurance Inc. 300 Michigan Street Walkerton, IN 46574	CONTACT NAME: Curtis A. Fey, Agent PHONE (A/C. No. Ext): (574) 291-5538 E-MAIL ADDRESS: curt@alldencorp.biz	FAX (A/C. No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Bloom Pantry Investments LLC Expo Indiana Investments LLC 1320 E 3rd St Bloomington, IN 474013778	INSURER A : Auto-Owners Insurance Co.		18988
	INSURER B : General Star Indemnity Company		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			53-283845-01	5/22/2025	5/22/2026	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300000
							MED EXP (Any one person)	\$ 100,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$,400,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5625529300	10/07/2025	10/07/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			5328384502	5/22/2025	5/22/2026	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y / N <input type="checkbox"/> N / A			A106668145	5/22/2025	5/22/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 500,000 \$ 500,000 \$ 500,000
A	LIQUOR LIABILITY			09283845	5/22/2025	5/22/2026	Ea Common Cause Aggregate Limit	\$1,000,000 \$2,000,000

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

B Excess Liability Policy IXG682815 5/28/2025 5/28/2026 Aggregate Limit \$5,000,000

2013 QUA - FOOD TRAILER 1Z9Z1EE29D1422016
 2023 CHEV - SUBURBAN 1GNSKGL4PR235498

CERTIFICATE HOLDER**CANCELLATION**

City of Bloomington
 401 N Morton St
 Bloomington, IN 47401

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

AUTHORIZED REPRESENTATIVE

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BUSINESS INFORMATION
DIEGO MORALES
INDIANA SECRETARY OF STATE
12/05/2025 03:37 PM

Business Details

Business Name: **BLOOM PANTRY INVESTMENT INC** Business ID: **202502101863065**
Entity Type: **Domestic For-Profit Corporation** Business Status: **Active**
Creation Date: **02/10/2025** Inactive Date:
Principal Office Address: **1320 E 3rd St, bloomington, IN, 47401, USA** Expiration Date: **Perpetual**
Jurisdiction of Formation: **Indiana** Business Entity Report Due Date: **02/28/2027**
Years Due:

Governing Person Information

Title	Name	Address
President	Tanishq Khanna	3231 S Parnel Court, Bloomington, IN, 47404, USA
Vice President	Harjit S Chaudhary	3231 S Parnel Court, Bloomington, IN, 47403, USA
Member	Sahil Chaudhary	3042 N Ruffys Way, Bloomington, IN, 47404, USA

Incorporators Information

Name	Title	Address
Tanishq Khanna	Incorporator	3231 S Parnel Court, Bloomington, IN, 47404, USA
Harjit S Chaudhary	Incorporator	3231 S Parnel Court, Bloomington, IN, 47403, USA

Registered Agent Information

Type: **Individual**
Name: **Tanishq Khanna**
Address: **3231 S Parnel Court, Bloomington, IN, 47404, USA**

Date of this notice: 02-12-2025

Employer Identification Number:
33-3397685

Form: SS-4

Number of this notice: CP 575 A

BLOOM PANTRY INVESTMENT INC
1320 E 3RD ST
BLOOMINGTON, IN 47401

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 33-3397685. 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.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	04/30/2025
Form 940	01/31/2026
Form 1120	04/15/2026

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

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 BLOO. 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	Effective Date Range	Expiration Date
BFD-2025-0000123	11/17/2025 - 11/17/2026	11/17/2026

Business Name

Bloom Pantry

Billing Address

2361 W RAPPEL AVE 1320 E 3RD ST
BLOOMINGTON INDIANA 47401,
BLOOMINGTON, IN, 47404

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

Sahil Chaudhary
Business Owner
(516) 430-2256
Bloompantry1320@gmail.com

Permit Signatures

Inspector Permit Signature

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

Bloom

INDIA N APPZ!

Menu

MAIN COURSE	
Chicken with Rice / Salad	\$12.99
Panier Tikka with Rice/Salad	\$12.99
Channa Masala with Rice/Salad	\$12.99
Shami Kebab with Rice/Salad	\$12.99
Chicken Fried Rice	\$12.99
Vegetables Fried Rice	\$12.99
Egg Fried Rice	\$12.99

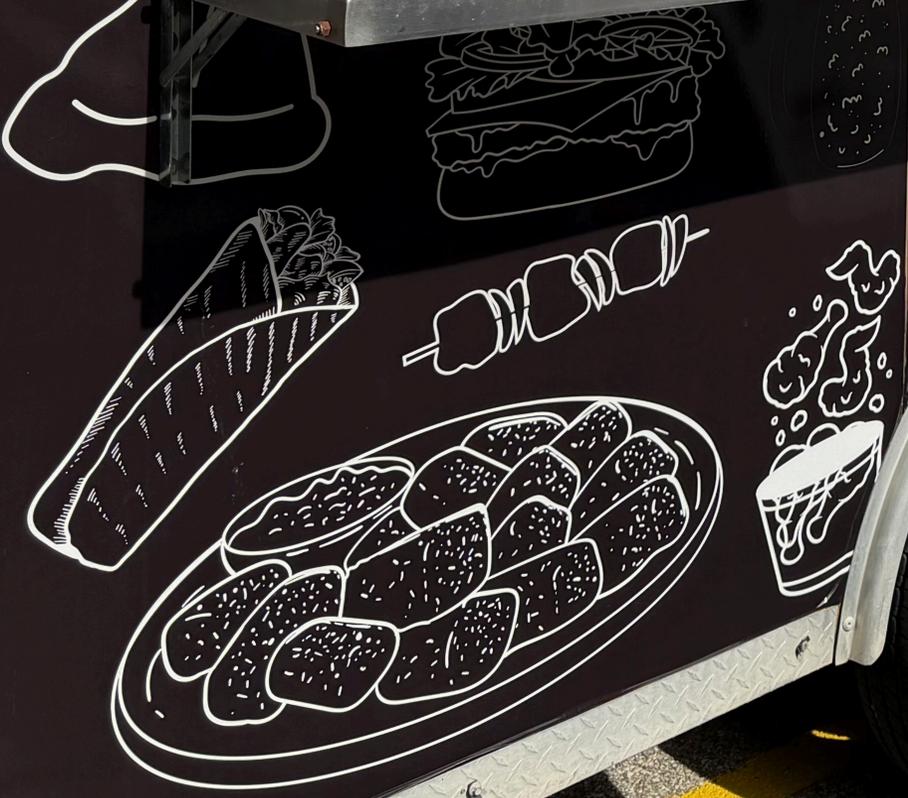
APPZ	
Samosa	\$1.99
Alao Tikki	\$1.99
Panier Pokara	\$1.99
Chicken Wings (6pc)	\$7.49
Jalapeno Poppers	\$3.99

BEVERAGES	
Mango Lassi	\$4.99
Chai	\$1.99
Soda	\$1.49
Water	\$1.49

SPICY APPZ WITH CHICKPEAS	
Samosa Choat	\$8.99
Alao Tikki Choat	\$8.99

KATHI ROLLS	
Chicken Kathi Roll	\$7.99
Shami (Lamb) Kebab	\$8.99
Channa Masala	\$8.99
Panier Tikka	\$7.99
Egg Roll	\$7.99

INDIAN STREET BURGERS	
Alao Tikki Burger	\$4.99
Chicken Burger	\$5.99
Panier Tikki Burger	\$5.99



JORDAN SQUARE

Bloom

INDIA N APPZ!

INDIANA
PT939AFM
TRALES 1992

Bloom
INDIA N





REGISTERED RETAIL MERCHANT CERTIFICATE

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

BLOOM PANTRY INVESTMENT INC
1320 E 3RD ST
BLOOMINGTON IN 47401-3778

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

FEIN 33-3397685
LOC ID 8000887571-001
ISSUED **February 13, 2025**
EXPIRES **March 01, 2027**

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



BLOOM PANTRY INVESTMENT INC
3231 S PARNEL CT
BLOOMINGTON IN 47403-4596

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

CERTIFICATE

of

COMPLETION

Sahil Chaudhary

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

Food Protection Manager

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

Certificate Number : 4962418

Completed Date : 2025-5-24

Expired Date : 2030-5-24

Learner reference : 343368

Proctor Name : Eric Gutierrez

Exam Form Number : 98

Exam Location : Torrance, CA



The Always Food Safe Company
899 Montreal Circle, St. Paul, 55102
www.alwaysfoodsafecompany.com



#1203



Nick Eastwood
President
The Always Food Safe Company

A handwritten signature in black ink, appearing to read 'Nick Eastwood', is written over a white background.



Board of Public Works Staff Report

Project/Event: In- Shelter Veterinary Services
Petitioner/Representative: Public Works, Animal Care and Control Division
Staff Representative: Virgil Sauder, Director of Animal Care and Control
Date of Board Meeting: December 16, 2025

Report:

The Animal Care and Control Division of Public Works is seeking to contract veterinary services with Dr. Laura Soto, DVM, CVA. The veterinary services will take place within the Animal Shelter to reduce staff time and animal stress associated with transporting animals to community veterinary partners. Services may include general wellness exams, diagnostics, as well as triaging more emergent needs. The veterinarian will also provide continuing education for animal care staff. Expected time at shelter to be on average 2 hours per week with a not to exceed amount of \$12,000.



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham, City Attorney
FROM: Virgil Sauder, Director of Animal Care and Control
DATE: 9/11/2025
RE: Contract for In-shelter veterinary services

Contract Recipient/Vendor Name:	Monroe County Humane Association
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Virgil Sauder
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	10/1/2035
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-495
Due Date For Signature:	12/16/2025
Expiration Date of Contract:	9/20/2025
Renewal Date for Contract:	8/01/2025
Total Dollar Amount of Contract:	\$12,000
Funding Source:	General Fund
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Y
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:

This contract is for in-shelter veterinary services provided by Laura Soto DVM, CVA. The team will provide 1-3 hours a week of medical evaluations for shelter animal and staff trainings on medical treatments for a 12 month period. The contract carries a not to exceed clause of \$12,000.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington Public Works Department, by its Board of Public Works (the “City”), and the Laura Soto, DVM, CVA (“Contractor”), (collectively the “Parties”).

1. **Scope of Services.** Contractor shall provide the Services for the City as outlined in **Exhibit “A”**. Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.

2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the 20th day of September, 2026.
 - c. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, either party may terminate or suspend performance of this Agreement at any time upon forty-five (45) days’ written notice to the other party. City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart of this Agreement, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.

3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Twelve Thousand (\$12,000.00) Dollars. Contractor may submit ongoing detailed invoices for services already performed to the City on an ongoing basis, provided that they do not exceed \$12,000. The invoice shall be sent to: Animal Care and Control, City of Bloomington, 3410 S Walnut St., Bloomington, Indiana 47401. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in Exhibit “A”, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor’s work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.

Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

5. **Responsibilities of the City.** The Department shall provide all necessary information regarding 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 designated in the Notices section below shall act on its behalf with respect to this Agreement.
6. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
7. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit "B"**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
8. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Contractor has represented will be responsible herein. Contractor agrees that the work to be done pursuant to this Agreement shall be performed solely by the principal personnel described in **Exhibit "C"**. Contractor shall not assign to any of Contractor's other personnel, subcontractors or agents any part of the Services without the prior written consent of the City. The City reserves the right to reject any of Contractor's other personnel, sub-contractors or agents, and the City reserves the right to request that acceptable replacement personnel, sub-contractors or agents be assigned to the project.
9. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.
10. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.
11. **Indemnification.** Contractor shall indemnify and hold harmless the City of Bloomington, its directors, officers, agents and employees for all damages, losses, costs, expenses, or other liability, including reasonable attorney's fees and defense costs, ("damages and losses") arising

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

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, losses, liabilities, costs, and expenses or other liability including cybercrime (which shall include, but is not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities) perpetrated by or attributable to Contractor, its employees, Contractors or agents, (regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent) arising out of or related to this Agreement, or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent Contractors directly responsible to it (collectively "Claims"). Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

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

12. **Cost Estimates.** Any estimates of construction cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor nor the City has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Contractor cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to the Agreement.
13. **Insurance.** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:
 - a. Veterinary Professional Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$3,000,000 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.

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

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

14. **Conflict of Interest.** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.
15. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
16. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
17. **Assignment.** Neither the City nor the Contractor may assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

- 18. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
- 19. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.
- 20. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent Contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.
- 21. Compliance with Laws.** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
- 22. E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit "D"**. Contractor shall maintain on file all sub-contractors' e-verify certifications throughout the term of this Agreement.
- 23. Non-Collusion.** Contractor affirms under penalties for perjury that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.
- 24. Notices.** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

TO CITY:

TO Contractor:

City of Bloomington	
Attn: Virgil Sauder , Director of Animal Care and Control	Laura Soto, DVM, CVA

3410 S Walnut St	3522 N Stoneycress Rd
Bloomington, IN 47401	Bloomington, IN 47404

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

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

- a. This Agreement
- b. All Exhibits.
- c. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of City and Contractor, the document expressing the greater quantity, quality or imposing the greater obligation upon Contractor and affording the greater right or remedy to City shall govern; otherwise the documents shall be given precedence in the order enumerated above. This Agreement may be modified only by a written amendment signed by both parties hereto.

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

27. Modifications of Contract. The Parties may renew, extend, or amend the Agreement prior to its expiration. Any such modification must be reduced to writing and fully executed.

[Signatures are on the following page.]

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

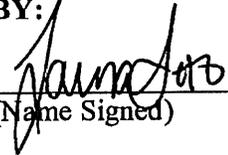
CITY OF BLOOMINGTON
BY:

_____, Chair Board DATED

_____, Director DATED

Margie Rice, Corporation Counsel DATED
City of Bloomington

Laura Soto, DVM, CVA
BY:

 11/24/25

(Name Signed) DATED

Laura Soto

(Name Printed)

(Title)

EXHIBIT "A"

SCOPE OF WORK

The Services shall include the following:

The Contractor will provide routine and emergent veterinary services, prompt triage and stabilization for animals under the care of BACC one to two days per week for a total of two or three hours, on a pre-determined schedule. Evaluations and treatment to take place at BACC. This may include general wellness exams, diagnostics, as well as minor procedures. Diagnostics includes, but is not limited to, blood work and urinalysis. "Minor procedures" includes, but is not limited to, minor wounds, cleaning of infected ears or eyes, administration of medications and fluids, skin scrapings, basic grooming and vaccine administration.

The scope of care in lifesaving situations shall be limited to life saving measures for the purpose of stabilizing a pet to provide an owner the opportunity to recover the animal and/or to relieve the animal from suffering or pain.

The work performed must be by adequately trained and licensed professionals, including those with a degree in veterinary medicine, where such training and education is required. The Contractor must be licensed to perform services required by this Contract and authorized to perform veterinary medicine in the State of Indiana.

The Contractor shall keep up to date with best practices for Shelter Veterinary services. The Contractor shall maintain accurate and thorough records for each animal treated in shelter provided software, in accordance with the requirements set forth by the Indiana State Board of Veterinary Medical Examiners.

The Contractor will work alongside the Shelter Manager, utilizing best practices in Shelter Medicine, to develop, adjust and maintain medical policies and procedures for Animal Shelter functions. This will include being listed as the Veterinarian on record with suppliers to purchase medications, vaccines, and veterinary items that are needed for shelter treatment procedures. Medications outside of normal operating procedures will only be purchased after consultation with the contractor or the prescribing veterinarian.

Provide training to Bloomington Animal Care and Control staff on topics such as emergency care, in addition to other topics decided by both the Shelter Manager and Contractor, both in the course of duties and in larger group settings as agreed upon by both parties.

The City reserves the right to obtain treatment for animals at a clinic of their choosing when the Contractor is not present to perform the needed work or when specialized tools are needed.

All treatments and surgeries provided under this Contract must be approved by the designated BACC representative.

The contractor must provide a schedule of availability to provide veterinary services within normal shelter operational hours of 9am-4pm Monday through Saturday.

BACC shall provide IDEXX testing, test kits, microscopes, slides, medication and other basic supplies necessary to align with treatment.

All final euthanasia decisions will be made by the Shelter Manager or Director. Controlled substances for this and any other shelter uses that arise will be purchased through BACC's DEA license for this purpose.

EXHIBIT "B"

PROJECT SCHEDULE

Bloomington Animal Care and Control and Laura Soto, DVM, CVA, will collaborate monthly to establish the schedule for the upcoming month's weekly consultations and mentoring sessions.

EXHIBIT "C"

IDENTITY OF CONTRACTOR

Work will be performed by Laura Soto, DVM, CVA.

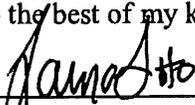
EXHIBIT "D"

**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

Laura Soto

Printed name

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.

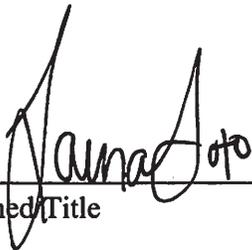
I, Laura Soto [Contractor], certify that _____ [name of company] is in compliance with the contract requirements listed below:

- 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

11/24/25

EXHIBIT "D"

**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
Laura Soto

Printed name



Board of Public Works Staff Report

Project: 2026 Centerstone Agreement for Brighten Bloomington Program

Staff Representative: Cassie Werne, Special Projects & Operations Manager

Date of Board Meeting: Tuesday, December 16, 2025

Report:

The purpose of this 2026 Cooperative Services Agreement is to outline the City of Bloomington's program partnership with Centerstone of Indiana, Inc. and build upon previous years' success.

Brighten Bloomington is a supported employment program designed to provide a low-to no-barrier work experience for people throughout the City who are experiencing homelessness, mental health, and substance use concerns while also providing and connecting participants to supportive services. Brighten Bloomington crews are supervised by Centerstone staff and provide critical maintenance and upkeep throughout public rights-of-way and Parks. The 2026 Scope of Work includes custodial services for park restrooms, trash removal, curb and sidewalk clean up, vegetation and weed removal, tree trimming, curb painting, graffiti removal, storm drain clearing, and snow and ice removal.

Through Brighten Bloomington, 117 individuals have been employed since 2017. 71 employees that were homeless or in transitional housing when they began the program were successfully housed. 90 employees have maintained permanent housing.

Through Brighten Bloomington, over 100,000 pounds of debris have been collected from the City public rights-of-way and Parks (including trash and vegetation), over 78,000 feet of curb have been painted, thousands of storm drains cleared, and hundreds of graffiti incidents removed.

Board of Public Works
Staff Report



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham
FROM: Cassie Werne
DATE: Tuesday, December 16, 2025
RE: Centerstone Brighten Bloomington – 2026 Partnership Agreement

Contract Recipient/Vendor Name:	Centerstone
Department Head Initials of Approval:	AW & TS
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Cassie Werne, Special Projects & Ops Mgr
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham and Aleks Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2037
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-1103
Due Date For Signature:	December 12, 2025
Expiration Date of Contract:	December 31, 2026
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$381,000 (DPW) \$147,000 (Parks) \$538,000 (total)
Funding Source:	Parks – 2204-18-189000-53990 2204-18-189006-53990 DPW - 2209-19-190000-53990
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes, complete
Contractor Compliance Affidavit (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	In process along with COI
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A

Summary of Contract: Partnership agreement with Centerstone for Brighten Bloomington program.

**CITY OF BLOOMINGTON
COOPERATION SERVICES AGREEMENT
WITH CENTERSTONE OF INDIANA, INC.**

This Agreement is made and entered into by and between the City of Bloomington Department of Public Works and the Parks and Recreation Department (“COB”), and Centerstone of Indiana, Inc. (“CS”).

WHEREAS, COB and CS (“the Parties”) desire to cooperate as part of an employment program to support the Brighten Bloomington maintenance and beautification efforts citywide; and

WHEREAS, CS is qualified to perform such services for COB; and

WHEREAS, COB is authorized to plan and develop partnerships and contractual arrangements with non-city organizations to ensure delivery of services.

NOW, THEREFORE, the Parties do mutually agree as follows:

I. Purpose of Agreement

The purpose of this Agreement is to outline a program partnership, which will provide an opportunity for CS clients to work for CS as part of the Brighten Bloomington by combining available resources from each Party to the Agreement.

II. Duration of Agreement

This Agreement shall be in effect from January 1, 2026 until December 31, 2026 unless terminated earlier as provided under Section XI.

III. City of Bloomington Responsibilities

A. The goal of COB is to provide well maintained and clean public spaces.

B. COB agrees to:

1. Define the schedule and scope of work to be performed for the Parks and Recreation Department and the Public Works Department. See Exhibit A;
2. Provide weekly log to CS for completion;
3. Provide on-site training for the CS Brighten Bloomington team members on maintenance duties and expectations;
4. Provide consumable supplies as needed, including paint, trash bags, ice melt, etc. as well as temporary traffic control signage and devices; and
5. Pay CS invoiced amounts for labor costs of the COB and CS Brighten Bloomington partnership. Payment shall not exceed the rate of \$20.62 for CS Brighten Bloomington team members, which shall not exceed an aggregate amount of Five Hundred and Thirty Eight Thousand Dollars (\$538,000.00) inclusive of Three

Hundred and Eighty One Thousand Dollars (\$381,000.00) for Public Works Department and One Hundred and Fifty Seven Thousand (\$157,000.00) for Parks and Recreation Department.

IV. CENTERSTONE Responsibilities

- A. The goal of CS is to conduct a supportive employment program for Centerstone Brighten Bloomington.
- B. CS agrees to:
1. Provide all employees for the scope of work outlined, including the names and contact information for CS crew supervisors, and communicate with the COB if it is unable to meet the requested needs;
 2. Conduct hiring interviews, perform background checks, hire, pay, and assume liability/risk coverage for maintenance crews;
 3. Not hire employees for Centerstone Brighten Bloomington who are registered sex offenders, people convicted of violent crimes or people with outstanding warrants in any State;
 4. Invoice COB at least quarterly for labor costs depending on the positions filled and hours worked, at the rate of \$20.62 per hour for the calendar year 2026;
 5. Provide transportation for each of its crews, as needed;
 6. Provide a supervisor to transport and supervise crew on site;
 7. Set up proper work zones and have at least one certified Temporary Traffic Control Technician on-site for the duration of the project;
 8. Have substitute workers available to fill in or permanently take a spot on the crew;
 9. Address behavioral issues that come up at sites;
 10. Complete maintenance log weekly per site, including before and after photos;
 11. Store and purchase equipment and personal protection equipment (PPE) needed to perform outlined tasks;
 12. Ensure crew members are wearing proper attire that is Brighten Bloomington branded; and
 13. Consult with COB employees listed in Exhibit A to consult on specific needs, work planning, and work tracking.

14. CS will invoice the COB on an ongoing basis for work that has been completed, pursuant to the hourly rates and not-to-exceed amounts outlined in this Agreement. Invoices for work completed under the services described in the "Public Works Department" section of Exhibit A shall be sent to City of Bloomington Public Works Department, Attn: Cassie Werne, Special Projects and Operations Manager. Invoices for work completed under the services described in the "Parks and Recreation Department" section of Exhibit A shall be sent to City of Bloomington Parks and Recreation Department, Attn: Amy Leyenbeck, Operations Coordinator. Invoices for "Parks and Recreation Department" shall be split between Rotational Park work crew and Stationary Switchyard Park work crew.

V. Terms Mutually Agreed To By the Parties to this Agreement

A. The intent of this Agreement is to document a mutually beneficial partnership between CS and COB in an amount not to exceed Five Hundred and Thirty Eight Thousand Dollars (\$538,000.00) inclusive of Three Hundred and Eighty One Thousand Dollars (\$381,000.00) for Public Works Department and One Hundred and Fifty Seven Thousand (\$157,000.00) for Parks and Recreation Department;

B. The staff and personnel involved in this Agreement will at all times represent the Parties to this Agreement in a professional manner and reflect the commitment of the Parties to quality services and customer satisfaction;

C. During the performance of any and all Services under this Agreement, CS 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.
- e) 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;
- f) Network Security Liability: limit (annual aggregate) of \$1,000,000; and deductible (per occurrence) of \$10,000;
- g) Electronic Media Liability: limit (annual aggregate) of \$1,000,000; and deductible (per occurrence) of \$10,000; and
- h) 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 Parks and Recreation Department, the Department of Public Works, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, 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. CS shall provide COB with a certificate of insurance prior to the commencement of operations under this Agreement. CS and its insurer shall notify COB within ten (10) days of any insurance cancellation;

D. The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by the Parties;

E. CS is recognized as having the expertise and experience to hire and supervise the Brighten Bloomington work crews safely and effectively. COB shall have the right to review risk management, agreement terms, and service quality issues;

F. Municipal Code Sections 6.12.020 and 14.36.090, respectively, prohibit smoking and vaping inside city facilities and the consumption of alcoholic beverages on City property;

G. Pursuant to Indiana Code Sections 35-47-11.1-2 and -3, the City is prohibited from enforcing a firearms policy in public parks and City facilities as of July 1, 2011. However, per Indiana Code Section 35-47-11.1-4(10), CS may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned, and the City is hereby authorized to enforce said policy for purposes of this Agreement. If CS implements such a policy, it shall provide a copy of the policy to the City, which shall be attached to this Agreement and incorporated herein by reference;

H. The Parties shall evaluate this Agreement and the services provided hereunder during the month of November 2026.

VI. Indemnification and Release

CS shall release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department and Public Works Department, and its officers, employees, agents, and assigns (Releasees) from any and all claims which may arise as a result of CS's activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against Releasees or CS, or its employees, agents or patrons, by any third party, even if caused by the negligence of Releasees.

VII. Independent Contractor Status

During the entire term of this Agreement, CS 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 COB. CS shall be solely responsible for management and discipline of their employees and 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.

VIII. Notices and Representatives

A. Notice regarding any significant concerns or issues of non-compliance shall be provided to those contacts as follows:

Centerstone	COB
Vanessa Douglas	Cassie Werne
645 S. Rogers St.	401 N. Morton Street
Bloomington, IN 47403	Bloomington, IN 47404
(812) 337-2211	(812) 349-3410

B. Representatives for the day-to-day operational implementation of this Agreement are:

Centerstone	COB
Jodi Wallace	Zach Sowders
645 S. Rogers St.	401 N. Morton Street
Bloomington, IN 47403	Bloomington, IN 47404
(812) 337-2237	(812) 349-3410

IX. Non-Discrimination

CS shall comply with Bloomington Municipal Code 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.

CS 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 CS believes that a City employee engaged in such conduct towards CS and/or any of its employees, CS or its employees may file a complaint with the City department head in charge of the grant 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.

X. Compliance with Laws

In performing the Services under this Agreement, CS 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, CS shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify COB in a timely manner of the conflict, attempts of resolution, and planned course of action.

XI. Termination and Modification

This Agreement may be terminated only upon the mutual written agreement of the Parties. Likewise, the parties may modify any term of this Agreement through mutual written agreement. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the COB are at any time not forthcoming or are insufficient, through failure of any entity, including the COB itself, to appropriate funds or otherwise, then the COB shall have the right to terminate this Agreement without penalty.

XII. E-Verify

CS 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). CS shall sign an affidavit, attached as Exhibit B, affirming that CS does not knowingly employ an unauthorized alien. CS shall require any subcontractors performing work under this contract to certify to the CS 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. CS shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

XIII. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between COB and the CS. 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.

XIV. Non-Collusion

CS is required to certify that it has not, nor has any other member, representative, or agent of CS, 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. The undersigned offeror or agent of CS affirms that they have not, nor has any other member, representative, or agent of CS represented by the undersigned, 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.

XV. Living Wage Ordinance

CS 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 \$16.66 per hour for covered employees, and up to 15% of that amount, or \$2.50, may be in the form the covered employer's contribution to health insurance available to the covered employee.

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

[Signature Page Follows]

Signed and Agreed to this 16th day of December, 2025.

CENTERSTONE OF INDIANA, INC.

Suzanne Koesel, CEO

Date

CITY OF BLOOMINGTON

Adam Wason, Director
Department of Public Works

Date

Kyla Cox Deckard, President
Board of Public Works

Date

Tim Street, Director
Parks and Recreation Department

Date

Kathleen Mills, President
Board of Parks Commissioners

Date

Margie Rice, Corporation Counsel

Date

- Sept 29 - Dec 31
1 supervisor 9am-6pm 7 days a week 8 work hours, 1 lunch hour

Rotational Park Crew shall clean and maintain various park properties including Seminary Park, Hopewell Commons, People’s Park, Butler Park, Building Trades Park, and Waldron Hill and Buskirk Park (as well as other locations when required). This crew will perform regular cleaning and maintenance at these properties and will consult on specific needs with the City of Bloomington Parks and Recreation Custodial Working Foreperson or Operations Superintendent.

- Apr 3 - Nov 2

1 supervisor	8am-2pm	Fr, Sa, Sun, M	6 work hours
1 employee	8am-2pm	Fr, Sa, Sun, M	6 work hours
1 employee	8am-2pm	Fr, Sa, Sun, M	6 work hours
1 employee	8am-2pm	Fr, Sa, Sun, M	6 work hours

Public Works Department

Centerstone shall provide work crews to perform trash pick-up and removal, curb and sidewalk clean up, vegetation and weed removal, sand and gravel removal, curb painting, graffiti removal, snow and ice removal, storm drain clearing, and power washing.

This work shall be performed in the City of Bloomington right of ways, Public Works Department managed properties, or other locations as requested by Public Works Department staff.

All crews will consult on specific needs with the Downtown Specialist (or designee). Supervisor of crew(s) will be there to mobilize crews at beginning of shifts, provide daily direction and oversight of crews.

Downtown Trash and Clean-Up Crew will consist of 1 supervisor and 1 employee. This crew will primarily perform trash pick-up and removal as well as vegetation, weed, sand, and gravel removal in the Downtown. They will also remove attachments from signal poles and switch boxes, scrape up gum, and as needed, power wash alleys and sidewalks, remove graffiti, and assist with special event set up and teardown. This crew will have the following schedule:

- Jan 1 - Dec 31

1 supervisor	7am-4pm	7 days a week	8 work hours, 1 lunch hour
1 employee	7am-4pm	7 days a week	8 work hours, 1 lunch hour

Winter Maintenance Crew will consist of 1 supervisor and 5 employees. This crew will primarily perform curblines clean up, vegetation and weed removal, snow and ice removal, storm drain clearing, and graffiti removal. But, weather permitting, can be asked to perform any of the tasks listed above as part of the program. This crew will have the following schedule:

● Jan 1 - Apr 3; Dec 1 - Dec 31

1 supervisor	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour

Spring-Fall Maintenance Crew will consist of 1 supervisor and 7 employees. This crew will primarily perform curb painting, curblin clean up, vegetation and weed removal, storm drain clearing, graffiti removal, and power washing. But, it can perform any task listed above as part of the program. This crew will have the following schedule:

● Apr 6 - Nov 30

1 supervisor	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour

Additional staffing may be requested for large community events. In these instances, additional employees can be provided by Centerstone, or the schedule of existing crews can be shifted to accommodate these requests.

EXHIBIT C
AFFIDAVIT THE LIVING WAGE ORDINANCE

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 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



Board of Public Works Staff Report

Project/Event: Contract Amendment #1 for On-Call Geotechnical Engineering with Patriot Engineering

Petitioner/Representative: Engineering Department

Staff Representative: Zac Rogers

Date: 12/16/2025

Report: This contract provides geotechnical services for City projects, including material sampling and testing to verify compliance with applicable standards, preparation of geotechnical reports based on field investigations and laboratory analysis, and additional geotechnical support as needed. Patriot Engineering was selected as the highest-scoring respondent among ten firms that submitted to the RFI.

The Board approved the original agreement with Patriot Engineering on December 19, 2023, in the amount of \$40,000. This amendment increases the not-to-exceed amount to \$55,000.

Work tasks will be assigned on an as-needed basis with fees based on hourly rates.

Contract Cover and Purchase Justification Form

STAFF AND DATES			
Department:	Engineering ▾	Department Head Initials of Approval:	AC
Department Staff:	Zac Rogers	Responsible Attorney:	Aleks Pratt
Date:	Dec 2, 2025	Legal Dept. Tracking Number:	25-1107
Board Meeting Date:	Dec 16, 2025	Resolution Number:	
Documents Link:	https://drive.google.com/drive/folders/1-aoak-wSL5aVcR2HKk2Cu7b78H2lqcmT?usp=drive_link		

CONTRACT INFORMATION			
Contract Recipient / Vendor Name:	Patriot Engineering and Environmental, Inc.	Service or Item Procured (Project)	Geotechnical Services
Total Dollar Amount of Contract:	\$55,000	Funding Source:	101-07-070000-53990
Due for Signature:	Dec 16, 2025	Expiration Date of Contract:	Jan 1, 2028
Number of One-Year Renewals:	1	Record Destruction Date:	2038
Summary of Contract:	<p>This contract provides geotechnical services for City projects, including material sampling and testing to verify compliance with applicable standards, preparation of geotechnical reports based on field investigations and laboratory analysis, and additional geotechnical support as needed. Patriot Engineering was selected as the highest-scoring respondent among ten firms that submitted to the RFI.</p> <p>The Board approved the original agreement with Patriot Engineering on December 19, 2023, in the amount of \$40,000. This amendment increases the not-to-exceed amount to \$55,000. Work tasks will be assigned on an as-needed basis with fees based on hourly rates.</p>		

PURCHASE JUSTIFICATION			
Procurement Method:	Request for Qualificatio... ▾	Number of Submittals:	10
Met City Requirements?	Yes ▾	Met Item or Need Requirements?	Yes ▾
List vendors and dollar amounts of solicitations?	N/A		
Were Vendor Presentations Requested?	No ▾	Contract Compliance Form Complete?	Yes ▾
W9/EFT Complete?	Yes ▾	Was the Scoring Grid Used	Yes ▾

Was the Lowest cost selected?
*(If 'No', then state why this
Vendor was selected to receive
the award and contract)*

Yes ▾

Purchase and Contract authorization are not complete until this form has been submitted and approved by the City Controller's Office and the Legal Department.

**AMENDMENT #1 TO AGREEMENT FOR CONSULTING SERVICES WITH PATRIOT
ENGINEERING AND ENVIRONMENTAL, INC.**

This Amendment #1 supplements the Agreement for consulting services (“Services”) between City of Bloomington Engineering Department through the Board of Public Works (“Board”) and Patriot Engineering and Environmental, Inc. (“Consultant”) which was entered into on January 15th, 2024, as follows:

1. Article 4. Compensation and Exhibit B- Compensation are amended as follows:

The Board shall pay the Consultant a fee based on the payment schedule in Exhibit B for an amount not to a not-to-exceed \$55,000.

2. Article 6. Schedule and Exhibit C - Project Schedule are amended as follows:

The Agreement shall remain in effect through December 31, 2027, unless either party terminates the Agreement in accordance with Article 7 of the Agreement.

3. In all other aspects the Agreement shall remain in effect as originally written.

In Witness Whereof, the parties have caused this Amendment #1 to be executed on the date last entered in the signature block below.

Patriot Engineering and Environmental, Inc
(CONSULTANT)

CITY OF BLOOMINGTON, INDIANA
(BOARD)

Salim Ilmudeen, PE

Kyla Cox Deckard
President, Board of Public Works

Secretary/Treasurer/Senior Principal
Engineer

Elizabeth Karon
Vice President, Board of Public Works

James Roach
Secretary, Board of Public Works

Attest:

Margie Rice
Corporation Counsel

EXHIBIT A



Service	Quantity	Unit Price	Unit	Total
Field & Laboratory Testing Services				
Engineering Technician		\$84.00	Hour	
Engineering Technician (overtime)		\$96.00	Hour	
Late Notice / Same Day Request Technician		\$96.00	Hour	
Special Inspector		\$120.00	Hour	
Nuclear Density Gauge		\$125.00	Day	
Dynamic Cone Penetrometer (DCP)		\$110.00	Day	
Standard Proctor (ASTM D898)		\$180.00	Each	
Modified Proctor (ASTM D1557)		\$200.00	Each	
Rushed Standard Proctor (ASTM D898)		\$250.00	Each	
Concrete Compression Test Cylinders		\$25.00	Each	
Concrete Test Specimens (cast by others)		\$45.00	Each	
Grout Prism Compression Test		\$30.00	Each	
Mortar Cube Compression Test		\$25.00	Each	
IntelliRock™ Meter		\$100.00	Day	
Floor Flatness Evaluation (up to 25,000 sf)		\$575.00	Day	
Field & Laboratory Testing Subtotal		\$0.00		
Steel Inspection Services				
Post Tension Technician		\$120.00	Hour	
Post Tension Technician OT		\$180.00	Hour	
Certified Weld Inspector (CWI I)		\$160.00	Hour	
Ultrasonic Equipment		\$175.00	Day	
Hazard Premium		\$75.00	Hour	
Anchor Bolt Pull-test Device		\$200.00	Day	
Steel Inspection Subtotal		\$0.00		
Service				
Professional Services				
Word Processing / Laboratory		\$78.00	Hour	
Project Manager		\$155.00	Hour	
Senior Project Manager / Branch Manager		\$175.00	Hour	
Principal Engineer, P.E.		\$250.00	Hour	
Ground Penetrating Radar		\$2,700.00	Day	
Professional Services Subtotal		\$0.00		
Miscellaneous				
Transportation		\$1.00	Mile	
Misc. Rented Equipment		Cost + 15%	Each	
Miscellaneous Subtotal		\$0.00		
Estimated Project Total =				\$0

All field services must be scheduled through Patriot's office (not through field personnel).
 Minimum technician charge of 4 hours per day (not applied to sample/specimen pick-ups).
 A 24-hour notice (workday prior) is required for scheduling field services or additional charges may apply.
 Weekend services must be requested not later than noon on Friday (day prior)
 Project Mgr. or Late notice fees will be applied when field services not scheduled prior day, or per weekend provisions.
 Project manager fees will apply to laboratory tests requiring rapid turnaround.
 All field services are charged portal to portal.
 Overtime rates apply for all time over 8 hours per day and Saturdays.
 Work performed on Sundays and Holidays will be charged at twice the regular hourly labor rate.
 Fees for other services not listed are available upon request.
 Hazard premium applies for climbing structural steel or concrete.
 Work performed outside of normal business hours of 0700 - 1900 will be charged per overtime rates.



Board of Public Works Staff Report

Project/Event: Approve On-Call Geotechnical Engineering Services Contract with Patriot Engineering and Environmental, Inc.

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 12/19/2023

Report: This contract will provide geotechnical services including material sampling and testing for City projects to ensure compliance with standards, preparation of geotechnical reports based on site investigations and laboratory testing, and performance of other geotechnical services as needed. Patriot was selected for this work as the highest scoring of ten RFI respondents. The contract is set at a not-to-exceed amount of \$40,000. Work tasks will be assigned on an as-needed basis with fees based on hourly rates.

City of Bloomington Contract and Purchase Justification Form

Vendor: Patriot Engineering and

Contract Amount: \$40,000



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 checked="" type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

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

# of Submittals: 10	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"/>	Qualifications-based selection based on responses to RFQ.	<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 checked="" type="checkbox"/>	<input type="checkbox"/>			
Was scoring grid used?	<input checked="" type="checkbox"/>	<input 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:

Patriot was selected for this contract based on an evaluation of their response to an RFI.

Neil Kopper

Senior Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

PROJECT NAME: On-Call Geotechnical Engineering Services

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this 15th day of January, 2024, by and between the City of Bloomington Engineering Department through the Board of Public Works (hereinafter referred to as "Board"), and Patriot Engineering and Environmental, Inc., (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to receive on-call support for Geotechnical Engineering services, Construction Materials Testing, and Environmental Services related to projects in various locations in the City of Bloomington; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including Geotechnical Engineering, Construction Materials Testing, and Environmental Consulting, which shall be hereinafter referred to as "the Services"; and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Board;

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

Article 1. Scope of Services: Consultant shall provide required Services for the Board as set forth in Exhibit A, Scope of Work. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Consultant 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 Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Engineering Department officials designated by the Board as project coordinator(s).

Consultant agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance.

Article 3. Responsibilities of the Board: The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Consultant shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

Provide Consultant with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates Neil Kopper, Senior Project Engineer, Engineering Department (“Kopper”), to serve as the Board’s representative for the project. Kopper shall have the authority to transmit instructions, receive information, interpret and define the Board’s requirements and make decisions with respect to the Services.

C. Decisions

Provide all criteria and full information as to Board’s requirements for the Services and make timely decisions on matters relating to the Services.

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B – Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid for the project, including fees and expenses, shall not exceed the amount of **Forty Thousand Dollars (\$40,000.00)**. These sums include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's

monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forty-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Board's direction.

2. Billing Records:

Consultant shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Article 5. 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 in Article 7 herein.

Article 6. Schedule: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Project 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 Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant 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 the Consultant'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 Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein.

Article 8. Identity of Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Key Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Cost Estimates: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Documents: All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be

suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however, any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

Article 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

Article 12. Independent Contractor Status: During the entire term of this Agreement, Consultant 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 Board.

Article 13. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") 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 Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

Article 14. Insurance: During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the 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. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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 Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and 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 hereunder.

Consultant shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

Article 15. Conflict of Interest: Consultant 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 Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 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.

Article 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 provision which is of the essence of this Agreement be determined void.

Article 18. Assignment: Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board'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 19. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

Article 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.

Article 21. Non-Discrimination: Consultant 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.

Consultant 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 Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Consultant'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 22. Compliance with Laws: In performing the Services under this Agreement, Consultant 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, Consultant shall advise Board 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, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Engineering Dept.
Attn: Neil Kopper
401 N. Morton Street, Suite 130
Bloomington, Indiana 47404

Consultant:

Patriot Engineering and Environmental, Inc.
Attn: Salim Ilmudeen, P.E.
6150 E. 75th Street
Indianapolis, IN 46250

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

Article 24. Intent to be Bound: The Board and the Consultant 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.

Article 25. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 26. Verification of New Employee' Employment Status: Consultant 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.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant 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.

Consultant and any of its subconsultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or any of its subconsultants learns is an unauthorized alien. If the Board obtains information that the Consultant or any of its subconsultants employs or retains an employee who is an unauthorized

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

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

Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 27. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, 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. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

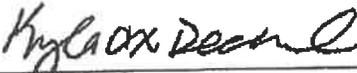
Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

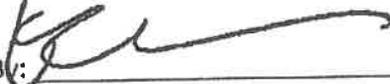
This Agreement may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

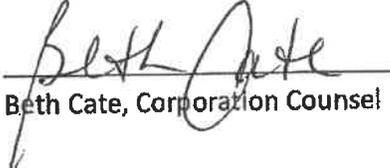
Owner

City of Bloomington
Board of Public Works

By: 
Kyla Cox Deckard, President

By: 
Elizabeth Karon, Vice President

By: 
Jane Kupersmith, Secretary

By: 
Beth Cate, Corporation Counsel

Consultant

Patriot Engineering and Environmental, Inc.

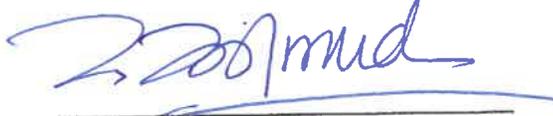

Salim M. Ilmudeen, P.E.
Secretary/Treasurer/ Senior Principal Engineer

EXHIBIT A SCOPE OF WORK

Consultant shall provide Geotechnical Engineering services on an as-need basis. Work tasks may include, but are not limited to, the following items:

Geotechnical Engineering and Construction Materials Testing

- Geotechnical Engineering Investigation (including soil borings, soil and rock sampling, laboratory testing, engineering analysis and report)
- Foundation Engineering Design (including pavement and subgrade design, slope stability analysis, dam & levee assessment, etc.)
- Foundation Installation Monitoring and Geotechnical Instrumentation
- Groundwater Monitoring
- Peer Review of Geotechnical Engineering Report and Expert Witness Testimony
- Construction Materials Sampling and Testing (Soil, Concrete, Steel, Asphalt, etc.)
- Field Inspection and Testing
- Meetings and Geotechnical Engineering Consultation

Environmental Services (if applicable/desired)

- Preliminary Environmental Assessments/Due Diligence/ASTM Phase I ESA
- Phase II Investigations/Remedial Planning
- Vapor Intrusion Investigation/Mitigation
- Site construction support (sustainable Soil Management Planning/Implementation, Spill Prevention Planning, Storm Water Permitting, Air Permitting, Industrial Hygiene - Air Monitoring)
- Brownfield Assessment Grant writing and implementation and IDEM Regulatory Closure Programs

Other – other tasks related to Geotechnical Engineering services as necessary.

**EXHIBIT B
COMPENSATION**

This project is to be conducted on an hourly rate basis with an agreed Maximum Cost of **Forty Thousand Dollars (\$40,000.00)** including expenses. Compensation will be determined using the following rates. Services will only proceed with prior written approval from the Engineering Department officials designated by the Board as project coordinators.

Classification		
Engineering Technician/Staff Scientist	\$77.77	Hour
Department Manager	\$200.43	Hour
Project Manager	\$167.22	Hour
Project Engineer	\$108.98	Hour
Design Engineer	\$108.43	Hour
CADD Designer	\$98.56	Hour
<u>FIELD AND LABORATORY SERVICES</u>		
Mobilization	\$284.00	Each
Mileage	\$3.70	Mile
Borings with Split-Spoon Sampling	\$20.00	Feet
Borings with Drilling Fluid	\$22.00	Feet
Set Up for Rock Core Borings	\$126.00	Each
Rock Coring	\$41.00	Feet
Blank Drilling/Sounding	\$13.25	Feet
Drilling Through Pavement (no pavement core)	\$41.00	Feet
Additional 2-in. Split-Spoon Sample	\$22.00	Each
Shelby Tube Samples	\$66.00	Each
Bulk Sample	\$54.00	Each
Piezometer Installation	\$284.00	Each
Protective Cover for Piezometer	\$132.00	Each
Bore Hole Backfilling <15 Ft.	\$150.00	Each
Bore Hole Backfilling >15 Ft.	\$7.00	Feet
Pavement Restoration	\$65.00	Each
Pavement Core	\$215.00	Each
Pavement Core Report	\$65.00	Each
Moisture Content Test	\$7.25	Each
Sieve Analysis	\$52.00	Each
Hydrometer Analysis	\$61.00	Each
Liquid Limit	\$41.00	Each

Plastic Limit and Plasticity Index	\$30.00	Each
Natural Density	\$19.00	Each
pH Determination	\$16.50	Each
Organic Content	\$26.00	Each
Specific Gravity	\$38.00	Each
Sulfates	\$110.00	Each
Soil Resistivity	\$150.00	Each
Resilient Modulus on Shelby Tube	\$420.00	Each
Standard Proctor	\$160.00	Each
Unconfined Compressive Strength Soil	\$50.00	Each
Unconfined Compressive Strength Rock	\$120.00	Each
Triaxial Tests (CU - 3 circles)	\$550.00	Each
Consolidation Test	\$500.00	Each
Infiltration Testing Granular Soils	\$2,000.00	Each
Infiltration Testing Granular Soils	\$3,000.00	Each
Additional Testing requested but not listed will be quoted per project scope of work		

Field Staff: Overtime rates of 1.5 times the regular rates apply for all time over 8 hours per day and Saturdays, Sundays and Holidays are twice the hourly rate

EXHIBIT C
PROJECT SCHEDULE

After the Consultant is issued a Notice to Proceed for this Agreement, assignments shall be made by the Engineering Department officials designated by the Board as project coordinators on an as-needed basis. Deliverables and schedule for individual assignment shall be agreed upon by the Engineering Department officials and the Consultant.

The Contract shall be effective upon approval of the Board and shall remain in effect through December 31, 2025, unless either party terminates this Agreement in accordance with Article 7 of this Agreement.

**EXHIBIT D
KEY PERSONNEL**

CONSULTANT will provide the following key team members to provide the services described in Exhibit A. Key team members may not be changed without the approval of the Board.

<u>Position / Responsibility</u>	<u>Name</u>
Senior Principal Engineer, Geotechnical Division Manager	Salim Ilmudeen, P.E.
Senior Engineering Consultant	Sean Smith, P.E.
Senior Geotechnical Engineer	Ben Lauletta, P.E.
Project Engineer	Logan Young, P.E.
Geotechnical Engineer	Mark Jonard, E.I.
Bloomington Branch Manager	Shawn L. Hawk

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

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

1. The undersigned is the Secretary/Treasurer of Patriot Engineering and Environmental, Inc.
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; OR
 - 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 knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.



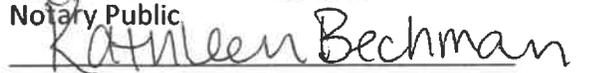
Salim Ilmudeen, P.E.
Secretary/Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Salim Ilmudeen and acknowledged the execution of the foregoing this 15 day of January, 2024.





Notary Public


Printed name

My Commission Expires: March 2, 2025
County of Residence: Hamilton Commission Number: 697418

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

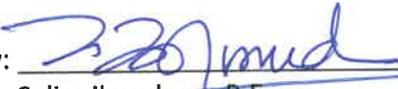
The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered 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 15th day of January, 2024.

Patriot Engineering and Environmental, Inc.
(Name of Organization)

By: 
Salim Ilmudeen, P.E.
Secretary/Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Subscribed and sworn to before me this 15 day of January, 2024




Notary Public
Kathleen Bechman
Printed name

My Commission Expires: March 2, 2025
County of Residence: Hamilton Commission Number: 697418

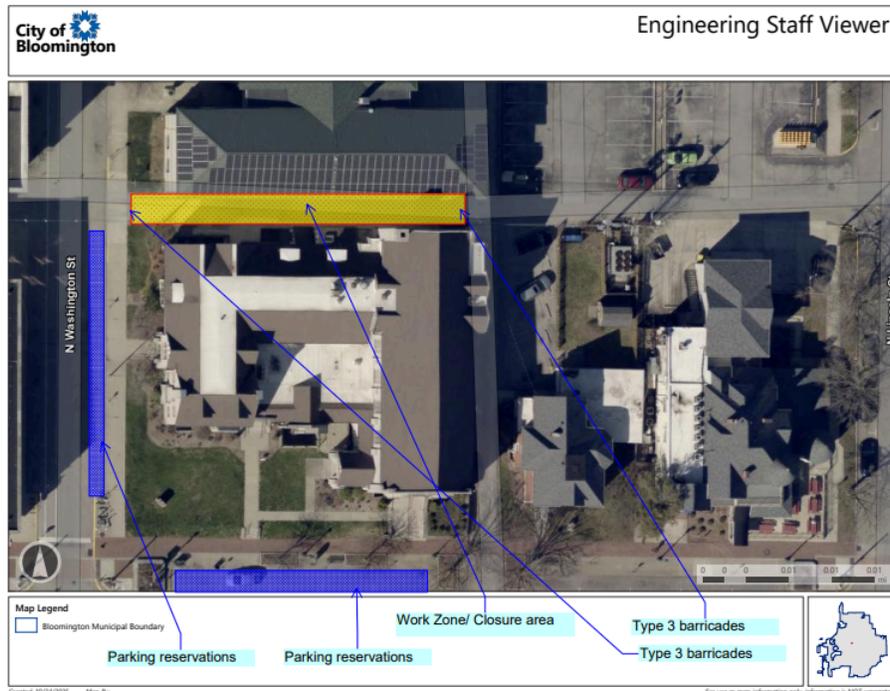


Board of Public Works Staff Report

Project/Event: First Christian Church Restoration
Staff Representative: Zach Bell Engineering Field specialist
Petitioner/Representative: **Sheena Nicholson - Service Master**
Date: December 16th, 2025

Report: Service Master is requesting approval of a 3 week extension of their previously approved permit to close the east/west alley to the North of 205 E. Kirkwood Ave as part of restoration work for First Christian Church. This extension request is due to unforeseen issues associated with the overall project.

Sheena Nicholson from Service Master has supplied maintenance of traffic plans.





Board of Public Works Staff Report

Project/Event: The Beverly (Poplars Redevelopment)
Staff Representative: Kyle Baugh
Petitioner/Representative: Dylan Rouch - Assistant Project Manager F.A. Wilhelm
Date: December 16th, 2025

Report: F.A. Wilhelm is requesting sidewalk closure and metered parking reservations on the west side of N Dunn St as part of the project located at 400 E 7th St. This request is to accommodate Masonry work. The traffic control would be in place from December 20th, 2025 through January 11th, 2025 in alignment with Indiana University's winter break.

F.A. Wilhelm has supplied maintenance of traffic plans for all work.

Stakeholder Notification checklist:

Stakeholder name/Contact Info	Notes:
Public	Signage for detour posted
Emergency services	Notice provided via inRoads system
Bloomington Transit: Shelley Strimaitis, Planning and Special Projects Coordinator - shelley.strimaitis@bloomingtontransit.com	No stops or routes directly affected
Indiana University: <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	IU project
MCCSC: Scott Waddell, Director of Transportation - dwaddell@mccsc.edu	Notice provided via inRoads system
Affected property owners	Coordination is ongoing

Site map:





F.A. WILHELM
CONSTRUCTION

December 9th, 2025
Via Electronic Delivery
Board of Public Works
City of Bloomington
401 North Morton Street
Bloomington, IN 47404

Re: Poplars - Winter Break Dunn Street Sidewalk Closure

Dear Board Members,

F.A. Wilhelm Construction continues its construction of the Poplars apartment building on the corner of 7th and Dunn. As previously discussed with representatives of the City, the Western face of the building, located along Dunn Street, still requires brick and limestone installation. We are respectfully requesting the use of the Dunn Street sidewalk and associated parking lane from **December 20th to January 11th** in order to perform the prerequisite masonry work. This work is namely the installation of limestone support angle and installation of exterior window caulk.

Wilhelm believes this is a mutually beneficial proposal, as it will decrease the duration of the future masonry/landscaping/sitework MOT request at this area, and will take place during IU's winter break, where impact to pedestrians will be minimized. Wilhelm will coordinate with the City of Bloomington to ensure that traffic precautions and pedestrian rerouting is performed as per City procedure.

Therefore, Wilhem respectfully requests that the Board of Public Works approve the preliminary closure referenced above between the dates of **December 20th to January 11th**.

Respectfully,

Dylan Rauch
Assistant Project Manager



FA. WILHELM
CONSTRUCTION

POPLARS BLOOMINGTON – MOT Request 3.A – Dunn Street

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

Poplars Project Narrative:

The Poplars Redevelopment Project is a six-story, 80-foot-tall residential building featuring a mansard roof and designed to house 420 beds. The exterior façade will consist of approximately 64,000 square feet of brick and 25,000 square feet of limestone. The building footprint occupying roughly 35,300 square feet of the property.



Dunn Street – Finished Building Elevation

Dunn Street – Elevation Narrative:

The east façade of the Poplars Building, which runs along Dunn Street, features a ground-level floor of limestone, followed by three floors of rusticated brick with limestone accents. This area is also eventually scheduled for City-requested improvements, including new sidewalks and landscaping.

Masonry at this elevation is scheduled to begin in late February. After installation, the brick and limestone will receive a chemical wash, followed by caulking of the windows and control joints. Following the conclusion of the elevated work, we will proceed directly to site work, namely the new sidewalk, and finish with landscaping. The last of the work at this elevation would conclude in early July.

In order to facilitate the work described above, we are requesting the use of the Dunn Street sidewalk and associated parking lane between the dates of **December 20th** and **January 11th**. This would allow us to perform the prerequisite work for masonry, namely installation of bent angle and exterior window caulk beads. FA Wilhelm believes that performing this prerequisite work during IU's Christmas break would be mutually beneficial, as it would shorten the duration of the future MOT at this location by three weeks, and pedestrian foot traffic would be at an all-time low during this period.

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/12/2025	Payroll				790,882.75
					<u>790,882.75</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 \$ 790,882.75

Dated this 16th 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: Approve LPA-Consulting Contract with HNTB Indiana, Inc. for Construction Engineering Services for the High Street Intersection Modernizations and Multiuse Path Project

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 12/16/2025

Report: This project will construct a multiuse path on the east side of High Street from Arden Drive to Hunter Ave and modernize the two existing traffic signals within the project limits. The project is programmed in the MPO TIP to utilize federal funding. HNTB Indiana, Inc. was selected to perform construction engineering services as the top-scoring firm in response to a request for proposals (RFP). The contract is set at a not-to-exceed amount of \$264,226. Billing for this work will be based on actual hours spent on inspection services, and a future amendment may be necessary to increase the contract total.

Tree removal and utility relocation is expected to begin in 2026 with project construction primarily occurring in 2027.

Project Approvals Timeline		
Approval Type	Status	Date
Funding Approval (INDOT-LPA Contract)	Approved	--
Design Services Contract	Approved	6/3/2025*
ROW Services Contract	Approved	5/21/2024
Public Need Resolution	Approved	5/21/2024
Construction Inspection Contract	Future	12/16/2025
Construction Contract	N/A**	2026

* Original PE Contract approved 8/30/2022. Amendment 1 approved 5/21/2024

**Construction contracts for federally funded projects are approved and managed by INDOT.



CONTRACT COVER MEMORANDUM

TO: Office of the Mayor
FROM: Engineering Department
DATE: 12/4/2025
RE: LPA-Consulting Contract with HNTB Indiana, Inc. for Construction Engineering Services for the High Street Intersection Modernizations and Multiuse Path Project

Contract Recipient/Vendor Name:	HNTB Indiana, Inc.
Department Head Initials of Approval:	Andrew Cibor
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Neil Kopper
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleks Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2039
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-1111
Due Date For Signature:	12/16/2025
Expiration Date of Contract:	Estimated 12/20/2027
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$264,226
Funding Source:	1101-07-070000-54310
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: This project will construct a multiuse path on the east side of High Street from Arden Drive to Hunter Ave and modernize the two existing traffic signals within the project limits. The project is programmed in the MPO TIP to utilize federal funding. HNTB Indiana, Inc. was selected to perform construction engineering services as the top-scoring firm in response to a request for proposals (RFP). Billing for this work will be based on actual hours spent on inspection services, and a future amendment may be necessary to increase the contract total.

City of Bloomington Contract and Purchase Justification Form

Vendor: HNTB Indiana, Inc.

Contract Amount: \$264,226

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 checked="" 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.

# of Submittals: 10	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"/>	Per INDOT requirements, selection was based on qualifications per the highest scoring submittal	<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 checked="" type="checkbox"/>	<input type="checkbox"/>			
Was scoring grid used?	<input checked="" type="checkbox"/>	<input 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:

Highest scoring submittal, indicating most qualified consultant, was selected per INDOT requirements for using federal funding.

Neil Kopper

Senior Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

LPA - CONSULTING CONTRACT

This Contract (2200020) is made and entered into effective as of _____, 20____ (“Effective Date”) by and between The City of Bloomington, Indiana, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and HNTB Indiana, INC. (“the CONSULTANT”), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 2200020

Project Description: High Street Multiuse Path and Intersection Improvements Project.

RECITALS

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

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

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

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

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

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

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

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

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be 12/20/2027. A schedule for completion of the Services and deliverables is set forth in Appendix “C” which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix “D” which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ 264,226.

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

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.
3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.
4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.
5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of

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

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

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

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

7. **Compliance with Laws.**

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

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

9. Confidentiality of LPA Information.

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

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

11. DBE Requirements.

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

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

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

return, a Disadvantaged Business Enterprise Utilization Affidavit (“DBE-3 Form”) to INDOT’s Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

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

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

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

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

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

13. Disputes.

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

14. Drug-Free Workplace Certification.

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

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

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

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

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

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

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

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

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

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

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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

vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

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

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

Notices to the LPA shall be sent to:

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

Notices to the CONSULTANT shall be sent to:

Marshall Enyart
HNTB Corporation
111 Monument Circle
Indianapolis, IN 46204

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

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

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

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

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

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Non-Collusion.

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

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

CONSULTANT

LOCAL PUBLIC AGENCY

Signature

Kyla Cox Deckard, President, Board of
Public Works

(Print or type name and title)

Elizabeth Karon, Vice President, Board of
Public Works

Attest:

James Roach, Secretary, Board of Public
Works

Signature

Margie Rice, Corporation Counsel, Office
of the Mayor

(Print or type name and title)

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

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

The CONSULTANT shall be responsible for performing the following activities:

A. **ENGINEERING PERSONNEL**

For the fulfillment of all services outlined in Section B below, the CONSULTANT will provide one full-time Resident Project Representative, inspectors, and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the LPA and INDOT, and no personnel will be assigned to the project until LPA and INDOT approval is obtained.

The full-time Resident Project Representative will take directions from and report to the INDOT Area Engineer on all matters concerning contract compliance and administration.

The full-time Resident Project Representative will coordinate project activities with the LPA Project Coordinator and INDOT Area Engineer.

B. **DESCRIPTION OF SERVICES**

1. **CONSTRUCTION SCHEDULE:** Review the construction schedule prepared by the Contractor for compliance with the contract and give to the LPA detailed documentation concerning its acceptability.
2. **CONFERENCES:** Attend preconstruction conferences as directed by the LPA, arrange a schedule of progress meetings and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared to the LPA for notification to those who are expected to attend. Record for the LPA, as directed, minutes of such meetings. The CONSULTANT shall be available for conferences as requested by the LPA, INDOT, and Federal Highway Administration to review working details of the project. The LPA, INDOT, and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.
3. **LIAISON:** Serve as the LPA's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to monitor the Contractor for compliance with provisions therein. Any deviation observed shall be reported to the LPA and INDOT by the Resident Project Representative.
Serve as the LPA's liaison with the traveling public and nearby affected business owners and property owners. The Resident Project Representative will offer information and provide field office numbers to interested parties. If necessary, the Resident Project Representative will attend and participate in any public information meetings.
4. **COOPERATE** with the LPA in dealing with the various federal, state, and local agencies having jurisdiction over the project.
5. **ASSIST** the LPA and INDOT in obtaining from the Contractor a list of his proposed suppliers and subcontractors.
6. **ASSIST** the LPA and INDOT in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
7. **EQUIPMENT:** Furnish all equipment necessary to sample and test materials in accordance with INDOT procedures.

8. **SAMPLES:** Obtain field samples of materials delivered to the site as required by INDOT and deliver such samples to the appropriate INDOT laboratory office.
9. **SHOP DRAWINGS**
 - a. Receive shop drawings and falsework drawings. Check for completeness and then forward to LPA's DESIGN ENGINEER for approval.
 - b. Review approved shop and falsework drawings, specifications, and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents
 - c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and inform the LPA and INDOT when he believes it is necessary to disapprove work as failing to conform to the Contract Documents
10. **REVIEW OF WORK, INSPECTION, AND TESTS**
 - a. Conduct on-site inspections for the LPA of the work in progress as a basis for determining the project is proceeding in accordance with the Contract Documents
 - b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the INDOT Construction Manual and in accordance with current accepted practices
 - c. Accompany visiting inspectors representing local, state, or federal agencies having jurisdiction over the project, and report details of such inspection to the LPA and INDOT
 - d. Verify required testing has been accomplished
11. **MODIFICATION:** Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the LPA and INDOT.
12. **RECORDS**
 - a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders, and additional drawings subsequent to the award of the Contract, progress reports, and other project-related documents
 - b. Keep a diary or logbook recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such a diary or logbook to the LPA
 - c. Maintain for the LPA a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers
 - d. Maintain a set of drawings on which authorized changes are noted and deliver to the LPA upon request, but in any event at the completion of the project
 - e. Prepare the Final Construction Record and Final Estimate as required by INDOT and the LPA. Provide a copy of the Final Construction Record to the LPA
13. **REPORTS:** Furnish to INDOT and the LPA at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
14. **PROGRESS ESTIMATES:** Prepare progress estimates for periodic partial payments to the Contractor and deliver to the LPA and INDOT for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete and in place in accordance with the contract.
15. **PROJECT RESPONSIBILITY:** The Resident Project Representative will be responsible for the documentation of pay quantities and estimates and the maintenance of appropriate records related to the construction of this project.
16. **WORK SCHEDULE AND SUSPENSION:** The CONSULTANT's crew will be required to regulate their work week to conform to the Contractor's hours in accordance with the directions of the INDOT Area Engineer. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the CONSULTANT may also be suspended without cost to the project.
17. **CONTRACT ADMINISTRATION:** The CONSULTANT will administer the contract in accordance with INDOT procedures.
18. CONSULTANT shall not at any time supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at

the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Designated employee and Project Coordinator to coordinate activities between CONSULTANT, INDOT, and the LPA.
2. Assistance to the CONSULTANT by placing at their disposal all available information pertinent to the project.

APPENDIX "C"

SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

The CONSULTANT will be prepared to begin services under this Contract within five days after a letter to proceed is received from the LPA. The CONSULTANT shall complete and deliver the final construction record and final estimate to the INDOT Area Manager within 45 calendar days after the contractor's last day of work. The estimated contract completion is January 31, 2028.

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

1. The CONSULTANT shall be compensated for services to be performed under this Contract a total fee not to exceed **\$264,226** unless approved in writing by the LPA.
2. The CONSULTANT will be paid for the work described in Appendix "A" in accordance with the following negotiated hourly billing rates per classification:

Category Rates		FY 26-27 Billing Rates	FY 27-28 Billing Rates
			3.00%
Project Supervisor		\$108.99	\$112.26
Project Supervisor - OT		\$129.75	\$133.64
Kaskaskia Inspector (DBE)		\$102.37	\$105.45
HNTB - Proj. Manager		\$164.95	\$169.90

3. The classification rates are based on the calendar year for the actual hours of work performed by essential personnel exclusively working on this Contract. For those services performed by the CONSULTANT, the CONSULTANT will be reimbursed the direct non-salary costs (the actual costs of such out-of-pocket expenses directly attributable to this Contract such as fares, subsistence, mileage, long distance calls, equipment rentals, reproductions, etc.) as approved by INDOT. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current INDOT policy on travel reimbursement.
4. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice shall be subject to approval as reasonable by the LPA prior to any reimbursement therefore.
5. The actual amount payable shall be determined in accordance with a final audit by INDOT's Division of Cost Accounting and Audits.

B. Method of Payment

1. Payment shall be made monthly to the CONSULTANT upon submission to the LPA of an invoice. From the partial payment computed each month, there shall be deducted all previous partial fee payments made to the CONSULTANT.
2. If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred and the portion of the fixed fee completed by the CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT shall notify INDOT and the LPA and the status will be evaluated.
3. It is the policy of INDOT that Project Representatives and/or Inspectors are on the construction site whenever the Contractor is engaged in any activity requiring inspection or testing concurrent with the construction or activity.
4. In order for the Contractor to comply with the Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day, and more than a 5-day week. This in turn, may require the Resident Project Representative and Inspectors to work over 40 hours per week. Should this become necessary; overtime premium may be paid on this project according to the overtime rates in the table under paragraph 2 of this Appendix "D" for all hours worked on this project by the Project Representatives and Inspectors over 40 hours per week.



Board of Public Works Staff Report

Project/Event: Approve Change Order Package #1 for Hopewell West (S. Jackson St & S. Rogers St)

Petitioner/Representative: Engineering Department

Staff Representative: Zac Rogers

Date: 12/16/2025

Report: Change Order Package #1 for Hopewell West, Crider and Crider - This project was awarded to Crider & Crider at the July 1st Board of Public Works meeting in the amount of \$1,687,318.85. The Board has previously approved change orders totaling \$153,444, resulting in a current authorized contract amount of \$1,840,762.85. This Change Order Package #1 includes four change orders, resulting in an additional \$51,632.50 to the contract. The revised total contract amount is \$1,892,369.05. (Funding Consolidated TIF, Adams Crossing Area, 4445-15-159001-53990) (*Staff lead - Zac Rogers*)

- **CO #2 – Manhole Sanitary Structure on Jackson St, Amount:** +\$5,225.00, **Time Adjustment:** +7 calendar days. Due to the 1st Street sanitary stub being installed at an incorrect elevation, the contractor was unable to make a direct connection to the existing sanitary main as designed. To resolve this issue, one (1) new sanitary structure, SS-5A, was added to the project to provide proper alignment and connection.
- **CO #3 – Sod added for ditch stabilization:** +\$870.00, **Time Adjustment:** No change. This change order provides adequate stabilization and reduce the potential for future erosion in the ditch line, approximately 60 square yards of sod will be added in the ditch bottom
- **CO #4 – Additional conduit to protect new asphalt on Jackson St:** +\$2560.00, **Time Adjustment:** No change. To protect the newly installed asphalt on Jackson Street and avoid pavement cuts during Duke Energy's conduit installation, approximately 80 linear feet of 4-inch conduit will be added for use by Duke Energy and the Kohr Building service connection. This revision allows utility locating and boring activities to occur without cutting into the new pavement, preserving roadway integrity and preventing future restoration work.
- **CO #5 – Discrepancies in the Plans and Schedule of Pay Items:** +\$42,977.50, **Time Adjustment:** No change. Discrepancies in the bidding documents between the original Plans and the Schedule of Pay Items require adjustments to the quantities to match the work shown on the Plans. These items were included in the plan set and required for the project; however, they were listed with incorrect quantities, and the additional costs are therefore non-recoverable

Awarded Contract Amount: \$ 1,687,318.85

Authorized Contract Amount: \$ 1,840,762.55

Change Order Package #1: \$ 51,632.50

Revised Contract Amount: \$ 1,892,395.05

Contract Cover and Purchase Justification Form

STAFF AND DATES			
Department:	<input type="text" value="Engineering"/>	Department Head Initials of Approval:	AC
Department Staff:	Zac Rogers	Responsible Attorney:	Aleks Pratt
Date:	<input type="text" value="Dec 2, 2025"/>	Legal Dept. Tracking Number:	25-1113
Board Meeting Date:	<input type="text" value="Dec 16, 2025"/>	Resolution Number:	25-153
Documents Link:	<input type="text" value="Change Order Package #1 for Hopewell West, Crider and Crider"/>		

CONTRACT INFORMATION			
Contract Recipient / Vendor Name:	Crider & Crider	Service or Item Procured (Project)	Change Order Package #1 for Hopewell West (S. Jackson St & S. Rogers St)
Total Dollar Amount of Contract:	\$1,892,396.05	Funding Source:	Consolidated TIF, Adams Crossing Area, 4445-15-159001-53990
Due for Signature:	<input type="text" value="Dec 16, 2025"/>	Expiration Date of Contract:	<input type="text" value="Jul 2, 2027"/>
Number of One-Year Renewals:		Record Destruction Date:	2038
Summary of Contract:	<p>This project was awarded to Crider & Crider at the July 1st Board of Public Works meeting in the amount of \$1,687,318.85. The Board has previously approved change orders totaling \$153,444.70 resulting in a current authorized contract amount of \$1,840,763.55. This Change Order Package #1 includes three change orders, resulting in an additional \$51,632.50 to the contract. The revised total contract amount is \$1,892,396.05</p>		

PURCHASE JUSTIFICATION			
Procurement Method:	<input type="text" value="Not Applicable (NA)"/>	Number of Submittals:	0
Met City Requirements?	<input type="text" value="Yes"/>	Met Item or Need Requirements?	<input type="text" value="Yes"/>
List vendors and dollar amounts of solicitations?	N/A		
Were Vendor Presentations Requested?	<input type="text" value="No"/>	Contract Compliance Form Complete?	<input type="text" value="Yes"/>
W9/EFT Complete?	<input type="text" value="Yes"/>	Was the Scoring Grid Used	<input type="text" value="No"/>
Was the Lowest cost selected? (If 'No', then state why this Vendor was selected to receive the award and contract)	<input type="text" value="No"/> This project was awarded to Crider & Crider on July 1st, 2025.		

Purchase and Contract authorization are not complete until this form has been submitted and approved by the City Controller's Office and the Legal Department.



City of Bloomington, Indiana

Change Order Details

Hopewell West (S. Jackson Street & S. Rogers Street)

Description	This project shall include, but is not limited to, the construction of one block of Jackson Street and the reconstruction of one block of Rogers Street, from 1st Street to 2nd Street. The project scope includes installation of new stormwater infrastructure, sidewalks, a multi-use path, and a protected bike lane.
Prime Contractor	Crider & Crider, Inc. 1900 Liberty Drive Bloomington, IN 47403
Change Order	2
Status	Pending
Date Created	11/10/2025
Type	Changed Conditions
Summary	Manhole Sanitary Structure Jackson St
Change Order Description	<p>Due to the 1st Street sanitary stub being installed at an incorrect elevation, the contractor was unable to make a direct connection to the existing sanitary main as designed. To resolve this issue, one (1) new sanitary structure, SS-5A, was added to the project to provide proper alignment and connection.</p> <p>Time Limit Change: An additional seven (7) calendar days is added to the contract time to accommodate the engineer's redesign and CBU's review and approval</p>
Awarded Project Amount	\$1,687,318.85
Authorized Project Amount	\$1,840,763.55
Change Order Amount	\$5,225.00
Revised Project Amount	\$1,845,988.55

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised		
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
Section: 1 - Description										
0074	720-45411	EACH	\$5,225.000	3.000	\$15,675.00	1.000	\$5,225.00	4.000	\$20,900.00	
Manhole, Type C4, Sanitary										
Reason: new sanitary structure, SS-5A										
				Funding Details						
				Bid	3.000	\$15,675.00	1.000	\$5,225.00	4.000	\$20,900.00
				Stockpile	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1 item	Totals				\$15,675.00		\$5,225.00		\$20,900.00	

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Bid	\$1,687,318.85	\$1,687,318.85	\$5,225.00	\$1,692,543.85
Stockpile	\$0.00	\$153,444.70	\$0.00	\$153,444.70
2 fund packages	\$1,687,318.85	\$1,840,763.55	\$5,225.00	\$1,845,988.55

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	11/01/2025	11/15/2025	7.0 Days	11/22/2025

The maximum allowed project duration shall be ninety (90) calendar days. Liquidated damages of one thousand dollars (\$1000) per calendar day will be assessed starting on the ninety-first (91st) calendar day after the start date or on November 2, 2025.

1 time limit

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

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

Doc Express® Document Signing History

Contract: Hopewell West (S. Jackson Street & S. Rogers Street) Document: Change Order 2

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
11/20/2025	Zac Rogers City of Bloomington Electronic Signature (Submitted)
11/21/2025	James Ford Crider & Crider, Inc Digital Signature (Contractor Reviewed)
11/24/2025	Zac Rogers City of Bloomington Digital Signature (PM Reviewed)
11/24/2025	Kendall Knoke City of Bloomington Digital Signature (Engineer Reviewed)
	(Board of Public Works Review)
	(Funding Approved)



City of Bloomington, Indiana

Change Order Details

Hopewell West (S. Jackson Street & S. Rogers Street)

Description	This project shall include, but is not limited to, the construction of one block of Jackson Street and the reconstruction of one block of Rogers Street, from 1st Street to 2nd Street. The project scope includes installation of new stormwater infrastructure, sidewalks, a multi-use path, and a protected bike lane.
Prime Contractor	Crider & Crider, Inc. 1900 Liberty Drive Bloomington, IN 47403
Change Order	3
Status	Pending
Date Created	11/20/2025
Type	Scope Changes
Summary	Sod added for ditch stabilization
Change Order Description	To provide adequate stabilization and reduce the potential for future erosion in the ditch line, approximately 60 square yards of sod will be added in the ditch bottom between the Structure 22 outlet and the riprap ditch. This revision replaces the seeded ditch treatment shown in the plans with sod to achieve improved performance and long-term durability. Time Limit Change: No change to the contract time.
Awarded Project Amount	\$1,687,318.85
Authorized Project Amount	\$1,840,763.55
Change Order Amount	\$870.00
Revised Project Amount	\$1,841,633.55

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0044	621-06575	SYS	\$14.500	646.000	\$9,367.00	60.000	\$870.00	706.000	\$10,237.00
Sodding, Nursery, Modified									
			Funding Details						
			Bid	646.000	\$9,367.00	60.000	\$870.00	706.000	\$10,237.00
			Stockpile	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1 item			Totals		\$9,367.00		\$870.00		\$10,237.00

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Bid	\$1,687,318.85	\$1,687,318.85	\$870.00	\$1,688,188.85
Stockpile	\$0.00	\$153,444.70	\$0.00	\$153,444.70
2 fund packages	\$1,687,318.85	\$1,840,763.55	\$870.00	\$1,841,633.55

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

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date

Doc Express® Document Signing History

Contract: Hopewell West (S. Jackson Street & S. Rogers Street) Document: Change Order 3

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
11/20/2025	Zac Rogers City of Bloomington Electronic Signature (Submitted)
11/21/2025	James Ford Crider & Crider, Inc Digital Signature (Contractor Reviewed)
11/24/2025	Zac Rogers City of Bloomington Digital Signature (PM Reviewed)
11/24/2025	Kendall Knoke City of Bloomington Digital Signature (Engineer Reviewed)
	(Board of Public Works Review)
	(Funding Approved)



City of Bloomington, Indiana

Change Order Details

Hopewell West (S. Jackson Street & S. Rogers Street)

Description	This project shall include, but is not limited to, the construction of one block of Jackson Street and the reconstruction of one block of Rogers Street, from 1st Street to 2nd Street. The project scope includes installation of new stormwater infrastructure, sidewalks, a multi-use path, and a protected bike lane.
Prime Contractor	Crider & Crider, Inc. 1900 Liberty Drive Bloomington, IN 47403
Change Order	4
Status	Pending
Date Created	11/20/2025
Type	Scope Changes
Summary	Additional conduit to protect new asphalt on Jackson St.
Change Order Description	To protect the newly installed asphalt on Jackson Street and avoid pavement cuts during Duke Energy's conduit installation, approximately 80 linear feet of 4-inch conduit will be added for use by Duke Energy and the Kohr Building service connection. This revision allows utility locating and boring activities to occur without cutting into the new pavement, preserving roadway integrity and preventing future restoration work. Time Limit Change: No change to the contract time.
Awarded Project Amount	\$1,687,318.85
Authorized Project Amount	\$1,840,763.55
Change Order Amount	\$2,560.00
Revised Project Amount	\$1,843,323.55

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised		
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
Section: 1 - Description										
0091	805-04973	LFT	\$32.000	245.000	\$7,840.00	80.000	\$2,560.00	325.000	\$10,400.00	
Conduit, Fiber Optic										
				Funding Details						
				Bid	245.000	\$7,840.00	80.000	\$2,560.00	325.000	\$10,400.00
				Stockpile	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1 item			Totals	\$7,840.00		\$2,560.00		\$10,400.00		

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Bid	\$1,687,318.85	\$1,687,318.85	\$2,560.00	\$1,689,878.85
Stockpile	\$0.00	\$153,444.70	\$0.00	\$153,444.70
2 fund packages	\$1,687,318.85	\$1,840,763.55	\$2,560.00	\$1,843,323.55

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

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date

Doc Express® Document Signing History

Contract: Hopewell West (S. Jackson Street & S. Rogers Street) Document: Change Order 4

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
11/20/2025	Zac Rogers City of Bloomington Electronic Signature (Submitted)
11/20/2025	James Ford Crider & Crider, Inc Digital Signature (Contractor Reviewed)
11/24/2025	Zac Rogers City of Bloomington Digital Signature (PM Reviewed)
11/24/2025	Kendall Knoke City of Bloomington Digital Signature (Engineer Reviewed)
	(Board of Public Works Review)
	(Funding Approved)



City of Bloomington, Indiana

Change Order Details

Hopewell West (S. Jackson Street & S. Rogers Street)

Description	This project shall include, but is not limited to, the construction of one block of Jackson Street and the reconstruction of one block of Rogers Street, from 1st Street to 2nd Street. The project scope includes installation of new stormwater infrastructure, sidewalks, a multi-use path, and a protected bike lane.
Prime Contractor	Crider & Crider, Inc. 1900 Liberty Drive Bloomington, IN 47403
Change Order	5
Status	Pending
Date Created	11/24/2025
Type	Errors and Omissions
Summary	Discrepancies in the Plans and Schedule of Pay Items
Change Order Description	<p>Discrepancies in the bidding documents between the original Plans and the Schedule of Pay Items require adjustments to the quantities to match the work shown on the Plans. These items were included in the plan set and required for the project; however, they were listed with incorrect quantities, and the additional costs are therefore non-recoverable. The following quantity adjustments are being made:</p> <ul style="list-style-type: none">• Item 715-02744, Gate Valve with Valve Box, 6 IN — increased from 5 to 6 Each (+1 Each)• Item 715-11879, Sewer, Sanitary Lateral, Connections — increased from 90 to 150 LFT (+60 LFT)• Item 720-98555, Inlet, Type C15 — increased from 1 to 2 Each (+1 Each)• Item 805-08214, Conduit, PVC, 2 IN., Schedule 40 — increased from 810 to 1,315 LFT (+505 LFT) <p>Additionally, due to an error in the special provisions where the intended pay item was not properly defined, a new item is added to the contract to accurately account for the required work:</p> <ul style="list-style-type: none">• Item 621-02770, Erosion Control Blanket — 6,850 SYS at \$2.35/SYS

Time Limit Change: No change in contract time.

Awarded Project Amount	\$1,687,318.85
Authorized Project Amount	\$1,840,763.55
Change Order Amount	\$42,977.50
Revised Project Amount	\$1,883,741.05

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised		
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
Section: 1 - Description										
0052	715-02744	EACH	\$1,800.000	5.000	\$9,000.00	1.000	\$1,800.00	6.000	\$10,800.00	
Gate Valve With Valve Box, 6 IN										
			Funding Details							
				Bid	5.000	\$9,000.00	1.000	\$1,800.00	6.000	\$10,800.00
				Stockpile	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0066	715-11879	LFT	\$162.000	90.000	\$14,580.00	60.000	\$9,720.00	150.000	\$24,300.00	
Sewer, Sanitary Lateral, Connections										
			Funding Details							
				Bid	90.000	\$14,580.00	60.000	\$9,720.00	150.000	\$24,300.00
				Stockpile	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0078	720-98555	EACH	\$4,250.000	1.000	\$4,250.00	1.000	\$4,250.00	2.000	\$8,500.00	
Inlet, Type C15										

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised		
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
				Funding Details						
				Bid	1.000	\$4,250.00	1.000	\$4,250.00	2.000	\$8,500.00
				Stockpile	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0092	805-08214	LFT	\$22.000	810.000	\$17,820.00	505.000	\$11,110.00	1,315.000	\$28,930.00	
Conduit, PVC, 2 IN. Schedule 40				Funding Details						
				Bid	810.000	\$17,820.00	505.000	\$11,110.00	1,315.000	\$28,930.00
				Stockpile	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
4 items			Totals		\$45,650.00		\$26,880.00		\$72,530.00	

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0130	621-02770	SYS	6,850.000	\$2.350	\$16,097.50
EROSION CONTROL BLANKET					
			Funding Details		
			Bid	6,850.000	\$16,097.50
1 item					Total: \$16,097.50

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Bid	\$1,687,318.85	\$1,687,318.85	\$42,977.50	\$1,730,296.35
Stockpile	\$0.00	\$153,444.70	\$0.00	\$153,444.70
2 fund packages	\$1,687,318.85	\$1,840,763.55	\$42,977.50	\$1,883,741.05

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

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



Board of Public Works Staff Report

Project/Event: Award Construction Contract Jefferson St Sidewalk (8th-10th)
Petitioner/Representative: Engineering Department
Staff Representative: Project Manager, Sara Gomez
Date: December 16th, 2025

Report:

This project shall include, but is not limited to, the installation of approximately 650' of sidewalk along the east side of Jefferson Street between 8th and 10th street. Other improvements include curbs, storm inlets, and drive aprons.

The maintenance of traffic for this project will include one lane road closures as needed during the construction, per the approved plans.

Bids were publicly opened and read aloud at 12pm EST on December 1st, 2025, at the Board of Public Works work session. DC Construction Services, Inc. was the lowest responsible and responsive bidder.

Bidder	Amount
DC Construction Services, Inc.	\$238,278.50
Edward and Jones Concrete	\$356,821.25
Milestone Contractors, LP	\$324,272.00
River Town Construction, LLC	\$304,881.00
E&B Paving-- Bloomington	\$348,200.00
Crider and Crider, Inc.	\$399,739.10

Engineering recommends awarding the contract to DC Construction Services, Inc..

Contract Cover and Purchase Justification Form

STAFF AND DATES			
Department:	Engineering	Department Head Initials of Approval:	AC
Department Staff:	Sara Gomez	Responsible Attorney:	Aleksandrina Pratt
Date:	Dec. 4, 2025	Legal Dept. Tracking Number:	25-1108
Board Meeting Date:	Dec 16, 2025	Resolution Number:	
Documents Link:	BPW Folder		

CONTRACT INFORMATION			
Contract Recipient / Vendor Name:	DC Construction Services, Inc.	Service or Item Procured (Project)	Jefferson St Sidewalk (8th-10th)
Total Dollar Amount of Contract:	\$238,278.50	Funding Source:	Council Sidewalk 454-2521-05-050000-54310
Due for Signature:	Dec 16, 2025	Expiration Date of Contract:	Dec 31, 2027
Number of One-Year Renewals:	N/A	Record Destruction Date:	2038
Summary of Contract:	This project shall include, but is not limited to, the installation of approximately 650' of sidewalk along the east side of Jefferson Street between 8th and 10th street. Other improvements include curbs, storm inlets, and drive aprons.		

PURCHASE JUSTIFICATION															
Procurement Method:	Invitation to Bid (ITB)	Number of Submittals:	6												
Met City Requirements?	Yes	Met Item or Need Requirements?	Yes												
List vendors and dollar amounts of solicitations?	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">DC Construction Services, Inc.</td> <td style="width: 50%;">\$238,278.50</td> </tr> <tr> <td>Edward and Jones Concrete</td> <td>\$356,821.25</td> </tr> <tr> <td>Milestone Contractors, LP</td> <td>\$324,272.00</td> </tr> <tr> <td>River Town Construction, LLC</td> <td>\$304,881.00</td> </tr> <tr> <td>E&B Paving-- Bloomington</td> <td>\$348,200.00</td> </tr> <tr> <td>Crider and Crider, Inc.</td> <td>\$399,739.10</td> </tr> </table>			DC Construction Services, Inc.	\$238,278.50	Edward and Jones Concrete	\$356,821.25	Milestone Contractors, LP	\$324,272.00	River Town Construction, LLC	\$304,881.00	E&B Paving-- Bloomington	\$348,200.00	Crider and Crider, Inc.	\$399,739.10
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River Town Construction, LLC	\$304,881.00														
E&B Paving-- Bloomington	\$348,200.00														
Crider and Crider, Inc.	\$399,739.10														
Were Vendor Presentations Requested?	No	Contract Compliance Form Complete?	Yes												
W9/EFT Complete?	Yes	Was the Scoring Grid Used	No												
Was the Lowest cost selected? <i>(If 'No' then state why this Vendor was selected to receive the award and contract)</i>	Yes														
Purchase and Contract authorization are not complete until this form has been submitted and approved by the City Controller's Office and the Legal Department.															

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

DC CONSTRUCTION SERVICES, INC.

FOR

JEFFERSON ST SIDEWALK (8TH to 10TH)

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and DC Construction Services, Inc., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for construction approximately 650 linear feet sidewalk along the east side of Jefferson Street between 8th Street and 10th Street, including concrete curb and gutter, stormwater inlets, and driveway approaches. more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within ninety (90) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

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

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

ARTICLE 3. COMPENSATION

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

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

Defective work.

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

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

Damage to CITY or a third party.

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

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

3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his or her own and all subcontracted employees, to City Engineer or his or her representative for approval and review, including review for compliance with Davis Bacon requirements. If federal funds are not used, this requirement does not apply.

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 \$200,000 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 three percent (3%) 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 (if applicable).
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.

5.05.05 After Substantial Completion of the Project and the release of Retainage, and with the prior written approval of CITY, CONTRACTOR may reduce the coverage of Cyber Attack and Cyber Extortion, Network Security Liability, Electronic Media Liability, and Fraudulent Impersonator Coverage.

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;

a.

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 \$200,000, 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		DC Construction Services, Inc.	
Attn:: Sara Gomez		Attn: Caity Robbins	
P.O. Box 100 Suite 130		9598 Brookes Way	
Bloomington, Indiana 47404		Pendleton, IN 46064	

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.

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

DATE: _____

City of Bloomington

BY:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

Kerry Thomson, Mayor of Bloomington

BY:

Christopher T. Knox

Contractor Representative

Christopher T. Knox

Printed Name

CFO

Title of Contractor Representative

ATTACHMENT 'A'

"SCOPE OF WORK"

JEFFERSON ST SIDEWALK (8TH to 10TH)

This project shall include, but is not limited to, the construction of approximately 650 linear feet sidewalk along the east side of Jefferson Street between 8th Street and 10th Street, including concrete curb and gutter, stormwater inlets, and driveway approaches.

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 'D'

"Unit Prices"



**City of Bloomington
Engineering Department**

Schedule of Items (Unit Prices)

Page 1 of 2

Project Title : Jefferson St Sidewalk

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	TOTAL
001	105-06845	CONSTRUCTION ENGINEERING	1	LS	\$5,000.00	\$5,000.00
002	109-08443	QUALITY ADJUSTMENTS, TEMPORARY TRAFFIC CONTROL DEVICES	0	DOL	\$0.00	
003	109-11362	TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES	0	DOL	\$0.00	
004	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$13,850.00	\$13,850.00
005	201-02245	TREE, 6 IN., REMOVE	7	EACH	\$1,000.00	\$7,000.00
006	201-02250	TREE, 10 IN., REMOVE	1	EACH	\$2,000.00	\$2,000.00
007	201-02255	TREE, 18 IN., REMOVE	4	EACH	\$2,250.00	\$9,000.00
008	201-52370	CLEARING RIGHT OF WAY	1	LS	\$2,500.00	\$2,500.00
009	202-02241	PAVEMENT REMOVAL, MODIFIED	522	SYS	\$10.00	\$5,220.00
010	202-02278	CURB, CONCRETE, REMOVE	12	LFT	\$50.00	\$600.00
011	202-52710	SIDEWALK CONCRETE, REMOVE	9	SYS	\$50.00	\$450.00
012	205-12616	STORMWATER MANAGEMENT IMPLEMENTATION	1	LS	\$2,500.00	\$2,500.00
013	301-12234	COMPACTED AGGREGATE NO. 53	202	CYS	\$65.00	\$13,130.00
014	304-07489	HMA PATCHING, MODIFIED	150	SYS	\$50.00	\$7,500.00
015	401-000001	HMA, 2, 58S, SURFACE, 9.5 mm	5	TON	\$200.00	\$1,000.00
016	401-000046	HMA, 2, 58S, BASE, 25.0 mm	9	TON	\$200.00	\$1,800.00
017	502-06627	PCCP, 6 IN.	316	SYS	\$120.00	\$37,920.00
018	604-06070	SIDEWALK, CONCRETE	367	SYS	\$120.00	\$44,040.00
019	604-08086	CURB RAMP, CONCRETE	7	SYS	\$120.00	\$840.00
020	604-12083	DETECTABLE WARNING SURFACES	2	SYS	\$250.00	\$500.00
021	605-06157	CURB, CONCRETE, STANDING WITH TRANSITIONS	512	LFT	\$50.00	\$25,600.00
022	605-09137	CURB, TURNOUT	9	LFT	\$50.00	\$450.00
023	621-04978	SEED MIXTURE, WITH STRAW MULCH	440	SYS	\$10.00	\$4,400.00
024	621-06570	TOPSOIL	73	CYS	\$65.00	\$4,745.00
025	622-05650	PLANT, DECIDUOUS TREE, SINGLE STEM, OVER 2 IN.	5	EACH	\$1,100.00	\$5,500.00
026	715-05168	PIPE, PVC, AWWA C900	57	LFT	\$115.50	\$6,583.50
027	715-91742	WATER METER RELOCATE	2	EACH	\$1,100.00	\$2,200.00
028	720-45210	INLET, TYPE A3	3	EACH	\$5,500.00	\$16,500.00

CONTINUED TO NEXT PAGE



Project Title : Jefferson St Sidewalk

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
029	720-45510	MANHOLE, TYPE C3, MODIFIED	1	EACH	\$3,300.00	\$3,300.00
030	720-94840	CASTING, WATER VALVE, ADJUST TO GRADE	1	EACH	\$550.00	\$550.00
031	720-98316	FIRE HYDRANT, RESET	1	EACH	\$3,850.00	\$3,850.00
032	720-99500	WATERPROOF EPOXY COATING	2	EACH	\$1,500.00	\$3,000.00
033	801-06775	MAINTAINING TRAFFIC	1	LS	\$5,000.00	\$5,000.00
034	802-02158	SIGN PANEL, REMOVE AND REINSTALL	4	EACH	\$250.00	\$1,000.00
035	807-98690	HANDHOLE, ADJUST TO GRADE	3	EACH	\$250.00	\$750.00
TOTAL PROJECT BID:						\$238,278.50



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): 12/1/2025

1. Governmental Unit (Owner): City of Bloomington
2. County : Monroe County
3. Bidder (Firm): DC Construction Services, INC.
Address: 9598 Brookes Way
City/State/ZIPcode: Pendleton, IN 46064
4. Telephone Number: 317-577-0276
5. Agent of Bidder (if applicable): N/A

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Jefferson St Sidewalk Project (8th to 10th)

(Governmental Unit) in accordance with plans and specifications prepared by Board of Public Works of the City of Bloomington, Indiana and dated 11/5/2025 for the sum of

Two hundred thirty eight thousand two hundred seventy eight dollars and fifty cents \$ 238,278.50

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: City of Bloomington

Bidder (Firm) DC Construction Services, INC.

Date (month, day, year): 12/1/2025

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
1,499,000.00	Conc./Asphalt	08/25	Town of Decatur
2,346,000.00	Asphalt	09/25	Howard County
800,000.00	Conc./Asphalt	07/25	Town of Fortville
298,000.00	Conc./Asphalt	08/25	Town of Frankton

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
900,000.00	Conc./Asphalt	12/25	Town of Pendleton
1,679,000.00	Conc./Asphalt	12/25	City of Brownsburg
2,800,000.00	Conc./Asphalt	12/25	City of Anderson
563,000.00	Conc./Asphalt	12/25	City of Anderson

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

N/A

4. List references from private firms for which you have performed work.

Colliers International - Paige Bauernfeind, Property Manager 952-221-1519

Washington Prime - Gregory Fly, Area Operations Director 317-818-0725

Sealy and Company - John Davis, Construction Manager 678-758-4775

SealMaster - Jake Bernath, President 419-388-3834

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.)*

Project to begin per agreed date. Approximate 12 weeks for completion.

Phasing map and timeline to be reviewed and approved before commencing work.

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.

Javelina Construction Inc, 13376 Britton Park Rd Fisher IN 46038 (milling)

McCrite Milling, 810 Industrial Blvd New Albany IN 47150 (milling)

DWD Company, 1916 Old SR 37 Greenwood IN 46143 (milling)

Gridlock Traffic Systems, 6400 Massachusetts Ave Indianapolis IN 46226 (striping)

The Airmarking Co. 1544 North State Rd 25 Rochester, IN (Striping)

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.

N/A

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.

Skid steers, milling machine, broom, roller, asphalt paver, excavator, crack seal

melters, line stripe machines, dump trucks

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.

Current material pricing and quotes were used to calculate estimate.

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 9:00 AM this 1st day of December, 2025

DC Construction Services, INC.

(Name of Organization)

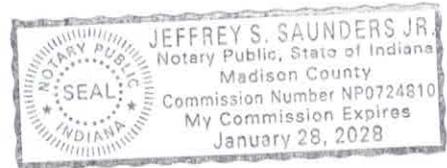
By

Operations

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Madison) ss



Before me, a Notary Public, personally appeared the above-named Caity Robbins and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 1st day of December, 2025.

[Signature]
Notary Public

My Commission Expires: 1/28/28

County of Residence: Madison



Board of Public Works Staff Report

Project/Event: Award Construction Contract 2nd St Curb Ramps (Lincoln, Grant, Dunn, Fess, and Park)
Petitioner/Representative: Engineering Department
Staff Representative: Project Manager, Sara Gomez
Date: December 16TH, 2025

Report:

This project shall include, the construction of curb ramps, curbs and sidewalks at five intersections along east 2nd St. The installation of a new storm inlet and pipe is included in this project.

The maintenance of traffic for this project will include sidewalk detours, and one lane road closures at each intersection during the construction, per the approved plans.

Bids were publicly opened and read aloud at 12pm EST on December 1st, 2025, at the Board of Public Works work session. DC Construction Services, Inc. was the lowest responsible and responsive bidder.

Bidder	Amount
DC Construction Services, Inc.	\$199,274.00
Groomer Construction, Inc.	\$314,549.49
Edward and Jones Concrete	\$325,662.00
Milestone Contractors, LP	\$347,423.00
River Town Construction, LLC	\$362,598.00
E&B Paving-- Bloomington	\$486,900.00
Crider and Crider, Inc.	\$597,823.45

Engineering recommends awarding the contract to DC Construction Services, Inc.

Contract Cover and Purchase Justification Form

STAFF AND DATES			
Department:	Engineering	Department Head Initials of Approval:	AC
Department Staff:	Sara Gomez	Responsible Attorney:	Aleksandrina Pratt
Date:	Dec. 4, 2025	Legal Dept. Tracking Number:	25-1109
Board Meeting Date:	Dec. 16, 2025	Resolution Number:	
Documents Link:	BPW Folder		

CONTRACT INFORMATION			
Contract Recipient / Vendor Name:	DC Construction Services, Inc.	Service or Item Procured (Project)	2 nd st Curb Ramps (Lincoln to Park)
Total Dollar Amount of Contract:	\$199,274.00	Funding Source:	Council Sidewalk 454-2521-05-050000-54310
Due for Signature:	Dec 16, 2025	Expiration Date of Contract:	Dec 31, 2027
Number of One-Year Renewals:		Record Destruction Date:	Dec 31, 2037
Summary of Contract:	This project shall include, but is not limited to, the construction of curb ramps, curbs and sidewalks at five intersections along east 2nd St. The installation of a new storm inlet, and pipe is included in this project.		

PURCHASE JUSTIFICATION			
Procurement Method:	Invitation to Bid (ITB)	Number of Submittals:	7
Met City Requirements?	Yes	Met Item or Need Requirements?	Yes
List vendors and dollar amounts of solicitations?	DC Construction Services, Inc. \$199,274.00 Groomer Construction Inc \$314,549.49 Edward and Jones Concrete \$325,662.00 Milestone Contractors, LP \$347,423.00 River Town Construction, LLC \$362,598.00 E&B Paving-- Bloomington \$486,900.00 Crider and Crider, Inc. \$597,823.45		
Were Vendor Presentations Requested?	No	Contract Compliance Form Complete?	Yes
W9/EFT Complete?	Yes	Was the Scoring Grid Used	No
Was the Lowest cost selected? <i>(If 'No' then state why this Vendor was selected to receive the award and contract)</i>	Yes		

Purchase and Contract authorization are not complete until this form has been submitted and approved by the City Controller's Office and the Legal Department.

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

DC CONSTRUCTION SERVICES, INC.

FOR

2ND ST CURB RAMPS (LINCOLN, GRANT, DUNN, PARK AND FESS)

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and DC Construction Services, Inc., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for construction of curb ramps, curbs and sidewalks at five intersections along east 2nd St. The installation of a new storm inlet, and pipe is included in this project more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within ninety (90) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

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

2.04 CONTRACTOR agrees that no charges or claims for damages shall be made by him or her for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the

services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

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

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

Defective work.

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

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

Damage to CITY or a third party.

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

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

3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his or her own and all subcontracted employees, to City Engineer or his or her representative for approval and review, including review for compliance with Davis Bacon requirements. If federal funds are not used, this requirement does not apply.

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 \$200,000 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 three percent (3%) 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 (if applicable).
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.

5.05.05 After Substantial Completion of the Project and the release of Retainage, and with the prior written approval of CITY, CONTRACTOR may reduce the coverage of Cyber Attack and Cyber Extortion, Network Security Liability, Electronic Media Liability, and Fraudulent Impersonator Coverage.

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;

a.

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 \$200,000, 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	DC Construction Services, Inc.
Attn: Sara Gomez	Attn: Caity Robbins
P.O. Box 100 Suite 130	9598 Brookes Way
Bloomington, Indiana 47404	Pendleton, IN 46064

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.

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

DATE: _____

City of Bloomington

BY:

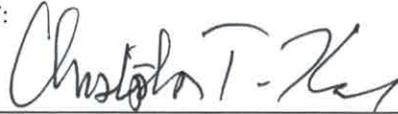
Kyla Cox Deckard, President

Elizabeth Karon, Vice President

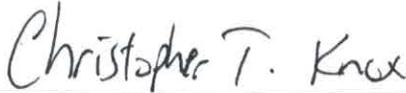
James Roach, Secretary

Kerry Thomson, Mayor of Bloomington

BY:



Contractor Representative



Printed Name



Title of Contractor Representative

ATTACHMENT 'A'

"SCOPE OF WORK"

2ND ST CURB RAMPS (LINCOLN, GRANT, DUNN, PARK AND FESS)

This project shall include, but is not limited to, construction of curb ramps, curbs and sidewalks at five intersections along east 2nd St. The installation of a new storm inlet, and pipe is included in this project.

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*:

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-Verify AFFIDAVIT

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

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

_____ Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

My Commission #: _____

ATTACHMENT 'D'
"Unit Prices"



City of Bloomington
Planning and Transportation Department

Schedule of Items (Unit Prices)

Page 1 of 2

Project Title : 2nd St Curb Ramps (Lincoln, Grant, Dunn, Park and Fess)

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	TOTAL
001	105-06845	CONSTRUCTION ENGINEERING	1	L.S.	\$5,000.00	\$5,000.00
002	109-08443	QUALITY ADJUSTMENTS, FAILURE TO MAINTAIN TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES	0	DOL	\$1.00	
003	109-11362	QUALITY ADJUSTMENTS, TEMPORARY TRAFFIC CONTROL DEVICES	0	DOL	\$1.00	
004	110-01001	MOBILIZATION AND DEMOBILIZATION	1	L.S.	\$10,000.00	\$10,000.00
005	201-02255	TREE, 18 IN., REMOVE	1	EACH	\$2,500.00	\$2,500.00
006	201-52370	CLEARING RIGHT OF WAY	1	L.S.	\$2,500.00	\$2,500.00
007	202-02240	PAVEMENT REMOVAL	232	S.Y.	\$5.00	\$1,160.00
008	202-02278	CURB, CONCRETE, REMOVE	908	L.F.	\$20.00	\$18,160.00
009	202-52710	SIDEWALK, CONCRETE, REMOVE	431	S.Y.	\$40.00	\$17,240.00
010	202-91385	INLET, REMOVE	1	EACH	\$1,400.00	\$1,400.00
011	205-06933	TEMPORARY INLET PROTECTION	18	EACH	\$100.00	\$1,800.00
012	301-12234	COMPACTED AGGREGATE NO. 53	200	TON	\$45.00	\$9,000.00
013	402-07451	HMA WEDGE AND LEVEL, TYPE B	18	TON	\$200.00	\$3,600.00
014	406-05521	ASPHALT FOR TACK COAT	67	S.Y.	\$7.00	\$469.00
015	604-06070	SIDEWALK, CONCRETE, 4IN	151	S.Y.	\$100.00	\$15,100.00
016	604-08086	CURB RAMP, CONCRETE	338	S.Y.	\$100.00	\$33,800.00
017	604-12083	DETECTABLE WARNING SURFACES	50	S.Y.	\$250.00	\$12,500.00
018	605-06090	CURB, INTEGRAL CONCRETE	20	L.F.	\$50.00	\$1,000.00
019	605-06105	CURB, INTEGRAL CONCRETE, MODIFIED	23	L.F.	\$50.00	\$1,150.00
020	605-06120	CURB, CONCRETE	914	L.F.	\$30.00	\$27,420.00
021	621-06561	MULCHED SEEDING, CITY OF BLOOMINGTON MIX	197	S.Y.	\$15.00	\$2,955.00
022	621-06574	SODDING	184	S.Y.	\$15.00	\$2,760.00
023	621-06576	TURF RESTORE, EXISTING PAVEMENT AREA	184	S.Y.	\$20.00	\$3,680.00
024	715-05149	PIPE, TYPE 2, CIRCULAR, DIAMETER 12 IN.	15	L.F.	\$180.00	\$2,700.00
025	720-98174	INLET, TYPE B15	1	EACH	\$4,200.00	\$4,200.00
026	720-45400	MANHOLE, TYPE A4	1	EACH	\$4,200.00	\$4,200.00
027	720-94840	CASTING, WATER VALVE, ADJUST TO GRADE	1	EACH	\$250.00	\$250.00
028	720-94841	CASTING, WATER METER, ADJUST TO GRADE	3	EACH	\$250.00	\$750.00

CONTINUED TO NEXT PAGE



Project Title : 2nd St Curb Ramps (Lincoln, Grant, Dunn, Park and Fess)

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
029	801-06775	MAINTAINING TRAFFIC	1	L.S.	\$10,000.00	\$10,000.00
030	802-05704	SIGN POST, SQUARE, TYPE 1, UNREINFORCED ANCHC	25	L.F.	\$36.00	\$900.00
031	802-07058	SIGN, SHEET ASSEMBLY, RELOCATE	10	EACH	\$280.00	\$2,800.00
032	802-07060	SIGN, SHEET, RELOCATE	1	EACH	\$280.00	\$280.00
TOTAL PROJECT BID:						\$199,274.00

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.

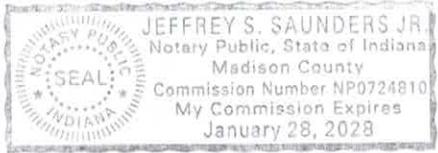
Dated at 9:00 AM this 1st day of December, 2025

DC Construction Services, INC. (Name of Organization)

By [Signature] Operations (Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Madison) ss



Before me, a Notary Public, personally appeared the above-named Caity Robbins and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 1st day of December, 2025.

[Signature] Notary Public

My Commission Expires: 1/28/28
County of Residence: Madison

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: City of Bloomington

Bidder (Firm) DC Construction Services, INC.

Date (month, day, year): 12/1/2025

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
1,499,000.00	Conc./Asphalt	08/25	Town of Decatur
2,346,000.00	Asphalt	09/25	Howard County
800,000.00	Conc./Asphalt	07/25	Town of Fortville
298,000.00	Conc./Asphalt	08/25	Town of Frankton

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
900,000.00	Conc./Asphalt	12/25	Town of Pendleton
1,679,000.00	Conc./Asphalt	12/25	City of Brownsburg
2,800,000.00	Conc./Asphalt	12/25	City of Anderson
563,000.00	Conc./Asphalt	12/25	City of Anderson



Board of Public Works Staff Report

Project/Event: Award Construction Contract Kirkwood Bollard Footing Installation Project
Petitioner/Representative: Engineering Department
Staff Representative: Project Manager, Sara Gomez
Date: December 16th, 2025

Report:

This project shall include the installation of four (4) S20 removable bollard footings and twelve (12) removable bollard sleeves in three alleys adjacent to Kirkwood Avenue, and on Dunn St south of Kirkwood Avenue. The installation will include concrete footings, reinforcement bars, sleeves, drainage components, and all incidental work necessary for a complete installation. The removable S20 Bollards will be supplied by others and not included in the installation of the footings.

The maintenance of traffic for this project will include alley closures and one road closure at S Dunn St, between Kirkwood Ave and the first alley to the south. The closure of Dunn St will include a detour, per the plans, for five consecutive days.

Bids were publicly opened and read aloud at 12pm EST on December 15th, 2025, at the Board of Public Works work session. DC Construction Services, Inc was the lowest responsible and responsive bidder.

Bidder	Amount
DC Construction Services, Inc	\$107,555.00
E&B Paving	\$108,775.00

Engineering recommends awarding the contract to DC Construction Services, Inc.

Contract Cover and Purchase Justification Form

STAFF AND DATES			
Department:	Engineering	Department Head Initials of Approval:	AC
Department Staff:	Sara Gomez	Responsible Attorney:	Aleksandrina Pratt
Date:	Dec 15, 2025	Legal Dept. Tracking Number:	25-1138
Board Meeting Date:	Dec 16, 2025	Resolution Number:	N/A
Documents Link:	BPW Folder		

CONTRACT INFORMATION			
Contract Recipient / Vendor Name:	DC Construction Services, Inc.	Service or Item Procured (Project)	Kirkwood Bollard Footing Installation Project
Total Dollar Amount of Contract:	\$107,555	Funding Source:	PublicWorks 2207-26-260000-53990
Due for Signature:	Dec 16, 2025	Expiration Date of Contract:	Dec 31, 2027
Number of One-Year Renewals:	0	Record Destruction Date:	2038
Summary of Contract:	<i>This project shall include the installation of four (4) S20 removable bollard footings and twelve (12) removable bollard sleeves in three alleys adjacent to Kirkwood Avenue, and on Dunn St south of Kirkwood Avenue.</i>		

PURCHASE JUSTIFICATION			
Procurement Method:	Sealed Quote	Number of Submittals:	2
Met City Requirements?	Yes	Met Item or Need Requirements?	Yes
List vendors and dollar amounts of solicitations?	DC Construction Services, Inc \$107,555.00 E&B Paving \$108775.00		
Were Vendor Presentations Requested?	No	Contract Compliance Form Complete?	Yes
W9/EFT Complete?	Yes	Was the Scoring Grid Used	no
Was the Lowest cost selected? <i>(If 'No' then state why this Vendor was selected to receive the award and contract)</i>	Yes		
Purchase and Contract authorization are not complete until this form has been submitted and approved by the City Controller's Office and the Legal Department.			

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
ENGINEERING DEPARTMENT
AND
DC CONSTRUCTION SERVICES INC.
FOR
KIRKWOOD BOLLARD FOOTING INSTALLATION PROJECT

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and DC Construction Services, Inc., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for installation of four (4) S20 removable bollard footings and twelve (12) removable bollard sleeves in alleys adjacent to Kirkwood Avenue, including concrete footings, reinforcement bars, sleeves, drainage components, and all incidental work necessary for a complete installation, more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within THIRTY (30) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

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

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

ARTICLE 3. COMPENSATION

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

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

Defective work.

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

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

Damage to CITY or a third party.

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

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

3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his or her own and all subcontracted employees, to City Engineer or his or her representative for approval and review, including review for compliance with Davis Bacon requirements. If federal funds are not used, this requirement does not apply.

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 \$200,000 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 three percent (3%) 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 (if applicable).
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.

5.05.05 After Substantial Completion of the Project and the release of Retainage, and with the prior written approval of CITY, CONTRACTOR may reduce the coverage of Cyber Attack and Cyber Extortion, Network Security Liability, Electronic Media Liability, and Fraudulent Impersonator Coverage.

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;

a.

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 \$200,000, 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	DC Construction Services, Inc.
Attn Sara Gomez	Attn Caity Robbins
P.O. Box 100 Suite 130	9598 Brookes Way
Bloomington, Indiana 47404	Pendleton, Indiana 46064

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.

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

DATE: 12/15/25

City of Bloomington

DC Construction Services, Inc.

BY:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

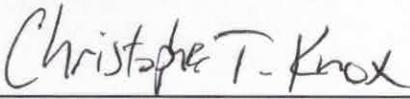
James Roach, Secretary

Kerry Thomson, Mayor of Bloomington

BY:



Contractor Representative



Printed Name



Title of Contractor Representative

ATTACHMENT 'A'

"SCOPE OF WORK"

KIRKWOOD BOLLARD FOOTING INSTALLATION PROJECT

This project shall include, but is not limited to, the installation of four (4) S20 removable bollard footings and twelve (12) removable bollard sleeves in three alleys adjacent to Kirkwood Avenue, and on Dunn St south of Kirkwood Avenue. The installation will include concrete footings, reinforcement bars, sleeves, drainage components, and all incidental work necessary for a complete installation. The removable S20 Bollards will be supplied by others and not included in the installation of the footings.

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 Madison)



AFFIDAVIT

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

1. The undersigned is the Operations Coordinator of DC Construction Services Inc.
(job title) (company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services;
 - OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

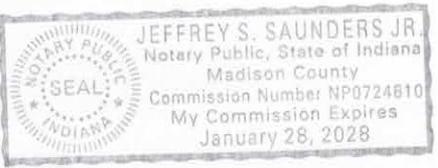
	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.	N/A	N/A		N/A	N/A
C.					
D.					
				Total	\$ _____

Method of Compliance (Specify) N/A

Date: 12/15/25, 20__

[Signature]
 Signature
Cathy Robbins
 Printed Name

STATE OF INDIANA)
) SS:
 COUNTY OF Madison)



Before me, a Notary Public in and for said County and State, personally appeared Cathy Robbins and acknowledged the execution of the foregoing this 15th day of December, 2025.

My Commission Expires: January 28, 2028

[Signature]
 Signature of Notary Public

County of Residence: Madison

Jeffrey Saunders Jr.
 Printed Name of Notary Public

Commission #: NP 0724810

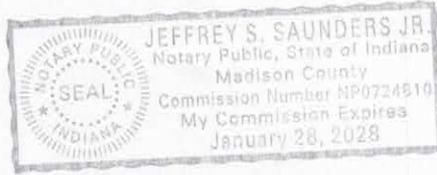
*Bidders: Add extra sheet(s), if needed.

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 Madison)

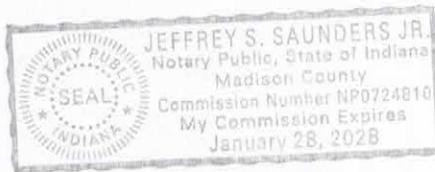


E-Verify AFFIDAVIT

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

- The undersigned is the Operations Coordinator of PC Construction Services.
a. (job title) (company name)
- 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.
- 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).
- 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.

Cathy Robbins Signature
Cathy Robbins
Printed Name



STATE OF INDIANA)
)SS: COUNTY
OF Madison)

Before me, a Notary Public in and for said County and State, personally appeared Cathy Robbins and acknowledged the execution of the foregoing this 15th day of December, 2029.

My Commission Expires: January 28, 2028

Jeff Saunders Jr
Signature of Notary Public

County of Residence: Madison

Jeffrey Saunders Jr.
Printed Name of Notary Public

My Commission #: NP 0724810

ATTACHMENT 'D'

Kirkwood Bollard Footing Installation Project

PRICE TABLES

Line Item	Item	Description	Quantity	Unit of Measure	Unit Cost	Total
001	105-06845	CONSTRUCTION ENGINEERING	1	LS	\$8,900.00	\$8,900.00
002	109-08443	QUALITY ADJUSTMENTS, FAILURE TO MAINTAIN TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES	0	DOL	\$0.00	
003	109-11362	QUALITY ADJUSTMENTS, TEMPORARY TRAFFIC CONTROL DEVICES	0	DOL	\$0.00	
004	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$4,500.00	\$4,500.00
005	201-52370	CLEARING RIGHT OF WAY, MODIFIED	1	LS	\$35,785.00	\$35,785.00
006	205-06933	TEMPORARY INLET PROTECTION	5	EACH	\$150.00	\$750.00
007	304-07489	HMA PATCHING, MODIFIED	25	SYS	\$180.00	\$4,500.00
008	702-51015	CONCRETE B, FOOTINGS, MODIFIED	20	CYS	\$325.00	\$6,500.00

Kirkwood Bollard Footing Installation Project

Line Item	Item	Description	Quantity	Unit of Measure	Unit Cost	Total
009	703-06028	REINFORCING BARS	1,200	LBS	\$4.25	\$5,100.00
010	715-92537	PIPE, PVC, 8"	6	LFT	\$60.00	\$360.00
011	732-11770	AGGREGATE FOR DRAINAGE FILL	3	CYS	\$200.00	\$600.00
012	801-06775	MAINTAINING TRAFFIC	1	LS	\$12,800.00	\$12,800.00
013	802-03897	GALVANIZED, FLUSH MOUNT FILLER PIECE, FOR BOLLARD FOOTING	12	EACH	\$915.00	\$10,980.00
014	802-03898	Heavy Traffic Galvanized, 24 inch tall ground sleeve with welded in place stop pins.	4	EACH	\$1,675.00	\$6,700.00
015	802-03899	Heavy Traffic Galvanized, 18 inch tall ground sleeve with welded in place stop pins.	8	EACH	\$1,260.00	\$10,080.00
TOTAL						\$107,555.00



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): 12/15/2025

1. Governmental Unit (Owner): City of Bloomington - Board of Public Works
2. County : Monroe County
3. Bidder (Firm): DC Construction Services, INC.
Address: 9598 Brookes Way
City/State/ZIPcode: Pendleton, IN 46064
4. Telephone Number: 317-577-0276
5. Agent of Bidder (if applicable): N/A

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Kirkwood Bollard Footing Installation Project (Governmental Unit) in accordance with plans and specifications prepared by City of Bloomington and dated 12/3/25 for the sum of One hundred and seven thousand five hundred and fifty five dollars and zero cents \$ 107,555.00

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: City of Bloomington - Board of Public Works

Bidder (Firm) DC Construction Services, INC.

Date (month, day, year): 12/15/25

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
1,499,000.00	Conc./Asphalt	08/25	Town of Decatur
2,346,000.00	Asphalt	09/25	Howard County
800,000.00	Conc./Asphalt	07/25	Town of Fortville
298,000.00	Conc./Asphalt	08/25	Town of Frankton

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
900,000.00	Conc./Asphalt	12/25	Town of Pendleton
1,679,000.00	Conc./Asphalt	12/25	City of Brownsburg
2,800,000.00	Conc./Asphalt	12/25	City of Anderson
563,000.00	Conc./Asphalt	12/25	City of Anderson

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

N/A

4. List references from private firms for which you have performed work.

Colliers International - Paige Bauernfeind, Property Manager 952-221-1519

Washington Prime - Gregory Fly, Area Operations Director 317-818-0725

Sealy and Company - John Davis, Construction Manager 678-758-4775

SealMaster - Jake Bernath, President 419-388-3834

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.)*

Project to begin per agreed date. Approximate 6 weeks for completion.

Phasing map and timeline to be reviewed and approved before commencing work.

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.

Javelina Construction Inc, 13376 Britton Park Rd Fisher IN 46038 (milling)

McCrite Milling, 810 Industrial Blvd New Albany IN 47150 (milling)

DWD Company, 1916 Old SR 37 Greenwood IN 46143 (milling)

Gridlock Traffic Systems, 6400 Massachusetts Ave Indianapolis IN 46226 (striping)

The Airmarking Co. 1544 North State Rd 25 Rochester, IN (Striping)

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.

N/A

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.

Skid steers, milling machine, broom, roller, asphalt paver, excavator, crack seal

melters, line stripe machines, dump trucks

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.

Current material pricing and quotes were used to calculate estimate.

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

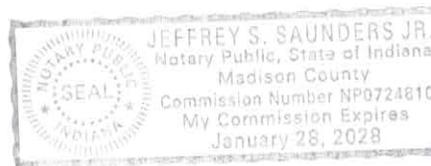
I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at 9:00 AM this 15th day of December, 2025

DC Construction Services, INC.
(Name of Organization)
By [Signature]
Operations
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Madison) ss



Before me, a Notary Public, personally appeared the above-named Caity Robbins and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 15th day of December, 2025

[Signature]
Notary Public

My Commission Expires: 1/28/28

County of Residence: Madison



Board of Public Works Staff Report

Project/Event: Storm Repair Project
Staff Representative: Zach Bell, Engineering
Petitioner/Representative: **CBU**
Date: December 16th, 2025

Report: CBU is requesting a closure of the intersection of 17th ST and N. Walnut ST as part of a storm repair project. Work will occur at night. We are recommending a noise permit application be submitted by CBU. The traffic control would be in place for 1 evening with concrete back in place the next morning. Work will occur during the IU holiday break ideally the 21st or the 22nd.

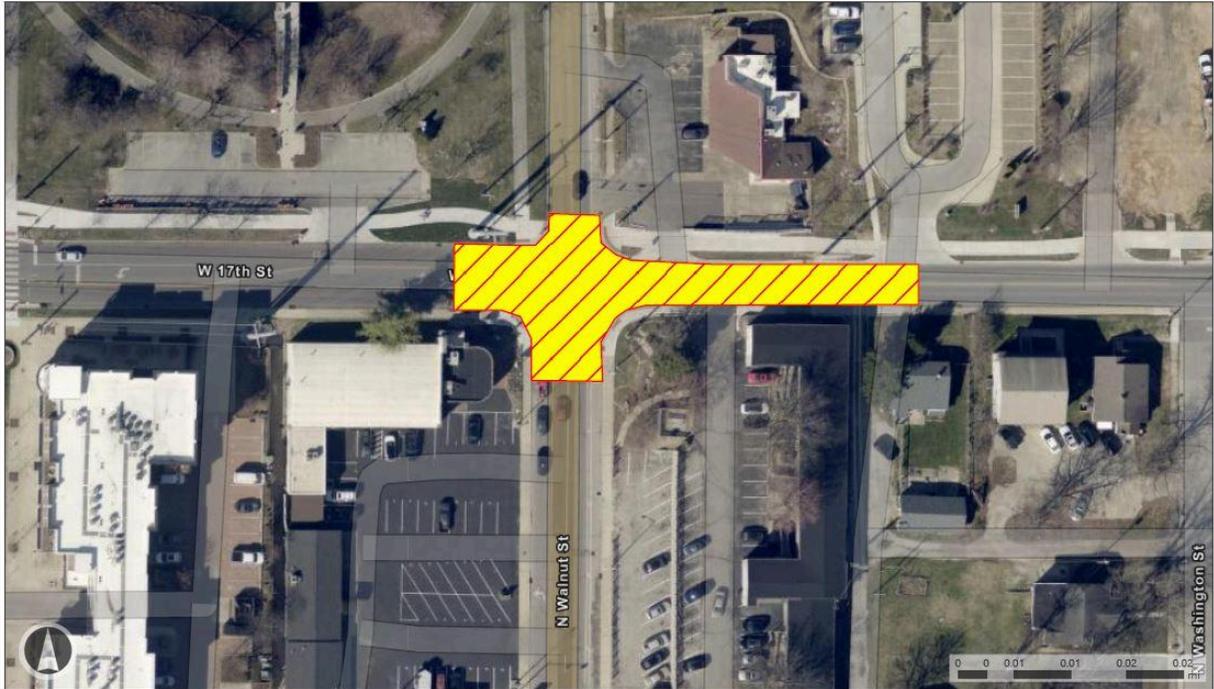
CBU has supplied maintenance of traffic plans for all work. They have also sent Public notice to property owners about the BPW meeting and scope of their work (see packet for details).

Stakeholder 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>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>MCCSC: Scott Waddell, Director of Transportation - dwaddell@mccsc.edu</p>	<p>Notice provided via inRoads system</p>
<p>Affected property owners</p>	<p>Coordination is ongoing</p>

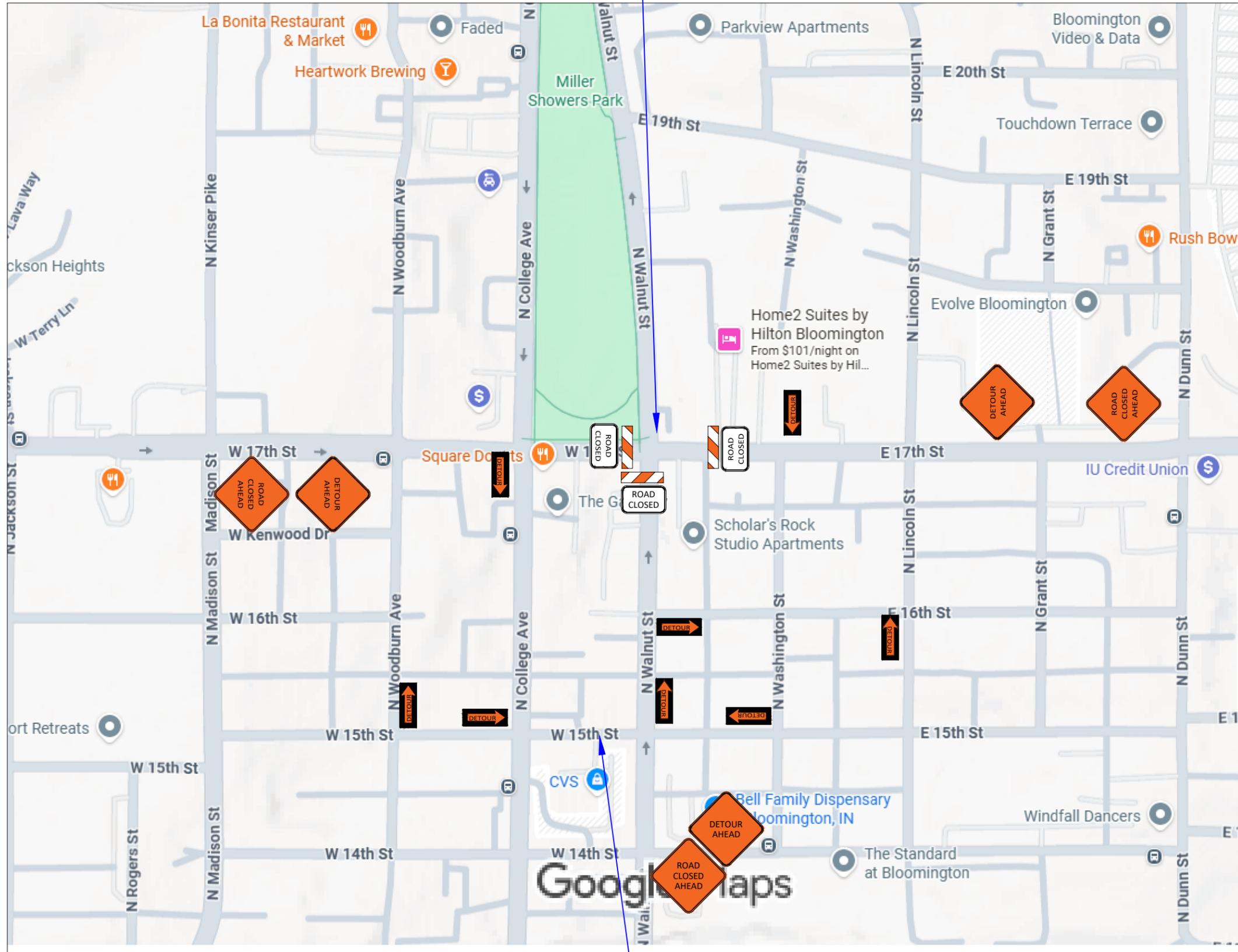
Site map:



Map Legend
Bloomington Municipal Boundary



SIDEWALKS TO BE CLOSED INSIDE WORK ZONE



SIDEWALK TRAFFIC TO DETOUR FROM COLLEGE TO WASHINGTON USING 15TH ST



-  M4-9 (R)
-  M4-9 (L)
-  M4-10L
-  M4-10R
-  R3-1
-  R3-2
-  R11-2
-  XW20-2
-  XW20-3
-  ROAD CLOSED
-  TYPE 3 BARRICADE
- 

PH.3 SIGN TABLE	
SIGN/EQUIPMENT	NO. REQ.
ROAD CLOSED AHEAD XW20-3	3
DETOUR AHEAD XW20-2	3
ROAD CLOSED R11-2	3
ROAD CLOSED TO THROUGH TRAFFIC R11-4	0
DETOUR LEFT M4-10L	0
DETOUR RIGHT M4-10R	0
RIGHT TURN PROHIBITION R3-1	0
LEFT TURN PROHIBITION R3-2	0
STREET NAME D3-1 ORANGE/BLACK	0
DETOUR W/ ARROW M4-9 (R)	0
DETOUR W/ ARROW M4-9 (L)	0
TYPE III BARRICADE	3

APP.	BY	No.	REVISIONS	DATE

UTILITIES DEPARTMENT

PROJECT NO. xxx	Date: 11/12/2025
Designed by: MW	Checked by: JH/DB
Drawn by: MW	Approved by:

MAINTENANCE OF TRAFFIC PLAN

N WALNUT ST & W 17TH ST

STORM PROJECT MOT

BLOOMINGTON, IN

PROPOSED SHEET No. 1 of 1



Board of Public Works Staff Report

Project/Event: Bloomington Convention Center
Staff Representative: Kyle Baugh
Petitioner/Representative: Andrew Scere - Project Manager Weddle Bros
Date: December 16th, 2025

Report: Weddle Bros is requesting closures for the next two phases of the Bloomington Convention Center Project. Phases and closure request are as follows:

Phase 2:

Sidewalk and road closures on S College, south of 3rd St as part of the project located at location. This request is to accommodate installation of the connector or “skybridge” . The traffic control would be in place from January 26th, 2026 through February 12, 2026 with a detour for vehicular traffic to Rogers St and a pedestrian detour to Walnut St and 2nd St

Phase 3:

Immediately following phase 2 completion, a lane closure of the eastern southbound lane of College Ave is being requested. This request is to accommodate placement of pedestrian diversion for curb and sidewalk demolition and reconstruction. The traffic control would be in place from February 13th, 2026 through June 26th, 2026

Weddle Bros has supplied maintenance of traffic plans for all work. They have also sent Public notice to property owners about the BPW meeting and scope of their work (see packet for details).

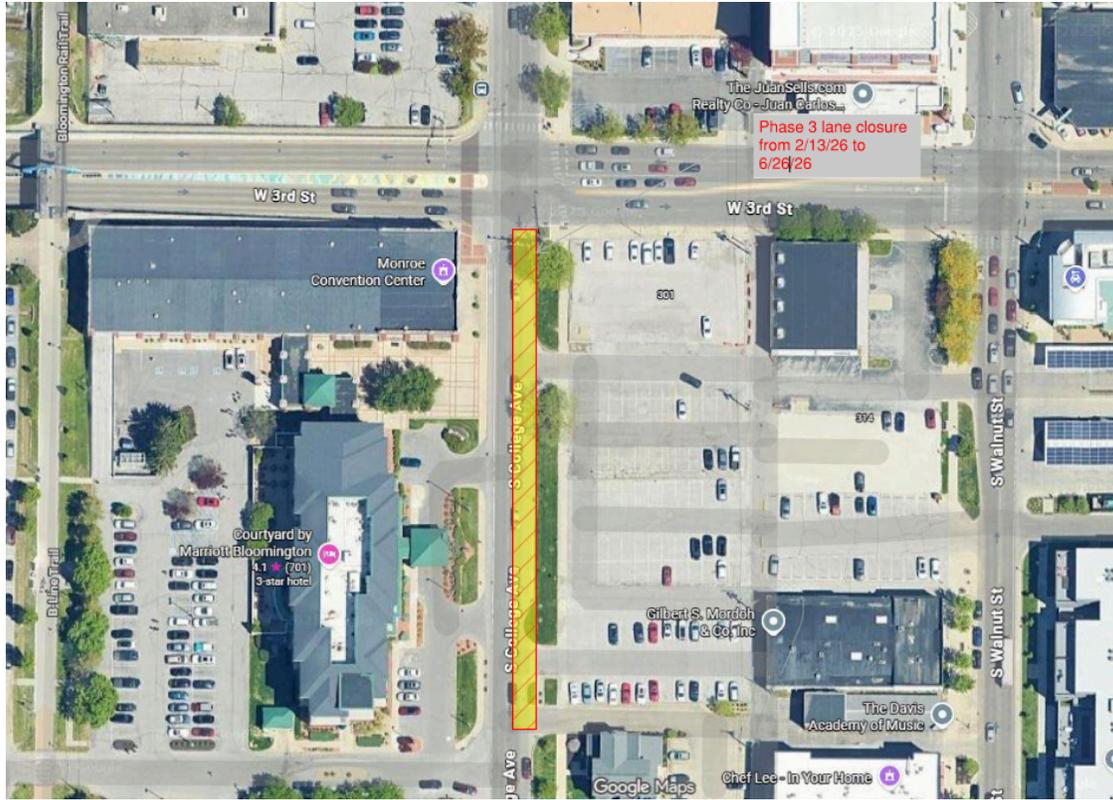
Stakeholder Notification checklist:

Stakeholder name/Contact Info	Notes:
Public	Signage to be posted 3 weeks 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>	Weddle Bros to communicate
<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 	N/A
<p>MCCSC: Scott Waddell, Director of Transportation - dwaddell@mccsc.edu</p>	Notice provided via inRoads system
Affected property owners	Copy of notice included in packet materials

Site maps:







WEDDLE BROS. BUILDING GROUP, LLC

A Weddle Bros. Construction Company

100% Employee Owned

December 10th, 2025

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

RE: College Avenue Lane Closure & Restrictions

Dear Board Members:

Weddle Bros. Building Group (Weddle Bros.) is planning to complete the connector portion of the Bloomington Convention Center Expansion Project that will span from the new expansion on the east side of South College Avenue to the west side, where the current Convention Center is located.

In order to complete this work, Weddle Bros. is requesting to have a complete closure of South College Avenue that will allow this work to take place.

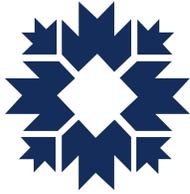
This closure will reflect what is shown on the attached Maintenance of Traffic Plan referenced as 'MOT Phase 2 (CT103.2)'. This closure request would be implemented from January 26th, 2026 through February 12th, 2026.

Following the Phase 2 completion (referenced above), Weddle Bros. would politely request implementing the attached Maintenance of Traffic Plan referenced as 'MOT Phase 3 (CT101.2) which would restrict South College Avenue to one lane just south of the Third Street and College Avenue intersection. This Maintenance of Traffic Plan request would be implemented from February 13th, 2026 through June 26th, 2026.

Weddle Bros. will continue to coordinate with the City of Bloomington along with all respective entities. Additionally, Weddle Bros. has and will continue coordinating with property owners affected by these implemented Maintenance of Traffic Plans by providing dates along with construction/ traffic restriction information or updates.

Sincerely,

Andrew Scere
Project Manager



NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3410

Application and Permit Information

This is an application for a permit for relief from Chapter 14.09 (Noise Control) of the Bloomington Municipal Code. Any permit granted by the City of Bloomington must contain all conditions upon which said permit shall be effective. The City may prescribe any reasonable conditions or requirements it deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

Once a completed application is submitted to the City, it will be reviewed by the Board of Public Works. If the permit is approved, the holder must still abide all other city, state, and federal laws.

Contact Public Works with any questions: (812) 349-3411 or public.works@bloomington.in.gov

Event and Noise Information

Name of Event:	Bloomington Convention Center Connector Completion		
Location of Event:	301 South College Ave. Bloomington Indiana 47403		
Date of Event:	1/26/2026 - 2/12/2026	Start of Event (12:00 AM/PM):	12:00 AM
Calendar Day of Week:	Monday	End of Event (12:00 AM/PM):	11:59 PM
Description of Event:	Installing connector from new Bloomington Convention Center Expansion to Existing Convention Center over South College Avenue		
Source of Noise (e.g., Active Construction, Live Band, Instrument, Loudspeaker):	Construction		
Will Noise be Amplified? Indicate Yes or No.	No		

Applicant Information

Name:	Andrew Scere
Organization:	Weddle Bros. Building Group
Title:	Project Manager
Physical Address:	2182 West Industrial Park Drive Bloomington Indiana 47404
Email Address:	ascere@weddlebros.com
Phone Number:	812-340-1885
Signature:	
Date of Signature:	

FOR CITY OF BLOOMINGTON USE ONLY

In accordance with Section 14.09.070 of the Bloomington Municipal Code, We, the Board of Public Works, the designee of the Mayor of the City of Bloomington, hereby waive the City Noise Ordinance for the above mentioned event.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Elizabeth Karon, Vice-President

Date

James Roach, Secretary



Board of Public Works Staff Report

Project/Event: AT&T Fiber Project ROW Permit
Staff Representative: Rebecca Davis
Petitioner/Representative: Brian Busick and Eric Tamewitz / Lineal Contracting
Date: December 16th, 2025

Report: Lineal Contracting is requesting (on behalf of work for AT&T), traffic lane, parking lane, bicycle lane and sidewalk closures in multiple locations with majority being short term in duration for fiber optic installation - mostly pulling in preexisting conduit and aerial overlash, and a small amount of boring. The anticipated duration of this project is one month. The locations and the type of closures required are listed below:

Area One: Washington street with a northern boundary of E 7th and a southern boundary of E Dodds St. Types of closures include:

TA-28 Sidewalk Detour or Diversion
TA-6 Shoulder Work with Minor Encroachment
TA-17AY Mobile Operation on a Two-Lane Road with Flaggers
TA-B1 Bicycle Lane Closure

Area Two: N/S Alley between Washington and Walnut as well as a stretch on S Walnut St with a northern boundary of E Dodds and a southern boundary of E Winslow. Types of closures include:

TA-13 Temporary Road Closure (alley between Washington and Walnut)
TA-18 Lane Closure on a Minor Street
TA-28 Sidewalk Detour or Diversion
TA-6 Shoulder Work with Minor Encroachment
TA-33 Stationary Lane Closure on a Divided Highway with Arrow Board
TA-25 Mobile Operation on a Multi-Lane Road
TA-10 Lane Closure on a Two-Lane Road Using Flaggers
TA-27 Closure at the Side of an Intersection with a uniformed officer for closure within 15 ft of a major intersection (if lane closure is needed to perform the work at this intersection)

Area Three: S Walnut / Old SR 37 South with a northern boundary of E Winslow and a southern boundary of E Rhorer Rd. Types of closures include:

- TA-6 Shoulder Work with Minor Encroachment
- TA-1 Work Beyond the Shoulder
- TA-17AY Mobile Operation on a Two-Lane Road with Flaggers

Area Four: E Dodds to W Dodds with eastern boundary of S Washington St and a western boundary of S Rogers St. Types of closures include:

- TA-28 Sidewalk Detour or Diversion
- TA-33 Stationary Lane Closure on a Divided Highway
- TA-10 Lane Closure on a Two-Lane Road Using Flaggers for Dodds west of S Walnut

Area Five: S Rogers with northern boundary of W Allen and a southern boundary of Rockport Rd. Types of closures include:

- TA-28 Sidewalk Detour or Diversion
- TA-10 Lane Closure on a Two-Lane Road Using Flaggers
- TA-17AY Mobile Operation on a Two-Lane Road with Flaggers
- TA-6 Shoulder Work with Minor Encroachment

Area Six: S Rockport Rd with a northern boundary of S Rogers and a southern boundary of just past W Pinehurst. Types of closures include:

- TA-17AY Mobile Operation on a Two-Lane Road with Flaggers
- TA-6 Shoulder Work with Minor Encroachment

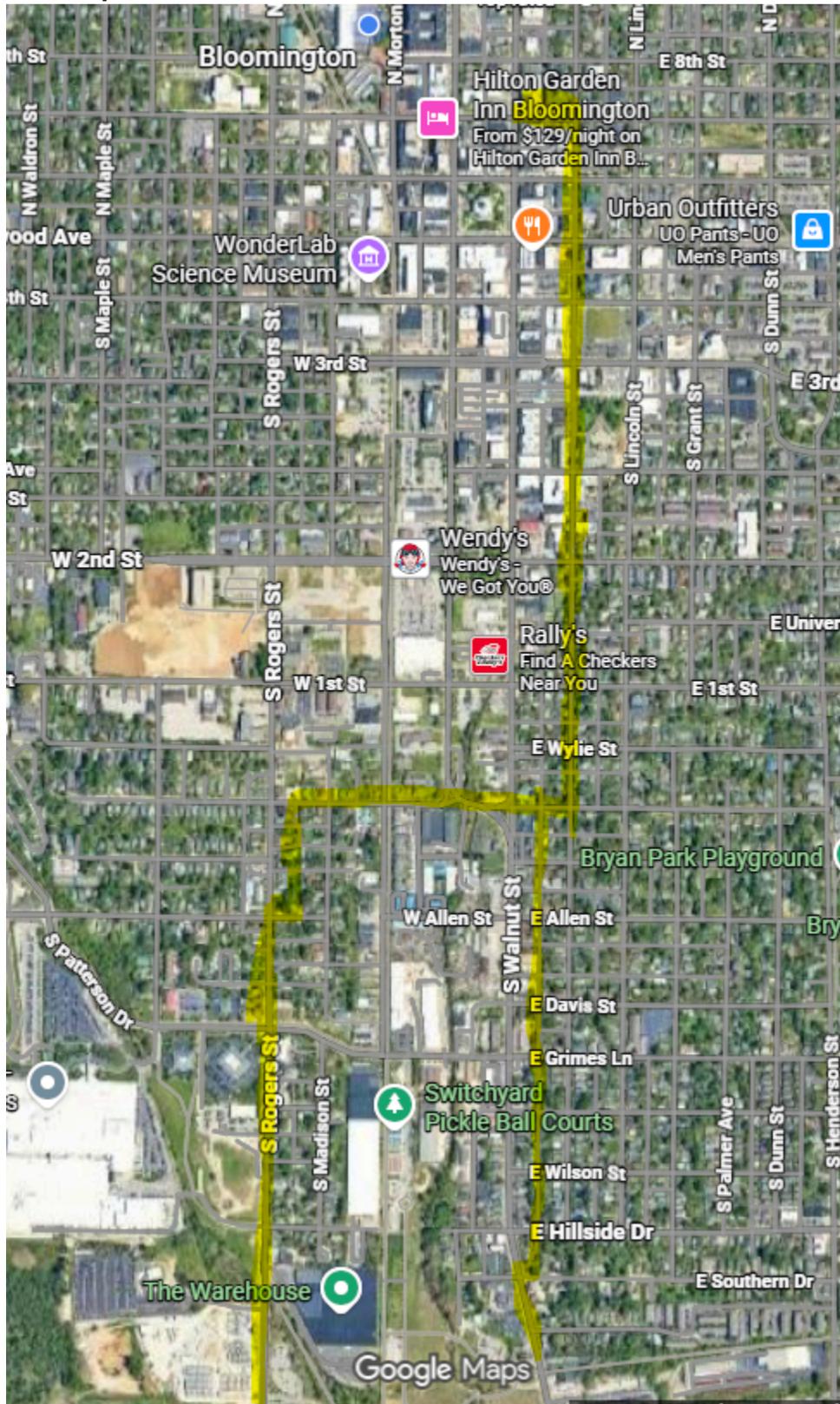
Lineal Contracting has supplied maintenance of traffic plans for all work.

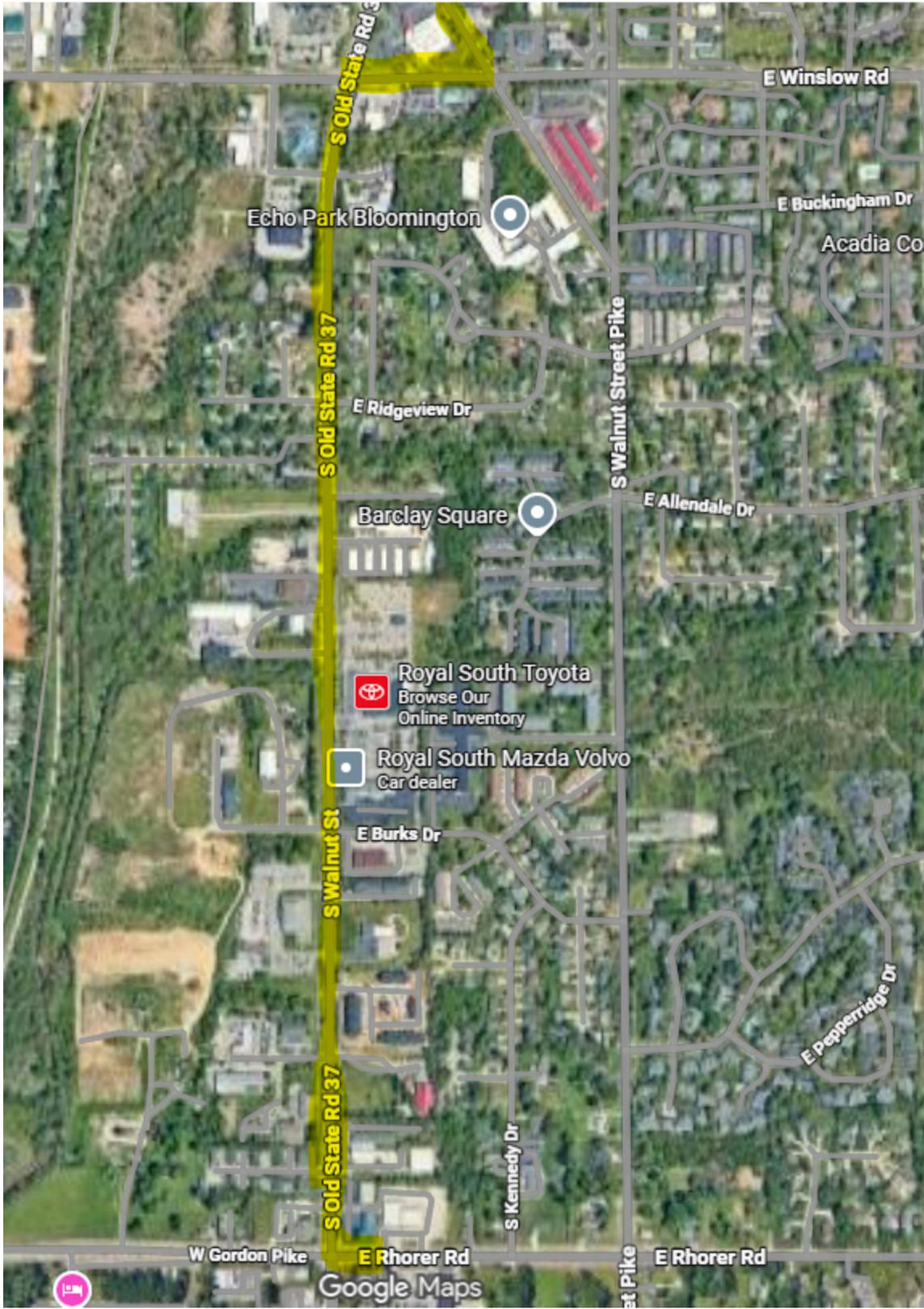
Stakeholder Notification checklist:

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>Multiple Bus Stops along routes</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 property owners</p>	<p>Coordination is ongoing</p>

Site map:







December 3, 2025

Via Electronic Delivery

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

Re: Requested City of Bloomington Lane Restrictions

Dear Board Members:

Lineal Contracting Inc. has been sub-contracted by AT&T Telecommunication company and is planning to perform work in the City of Bloomington. To facilitate this project, Lineal Contracting Inc. respectfully requests the temporary restrictions/closures of the City of Bloomington streets and sidewalks to place fiber optic cable in an existing conduit system and existing pole lines. The affected streets will be E. 7th St., W. 7th St., N. Adams St., S. Adams St., Fountain Dr., a North/South alley between S. Maple St. and S. Fairview St. from South of W. 3rd St. North to an East/West Alley between W. Kirkwood Ave. and W. 6th St. along said alley to N. Adams St., W. 3rd St., S. Curry Pike, W. Fairington Dr. Along with these streets are, N. Washington St., S. Washington St., E. Dodds St., an alley between S. Rogers St. and S. Madison St., W. Allen St., S. Rogers St., an alley between S. Washington St. and S. Walnut St., E. Wilson St., E. Southern Dr., S. Walnut St., Walnut Pike, E. Winslow Rd., S. Old SR 37, E. Rhorer Rd., in accordance with the attached Management of Traffic Plan.

Lineal Contracting Inc. will coordinate with the City of Bloomington and City of Bloomington Utilities, law enforcement and transit providers to assure that these restrictions and closure information is well communicated. Lineal Contracting Inc. respectfully requests that the Board of Public Works approves the restrictions/closures referenced above from the date of approval to approximately one month after approval.

Sincerely,

Eric Tamewitz
Outside Plant Engineer

A handwritten signature in black ink, appearing to read "Eric Tamewitz", written in a cursive style.



Board of Public Works Staff Report

Project/Event: AT&T Fiber Project ROW Permit
Staff Representative: Rebecca Davis
Petitioner/Representative: Brian Busick and Eric Tamewitz / Lineal Contracting
Date: December 16th, 2025

Report: Lineal Contracting is requesting (on behalf of work for AT&T), traffic lane, parking lane, bicycle lane and sidewalk closures in multiple locations with majority being short term in duration for fiber optic installation - mostly pulling in preexisting conduit and aerial overlash, and a small amount of boring. The anticipated duration of this project is one month. The locations and the type of closures required are listed below:

Area One: E & W 7th St with an eastern boundary of N Washington St and a western boundary of N Adams St. Types of closures include:

TA-28 Sidewalk Detour or Diversion
TA-B1 Bicycle Lane Closure
TA-11 Lane Closure on a Two-Lane Rd with Low Traffic Volumes

Area Two: N Adams St and Fountain Dr with an eastern boundary of N Adams St And a western Boundary of N Nuckles Rd. Types of closures include:

TA-28 Sidewalk Detour or Diversion
TA-11 Lane Closure on a Two-Lane Rd with Low Traffic Volumes
TA-17AY Mobile Operation on a Two-Lane Road with Flaggers

Area Three: N/S Alley between Maple and Fairview with a southern boundary of W 3rd st and a northern boundary of W Kirkwood Ave. Types of closures include:

TA-17AY Mobile Operation on a Two-Lane Road with Flaggers
TA-28 Sidewalk Detour or Diversion

Area Four: E/W Alley between West Kirkwood and W 6Th St with an eastern boundary of N Maple and a western boundary of N Adams. Types of closures include:

TA-17AY Mobile Operation on a Two-Lane Road with Flaggers

Area Five: W 3rd St with an eastern boundary of S Adams and a western boundary of I-69. Types of closures include:

TA-28 Sidewalk Detour or Diversion

TA-B1 Bicycle Lane Closure

TA-33 Stationary Lane Closure on a Divided Highway with Arrow Board

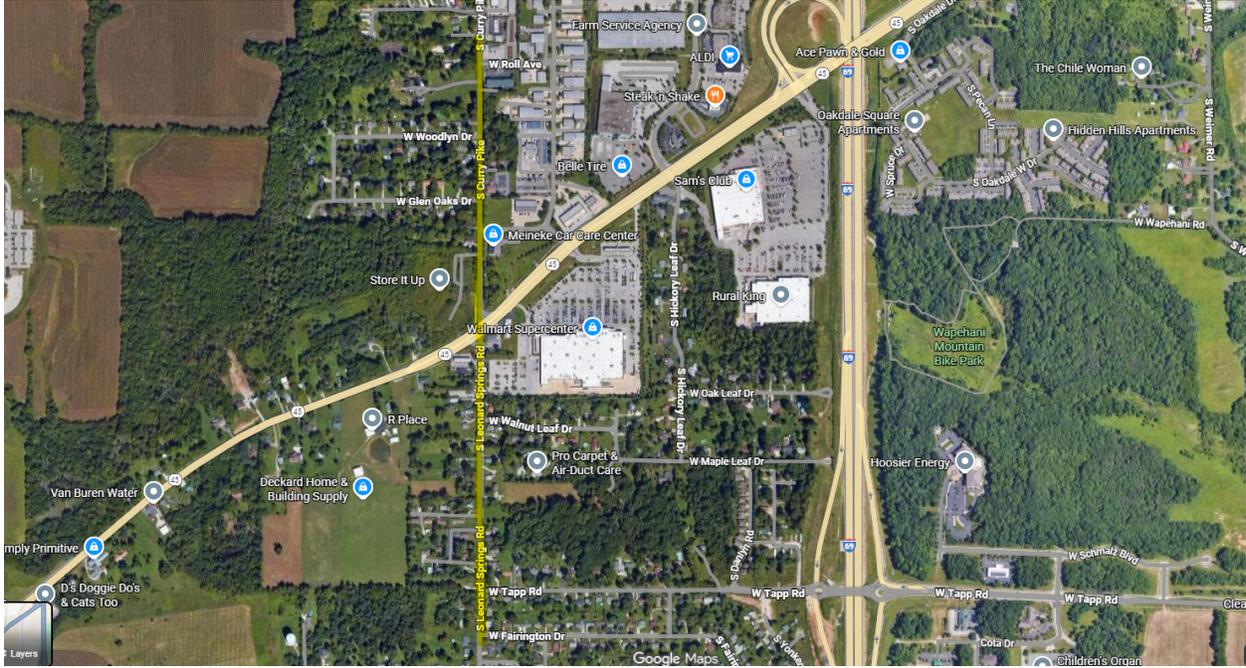
Area Six: S Curry Pike / S Leonard Springs Rd with a northern boundary just south of Constitution Ave and a southern boundary of W Farrington Dr. Types of closures include:

TA-17AY Mobile Operation on a Two-Lane Road with Flaggers

Lineal Contracting has supplied maintenance of traffic plans for all work.

Stakeholder Notification checklist:

Stakeholder name/Contact Info	Notes:
Public	Signage to be posted prior to closure implementation
Emergency services	Notice provided via inRoads system
Bloomington Transit: Shelley Strimaitis, Planning and Special Projects Coordinator - shelley.strimaitis@bloomingtontransit.com	Multiple Bus Stops along routes
Indiana University: <ul style="list-style-type: none"> ● Susie Johnson, Associate Vice President for Facility Operations - saj3@iu.edu ● Matthew Jeffries, Director of 	N/A





December 3, 2025

Via Electronic Delivery

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

Re: Requested City of Bloomington Lane Restrictions

Dear Board Members:

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Sincerely,

Eric Tamewitz
Outside Plant Engineer

A handwritten signature in black ink, appearing to read "Eric Tamewitz", written in a cursive style.



Board of Public Works Staff Report

Project/Event: Lot Rehabilitation (Lot 1, 3, and 5)
Petitioner/Representative: Public Works: Parking Services Division
Staff Representative: Michelle Wahl
Date: 12/16/2025

Report: Request to award a bid to Riverside Paving and Contracting, LLC for the resurfacing and re-striping of three city owned parking lots. This contractor was the lowest bidder in the amount of \$134,139. These lots will be made brand new and in full ADA compliance.

Scope of Work

Contractor shall commence the following scope for Lot 1 is located at 4th & Dunn, Lot 3 is located at 4th & Washington, and Lot 5 is located at 6th & Lincoln

- Mill 1 ½ inches so as not to change the finished elevation when resurfaced
- Apply 1 ½ inches of surface material after the mill
- ADA Meter poles will need to stay, however, lowered to 48 inches in all lots/if removed, they will need to be replaced (contact parking before removal of any meter heads)
- ADA markings must be replaced
- Straighten all signage poles in lots
- Re-stripe all traffic control ground paint markings, including all parking stalls
- All stripping back to the previous detail
- If bumper blocks are to be removed, then reset after the placement of the surface
- If signage is removed, all signage needs to be reinstalled
- Replacement of bumper blocks if broken during removal
- Clear all unwanted vegetation if present
- Provide barricade for complete lot closure
- Removal of all capped or not capped meter poles (base treatment as needed to fill the voids)

Contractor shall ensure the work area is clean of any debris before and after work is completed. Contractor shall give a **4-week notice (May 4, 2026)** to the Parking Garage Manager, Jess Goodman, before work can commence. Parking Services will need to arrange for these lots to be shut down and current parking clients to be

notified in advance so other parking arrangements can be made for reserved spaces or/and pass holders. Awarded contractor will be given 45-days to complete all work, if start date is on or before June 1, 2026 and will have until July 31st, 2026 to complete entire project.

Recommendation and Supporting Justification: Cost = \$134,139.00

Recommend **Approval** **Denial by:** Michelle Wahl



CONTRACT COVER MEMORANDUM

TO: Adam Wason
FROM: Michelle L. Wahl, Parking Services Director
DATE: 12.16.2025
RE: Resurfacing and Restriping of Lots 1, 3 and 5

Contract Recipient/Vendor Name:	Riverside Paving and Contracting, Inc.
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Michelle L. Wahl
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	8/1/2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-1140
Due Date For Signature:	December 16, 2025
Expiration Date of Contract:	July 31, 2026
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$134,139.00
Funding Source:	2207.26.260000.53990
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Michelle Wahl
Affirmative Action Plan Complete (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:

This project shall include, but is not limited to, resurfacing and re-striping of three (3) parking lots located in Bloomington Indiana. Lot #1 located at 4th & Dunn, Lot #3 located at 4th & Washington, and Lot #5 located at 6th & Lincoln. This includes specific instructions modifications for each lot.

City of Bloomington Contract and Purchase Justification Form

Vendor: Riverside Paving and Contracting, LLC

Contract Amount: \$ 134,139.00

Requisition #:

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.)

Request for Quote (RFQ)
< \$ 25,000 – only 1 quote req'd (IC 5-22-8-2(b))
> \$ 25,000 – 3 quotes req'd (IC 5-22-8-3)

Request for Proposal (RFP)
Any dollar amount, but we ask vendor to design scope of project (IC 5-22-2-28)

Invitation to Bid (ITB)
> \$ 150,000, formal bid packet req'd, must be advertised twice in 2 publications (IC 5-22-2-14)

Request for Qualifications (RFQu)
Any dollar amount; projects using design-build contractors (IC 5-30-5)

Sole Source
Only 1 vendor can provide service or supplies needed (IC 5-22-10-13)

Software Programs or License Agreements
(IC 5-22-10-7)

No Responsive Offer Received
1 or 2 vendors fail to respond (IC 5-22-10-10)

Emergency Purchase
Must endanger public health, welfare, or safety (IC 5-22-10-4)

Purchase Method Impairs Agency Function
Purchasing method seriously impairs function of the agency (IC 5-22-10-9)

Not Applicable (NA)
< \$ 2,500 and using On-Call contract

Other (Describe below)

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

of Submittals: 5

Met city requirements?

Yes No

Met item or need requirements?

Was an evaluation team used?

Was scoring grid used?

Were vendor presentations requested?

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

Yes No

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):

SELECTED VENDOR TOTALS:

Riverside Paving and Contracting, Inc. \$134,139.00
 DC Construction Services, Inc. \$149,483.00
 Milestone Contractors, LP \$182,500.00
 E&B Paving-- Bloomington \$183,400.00
 ACCI LLC \$379,374.00

Michelle L. Wahl

Print/Type Name

Parking Services Director

Print/Type Title

Public Works

Department

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS
PARKING DIVISION AND
CONTRACTOR
FOR
PARKING LOT REHABILITATION (3)

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Parking Division through the Board of Public Works (hereinafter CITY), and **Riverside Paving and Contracting, Inc.**, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for resurfacing and re-striping of three (3) parking lots located in Bloomington, Indiana. Lot #1 is located at 4th & Dunn, Lot #3 is located at 4th & Washington, and Lot #5 is located at 6th & Lincoln. Specific tasks and requirements are described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

2.2 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. Anticipated date of release of the Notice to Proceed is June 1, 2026.

2.3 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.

2.4 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

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

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

Defective work.

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

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

Damage to CITY or a third party.

3.3 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.

3.4 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.

3.5 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 not used, this requirement does not apply.

3.6 Project Manager The City Project Manager shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Project Manager 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 \$200,000 and for which Contractor requested Progressive Payments on its Bid Form, the Owner requires that retainage be held as set out below.

4.2 Retainage Amount The retainage amount shall be three percent (3%) 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.

4.3 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.

4.4 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.

4.5 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.

4.6 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.

4.7 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

5.1 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.

5.2 Abandonment, Default and Termination

5.2.1 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.

5.2.2 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.

5.2.3 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 PROJECT MANAGER OR 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.

5.2.4 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.

5.2.5 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.

5.2.6 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.

5.2.7 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.

5.3 Successors and Assigns

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

5.3.2 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.

5.4 Extent of Agreement: Integration

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

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

5.4.2 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

5.5.2 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.

5.5.3 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.

5.5.4 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.

5.5.5 After Substantial Completion of the Project and the release of Retainage, and with the prior written approval of CITY, CONTRACTOR may reduce the coverage of Cyber Attack and Cyber Extortion, Network Security Liability, Electronic Media Liability, and Fraudulent Impersonator Coverage.

5.6 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.

5.7 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.

5.8 Non-Discrimination

5.8.1 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.

5.8.2 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;

A) 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.

5.8.3 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.

5.9 Workmanship and Quality of Materials

5.9.1 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.

5.9.2 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 PROJECT MANAGER AND OR ENGINEER. The approval by the PROJECT MANAGER AND OR 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 PROJECT MANAGER AND OR ENGINEER.

5.9.3 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Project Manager and or 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.

5.10.1 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

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

5.11.2 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.

5.11.3 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.

5.11.4 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

5.12.1 For contracts in excess of \$200,000, CONTRACTOR shall provide CITY with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

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

5.12.3 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.

5.13.1 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	Riverside Paving and Contracting, Inc.
Attn: Michelle Wall	Attn: Jimmy Stanley
206 S. Walnut Street	263 Eiler Avenur
Bloomington, Indiana 47404	Louisville, KY 40214

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

5.17.1 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.

5.17.2 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."

5.17.3 Domestic Foundry products are defined as follows:

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

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

5.17.5 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.

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

DATE: _____

City of Bloomington

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Elizabeth Karon, Vice President

Printed Name

James Roach, Secretary

Title of Contractor Representative

Kerry Thomson, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

PARKING LOT REHABILITATION (3 LOTS)

This project shall include, but is not limited to, the resurfacing and re-striping of three parking lots. Lot 1 is located at 4th & Dunn, Lot 3 is located at 4th & Washington, and Lot 5 is located at 6th & Lincoln.

Approximate square footage of Lots:

Lot 1 - 18,900

Lot 3 - 24,400

Lot 5 - 20,350

Scope of Work

Contractor shall commence the following scope for Lot 1, Lot 3, and Lot 5.

- Mill 1 ½ inches so as not to change the finished elevation when resurfaced
- Apply 1 ½ inches of surface material after the mill
- ADA Meter poles will need to stay, however, lowered to 48 inches in all lots/if removed, they will need to be replaced (contact parking before removal of any meter heads)
- ADA markings must be replaced
- Straighten all signage poles in lots
- Re-stripe all traffic control ground paint markings, including all parking stalls
- All stripping back to the previous detail
- If bumper blocks are to be removed, then reset after the placement of the surface
- If signage is removed, all signage needs to be reinstalled
- Replacement of bumper blocks if broken during removal
- Clear all unwanted vegetation if present
- Provide barricade for complete lot closure
- Removal of all capped or not capped meter poles (base treatment as needed to fill the voids)

Contractor shall ensure the work area is clean of any debris before and after work is completed.

Contractor shall give a **4-week notice (May 4, 2026)** to the Parking Garage Manager, Jess Goodman, before work can commence. Parking Services will need to arrange for these lots to be shut down and current parking clients to be notified in advance so other parking arrangements can be made for reserved spaces or/and pass holders. Awarded contractor will be given 45-days to complete all work, if start date is on or before June 1, 2026 and will have until July 31st, 2026 to complete entire project.

Lot 1 Scope Specific Requirements:
4th and Dunn

- Lot 1 move #1 and #2 ADA 1 accessible aisle space to far east corner of this lot facing 4th Street (see map of lot for ADA space removal and spaces 48 ADA, 47 van accessible-hash markings and then 46 ADA
- Install in space 48 one meter post at 48 inches
- ADA space #1, #2, #3 and two hash spaces will revert to standard parking stalls

Lot 3 Scope Specific Requirements:
4th & Washington

- Install fourteen (14) meter poles
- Metal poles shall be Schedule 40 galvanized pole, 2 5/8" outside diameter, 2" interior diameter with height of 60 inches = 5ft from ground level
- Each pole is to be in front of each parking space behind the bumper block in the center aisle and in the center of the parking space
- Poles are to be added to parking space numbers 4 – 17

Lot 5 Scope Specific Requirements:
6th & Lincoln

- Patch any excess depressions/potholes; please note in Lot 5 there is a depression approximately 5 x 8 in southwest corner dig out to sub-grade, treat base and surface
- In Lot 5 cap curb in the center of the southwest alley
- In Lot 5 remove all meter poles except in the middle island (base treatment as needed to fill voids throughout the lot several wholes on west side)
- In Lot 5 recap curb on the east side and west side of lot
- Add Stencil Numbers (Lot 5 only)
- Move entrance sign in Lot 5 over by 3 ft. beyond the accessible aisle

ATTACHMENT 'B'

**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS;
COST RECOVERY**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
(job title)
_____.
(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$_____

Method of Compliance (Specify) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

Commission #: _____

*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.

ATTACHMENT 'C'

"E-VERIFY AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-Verify AFFIDAVIT

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

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

_____ Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

My Commission #: _____

Attachment 'D'

Compensation Table

Parking Lot #	Description	Quantity	Unit of Measure	Unit Cost	Total
Lot #1	4th St and Dunn Parking Lot Cost	1	EA	\$41,180.00	\$41,180.00
Lot #3	4th St and Washington Parking Lost Cost	1	EA	\$52,914.00	\$52,914.00
Lot #5	6th St and Lincoln Parking Lot Cost	1	EA	\$40,045.00	\$40,045.00
	Total				\$134,139.00

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, Phoenix Dall [Contractor], certify that Riverside Paving & Construction [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.

Phoenix Dall - Estimator / Quantity Surveyor 12/15/2025
Signed/Title Date



Board of Public Works Staff Report

Project/Event: Morton and Walnut St. Garage Waterproofing and Repairs Contract Amendment
Petitioner/Representative: Public Works Parking Services
Staff Representative: Jess Goodman
Date: 12/16/2025

Report:

Due to a change order the Browning Chapman Morton and Walnut St. Garage Waterproofing and Repairs has went passed its official contract expiration date. This Amendment is for the contract date to end on 1/31/2026. All repairs will be completed before this date.

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



CONTRACT COVER MEMORANDUM

TO: Adam Wason
FROM: Jess Goodman
DATE: 12.16.2025
RE: Morton and Walnut Street Garage Waterproofing and Repairs Amendment

Contract Recipient/Vendor Name:	Browning and Chapman, LLC
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>	2/1/2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-116 (amending 25-1106 and 24-545)
Due Date For Signature:	12.31.2025
Expiration Date of Contract:	1.31.2026
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$397,400.00
Funding Source:	101.26.260000.54510 (CRED)
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Jess Goodman
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Jess Goodman
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Jess Goodman

Summary of Contract:

Due to a change order the Browning Chapman Morton and Walnut St. Garage Waterproofing and Repairs has went passed its official contract expiration date. This Amendment is for the contract date to end on 1/31/2026. All repairs will be completed before this date.

**AMENDMENT TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT AND
BROWNING CHAPMAN**

WHEREAS, in December 2024, the City of Bloomington Public Works Department (the “Department”) and Browning Chapman (“Contractor”) entered into a Service Agreement for whereby the City provided funds for concrete restoration of the City’s parking garages (“Agreement”), attached hereto as Exhibit A; and

WHEREAS, all services were to be completed by August 2025 under the Agreement; and

WHEREAS, Contractor and Department verbally agreed to continue the contract beyond August 2025 and have continued operating under the terms and conditions of the Agreement; and

WHEREAS, Contractor and the Department wish to amend the Agreement such that it now expires on January 31, 2026.

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

1. Term of Agreement. The Agreement retroactively applies to all work under the Agreement beyond August 1, 2025, and shall remain in effect until January 31, 2026, unless extended or terminated pursuant to one of the terms listed in the Agreement.
2. All other terms of the original Agreement not expressly modified in this Amendment remain in full force and effect.

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

CITY OF BLOOMINGTON

BROWNING CHAPMAN

Adam Wason, Director DATE
Public Works Department

Signature DATE

Margie Rice, Corporation Counsel DATE

Name, Title

Kyla Cox Deckard, President DATE
Board of Public Works



Board of Public Works Staff Report

Project/Event: Morton and Walnut St. Garage Waterproofing and Repairs Change Order
Petitioner/Representative: Public Works Parking Services
Staff Representative: Jess Goodman
Date: 12/16/2025

Report:

A new bracket needs to be fabricated so we can attached the barrier cables and tighten them on the 3rd floor of the Morton St. Garage. During the original repairs the new anchors would not set into the column do to metal running through. CE Solutions scanned the column and verified we could not drill through and came up with the bracket fabrication.

Recommendation and Supporting Justification: Cost = \$15,444.45

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



CONTRACT COVER MEMORANDUM

TO: Adam Wason
FROM: Jess Goodman
DATE: 12.16.2025
RE: Morton and Walnut St. Garage Waterproofing and Repairs Change Order

Contract Recipient/Vendor Name:	Browning and Chapman, LLC
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>	2/1/2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-1106 (amending 24-545)
Due Date For Signature:	12.31.2025
Expiration Date of Contract:	1.31.2026
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$15,444.45
Funding Source:	2520-26-260000-53610
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Jess Goodman
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Jess Goodman
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Jess Goodman

Summary of Contract:

A new bracket needs to be fabricated so we can attached the barrier cables and tighten them on the 3rd floor of the Morton St. Garage. During the original repairs the new anchors would not set into the column do to metal running through. CE Solutions scanned the column and verified we could not drill through and came up with the bracket fabrication.

BROWNING CHAPMAN

SPECIALTY CONTRACTORS

CHANGE ORDER

November 4, 2025

City of Bloomington Dept. of Public Works
401 North Morton Street, Ste. 120
Bloomington, IN 47404

Re: Morton St. and Walnut St. Parking Garage Repairs - 2024

Changes to Scope: Fabricate and galvanize new bracket assembly per CE Solutions. Remobilize Parksco to install new bracket, attach barrier cables and retighten. Remove any remaining barricades, clean up and demobilize.

Total Cost **\$15,444.45**

Contractor Signature: Ed Hall

Owner Signature: _____

Name Printed: Ed Hall

Name Printed: _____

Title: Project Manger

Title: _____

Date: 11-07-2025

Date: _____

INDIANA/CORPORATE
2101 BASTIAN COURT
WESTFIELD, IN 46074
OFFICE: 317.608.2775

FLORIDA
13850 TREELINE AVENUES
SUITE 5 FORT MYERS, FL 33913
OFFICE: 239.674.6584

OHIO
11250 CORNELL PARK
DRIVE SUITE200
BLUE ASH, OH 45242

TEXAS
4419 WESTGROVEDRIVE
ADDISON, TX 75001
OFFICE: 972.908.0028

BROWNINGCHAPMAN.COM

EXHIBIT A

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

BROWNING AND CHAPMAN, LLC

FOR

MORTON ST. AND WALNUT ST. PARKING GARAGE WATERPROOFING AND REPAIRS

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Street Department through the Board of Public Works (hereinafter CITY), and Browning and Chapman, LLC, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the concrete restoration (sealing, crack injection, patching, coating, joint repair, traffic coating replacement, and painting) of the parking garages (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR by August 1, 2025, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

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

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

ARTICLE 3. COMPENSATION

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

3.02 Owner shall pay Contractor the amount of Three Hundred Ninety-Seven Thousand and Four Hundred Dollars (\$397,400.00) 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 Engineer of Record shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. When referred to throughout the Contract Documents the term "Engineer" refers to the Engineer of Record or his/her designee.

ARTICLE 4. RETAINAGE

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

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

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

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

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

prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

Unsuitable performance of the work as determined by CITY ENGINEER or his or her representative.

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

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

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

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

Premises and operations;

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

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

Broad form property damage – including completed operations;

Fellow employee claims under Personal Injury; and
Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Browning and Chapman, LLC
Attn: Jess Goodman	
401 N. Morton St, Suite 120,	2101 Bastian Court
Bloomington, Indiana 47404	Westfield, IN 46074

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

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the “Scope of Work” of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees’ Immigration Status

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

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

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

5.19 Drug Testing Plan

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

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

DATE: December 17, 2024

City of Bloomington

BY:

Kyla Cox Deckard, President

BY:

Contractor Representative

Elizabeth Aaron, Vice President

Allan Browning

Printed Name

James Roach, Secretary

President

Title of Contractor Representative

Signed by:

Margie Rice, Corporation Counsel

12/24/2024

70B1F031F43E4C6

ATTACHMENT 'A'

"SCOPE OF WORK"

MORTON ST AND WALNUT ST PARKING GARAGE WATERPROOFING AND REPAIRS

This project shall include, but is not limited to the concrete restoration (sealing, crack injection, patching, barrier cable repairs, and painting) of the parking garages. The work will encompass localized areas within the parking garages. CONTRACTOR shall provide all materials, equipment, and labor to complete the work. Work shall be performed as per specifications referenced in the Project Manual and diagram contained in the bid documents. Walnut Street and Morton Street parking garages will remain open to the public during construction.

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 #: _____



Board of Public Works Claim Register

Invoice Date Range 12/06/25 - 12/19/25

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											
Allan & Kris Yates	YATES-112225	01-refund adopt refund-11/22/25-post adoption spay expenses	Paid by Check # 80978		12/09/2025	12/09/2025	12/19/2025		12/19/2025	100.00	
									Account 43430 - Animal Adoption Fees Totals	Invoice Transactions 1	<u>\$100.00</u>
Account 43442 - Equipment Deposits											
Irene Miksik	MIKSIK-112025	01-refund trap deposit-11/20/25	Paid by Check # 80976		12/09/2025	12/09/2025	12/19/2025		12/19/2025	40.00	
									Account 43442 - Equipment Deposits Totals	Invoice Transactions 1	<u>\$40.00</u>
Account 52110 - Office Supplies											
5103 - Staples Contract & Commercial, INC	6048005180	01-heavy duty duct tape 11/15/25	Paid by EFT # 69980		12/09/2025	12/09/2025	12/19/2025		12/19/2025	15.72	
5103 - Staples Contract & Commercial, INC	6048203354	01-heavy duty duct tape, invisible tape 11/18/25	Paid by EFT # 69980		12/09/2025	12/09/2025	12/19/2025		12/19/2025	23.50	
5103 - Staples Contract & Commercial, INC	6047557135	01-Paper, job ticket holders	Paid by EFT # 69980		12/09/2025	12/09/2025	12/19/2025		12/19/2025	114.38	
									Account 52110 - Office Supplies Totals	Invoice Transactions 3	<u>\$153.60</u>
Account 52210 - Institutional Supplies											
313 - Fastenal Company	INBLM240665	01-Trash liners and towels 11/17/25	Paid by EFT # 69815		12/09/2025	12/09/2025	12/19/2025		12/19/2025	305.96	
4586 - Hill's Pet Nutrition Sales, INC	255308224	01-Id Dog Food	Paid by EFT # 69848		12/09/2025	12/09/2025	12/19/2025		12/19/2025	88.16	
4586 - Hill's Pet Nutrition Sales, INC	255232833	01-Dog, Puppy, Kitten and Cat Food	Paid by EFT # 69848		12/09/2025	12/09/2025	12/19/2025		12/19/2025	250.41	
3929 - IDEXX Laboratories, INC	3188797309	01-Parvo & Heartworm test kits	Paid by EFT # 69856		12/09/2025	12/09/2025	12/19/2025		12/19/2025	620.40	
4574 - John Deere Financial f.s.b. (Rural King)	401782	01-litter 50 40lb bags pellet bedding	Paid by Check # 80958		12/09/2025	12/09/2025	12/19/2025		12/19/2025	274.50	
4633 - Midwest Veterinary Supply, INC	26765049-050	01-nitrile exam gloves (L)	Paid by EFT # 69909		12/09/2025	12/09/2025	12/19/2025		12/19/2025	99.57	
4633 - Midwest Veterinary Supply, INC	26964224-100	01-Sanitizer-Rescue Concentrate 55 gal drum-11/24/25	Paid by EFT # 69909		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,856.82	
4137 - Patterson Veterinary Supply, INC	3040059557	01 - Rabbit Food and Saline	Paid by EFT # 69938		12/09/2025	12/09/2025	12/19/2025		12/19/2025	73.25	
									Account 52210 - Institutional Supplies Totals	Invoice Transactions 8	<u>\$3,569.07</u>
Account 53130 - Medical											
6529 - BloomingPaws, LLC	741564	01-Wound care-Mulberry- 07/21/25	Paid by EFT # 69739		12/09/2025	12/09/2025	12/19/2025		12/19/2025	101.60	



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 1101 - General											
Department 01 - Animal Shelter											
Program 010000 - Main											
Account 53130 - Medical											
6529 - BloomingPaws, LLC	740673	01-Cat spay and hernia repair-Vermont-07/15/25	Paid by EFT # 69739		12/09/2025	12/09/2025	12/19/2025		12/19/2025	196.38	
175 - Monroe County Humane Association, INC	56554	01-Spay/Neuter Surgeries 12/02/25	Paid by EFT # 69914		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,150.00	
								Account 53130 - Medical Totals		Invoice Transactions 3	\$1,447.98
Account 53160 - Instruction											
3560 - First Financial Bank / Credit Cards	14048472	01-CAWA Exam Prep Package-Pfenninger	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	410.00	
								Account 53160 - Instruction Totals		Invoice Transactions 1	\$410.00
Account 53220 - Postage											
3560 - First Financial Bank / Credit Cards	1Z9X3VE703264716	01-UPS Store-Board of Health Shipping 11/18/25	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	15.07	
3560 - First Financial Bank / Credit Cards	USPS-11.21.25	01-Animal Control Commission Certified Mail 11/21/25	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	10.48	
								Account 53220 - Postage Totals		Invoice Transactions 2	\$25.55
Account 53630 - Machinery and Equipment Repairs											
8499 - David Walter Blais (Blais Microscope)	90259	01 - Microscope Repair 12/02/25	Paid by EFT # 69738		12/09/2025	12/09/2025	12/19/2025		12/19/2025	170.00	
3560 - First Financial Bank / Credit Cards	676747162	01-Vanco-Dishwasher Repair 11/26/25	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	344.00	
								Account 53630 - Machinery and Equipment Repairs Totals		Invoice Transactions 2	\$514.00
Account 53650 - Other Repairs											
6378 - ANN-KRISS, LLC	112525-2160	01-Repair To Fencing-Stray Yards 11/25/25	Paid by EFT # 69728		12/09/2025	12/09/2025	12/19/2025		12/19/2025	3,850.00	
								Account 53650 - Other Repairs Totals		Invoice Transactions 1	\$3,850.00
								Program 010000 - Main Totals		Invoice Transactions 22	\$10,110.20
Program 010001 - Donations Over \$5K											
Account 53130 - Medical											
3929 - IDEXX Laboratories, INC	1125165023	01-Bloodwork and Fecal	Paid by EFT # 69856		12/09/2025	12/09/2025	12/19/2025		12/19/2025	304.86	
								Account 53130 - Medical Totals		Invoice Transactions 1	\$304.86
Account 53990 - Other Services and Charges											
4045 - Datamars, INC	962826	01-Microchip Registration 11/24/25	Paid by EFT # 69790		12/09/2025	12/09/2025	12/19/2025		12/19/2025	4.95	
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	\$4.95
								Program 010001 - Donations Over \$5K Totals		Invoice Transactions 2	\$309.81
								Department 01 - Animal Shelter Totals		Invoice Transactions 24	\$10,420.01



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 1101 - General											
Department 02 - Public Works											
Program 020000 - Main											
Account 46060 - Other Violations											
Sofia Flores	FLORES-120325	26-Customer sent money order for \$61, but the ticket was for \$60	Paid by Check # 80973		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1.00	
John L McNamara	MCNAMARA-120325	26-Customer sent second check with a \$30 over payment	Paid by Check # 80975		12/09/2025	12/09/2025	12/19/2025		12/19/2025	30.00	
								Account 46060 - Other Violations Totals		Invoice Transactions 2	\$31.00
Account 52110 - Office Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	16GG-TYCQ-9GXD	02-Desk Calendars, Roberts Rules, Pens, Markers for PW Admin	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	88.46	
								Account 52110 - Office Supplies Totals		Invoice Transactions 1	\$88.46
Account 52420 - Other Supplies											
4443 - The Sherwin Williams Company	1806-2	02- Brighten Btown Curb and Ballard Paint -5 gal & poly knit	Paid by EFT # 69993		12/09/2025	12/09/2025	12/19/2025		12/19/2025	146.88	
793 - Indiana Safety Company, INC	0343388-IN	16-Safety gloves for Sanitation	Paid by EFT # 69860		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,182.59	
								Account 52420 - Other Supplies Totals		Invoice Transactions 2	\$1,329.47
Account 53170 - Mgt. Fee, Consultants, and Workshops											
7509 - Axis Architecture + Interiors, LLC	2025029-002	02-Predesign for DPW Operations Center & mileage for meeting	Paid by EFT # 69731		12/09/2025	12/09/2025	12/19/2025		12/19/2025	12,500.00	
								Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice Transactions 1	\$12,500.00
Account 53990 - Other Services and Charges											
7509 - Axis Architecture + Interiors, LLC	2025029-002	02-Predesign for DPW Operations Center & mileage for meeting	Paid by EFT # 69731		12/09/2025	12/09/2025	12/19/2025		12/19/2025	75.04	
3560 - First Financial Bank / Credit Cards	3000P0243822789	02-Tesla-E. 3rd St-EV Truck Charging Fees-Wason-11/10/25	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	31.23	
3560 - First Financial Bank / Credit Cards	3000P0244628105	02-Tesla-Indy-EV Truck Charging Fees-Wason-11/13/25	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	32.02	
3560 - First Financial Bank / Credit Cards	3000P0245757762	02-Tesla-W. 3rd St-EV Truck Charging Fees-Wason-11/17/25	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	5.00	
3560 - First Financial Bank / Credit Cards	3000P0246840343	02-Tesla-W. 3rd St-EV Truck Charging Fees-Wason-11/21/25	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	35.22	



Board of Public Works Claim Register

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Fund 1101 - General										
Department 02 - Public Works										
Program 020000 - Main										
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	3000P0247874165	02-Tesla-W. 3rd St-EV Truck Charging Fees-Wason-11/24/25	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	21.67
3560 - First Financial Bank / Credit Cards	3000P0248437944	02-Tesla-W. 3rd St-EV Truck Charging Fees-Wason-11/26/25	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	9.79
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 7	\$209.97
							Program 020000 - Main Totals		Invoice Transactions 13	\$14,158.90
							Department 02 - Public Works Totals		Invoice Transactions 13	\$14,158.90
Department 03 - City Clerk										
Program 030000 - Main										
Account 52110 - Office Supplies										
501 - Karl Clark (KC Designs)	7417	03-2,500 windowed envelopes	Paid by EFT # 69773		12/09/2025	12/09/2025	12/19/2025		12/19/2025	460.00
5103 - Staples Contract & Commercial, INC	6047926070	03-Dab n Seal, Batteries, Tissues, Post It notes	Paid by EFT # 69980		12/09/2025	12/09/2025	12/19/2025		12/19/2025	48.62
							Account 52110 - Office Supplies Totals		Invoice Transactions 2	\$508.62
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	17JR-7L9D-LNW3	03-coat rack, space heater	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	83.98
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	\$83.98
Account 53230 - Travel										
5461 - Nicole Bolden	AIM-10.20.25	03-per diem/mileage-Aim Ideas Summit-French Lick, IN-10/20-10/22	Paid by EFT # 69745		12/09/2025	12/09/2025	12/19/2025		12/19/2025	110.10
5461 - Nicole Bolden	NLC-11.18.25	03-per diem/mileage-Natl League Cities conf-Utah-11/18-11/22	Paid by EFT # 69745		12/09/2025	12/09/2025	12/19/2025		12/19/2025	370.90
							Account 53230 - Travel Totals		Invoice Transactions 2	\$481.00
							Program 030000 - Main Totals		Invoice Transactions 5	\$1,073.60
							Department 03 - City Clerk Totals		Invoice Transactions 5	\$1,073.60
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53910 - Dues and Subscriptions										
8051 - Community Climate Solutions	1175	04-Zero In Engagement Hours Q2-Q3 2025 Engagement	Paid by EFT # 69777		12/09/2025	12/09/2025	12/19/2025		12/19/2025	600.00



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Fund 1101 - General											
Department 04 - Economic & Sustainable Dev											
Program 040000 - Main											
Account 53910 - Dues and Subscriptions											
3560 - First Financial Bank / Credit Cards	0UzMdOgv	04-Form Approvals-Google Addon-3 mo sub	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	36.00	
3560 - First Financial Bank / Credit Cards	NHK7WZJJ-0001	04-Jivrus-Form Director-Annual Sub-11/7/25-11/7/26	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	90.00	
3560 - First Financial Bank / Credit Cards	18944	04-CODAworx - Annual Subscription 11/19/25-11/19/26	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	299.80	
3560 - First Financial Bank / Credit Cards	MC24318443	04-MailChimp Monthly Subscription - Dec 2025	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	57.75	
									Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 5	\$1,083.55
Account 53960 - Grants											
9780 - Mary Aguilar (Izzie Aguilar)	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69717		12/09/2025	12/09/2025	12/19/2025		12/19/2025	2,000.00	
10072 - Lindsey Alexander	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69719		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,500.00	
9603 - Janan Alexandra	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69720		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,500.00	
10012 - Hilary Cannon Anderson	BACGRANT-12.2025	04-2025 BAC Artistic Advance Grant	Paid by EFT # 69727		12/09/2025	12/09/2025	12/19/2025		12/19/2025	2,000.00	
7992 - Danny Patrick Bolton JR	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69747		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,500.00	
10011 - David Allen Brown	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69753		12/09/2025	12/09/2025	12/19/2025		12/19/2025	2,000.00	
10036 - Nolan Calisch	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69762		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,000.00	
10028 - Logan Boyd Carithers	BACGRANT-11.2025	04-2025 BAC Artistic Advance Grant	Paid by EFT # 69765		12/09/2025	12/09/2025	12/19/2025		12/19/2025	2,000.00	
10088 - Michal Ann Carley	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69767		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,000.00	
10002 - Mary (Mara) Elizabeth Cressey	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69782		12/09/2025	12/09/2025	12/19/2025		12/19/2025	750.00	
9605 - Daniel Cueto	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69787		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,000.00	
10027 - Zoe Dognaux	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69795		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,000.00	
8322 - Angela A Frezza	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69822		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,000.00	
10035 - Benjamin Gardner	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69824		12/09/2025	12/09/2025	12/19/2025		12/19/2025	500.00	



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Fund 1101 - General										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53960 - Grants										
10074 - Geoffrey George	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69825		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,500.00
8383 - Mariah Gese	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69826		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,500.00
10040 - Gwen Greenaway	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69829		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,500.00
10073 - Courtney Hallows (Gleaning Crow Glass)	BACGRANT-12.2025	04-2025 BAC Artistic Advance Grant	Paid by EFT # 69834		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,500.00
10001 - Jennifer Herrold	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69843		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,000.00
10000 - Richard Jermain	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69871		12/09/2025	12/09/2025	12/19/2025		12/19/2025	2,000.00
10008 - Grace Jewell	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69872		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,500.00
10019 - Cassidy Kaufman	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69876		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,000.00
10097 - Rachael Keown	BACGRANT-12.2025	04-2025 BAC Artistic Advance Grant	Paid by EFT # 69879		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,000.00
10143 - Jack R Kilby	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69880		12/09/2025	12/09/2025	12/19/2025		12/19/2025	2,000.00
10046 - Sarah Kolodziej	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69884		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,500.00
10007 - Margaret Lagodzki (Meg Lagodzki)	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69888		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,000.00
9988 - Joy Shayne Laughter	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69889		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,000.00
10047 - Keller Makemson (kmakemson.design LLC)	BACGRANT-12.2025	04-2025 BAC Artistic Advance Grant	Paid by EFT # 69898		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,000.00
10089 - Dylan Maloney	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69899		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,000.00
10018 - Maggie Grey McDonald	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69902		12/09/2025	12/09/2025	12/19/2025		12/19/2025	500.00
10070 - Samuel Motter	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69917		12/09/2025	12/09/2025	12/19/2025		12/19/2025	2,000.00
9657 - Benjamin Myers	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69920		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,000.00
10034 - Connie K Nelson-Laird	BACGRANT-11.2025	04-2025 BAC Artistic Advance Grant	Paid by EFT # 69924		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,500.00
9486 - Sarah Nichols	BACGRANT-12.2025	04-2025 BAC Artistic Advance Grant	Paid by EFT # 69926		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,000.00
9073 - Dominick Rivers	BACGRANT-12.2025	04-2025 BAC Artistic Advance Grant	Paid by EFT # 69958		12/09/2025	12/09/2025	12/19/2025		12/19/2025	2,000.00



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Fund 1101 - General											
Department 04 - Economic & Sustainable Dev											
Program 040000 - Main											
Account 53960 - Grants											
10051 - Eduardo Rodriguez-Jaime	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69959		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,000.00	
10052 - Elizabeth Scofield	BACGRANT-12.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69965		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,000.00	
8325 - Danielle L Smith (Larissa Danielle)	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69976		12/09/2025	12/09/2025	12/19/2025		12/19/2025	750.00	
9999 - Megan Snook	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by Check # 80979		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,500.00	
10108 - Daniel J Sullivan	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 69986		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,000.00	
10021 - Ryan Woods	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 70024		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,000.00	
9028 - Christi Kay Young (Kayte Young)	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 70029		12/09/2025	12/09/2025	12/19/2025		12/19/2025	2,000.00	
									Account 53960 - Grants Totals	Invoice Transactions 42	<u>\$55,000.00</u>
Account 53970 - Mayor's Promotion of Business											
9603 - Janan Alexandra	AISUBLEASE-11.25	04-2025 Incubator Sublease Expense Grant for moving expenses	Paid by EFT # 69720		12/09/2025	12/09/2025	12/19/2025		12/19/2025	500.00	
10028 - Logan Boyd Carithers	AISUBLEASE-11.25	04-2025 Art Incubator Grant moving in expenses	Paid by EFT # 69765		12/09/2025	12/09/2025	12/19/2025		12/19/2025	500.00	
8354 - Bethany Habegger	AISUBLEASE-11.25	04-2025 Incubator Sublease Expense Grant for moving expenses	Paid by EFT # 69831		12/09/2025	12/09/2025	12/19/2025		12/19/2025	500.00	
9627 - Essence London	AISUBLEASE-11.25	04-2025 Incubator Sublease Expense Grant for moving expenses	Paid by EFT # 69896		12/09/2025	12/09/2025	12/19/2025		12/19/2025	500.00	
9240 - Zachary Taylor	AISUBLEASE-11.25	04-2025 Incubator Sublease Expense Grant for moving expenses	Paid by EFT # 69991		12/09/2025	12/09/2025	12/19/2025		12/19/2025	500.00	
8464 - Emily Clark Zarse	AISUBLEASE-11.25	04-2025 Incubator Sublease Expense Grant for moving expenses	Paid by EFT # 70030		12/09/2025	12/09/2025	12/19/2025		12/19/2025	500.00	
									Account 53970 - Mayor's Promotion of Business Totals	Invoice Transactions 6	<u>\$3,000.00</u>
									Program 040000 - Main Totals	Invoice Transactions 53	<u>\$59,083.55</u>



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Fund 1101 - General										
Department 04 - Economic & Sustainable Dev										
Program 04CRED - ESD CRED										
Account 53960 - Grants										
7532 - Christina Elem	034	04-Second Amendment for Public Art Services 11/18 & 11/25	Paid by EFT # 69803		12/09/2025	12/09/2025	12/19/2025		12/19/2025	120.00
							Account 53960 - Grants Totals	Invoice Transactions	1	<u>\$120.00</u>
							Program 04CRED - ESD CRED Totals	Invoice Transactions	1	<u>\$120.00</u>
							Department 04 - Economic & Sustainable Dev Totals	Invoice Transactions	54	<u>\$59,203.55</u>
Department 05 - Common Council										
Program 050000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	16HM-9DML-V3JF	05 - Labels, Stapler, Tape, Printer paper, shredder, and staple	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	221.69
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KY3-K9L1-6TGF	05 - Toner Cartridges 4 pack	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	337.99
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1X4J-K4TG-1DRK	05-CR- shredder returned-16HM-9DML-V3JF	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	(98.99)
							Account 52110 - Office Supplies Totals	Invoice Transactions	3	<u>\$460.69</u>
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	740998969	05-Annual Workshop-Local Government-parking-Indy-11/21	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	27.00
							Account 53230 - Travel Totals	Invoice Transactions	1	<u>\$27.00</u>
							Program 050000 - Main Totals	Invoice Transactions	4	<u>\$487.69</u>
							Department 05 - Common Council Totals	Invoice Transactions	4	<u>\$487.69</u>
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	49320	06-National Grant Mgmt Assoc online training 12-8-12-9 (J Chang	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	719.00
							Account 53160 - Instruction Totals	Invoice Transactions	1	<u>\$719.00</u>
Account 53230 - Travel										
9159 - Jessica McClellan	11.21.25	06-mileage/pkg-Barnes Thornburg Govt. Training Indy 11.21.25	Paid by EFT # 69901		12/09/2025	12/09/2025	12/19/2025		12/19/2025	101.20
							Account 53230 - Travel Totals	Invoice Transactions	1	<u>\$101.20</u>



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Fund 1101 - General										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0007445490	06-Public Notice - Year End Appropriations 11.17.25	Paid by EFT # 69823		12/09/2025	12/09/2025	12/19/2025		12/19/2025	72.63
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0007445490A	06-Public Notice - Year End Appropriations 11.23.2	Paid by EFT # 69823		12/09/2025	12/09/2025	12/19/2025		12/19/2025	142.57
							Account 53320 - Advertising Totals		Invoice Transactions 2	<u>\$215.20</u>
							Program 060000 - Main Totals		Invoice Transactions 4	<u>\$1,035.40</u>
							Department 06 - Controller's Office Totals		Invoice Transactions 4	<u>\$1,035.40</u>
Department 07 - Engineering										
Program 070000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1L7H-H4WF-PHJY	07-Bungee Cord, headphones, AAAs, dry erase, cleaning supplies	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	112.81
							Account 52110 - Office Supplies Totals		Invoice Transactions 1	<u>\$112.81</u>
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1L7H-H4WF-PHJY	07-Bungee Cord, headphones, AAAs, dry erase, cleaning supplies	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	209.99
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$209.99</u>
Account 52430 - Uniforms and Tools										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1L7H-H4WF-PHJY	07-Bungee Cord, headphones, AAAs, dry erase, cleaning supplies	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	25.38
							Account 52430 - Uniforms and Tools Totals		Invoice Transactions 1	<u>\$25.38</u>
Account 53230 - Travel										
10031 - Rebecca D Davis	ATSSA-11.17.25	07-per diem/mileage-ATSSA Traffic Control Training-Indy-11/17/25	Paid by EFT # 69792		12/09/2025	12/09/2025	12/19/2025		12/19/2025	131.40
							Account 53230 - Travel Totals		Invoice Transactions 1	<u>\$131.40</u>
Account 53310 - Printing										
501 - Karl Clark (KC Designs)	7075	07-Dept Envelopes 2 boxes of 500 ct. 6/21/25	Paid by EFT # 69773		12/09/2025	12/09/2025	12/19/2025		12/19/2025	195.00
							Account 53310 - Printing Totals		Invoice Transactions 1	<u>\$195.00</u>
Account 54310 - Improvements Other Than Building										
399 - American Structurepoint, INC	197755	07-On-Call Signal Timing, Ad2 04/01/25-10/31/25	Paid by EFT # 69724		12/09/2025	12/09/2025	12/19/2025		12/19/2025	11,669.74



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Fund 1101 - General										
Department 07 - Engineering										
Program 070000 - Main										
Account 54310 - Improvements Other Than Building										
5641 - TYP SA, Inc.	171683	07 - BLine Extension Project (PE) 12/01/24-10/31/25	Paid by EFT # 70007		12/09/2025	12/09/2025	12/19/2025		12/19/2025	410.00
19278 - Milestone Contractors, LP	MILEENG24DW TN-RE	20-ENG 2024 Downtown Maint. Proj-Release BD Held Retainage	Paid by EFT # 69910		12/09/2025	12/09/2025	12/19/2025		12/19/2025	294.79
							Account 54310 - Improvements Other Than Building Totals		Invoice Transactions 3	<u>\$12,374.53</u>
Account 54440 - Motor Equipment										
6146 - Ray Skillman Hoosier Ford, INC	H5254	07-New 2025 Ford Maverick XLT Vehicles from Lot	Paid by EFT # 69950		12/09/2025	12/09/2025	12/19/2025		12/19/2025	29,625.75
6146 - Ray Skillman Hoosier Ford, INC	H5307	07-New 2025 Ford Maverick XLT Vehicles from Lot	Paid by EFT # 69950		12/09/2025	12/09/2025	12/19/2025		12/19/2025	29,718.75
							Account 54440 - Motor Equipment Totals		Invoice Transactions 2	<u>\$59,344.50</u>
							Program 070000 - Main Totals		Invoice Transactions 10	<u>\$72,393.61</u>
Program 07CRED - ENG CRED										
Account 54510 - Other Capital Outlays										
19278 - Milestone Contractors, LP	MILEENG24DW TN-RE	20-ENG 2024 Downtown Maint. Proj-Release BD Held Retainage	Paid by EFT # 69910		12/09/2025	12/09/2025	12/19/2025		12/19/2025	890.97
							Account 54510 - Other Capital Outlays Totals		Invoice Transactions 1	<u>\$890.97</u>
							Program 07CRED - ENG CRED Totals		Invoice Transactions 1	<u>\$890.97</u>
							Department 07 - Engineering Totals		Invoice Transactions 11	<u>\$73,284.58</u>
Department 09 - CFRD										
Program 090000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1W4C-KRV1-4TPW	09-EOY Office Supplies-Tape, Pens, Sheet Protectors, Paper	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	293.42
							Account 52110 - Office Supplies Totals		Invoice Transactions 1	<u>\$293.42</u>
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	045890	09-Kroger-CFRD Retreat-Donuts, Granola Bars, Hot Tea, Hot Cocoa	Paid by Check # 80960		12/09/2025	12/09/2025	12/19/2025		12/19/2025	37.70
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$37.70</u>



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Fund 1101 - General											
Department 09 - CFRD											
Program 090000 - Main											
Account 53160 - Instruction											
6714 - Dimension Mill, INC	12.3.25	09-Rental of Conference Room for 2025 CFRD Retreat-12/3	Paid by EFT # 69793		12/09/2025	12/09/2025	12/19/2025		12/19/2025	304.00	
									Account 53160 - Instruction Totals	Invoice Transactions 1	<u>\$304.00</u>
Account 53910 - Dues and Subscriptions											
3560 - First Financial Bank / Credit Cards	11-27-25	09-Constant Contact-November 2025-Monthly Subscription	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	175.00	
									Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	<u>\$175.00</u>
Account 53960 - Grants											
205 - City Of Bloomington	11.19.25	09-CFRD Sponsorship of 2026 MLK Jr. Birthday Celebration Event	Paid by Check # 80953		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,000.00	
									Account 53960 - Grants Totals	Invoice Transactions 1	<u>\$1,000.00</u>
Account 53990 - Other Services and Charges											
54182 - Sister Cities International	26342	09-Sister Cities International-2026 Dues for Bloomington	Paid by EFT # 69975		12/09/2025	12/09/2025	12/19/2025		12/19/2025	810.00	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$810.00</u>
									Program 090000 - Main Totals	Invoice Transactions 6	<u>\$2,620.12</u>
									Department 09 - CFRD Totals	Invoice Transactions 6	<u>\$2,620.12</u>
Department 10 - Legal											
Program 100000 - Main											
Account 52110 - Office Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1C3Q-LYGF-WKP6	10-notebook dividers, small page flags	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	30.63	
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1FNW-YVPC-7YLP	10-Tape, Label Maker and Tape, Blinds, Coat Hooks	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	307.06	
									Account 52110 - Office Supplies Totals	Invoice Transactions 2	<u>\$337.69</u>
Account 53120 - Special Legal Services											
19660 - Bose McKinney & Evans, LLP	926573	10-Annexation Remons 11/01/25-11/21/25	Paid by EFT # 69748		12/09/2025	12/09/2025	12/19/2025		12/19/2025	42,676.00	
									Account 53120 - Special Legal Services Totals	Invoice Transactions 1	<u>\$42,676.00</u>



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Fund 1101 - General											
Department 10 - Legal											
Program 100000 - Main											
Account 53230 - Travel											
9910 - Taylor Brown	IUTP-11.2025	10-parking reimb-US Ct Indy, Turng Pt trial- Indy-11/17/25	Paid by EFT # 69754		12/09/2025	12/09/2025	12/19/2025		12/19/2025	35.00	
3560 - First Financial Bank / Credit Cards	GXW6PL	10-Delta-NO Empl Law Conf -Brittingham-New Orleans 12/4-12/5/25	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	296.37	
3560 - First Financial Bank / Credit Cards	GXW6PL- INSURANCE	10-Airfare ins- Brittingham-NELI Conf- New Orleans 12.4-5.25	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	23.63	
12127 - Marjorie K Rice	ICLEF/LNCH- 11.24	10-per diem/pkg/mileage- seminar & Statehouse mtg-Indy-11/12 & 18	Paid by EFT # 69954		12/09/2025	12/09/2025	12/19/2025		12/19/2025	176.36	
								Account 53230 - Travel Totals		Invoice Transactions 4	\$531.36
Account 53910 - Dues and Subscriptions											
3560 - First Financial Bank / Credit Cards	G1936896625	10-HT Unlimited digital access-start date 11/13/25-1 year	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	89.00	
3560 - First Financial Bank / Credit Cards	9176486315- FEE	10-Sec of State-CC processing fee for City Trademark	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1.00	
								Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 2	\$90.00
Account 53990 - Other Services and Charges											
651 - Engraving & Stamp Center, INC	50865	10-Notary stamp 2"	Paid by EFT # 69807		12/09/2025	12/09/2025	12/19/2025		12/19/2025	68.00	
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0007395070	10- LocaliQ advertising CBU voluntary annexation	Paid by EFT # 69823		12/09/2025	12/09/2025	12/19/2025		12/19/2025	27.04	
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 2	\$95.04
								Program 100000 - Main Totals		Invoice Transactions 11	\$43,730.09
								Department 10 - Legal Totals		Invoice Transactions 11	\$43,730.09
Department 11 - Mayor's Office											
Program 110000 - Main											
Account 52420 - Other Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1XP1-R4TJ- RTQ9	11-Quick Release Plate for Camera Tripod	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	12.40	
								Account 52420 - Other Supplies Totals		Invoice Transactions 1	\$12.40
Account 53230 - Travel											
3560 - First Financial Bank / Credit Cards	124124	11-2025 Mayors Institute-AIM Conf Fee 12/4-12/5/25	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	219.00	



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Fund 1101 - General										
Department 11 - Mayor's Office										
Program 110000 - Main										
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	88493852	11-Courtyard-Boston Beyond Shelter Deep Dive-Thomson-11/19-21	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	793.21
3560 - First Financial Bank / Credit Cards	1278105	11-Mayors Innovation Project Conf Fee-01/30-01/31/26	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	375.00
3560 - First Financial Bank / Credit Cards	YTNWBQRSK5D	11-US Conference of Mayors Reg Fee 01/28-01/30/26	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,793.75
							Account 53230 - Travel Totals	Invoice Transactions 4		<u>\$3,180.96</u>
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	SIB-3989359	11-Brevo Subscription 10.30-11.30.2025	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	181.00
							Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1		<u>\$181.00</u>
Account 53990 - Other Services and Charges										
4201 - One World Catering, LLC	E20703	11-Catering for 2025 Boards & Commissions Event 11/21/25	Paid by EFT # 69931		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,239.69
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		<u>\$1,239.69</u>
							Program 110000 - Main Totals	Invoice Transactions 7		<u>\$4,614.05</u>
							Department 11 - Mayor's Office Totals	Invoice Transactions 7		<u>\$4,614.05</u>
Department 12 - Human Resources										
Program 120000 - Main										
Account 52420 - Other Supplies										
9148 - Office Easel LLC	2347	12 - Employee name badges x12	Paid by EFT # 69929		12/09/2025	12/09/2025	12/19/2025		12/19/2025	144.00
							Account 52420 - Other Supplies Totals	Invoice Transactions 1		<u>\$144.00</u>
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	000179163	12 - S Johnson SHRM Certification test fee-2/13/26	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	395.00
3560 - First Financial Bank / Credit Cards	0001386000	12- S Allen SHRM Certification testing fee	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	495.00
3560 - First Financial Bank / Credit Cards	1697	12- H Kanyi Tyler Connect Full Conference Pkg-4/7-4/11/26	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,249.00
3560 - First Financial Bank / Credit Cards	HR IN 2025 HK	12- H Kanyi HR Indiana Conference-8/23-8/26/26	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,410.30



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Fund 1101 - General											
Department 12 - Human Resources											
Program 120000 - Main											
Account 53160 - Instruction											
3560 - First Financial Bank / Credit Cards	5140271	12- K Carmichael Total Rewards Conf-4/19-4/22/26	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	2,195.00	
3560 - First Financial Bank / Credit Cards	105	12- C Mevis ADA Essentials Course-11/26-12/30/25	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,975.00	
3560 - First Financial Bank / Credit Cards	AIHR2025116710	12- K Mullen HR Coordinator Certificate Program	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	845.00	
3560 - First Financial Bank / Credit Cards	CS2863557	12- K Scales SHRM Talent 2026 Conference-4/13-4/23/26	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,795.00	
3560 - First Financial Bank / Credit Cards	1408491819	12-K Scales 2026 HR IN Conference Registration-8/23-8/26/26	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,410.30	
3560 - First Financial Bank / Credit Cards	CS2863493	12- S Johnson SHRM26 Conference-6/15-6/20/26	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	2,395.00	
3560 - First Financial Bank / Credit Cards	HR IN 2025 SP	12- S Pechac HR Indiana Conference-8/23-8/26/26	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,410.30	
3560 - First Financial Bank / Credit Cards	1901670	12- L Anderson Payroll.org certificate program-8/27-8/28/26	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,139.00	
								Account 53160 - Instruction Totals		Invoice Transactions 12	\$16,713.90
Account 53230 - Travel											
3560 - First Financial Bank / Credit Cards	93286426	12-S Johnson Embassy Suites-Room Dep-SHRM-FL-6/15-6/20/26	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	290.96	
								Account 53230 - Travel Totals		Invoice Transactions 1	\$290.96
Account 53310 - Printing											
9148 - Office Easel LLC	2348	12- "We're Hiring" postcards (1,000)	Paid by EFT # 69929		12/09/2025	12/09/2025	12/19/2025		12/19/2025	330.00	
								Account 53310 - Printing Totals		Invoice Transactions 1	\$330.00
Account 53640 - Hardware and Software Maintenance											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1VVR-7G96-CKJL	12- S Pechac iPad charger	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	9.99	
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WVG-YQKK-6TV4	12- S Pechac TV, TV mount and HDMI Cord	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	574.35	



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Fund 1101 - General											
Department 12 - Human Resources											
Program 120000 - Main											
Account 53640 - Hardware and Software Maintenance											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1NW3-6CXM-9YL4	12- S. Pechac web cam	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	198.99	
								Account 53640 - Hardware and Software Maintenance Totals		Invoice Transactions 3	<u>\$783.33</u>
Account 53990 - Other Services and Charges											
8882 - Employers Choice Online INC	67610	12- Background checks x6 - Nov 2025	Paid by EFT # 69806		12/09/2025	12/09/2025	12/19/2025		12/19/2025	251.25	
3560 - First Financial Bank / Credit Cards	24716302321014	12- CVS - Employee anniversary photos 2024 & 2025	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	5.82	
3560 - First Financial Bank / Credit Cards	PMT-454729-CFWRL	12- S Pechac SHRM recertification fee	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	210.00	
3560 - First Financial Bank / Credit Cards	PMT-454730-ROFPK	12 - H Kanyi SHRM recertification fee	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	165.00	
9457 - Kelsey Pierce Gregory	20	12-Compensation and Classification Consultation 10/20/25-12/1/25	Paid by EFT # 69830		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,375.00	
9148 - Office Easel LLC	2691	12-200 Cards for employee anniversary recognition	Paid by EFT # 69929		12/09/2025	12/09/2025	12/19/2025		12/19/2025	344.00	
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 6	<u>\$2,351.07</u>
								Program 120000 - Main Totals		Invoice Transactions 24	<u>\$20,613.26</u>
								Department 12 - Human Resources Totals		Invoice Transactions 24	<u>\$20,613.26</u>
Department 13 - Planning											
Program 130000 - Main											
Account 43310 - Application Fee											
SpringPoint Architects	SPRINGPOI-120325	13-Withdrew a variance petition 522-526 N Lincoln St	Paid by Check # 80977		12/09/2025	12/09/2025	12/19/2025		12/19/2025	500.00	
								Account 43310 - Application Fee Totals		Invoice Transactions 1	<u>\$500.00</u>
Account 52110 - Office Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KLJ-HJW4-VVXF	13- Batteries and cleaning wipes for office use	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	25.59	
								Account 52110 - Office Supplies Totals		Invoice Transactions 1	<u>\$25.59</u>
Account 52240 - Fuel and Oil											
3560 - First Financial Bank / Credit Cards	19098449	13-EV Connect-Dept Vehicle-Trades Garage-11/10-11/12	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	10.94	
								Account 52240 - Fuel and Oil Totals		Invoice Transactions 1	<u>\$10.94</u>



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Fund 1101 - General											
Department 13 - Planning											
Program 130000 - Main											
Account 53160 - Instruction											
3560 - First Financial Bank / Credit Cards	541731	13-Sustainability & Resilience Conf 2026-K Gandhi 2/6/26	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	90.00	
									Account 53160 - Instruction Totals	Invoice Transactions 1	\$90.00
Account 53230 - Travel											
3560 - First Financial Bank / Credit Cards	NKX/516	13-Drury Inn-J Brown-DNR Tree Stewardship Evansville 11/5-11/6	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	220.00	
3560 - First Financial Bank / Credit Cards	NKX/302	13-Drury Inn-G. Holbrow-DNR Tree Stewards Evansville 11/5-11/6	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	220.00	
									Account 53230 - Travel Totals	Invoice Transactions 2	\$440.00
Account 53310 - Printing											
3892 - Midwest Color Printing, INC	INV-24490	13- Business Cards for Long Range Planner-Anne Crecelius	Paid by EFT # 69908		12/09/2025	12/09/2025	12/19/2025		12/19/2025	79.58	
									Account 53310 - Printing Totals	Invoice Transactions 1	\$79.58
Account 53320 - Advertising											
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0007445535	13-Legal Ads 11/09/25 -11/23/25	Paid by EFT # 69823		12/09/2025	12/09/2025	12/19/2025		12/19/2025	347.36	
									Account 53320 - Advertising Totals	Invoice Transactions 1	\$347.36
Account 53910 - Dues and Subscriptions											
3560 - First Financial Bank / Credit Cards	3558889	13-APA-Alternative Transportation Coord. Job Posting-11/5/25	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	195.00	
3560 - First Financial Bank / Credit Cards	04043	13-APA, IN-Alternative Transp Coord. Job Posting-11/5/25-2 weeks	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	50.00	
6891 - Gannett Media Corp (Herald Times)	TH3331378	13-HT Sub Renewal-11/1/25-10/31/26 + Thanksgiving Edition	Paid by Check # 80956		12/09/2025	12/09/2025	12/19/2025		12/19/2025	313.65	
									Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 3	\$558.65
Account 53990 - Other Services and Charges											
399 - American Structurepoint, INC	197744	13-Permitting Process Support 10/01/25-10/31/25	Paid by EFT # 69724		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,000.00	



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Fund 1101 - General										
Department 13 - Planning										
Program 130000 - Main										
Account 53990 - Other Services and Charges										
3404 - J.R. Watkins & Family, INC (Signs Now-Abracadabra)	17055	13- Name Placard Refurbish for PC Member Steve Bishop	Paid by EFT # 69868		12/09/2025	12/09/2025	12/19/2025		12/19/2025	26.00
6235 - Toole Design Group, LLC	CMH.00168_30	13-Corridor Study-College&Walnut-45/46 Bypass to Allen-10/31/25	Paid by EFT # 70000		12/09/2025	12/09/2025	12/19/2025		12/19/2025	3,696.52
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 3	<u>\$4,722.52</u>
							Program 130000 - Main Totals		Invoice Transactions 14	<u>\$6,774.64</u>
Program 13CRED - PLANNING CRED										
Account 54510 - Other Capital Outlays										
19278 - Milestone Contractors, LP	MILEENG24DW TN-RE	20-ENG 2024 Downtown Maint. Proj-Release BD Held Retainage	Paid by EFT # 69910		12/09/2025	12/09/2025	12/19/2025		12/19/2025	22,271.80
							Account 54510 - Other Capital Outlays Totals		Invoice Transactions 1	<u>\$22,271.80</u>
							Program 13CRED - PLANNING CRED Totals		Invoice Transactions 1	<u>\$22,271.80</u>
							Department 13 - Planning Totals		Invoice Transactions 15	<u>\$29,046.44</u>
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	07634	19 - supply line, drywall, cell battery, hook, mounting tape....	Paid by EFT # 69882		12/09/2025	12/09/2025	12/19/2025		12/19/2025	72.66
							Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 1	<u>\$72.66</u>
Account 52430 - Uniforms and Tools										
19171 - Vestis Group, INC (FKA Aramark)	4080209089	19-Uniform pants for Facility Employee R Flake-11/20/25	Paid by EFT # 70013		12/09/2025	12/09/2025	12/19/2025		12/19/2025	14.20
19171 - Vestis Group, INC (FKA Aramark)	4080210044	19-Uniform pants for Facility Employee R. Flake-11/27/25	Paid by EFT # 70013		12/09/2025	12/09/2025	12/19/2025		12/19/2025	14.20
19171 - Vestis Group, INC (FKA Aramark)	4080210983	19-Uniform pants for Facility Employee R Flake-12/4/25	Paid by EFT # 70013		12/09/2025	12/09/2025	12/19/2025		12/19/2025	14.20
798 - Winters Associates Promotional Products, INC	115886	19 -gear for Facilities and PW admin-jackets, fleece, shirts	Paid by EFT # 70022		12/09/2025	12/09/2025	12/19/2025		12/19/2025	819.58
							Account 52430 - Uniforms and Tools Totals		Invoice Transactions 4	<u>\$862.18</u>



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Fund 1101 - General											
Department 19 - Facilities Maintenance											
Program 190000 - Main											
Account 53140 - Exterminator Services											
51538 - Economy Termite & Pest Control, INC	70211	19-monthly pest control-Counsel-11/21/25	Paid by EFT # 69801		12/09/2025	12/09/2025	12/19/2025		12/19/2025	75.00	
									Account 53140 - Exterminator Services Totals	Invoice Transactions 1	<u>75.00</u>
Account 53610 - Building Repairs											
321 - Harrell Fish, INC (HFI)	ZW33903	19-SA-City Hall repair pump leak in water loop-11/11/25	Paid by EFT # 69838		12/09/2025	12/09/2025	12/19/2025		12/19/2025	403.50	
9300 - Huston Electric Holding CORP (Cassady Electric)	W13974	19-SA-install motion sensor in Trades garage-10/6/25	Paid by EFT # 69853		12/09/2025	12/09/2025	12/19/2025		12/19/2025	995.68	
393 - Kone INC	871868363	19-SA-City Hall monthly elevator maintenance Dec 2025	Paid by EFT # 69885		12/09/2025	12/09/2025	12/19/2025		12/19/2025	387.62	
9915 - Mobile Communications America, INC	INV4210000089	19-service to City Hall front doors power supply-Fac-4/29/25	Paid by EFT # 69913		12/09/2025	12/09/2025	12/19/2025		12/19/2025	800.00	
7402 - Nature's Way, INC	3203	19-SA-City Hall plant care December 2025	Paid by EFT # 69922		12/09/2025	12/09/2025	12/19/2025		12/19/2025	371.10	
6688 - SSW Enterprises, LLC (Office Pride)	Inv-290385	19-CH/off site facilities-cleaning services November 2025	Paid by EFT # 69979		12/09/2025	12/09/2025	12/19/2025		12/19/2025	15,721.91	
									Account 53610 - Building Repairs Totals	Invoice Transactions 6	<u>\$18,679.81</u>
Account 54510 - Other Capital Outlays											
321 - Harrell Fish, INC (HFI)	ZW34045	19-labor, tools & materials-City Hall fountain-12/3/25	Paid by EFT # 69838		12/09/2025	12/09/2025	12/19/2025		12/19/2025	24,500.00	
									Account 54510 - Other Capital Outlays Totals	Invoice Transactions 1	<u>\$24,500.00</u>
									Program 190000 - Main Totals	Invoice Transactions 13	<u>\$44,189.65</u>
									Department 19 - Facilities Maintenance Totals	Invoice Transactions 13	<u>\$44,189.65</u>
Department 20 - Street											
Program 20CRED - STREET CRED											
Account 54510 - Other Capital Outlays											
9577 - Kimley-Horn and Associates, INC	170594000-1025	07-Kirkwood (Pine to Rogers) Improvements thru 10/31/25	Paid by EFT # 69881		12/09/2025	12/09/2025	12/19/2025		12/19/2025	3,143.30	
9577 - Kimley-Horn and Associates, INC	268889000-1025	07-Grimes at Walnut Signal-thru 10/31/25	Paid by EFT # 69881		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,936.19	



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Fund 1101 - General										
Department 20 - Street										
Program 20CRED - STREET CRED										
Account 54510 - Other Capital Outlays										
9660 - CASE Construction, INC	25-017-2	20-Downtown Alley Renovation-Release Bd	Paid by EFT # 69768		12/09/2025	12/09/2025	12/19/2025		12/19/2025	8,216.02
19278 - Milestone Contractors, LP	MILEENG24DW TN-RE	20-ENG 2024 Downtown Maint. Proj-Release BD Held Retainage	Paid by EFT # 69910		12/09/2025	12/09/2025	12/19/2025		12/19/2025	76,116.91
							Account 54510 - Other Capital Outlays Totals		Invoice Transactions 4	<u>\$89,412.42</u>
							Program 20CRED - STREET CRED Totals		Invoice Transactions 4	<u>\$89,412.42</u>
							Department 20 - Street Totals		Invoice Transactions 4	<u>\$89,412.42</u>
Department 28 - ITS										
Program 280000 - Main										
Account 52110 - Office Supplies										
3560 - First Financial Bank / Credit Cards	0010056863	28 - UPS Store Box Re-Charge without Tax	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	(1.80)
							Account 52110 - Office Supplies Totals		Invoice Transactions 1	<u>(\$1.80)</u>
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1D1M-FVDM-C3DF	28-Atrium Lock and Cable	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	35.59
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1JQ4-R6WX-41KH	28-ITS Plotter Ink -2 cartridges	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	518.99
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19YQ-9PR4-4F6P	28-ITS Plotter Ink -6 cartridges	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,641.86
3560 - First Financial Bank / Credit Cards	0010056863	28 - UPS Store Box Re-Charge without Tax	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	27.47
							Account 52420 - Other Supplies Totals		Invoice Transactions 4	<u>\$2,223.91</u>
Account 53210 - Telephone										
8545 - Zoom Video Communications INC.	INV331174857	28-UC Implementation Services 4th FINAL PAYMENT	Paid by EFT # 70031		12/09/2025	12/09/2025	12/19/2025		12/19/2025	11,774.33
							Account 53210 - Telephone Totals		Invoice Transactions 1	<u>\$11,774.33</u>
Account 53640 - Hardware and Software Maintenance										
53442 - Paragon Micro, INC	S5235050	28-Veeam Software Subscriptions (24)12/08/25-12/07/26	Paid by EFT # 69935		12/09/2025	12/09/2025	12/19/2025		12/19/2025	13,223.76
53442 - Paragon Micro, INC	S5238236	28-VMware Virtual Server (472) 11/19/25-11/18/26	Paid by EFT # 69935		12/09/2025	12/09/2025	12/19/2025		12/19/2025	72,211.28
3989 - Ricoh USA, INC	5072414846	28-BPD Copier/Printer Maintenance 11/01/25-11/30/25	Paid by EFT # 69957		12/09/2025	12/09/2025	12/19/2025		12/19/2025	43.70



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Fund 1101 - General											
Department 28 - ITS											
Program 280000 - Main											
Account 53640 - Hardware and Software Maintenance											
3989 - Ricoh USA, INC	5072415519	28-4t St Garage Copier/Printer Maintenance 11/01/25-11/30/25	Paid by EFT # 69957		12/09/2025	12/09/2025	12/19/2025		12/19/2025	31.04	
8750 - Service Express, INC	473741	28-City Hall & BPD Server Maintenance 01/01/26-03/31/26	Paid by EFT # 69966		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,077.00	
								Account 53640 - Hardware and Software Maintenance Totals		Invoice Transactions 5	<u>\$86,586.78</u>
Account 53910 - Dues and Subscriptions											
3560 - First Financial Bank / Credit Cards	2378633109	28-Amazon web services 10/01/25-10/31/25	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	.57	
3560 - First Financial Bank / Credit Cards	g471v23p	28-BlueSky - Zoom Timer Subscription 11/04/25	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	89.95	
3560 - First Financial Bank / Credit Cards	5407651885	28-Google Cloud Subscription -Oct 2025	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	184.54	
3560 - First Financial Bank / Credit Cards	110325-HT	28-monthly online HT Newspaper Subscription 11/03/25	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	16.99	
3560 - First Financial Bank / Credit Cards	211418828	28-SquareSpace Website bloomingtonmonroecensus.org-12/25'-12/26'	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	15.00	
3560 - First Financial Bank / Credit Cards	INV328744017	28-Zoom - Subscription Fees 10/06/25-11/05/25	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	430.00	
7344 - Periodic INC	1452	28-Online Booking Subscriptions November 2025	Paid by EFT # 69940		12/09/2025	12/09/2025	12/19/2025		12/19/2025	159.50	
8441 - Promevo Holdings, INC (Promevo, LLC)	274034	28-Google Voice 11/01/25-11/30/25	Paid by EFT # 69946		12/09/2025	12/09/2025	12/19/2025		12/19/2025	39.85	
8441 - Promevo Holdings, INC (Promevo, LLC)	273478	28-Google Workspace 11/01/25-11/30/25	Paid by EFT # 69946		12/09/2025	12/09/2025	12/19/2025		12/19/2025	47.32	
								Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 9	<u>\$983.72</u>
Account 54420 - Purchase of Equipment											
2898 - JDH Contracting, INC	86864	28-BDU Fiber Extension 11/04/25-Final Invoice	Paid by EFT # 69870		12/09/2025	12/09/2025	12/19/2025		12/19/2025	42,983.89	
								Account 54420 - Purchase of Equipment Totals		Invoice Transactions 1	<u>\$42,983.89</u>
								Program 280000 - Main Totals		Invoice Transactions 21	<u>\$144,550.83</u>
								Department 28 - ITS Totals		Invoice Transactions 21	<u>\$144,550.83</u>



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					Fund 1101 - General Totals			Invoice Transactions 216		\$538,440.59
Fund 2201 - Motor Vehicle Highway										
Department 20 - Street										
Program 200000 - Main										
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM240708	20-Supplies for crews (gloves, glasses, paint) 11/20/25	Paid by EFT # 69815		12/09/2025	12/09/2025	12/19/2025		12/19/2025	624.12
					Account 52210 - Institutional Supplies Totals			Invoice Transactions 1		\$624.12
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	617929	20-Treated Mail box post & concrete for Paving Crew	Paid by EFT # 69737		12/09/2025	12/09/2025	12/19/2025		12/19/2025	52.44
409 - Black Lumber Co. INC	618361	20-(1) nut driver set for Brine Tank	Paid by EFT # 69737		12/09/2025	12/09/2025	12/19/2025		12/19/2025	24.99
409 - Black Lumber Co. INC	619080	20-(6) 1x4-12 Pine Pro	Paid by EFT # 69737		12/09/2025	12/09/2025	12/19/2025		12/19/2025	45.54
409 - Black Lumber Co. INC	619465	20-(6) 1x4-12 & (2) sharpies	Paid by EFT # 69737		12/09/2025	12/09/2025	12/19/2025		12/19/2025	48.52
409 - Black Lumber Co. INC	619623	20-(1) WD40, (1) blaster penetrant, (6) great stuff window & doo	Paid by EFT # 69737		12/09/2025	12/09/2025	12/19/2025		12/19/2025	153.92
177 - Indiana Oxygen Company, INC	10742816	20-Propane Supplies for Crews 10/28/25	Paid by EFT # 69858		12/09/2025	12/09/2025	12/19/2025		12/19/2025	94.26
8658 - Kleindorfer's Hardware LLC	07123	20-Supplies for Brine Tank 11/14/25	Paid by EFT # 69882		12/09/2025	12/09/2025	12/19/2025		12/19/2025	21.07
					Account 52420 - Other Supplies Totals			Invoice Transactions 7		\$440.74
Account 53150 - Communications Contract										
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	523116	20-Two-Way Radio Service for Street Trucks-Dec 2025	Paid by EFT # 69805		12/09/2025	12/09/2025	12/19/2025		12/19/2025	2,321.25
					Account 53150 - Communications Contract Totals			Invoice Transactions 1		\$2,321.25
Account 53240 - Freight / Other										
3560 - First Financial Bank / Credit Cards	BMGK00621796	20-FedEx Ground - BIU for traffic 11/03/25	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	26.46
					Account 53240 - Freight / Other Totals			Invoice Transactions 1		\$26.46
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	ZW32868	20-Back Flow Test for Street-far east side of bldg- 07/17/25	Paid by EFT # 69838		12/09/2025	12/09/2025	12/19/2025		12/19/2025	200.00
					Account 53610 - Building Repairs Totals			Invoice Transactions 1		\$200.00
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080208967	20-mat/towel services- 11/19/25	Paid by EFT # 70013		12/09/2025	12/09/2025	12/19/2025		12/19/2025	43.63



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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)	4080208966	20-uniform rental (minus payroll ded)- 11/19/2025	Paid by EFT # 70013		12/09/2025	12/09/2025	12/19/2025		12/19/2025	9.01	
19171 - Vestis Group, INC (FKA Aramark)	4080209895	20-uniform rental (minus payroll ded)- 11/26/25	Paid by EFT # 70013		12/09/2025	12/09/2025	12/19/2025		12/19/2025	9.01	
19171 - Vestis Group, INC (FKA Aramark)	4080209896	20-mat/towel services- 11/26/25	Paid by EFT # 70013		12/09/2025	12/09/2025	12/19/2025		12/19/2025	43.63	
19171 - Vestis Group, INC (FKA Aramark)	4080210865	20-uniform rental (minus payroll ded)- 12/3/25	Paid by EFT # 70013		12/09/2025	12/09/2025	12/19/2025		12/19/2025	9.01	
19171 - Vestis Group, INC (FKA Aramark)	4080210866	20-mat/towel services- 12/3/2025	Paid by EFT # 70013		12/09/2025	12/09/2025	12/19/2025		12/19/2025	43.63	
								Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 6	<u>\$157.92</u>
Account 53950 - Landfill											
137 - Good Earth, LLC	22356	20-Debris Disposal Fee (Sidewalks & Brush) 11/13/25	Paid by EFT # 69828		12/09/2025	12/09/2025	12/19/2025		12/19/2025	40.00	
137 - Good Earth, LLC	22295	20-Debris Disposal Fee (Sidewalks & Brush) 9/24/25	Paid by EFT # 69828		12/09/2025	12/09/2025	12/19/2025		12/19/2025	32.00	
137 - Good Earth, LLC	22308	20-Debris Disposal Fee (Sidewalks & Brush) 10/07/25	Paid by EFT # 69828		12/09/2025	12/09/2025	12/19/2025		12/19/2025	32.00	
137 - Good Earth, LLC	22310	20-Debris Disposal Fee (Sidewalks & Brush) 10/07/25	Paid by EFT # 69828		12/09/2025	12/09/2025	12/19/2025		12/19/2025	32.00	
137 - Good Earth, LLC	22314	20-Debris Disposal Fee (Sidewalks & Brush) 10/09/25	Paid by EFT # 69828		12/09/2025	12/09/2025	12/19/2025		12/19/2025	32.00	
137 - Good Earth, LLC	22317	20-Debris Disposal Fee (Sidewalks & Brush) 10/09/25	Paid by EFT # 69828		12/09/2025	12/09/2025	12/19/2025		12/19/2025	32.00	
137 - Good Earth, LLC	22338	20-Debris Disposal Fee (Sidewalks & Brush) 10/29/25	Paid by EFT # 69828		12/09/2025	12/09/2025	12/19/2025		12/19/2025	32.00	
137 - Good Earth, LLC	22341	20-Debris Disposal Fee (Sidewalks & Brush) 10/30/25	Paid by EFT # 69828		12/09/2025	12/09/2025	12/19/2025		12/19/2025	32.00	
137 - Good Earth, LLC	22342	20-Debris Disposal Fee (Sidewalks & Brush) 10/30/25	Paid by EFT # 69828		12/09/2025	12/09/2025	12/19/2025		12/19/2025	32.00	



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Fund 2201 - Motor Vehicle Highway										
Department 20 - Street										
Program 200000 - Main										
Account 53950 - Landfill										
137 - Good Earth, LLC	22354	20-Debris Disposal Fee (Sidewalks & Brush) 11/12/25	Paid by EFT # 69828		12/09/2025	12/09/2025	12/19/2025		12/19/2025	24.00
137 - Good Earth, LLC	22355	20-Debris Disposal Fee (Sidewalks & Brush) 11/13/25	Paid by EFT # 69828		12/09/2025	12/09/2025	12/19/2025		12/19/2025	24.00
137 - Good Earth, LLC	22374	20-Debris Disposal Fee (Sidewalks & Brush) 11/19/25	Paid by EFT # 69828		12/09/2025	12/09/2025	12/19/2025		12/19/2025	24.00
137 - Good Earth, LLC	22376	20-Debris Disposal Fee (Sidewalks & Brush) 11/19/25	Paid by EFT # 69828		12/09/2025	12/09/2025	12/19/2025		12/19/2025	32.00
137 - Good Earth, LLC	22378	20-Debris Disposal Fee (Sidewalks & Brush) 11/19/25	Paid by EFT # 69828		12/09/2025	12/09/2025	12/19/2025		12/19/2025	24.00
137 - Good Earth, LLC	22385	20-Debris Disposal Fee (Sidewalks & Brush) 11/24/25	Paid by EFT # 69828		12/09/2025	12/09/2025	12/19/2025		12/19/2025	32.00
137 - Good Earth, LLC	22389	20-Debris Disposal Fee (Sidewalks & Brush) 12/03/25	Paid by EFT # 69828		12/09/2025	12/09/2025	12/19/2025		12/19/2025	32.00
6152 - K&S Rolloff, INC	80839	20-Service for Rolloff/Dumpster for Sweeper Debris 10/06/25	Paid by EFT # 69875		12/09/2025	12/09/2025	12/19/2025		12/19/2025	530.00
6152 - K&S Rolloff, INC	81738	20-Service for Rolloff/Dumpster for Sweeper Debris 11/20/25	Paid by EFT # 69875		12/09/2025	12/09/2025	12/19/2025		12/19/2025	530.00
365 - Rogers Group, INC	0071210623	20-Debris Disposal Fee 10/21/25	Paid by EFT # 69960		12/09/2025	12/09/2025	12/19/2025		12/19/2025	35.00
365 - Rogers Group, INC	0071210625	20-Debris Disposal Fee 10/22/25	Paid by EFT # 69960		12/09/2025	12/09/2025	12/19/2025		12/19/2025	35.00
								Account 53950 - Landfill Totals Invoice Transactions 20		\$1,618.00
Account 53990 - Other Services and Charges										
9660 - CASE Construction, INC	25-017-2	20-Downtown Alley Renovation-Release Bd Held Retainage	Paid by EFT # 69768		12/09/2025	12/09/2025	12/19/2025		12/19/2025	615.10
8189 - Paragon Asset Recovery Services, LLC (Sedgwick)	1327536-Street	20-Ins Deductible-Reilly Claim 5/23/23-Claim #4A2407QKQLZ	Paid by EFT # 69934		12/09/2025	12/09/2025	12/19/2025		12/19/2025	5,000.00
								Account 53990 - Other Services and Charges Totals Invoice Transactions 2		\$5,615.10



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Fund 2201 - Motor Vehicle Highway										
Department 20 - Street										
								Program 200000 - Main Totals	Invoice Transactions 39	<u>\$11,003.59</u>
								Department 20 - Street Totals	Invoice Transactions 39	<u>\$11,003.59</u>
								Fund 2201 - Motor Vehicle Highway Totals	Invoice Transactions 39	<u>\$11,003.59</u>
Fund 2202 - Local Road and Street										
Department 20 - Street										
Program 200000 - Main										
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	330132	20-Sprayers, Antifreeze & Straw for Crews	Paid by Check # 80958		12/09/2025	12/09/2025	12/19/2025		12/19/2025	135.80
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$135.80</u>
Account 53990 - Other Services and Charges										
321 - Harrell Fish, INC (HFI)	ZW23893	20-After Hours-repair to furnace 01/22/25	Paid by EFT # 69838		12/09/2025	12/09/2025	12/19/2025		12/19/2025	684.04
321 - Harrell Fish, INC (HFI)	ZW29361	20-New water heater & parts for repairs 06/02/25	Paid by EFT # 69838		12/09/2025	12/09/2025	12/19/2025		12/19/2025	5,263.68
321 - Harrell Fish, INC (HFI)	ZW32888	20-Repair to AC in breakroom-new compressor-09/16/25	Paid by EFT # 69838		12/09/2025	12/09/2025	12/19/2025		12/19/2025	4,831.63
52226 - Hoosier Transfer Station-3140	3140-000024840ST	20-Sweeper Debris Waste Services 10/29/25	Paid by EFT # 69851		12/09/2025	12/09/2025	12/19/2025		12/19/2025	2,071.12
52226 - Hoosier Transfer Station-3140	3140-000024934	20-Sweeper Debris Waste Services 11/20/25	Paid by EFT # 69851		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,477.20
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 5	<u>\$14,327.67</u>
								Program 200000 - Main Totals	Invoice Transactions 6	<u>\$14,463.47</u>
								Department 20 - Street Totals	Invoice Transactions 6	<u>\$14,463.47</u>
								Fund 2202 - Local Road and Street Totals	Invoice Transactions 6	<u>\$14,463.47</u>
Fund 2207 - Parking Meter										
Department 26 - Parking										
Program 260000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1VV1-W1QQ-D99D	26-wall calendar, toilet paper, label tape, aa & aaa batteries	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	213.82
								Account 52110 - Office Supplies Totals	Invoice Transactions 1	<u>\$213.82</u>
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	07891	26-Zip ties for Special Event parking	Paid by EFT # 69882		12/09/2025	12/09/2025	12/19/2025		12/19/2025	54.63



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Fund 2207 - Parking Meter											
Department 26 - Parking											
Program 260000 - Main											
Account 52420 - Other Supplies											
8658 - Kleindorfer's Hardware LLC	07421	26-(2) De-icer for message bd locks/meter locks	Paid by EFT # 69882		12/09/2025	12/09/2025	12/19/2025		12/19/2025	8.38	
8658 - Kleindorfer's Hardware LLC	07445	26-(4) can de-icer, (1) WD-40 for message ads	Paid by EFT # 69882		12/09/2025	12/09/2025	12/19/2025		12/19/2025	24.75	
								Account 52420 - Other Supplies Totals		Invoice Transactions 3	<u>\$87.76</u>
Account 53150 - Communications Contract											
4264 - IPS Group, INC	INV118621	26-bank fees and communication fees for November 2025	Paid by EFT # 69865		12/09/2025	12/09/2025	12/19/2025		12/19/2025	9,597.50	
								Account 53150 - Communications Contract Totals		Invoice Transactions 1	<u>\$9,597.50</u>
Account 53240 - Freight / Other											
6172 - The Tamis Corporation	61420	26-solar panel/bracket mounts for message board 11/18/25	Paid by EFT # 69995		12/09/2025	12/09/2025	12/19/2025		12/19/2025	286.00	
								Account 53240 - Freight / Other Totals		Invoice Transactions 1	<u>\$286.00</u>
Account 53640 - Hardware and Software Maintenance											
9915 - Mobile Communications America, INC	INV4210000080 PKG	26-reprogram the front door to be able to lock for special days	Paid by EFT # 69913		12/09/2025	12/09/2025	12/19/2025		12/19/2025	400.00	
4394 - Richardson Enterprises of Blgtn, LLC (FastSigns)	INV-63701	26-install a parkmobile sign on Washington, zone 6 sign	Paid by EFT # 69956		12/09/2025	12/09/2025	12/19/2025		12/19/2025	150.00	
								Account 53640 - Hardware and Software Maintenance Totals		Invoice Transactions 2	<u>\$550.00</u>
Account 53830 - Bank Charges											
4264 - IPS Group, INC	INV118621	26-bank fees and communication fees for November 2025	Paid by EFT # 69865		12/09/2025	12/09/2025	12/19/2025		12/19/2025	3,423.29	
								Account 53830 - Bank Charges Totals		Invoice Transactions 1	<u>\$3,423.29</u>
Account 53990 - Other Services and Charges											
6378 - ANN-KRISS, LLC	12-1-25-721-2	26-Lot 1 (4th & Dunn)- PH 2-40% complete	Paid by EFT # 69728		12/09/2025	12/09/2025	12/19/2025		12/19/2025	3,465.00	
6378 - ANN-KRISS, LLC	12-1-25-721	26-Lot 1 (4th & Dunn)- Completion PH I-CO-	Paid by EFT # 69728		12/09/2025	12/09/2025	12/19/2025		12/19/2025	8,301.60	
8934 - Sierra Heating and Cooling LLC	38020	Remove stone E side 26-Fall 2025 HVAC maintenance-parking services office 11/20/25	Paid by EFT # 69972		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,620.00	



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Fund 2207 - Parking Meter											
Department 26 - Parking											
Program 260000 - Main											
Account 53990 - Other Services and Charges											
6688 - SSW Enterprises, LLC (Office Pride)	Inv-290480	26-parking services office cleaning -Nov 2025	Paid by EFT # 69979		12/09/2025	12/09/2025	12/19/2025		12/19/2025	310.00	
204 - State Of Indiana	7522790	26-BMV information for towing Nov 2025	Paid by Check # 80968		12/09/2025	12/09/2025	12/19/2025		12/19/2025	15.00	
6172 - The Tamis Corporation	61420	26-solar panel/bracket mounts for message board 11/18/25	Paid by EFT # 69995		12/09/2025	12/09/2025	12/19/2025		12/19/2025	738.50	
19278 - Milestone Contractors, LP	MILEENG24DW TN-RE	20-ENG 2024 Downtown Maint. Proj-Release BD Held Retainage	Paid by EFT # 69910		12/09/2025	12/09/2025	12/19/2025		12/19/2025	2,687.11	
							Account 53990 - Other Services and Charges Totals		Invoice Transactions	7	\$17,137.21
							Program 260000 - Main Totals		Invoice Transactions	16	\$31,295.58
							Department 26 - Parking Totals		Invoice Transactions	16	\$31,295.58
							Fund 2207 - Parking Meter Totals		Invoice Transactions	16	\$31,295.58
Fund 2209 - LIT – Economic Development											
Department 04 - Economic & Sustainable Dev											
Program 040000 - Main											
Account 53960 - Grants											
244 - Bloomington Ford, INC	FC725	04-2025 F-150 Lightning Flash 4WD Super ETruck	Paid by EFT # 69742		12/09/2025	12/09/2025	12/19/2025		12/19/2025	65,427.25	
8122 - Canopybloomington, INC	007-M	04-2025 Youth Tree Tender Program expenses 04/23/25 & 06/04/25	Paid by EFT # 69763		12/09/2025	12/09/2025	12/19/2025		12/19/2025	36.52	
8122 - Canopybloomington, INC	007-W	04-2025 Youth Tree Tender Program Labor 6/2/25-6/27/25	Paid by EFT # 69763		12/09/2025	12/09/2025	12/19/2025		12/19/2025	7,094.18	
8122 - Canopybloomington, INC	008-M	04-2025 Youth Tree Tender Program expenses 07/02/25	Paid by EFT # 69763		12/09/2025	12/09/2025	12/19/2025		12/19/2025	35.98	
8122 - Canopybloomington, INC	008-W	04-2024 Youth Tree Tender Program expenses Labor 7/7/25-8/1/25	Paid by EFT # 69763		12/09/2025	12/09/2025	12/19/2025		12/19/2025	7,755.57	
8122 - Canopybloomington, INC	NWSNEIG-10.25.25	04-Tree Planting Block Party Event Near West Side Neighborhood	Paid by EFT # 69763		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,100.00	



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Fund 2209 - LIT – Economic Development										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53960 - Grants										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0007394572	04-Bid Ad for Bus Stop Shelters - 10/1 & 10/27 2025	Paid by EFT # 69823		12/09/2025	12/09/2025	12/19/2025		12/19/2025	99.84
8075 - IFF (IFF Real Estate Services LLC)	INV-004039	04-SEEL Energy Assessment, Bethel AME, Compass, Blm Coop, Unita	Paid by EFT # 69857		12/09/2025	12/09/2025	12/19/2025		12/19/2025	16,650.00
293 - J&S Locksmith Shop, INC	270453	04-Batteries for Electric Power Tools for Public Works	Paid by EFT # 69867		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,568.00
15674 - Nick's English Hut	S&CGRANT-11.2025	04-Safety & Cleanliness Grant	Paid by EFT # 69927		12/09/2025	12/09/2025	12/19/2025		12/19/2025	5,000.00
10138 - Judith Stubbs	BGHIP-12.2025	04-Rebate-1024 E. Southdowns Dr-solar panel/battery storage sys	Paid by EFT # 69985		12/09/2025	12/09/2025	12/19/2025		12/19/2025	3,799.00
9130 - The Village Deli INC	S&CGRANT-09.2025	04-Safety & Cleanliness Grant	Paid by EFT # 69996		12/09/2025	12/09/2025	12/19/2025		12/19/2025	5,000.00
9540 - Tolar Manufacturing Company INC	16044	04-Shoe 7" SQ. W/ 2 1/2" X 18" Tube-Bus Stop Shelter Install	Paid by EFT # 69999		12/09/2025	12/09/2025	12/19/2025		12/19/2025	925.00
10062 - Cheryl L Underwood	S&CGRANT-09.2025	04-Safety & Cleanliness Grant	Paid by EFT # 70009		12/09/2025	12/09/2025	12/19/2025		12/19/2025	5,000.00
							Account 53960 - Grants Totals		Invoice Transactions 14	\$119,491.34
Account 53990 - Other Services and Charges										
9944 - Talia Halliday (Gather Handmade Shoppe Co)	Nov2025	04-Kirkwood Activation Coordinator 80 hrs Nov 2025	Paid by EFT # 69833		12/09/2025	12/09/2025	12/19/2025		12/19/2025	4,200.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	\$4,200.00
							Program 040000 - Main Totals		Invoice Transactions 15	\$123,691.34
							Department 04 - Economic & Sustainable Dev Totals		Invoice Transactions 15	\$123,691.34
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53170 - Mgt. Fee, Consultants, and Workshops										
910 - Forvis Mazars, LLP	2732670	06-Assistance with 2024 GAAP Financial Stmt-Invoice #3	Paid by EFT # 69820		12/09/2025	12/09/2025	12/19/2025		12/19/2025	26,250.00
330 - Ice Miller, LLP	01-2556502	06-State Government Affairs - Lobbying through November 30, 2025	Paid by EFT # 69855		12/09/2025	12/09/2025	12/19/2025		12/19/2025	7,500.00



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Fund 2209 - LIT – Economic Development											
Department 06 - Controller's Office											
Program 060000 - Main											
Account 53170 - Mgt. Fee, Consultants, and Workshops											
330 - Ice Miller, LLP	01-2556525	06-State Government Affairs - Lobbying through December 31, 2025	Paid by EFT # 69855		12/09/2025	12/09/2025	12/19/2025		12/19/2025	7,500.00	
330 - Ice Miller, LLP	01-2556492	06-Federal Government Affairs - Lobbying through Nov 30, 2025	Paid by EFT # 69855		12/09/2025	12/09/2025	12/19/2025		12/19/2025	10,000.00	
330 - Ice Miller, LLP	01-2556499	06-Federal Government Affairs - Lobbying through Dec 31, 2025	Paid by EFT # 69855		12/09/2025	12/09/2025	12/19/2025		12/19/2025	10,000.00	
330 - Ice Miller, LLP	01-2553131	06-Federal Government Affairs-Lobbying-thru October 31, 25	Paid by EFT # 69855		12/09/2025	12/09/2025	12/19/2025		12/19/2025	10,000.00	
330 - Ice Miller, LLP	01-2553132	06-State Gov't Affairs-Lobbying-October 31 2025	Paid by EFT # 69855		12/09/2025	12/09/2025	12/19/2025		12/19/2025	7,500.00	
									Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice Transactions 7	<u>\$78,750.00</u>
Account 53810 - Principal											
7255 - BOKF, NA	BTONGENREV2 20126	06-Showers West (BPD/FIRE)-General Revenue Bonds 2022-01/2026	Paid by EFT # 69744		12/09/2025	12/09/2025	12/19/2025		12/19/2025	460,000.00	
									Account 53810 - Principal Totals	Invoice Transactions 1	<u>\$460,000.00</u>
Account 53820 - Interest											
7255 - BOKF, NA	BTONGENREV2 20126	06-Showers West (BPD/FIRE)-General Revenue Bonds 2022-01/2026	Paid by EFT # 69744		12/09/2025	12/09/2025	12/19/2025		12/19/2025	527,903.13	
									Account 53820 - Interest Totals	Invoice Transactions 1	<u>\$527,903.13</u>
Account 53830 - Bank Charges											
7255 - BOKF, NA	BTONGENREV2 2AF26	06Showers West (BPD/FIRE)-General Revenue Bonds 2022-AF-01/2026	Paid by EFT # 69744		12/09/2025	12/09/2025	12/19/2025		12/19/2025	350.00	
									Account 53830 - Bank Charges Totals	Invoice Transactions 1	<u>\$350.00</u>
Account 53990 - Other Services and Charges											
50587 - Barnes & Thornburg LLP	3492921	06-Consulting Serv-ARPA compliance & reporting advice-Oct 2025	Paid by EFT # 69733		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,660.00	



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Fund 2209 - LIT – Economic Development										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53990 - Other Services and Charges										
5648 - Reedy Financial Group, PC	13411	06-Utility Consulting/Sewer Utility - billing thru 11/30/25	Paid by EFT # 69952		12/09/2025	12/09/2025	12/19/2025		12/19/2025	967.90
5648 - Reedy Financial Group, PC	13413	06-Admin/TIF Financial Consulting/TIF Econ Dev -thru 11/30/25	Paid by EFT # 69952		12/09/2025	12/09/2025	12/19/2025		12/19/2025	4,916.20
5648 - Reedy Financial Group, PC	13412	06-Utility Consulting/Water Utility -billing thru 11/30/25	Paid by EFT # 69952		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,081.60
5648 - Reedy Financial Group, PC	13409	06- Financial Plan Consulting/Printing- 11/30/25	Paid by EFT # 69952		12/09/2025	12/09/2025	12/19/2025		12/19/2025	18,246.52
204 - State Of Indiana	000005787	02-2023 SBOA Sanitation Audit Fee-DPW	Paid by Check # 80967		12/09/2025	12/09/2025	12/19/2025		12/19/2025	14,520.00
5444 - Tyler Technologies, INC	045-545218	28-Grant Accounting Training 11/10/25	Paid by EFT # 70006		12/09/2025	12/09/2025	12/19/2025		12/19/2025	292.50
5444 - Tyler Technologies, INC	045-545734	28-Grant Accounting Training Session 2- 11/17/25	Paid by EFT # 70006		12/09/2025	12/09/2025	12/19/2025		12/19/2025	390.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 8	<u>\$42,074.72</u>
							Program 060000 - Main Totals		Invoice Transactions 18	<u>\$1,109,077.85</u>
							Department 06 - Controller's Office Totals		Invoice Transactions 18	<u>\$1,109,077.85</u>
Department 09 - CFRD										
Program 090000 - Main										
Account 53960 - Grants										
230 - South Central Community Action Program INC	EDLITPRO11.13 .25	09-2025 ED LIT Funding-Growing Opportunities Program- Addendum	Paid by EFT # 69977		12/09/2025	12/09/2025	12/19/2025		12/19/2025	417,000.00
							Account 53960 - Grants Totals		Invoice Transactions 1	<u>\$417,000.00</u>
							Program 090000 - Main Totals		Invoice Transactions 1	<u>\$417,000.00</u>
							Department 09 - CFRD Totals		Invoice Transactions 1	<u>\$417,000.00</u>



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Fund 2209 - LIT – Economic Development										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990 - Other Services and Charges										
9703 - Workforce Research Group LLC	4909	12- Best Places to work Employee Survey	Paid by EFT # 70025		12/09/2025	12/09/2025	12/19/2025		12/19/2025	3,348.25
							Account 53990 - Other Services and Charges Totals	Invoice Transactions	1	<u>\$3,348.25</u>
							Program 120000 - Main Totals	Invoice Transactions	1	<u>\$3,348.25</u>
							Department 12 - Human Resources Totals	Invoice Transactions	1	<u>\$3,348.25</u>
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53990 - Other Services and Charges										
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0000896	19-SA-Public Works Properties (11) October 2025 mowing	Paid by EFT # 69757		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,440.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions	1	<u>\$1,440.00</u>
							Program 190000 - Main Totals	Invoice Transactions	1	<u>\$1,440.00</u>
							Department 19 - Facilities Maintenance Totals	Invoice Transactions	1	<u>\$1,440.00</u>
Department 28 - ITS										
Program 280000 - Main										
Account 54420 - Purchase of Equipment										
2898 - JDH Contracting, INC	86864	28-BDU Fiber Extension 11/04/25-Final Invoice	Paid by EFT # 69870		12/09/2025	12/09/2025	12/19/2025		12/19/2025	59,424.90
							Account 54420 - Purchase of Equipment Totals	Invoice Transactions	1	<u>\$59,424.90</u>
							Program 280000 - Main Totals	Invoice Transactions	1	<u>\$59,424.90</u>
							Department 28 - ITS Totals	Invoice Transactions	1	<u>\$59,424.90</u>
							Fund 2209 - LIT – Economic Development Totals	Invoice Transactions	37	<u>\$1,713,982.34</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	749400	01-Medical grooming- Jelly Bean- 11/25/25	Paid by EFT # 69739		12/09/2025	12/09/2025	12/19/2025		12/19/2025	175.01
6529 - BloomingPaws, LLC	749496	01-Dog Spay -Maggie- 11/26/25	Paid by EFT # 69739		12/09/2025	12/09/2025	12/19/2025		12/19/2025	180.50
6529 - BloomingPaws, LLC	742301	01-Diagnostics -Sugar- 08/07/25	Paid by EFT # 69739		12/09/2025	12/09/2025	12/19/2025		12/19/2025	192.80
6529 - BloomingPaws, LLC	749479	01-Mass removal surgery -Crunch- 11/26/25	Paid by EFT # 69739		12/09/2025	12/09/2025	12/19/2025		12/19/2025	385.28
6529 - BloomingPaws, LLC	749389	01-Xray & exam - Stella-11/24/25	Paid by EFT # 69739		12/09/2025	12/09/2025	12/19/2025		12/19/2025	414.53
6529 - BloomingPaws, LLC	749309	01-Medical grooming - Socks-11/24/25	Paid by EFT # 69739		12/09/2025	12/09/2025	12/19/2025		12/19/2025	431.20



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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	749148	01-Xrays & wound care-Bennington-11/24/25	Paid by EFT # 69739		12/09/2025	12/09/2025	12/19/2025		12/19/2025	611.07
6529 - BloomingPaws, LLC	749481	01-Dental Surgery-Leroy-11/26/25	Paid by EFT # 69739		12/09/2025	12/09/2025	12/19/2025		12/19/2025	782.93
6529 - BloomingPaws, LLC	749128	01-Dental Surgery-Rita-11/24/25	Paid by EFT # 69739		12/09/2025	12/09/2025	12/19/2025		12/19/2025	998.80
10102 - Megan Brunn (Purrs and Paws LLC)	11-14-25 BACC	01-(13) Spay/Neuter Surgeries-11-14-2025	Paid by EFT # 69756		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,300.00
10102 - Megan Brunn (Purrs and Paws LLC)	11-21-25 BACC 2	01-(16) Spay/Neuter Surgeries-1 ABS/N by exam, 1 rabies-11/22	Paid by EFT # 69756		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,630.00
175 - Monroe County Humane Association, INC	56335	01-Spay & Neuter Surgeries 11/18/25	Paid by EFT # 69914		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,275.00
							Account 53130 - Medical Totals		Invoice Transactions 12	<u>\$8,377.12</u>
							Program 400101 - Animal Medical Services Totals		Invoice Transactions 12	<u>\$8,377.12</u>
Program 400102 - Animal Supplies										
Account 52210 - Institutional Supplies										
4136 - C. Specialties, INC	19807	01 - Leashes (600) 11/24/25	Paid by EFT # 69761		12/09/2025	12/09/2025	12/19/2025		12/19/2025	581.32
4633 - Midwest Veterinary Supply, INC	27000295-050	01-Fluids 11/22/25	Paid by EFT # 69909		12/09/2025	12/09/2025	12/19/2025		12/19/2025	59.23
4633 - Midwest Veterinary Supply, INC	26931089-050	01-nitrile exam gloves (XL)	Paid by EFT # 69909		12/09/2025	12/09/2025	12/19/2025		12/19/2025	81.35
4633 - Midwest Veterinary Supply, INC	26964224-000	01-Endosorb Tablets 11/18/25	Paid by EFT # 69909		12/09/2025	12/09/2025	12/19/2025		12/19/2025	89.89
4633 - Midwest Veterinary Supply, INC	26964224-050	01-Syringes 11/18/25	Paid by EFT # 69909		12/09/2025	12/09/2025	12/19/2025		12/19/2025	148.37
4633 - Midwest Veterinary Supply, INC	26802982-050	01-KMR 11/011/25	Paid by EFT # 69909		12/09/2025	12/09/2025	12/19/2025		12/19/2025	156.93
4633 - Midwest Veterinary Supply, INC	26971260-000	01-Ear antibiotic/antifungle	Paid by EFT # 69909		12/09/2025	12/09/2025	12/19/2025		12/19/2025	159.15
4633 - Midwest Veterinary Supply, INC	26933883-000	01-Antiparasitics 11/14/25	Paid by EFT # 69909		12/09/2025	12/09/2025	12/19/2025		12/19/2025	160.04
4633 - Midwest Veterinary Supply, INC	26931089-150	01-nitrile gloves (L), hand pump 11/14/25	Paid by EFT # 69909		12/09/2025	12/09/2025	12/19/2025		12/19/2025	190.70
4633 - Midwest Veterinary Supply, INC	27000295-000	01-Pain meds, antiparasitics	Paid by EFT # 69909		12/09/2025	12/09/2025	12/19/2025		12/19/2025	438.02
4633 - Midwest Veterinary Supply, INC	27075689-000	01-Antibiotics & Syringes 12/02/25	Paid by EFT # 69909		12/09/2025	12/09/2025	12/19/2025		12/19/2025	238.48



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Fund 2300 - Donations (restricted; not used for capital items)										
Department 06 - Controller's Office										
Program 400102 - Animal Supplies										
Account 52210 - Institutional Supplies										
4666 - Zoetis, INC	9029973602	01-FeLV Test Kits 11/17/25	Paid by Check # 80972		12/09/2025	12/09/2025	12/19/2025		12/19/2025	362.84
							Account 52210 - Institutional Supplies Totals	Invoice Transactions	12	<u>\$2,666.32</u>
							Program 400102 - Animal Supplies Totals	Invoice Transactions	12	<u>\$2,666.32</u>
							Department 06 - Controller's Office Totals	Invoice Transactions	24	<u>\$11,043.44</u>
							Fund 2300 - Donations (restricted; not used for capital items) Totals	Invoice Transactions	24	<u>\$11,043.44</u>
Fund 2402 - ARP COVID Local Fiscal Recovery										
Department 12 - Human Resources										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 53990 - Other Services and Charges										
6766 - Justin Crossley	20251911	12-Recruitment Videos - Milestone #3 Post- Production	Paid by EFT # 69784		12/09/2025	12/09/2025	12/19/2025		12/19/2025	4,000.00
9662 - InvigorateHR, LLC	1900	12-Inclusive Leadership & Coaching Project Installment 3 of 3	Paid by EFT # 69864		12/09/2025	12/09/2025	12/19/2025		12/19/2025	10,000.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions	2	<u>\$14,000.00</u>
							Program G21005 - ARPA COVID Local Fiscal Recovery Totals	Invoice Transactions	2	<u>\$14,000.00</u>
							Department 12 - Human Resources Totals	Invoice Transactions	2	<u>\$14,000.00</u>
Department 28 - ITS										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 54420 - Purchase of Equipment										
5437 - Columbia Telecommunications Corporation	SIN005024	28-City-wide broadband consult 2nd half NTIA Grant- 12/04/25	Paid by EFT # 69775		12/09/2025	12/09/2025	12/19/2025		12/19/2025	41,458.25
							Account 54420 - Purchase of Equipment Totals	Invoice Transactions	1	<u>\$41,458.25</u>
							Program G21005 - ARPA COVID Local Fiscal Recovery Totals	Invoice Transactions	1	<u>\$41,458.25</u>
							Department 28 - ITS Totals	Invoice Transactions	1	<u>\$41,458.25</u>
							Fund 2402 - ARP COVID Local Fiscal Recovery Totals	Invoice Transactions	3	<u>\$55,458.25</u>



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Fund 2506 - Community Services										
Department 09 - CFRD										
Program 090001 - Com Serv - Black Males										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1RRR-7MCC-WXWT	09-Winter Wonderland 2025 Supplies-Santa Suit, Mailbox, Chair	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	273.86
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13JN-1PKD-FV6P	09-WInter Wonderland Supplies-Cookie Decorating	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	119.83
							Account 52420 - Other Supplies Totals		Invoice Transactions 2	<u>\$393.69</u>
							Program 090001 - Com Serv - Black Males Totals		Invoice Transactions 2	<u>\$393.69</u>
Program 090003 - Com Serv - Status of Women										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	16LM-TVX7-NPLM	09-2 boxes of 60ct Airheads-Women's Leadership Summit 2025	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	19.86
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1CRT-YH19-GJKM	09-Fujifilm Instax Camera-Replacement Leadership Summit Prize	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	109.95
3560 - First Financial Bank / Credit Cards	10369260827	09-Sam's Club-Snacks and Drinks for 128 Youth Summit Attendees	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	162.59
3560 - First Financial Bank / Credit Cards	10369260827C R	09-Refund for Granola Bars Not Delivered by Sam's Club	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	(20.46)
4549 - Kroger Limited Partnership I	041141	09-Young Women's Leadership Summit-Fruit, Drinks for Participan	Paid by Check # 80960		12/09/2025	12/09/2025	12/19/2025		12/19/2025	56.26
							Account 52420 - Other Supplies Totals		Invoice Transactions 5	<u>\$328.20</u>
							Program 090003 - Com Serv - Status of Women Totals		Invoice Transactions 5	<u>\$328.20</u>
Program 090016 - Com Serv - Safe & Civil										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	5625 11.20.25	09-Jimmy Johns-food-Young Women's Leadership Summit-11/20	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	251.70



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Fund 2506 - Community Services											
Department 09 - CFRD											
Program 090016 - Com Serv - Safe & Civil											
Account 52420 - Other Supplies											
3560 - First Financial Bank / Credit Cards	11.20.25 #23	09-Pizza X-Pizza-128 Attendees-2025 Young Women's Summit-11/20	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	234.99	
									Account 52420 - Other Supplies Totals	Invoice Transactions 2	<u>\$486.69</u>
Account 53990 - Other Services and Charges											
3560 - First Financial Bank / Credit Cards	9BE28DEA-0041	09-Safe & Civil City Jotform-Acct 2 safeandcivil-11/29-12/29	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	19.00	
3560 - First Financial Bank / Credit Cards	1DEEBBC5-0059	09-Safe & Civil City Jotform-Acct 1 mosss-11/25-12/25	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	19.00	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	<u>\$38.00</u>
									Program 090016 - Com Serv - Safe & Civil Totals	Invoice Transactions 4	<u>\$524.69</u>
									Department 09 - CFRD Totals	Invoice Transactions 11	<u>\$1,246.58</u>
									Fund 2506 - Community Services Totals	Invoice Transactions 11	<u>\$1,246.58</u>
Fund 2512 - Non-Reverting Telecom (S1146)											
Department 25 - Telecommunications											
Program 254000 - Infrastructure											
Account 53170 - Mgt. Fee, Consultants, and Workshops											
2898 - JDH Contracting, INC	86864	28-BDU Fiber Extension 11/04/25-Final Invoice	Paid by EFT # 69870		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,000.00	
2898 - JDH Contracting, INC	87181	28-BDU Fiber Extension 12/02/25-CO Amendment to 25-343	Paid by EFT # 69870		12/09/2025	12/09/2025	12/19/2025		12/19/2025	3,200.00	
									Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice Transactions 2	<u>\$4,200.00</u>
Account 53640 - Hardware and Software Maintenance											
13482 - Northern Lights Locating & Inspection, INC	20139	28-BDU Line Locates November 2025	Paid by EFT # 69928		12/09/2025	12/09/2025	12/19/2025		12/19/2025	2,500.00	
									Account 53640 - Hardware and Software Maintenance Totals	Invoice Transactions 1	<u>\$2,500.00</u>
Account 53750 - Rentals - Other											
203 - INDIANA UNIVERSITY	96837804	25 - IU Data Center 11/01/25-11/30/25	Paid by Check # 80957		12/09/2025	12/09/2025	12/19/2025		12/19/2025	85.00	
203 - INDIANA UNIVERSITY	96846935	25 - IU Data Center 12/01/25-12/31/25	Paid by Check # 80957		12/09/2025	12/09/2025	12/19/2025		12/19/2025	860.00	
									Account 53750 - Rentals - Other Totals	Invoice Transactions 2	<u>\$945.00</u>



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Fund 2512 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 254000 - Infrastructure										
Account 54310 - Improvements Other Than Building										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1CGF-CCH9-TCRJ	28-CBU 10 POE Injectors to Power VOIP Phones	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	239.00
2898 - JDH Contracting, INC	86864	28-BDU Fiber Extension 11/04/25-Final Invoice	Paid by EFT # 69870		12/09/2025	12/09/2025	12/19/2025		12/19/2025	56.30
							Account 54310 - Improvements Other Than Building Totals		Invoice Transactions 2	\$295.30
							Program 254000 - Infrastructure Totals		Invoice Transactions 7	\$7,940.30
Program 256000 - Services										
Account 53150 - Communications Contract										
9716 - IsoFusion, INC (Gigabitnow Indiana)	7629-20761	06-Cascades Golf Course Internet & Static IP-12/8/25-1/7/26	Paid by Check # 80950		12/10/2025	12/10/2025	12/10/2025		12/10/2025	230.00
							Account 53150 - Communications Contract Totals		Invoice Transactions 1	\$230.00
Account 54450 - Equipment										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1CGF-CCH9-TCRJ	28-CBU 10 POE Injectors to Power VOIP Phones	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	.00
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1JXN-NGDK-CD77	28-CAPR HR HDMI Cable	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	37.99
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1LWD-QCCF-KCWR	28-CAPR 10 Keyboards	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	199.90
53442 - Paragon Micro, INC	S5239463	28-City Civil Capital Replacement CAPR Dell Pro Max 14	Paid by EFT # 69935		12/09/2025	12/09/2025	12/19/2025		12/19/2025	2,159.99
							Account 54450 - Equipment Totals		Invoice Transactions 4	\$2,397.88
							Program 256000 - Services Totals		Invoice Transactions 5	\$2,627.88
							Department 25 - Telecommunications Totals		Invoice Transactions 12	\$10,568.18
							Fund 2512 - Non-Reverting Telecom (S1146) Totals		Invoice Transactions 12	\$10,568.18
Fund 2520 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1CGF-CCH9-C4TP	26-Pkg Garages-file cabinet, calendar, pens, stapler,	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	165.42
8658 - Kleindorfer's Hardware LLC	31798	26-latex gloves and extra snow shovel for all garages	Paid by EFT # 69882		12/09/2025	12/09/2025	12/19/2025		12/19/2025	69.98
							Account 52210 - Institutional Supplies Totals		Invoice Transactions 2	\$235.40



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Fund 2520 - Parking Facilities(S9502)											
Department 26 - Parking											
Program 260000 - Main											
Account 52420 - Other Supplies											
3397 - Evens Time, INC	93950	26-receipt paper for all garages pay equipment	Paid by EFT # 69812		12/09/2025	12/09/2025	12/19/2025		12/19/2025	481.20	
4574 - John Deere Financial f.s.b. (Rural King)	403775	26-antifreeze to winterize tencut sweeper scrubber	Paid by Check # 80958		12/09/2025	12/09/2025	12/19/2025		12/19/2025	11.96	
5099 - Office Three Sixty, INC	3306546	26-janitorial supplie-all parking garages-towels, cleaners	Paid by EFT # 69930		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,447.07	
									Account 52420 - Other Supplies Totals	Invoice Transactions 3	<u>\$1,940.23</u>
Account 53510 - Electrical Services											
223 - Duke Energy	9101205764481125	26-4th St Garage-105 W. 4th St-elec chgs 10/29-11/24/25	Paid by Check # 80943		12/10/2025	12/10/2025	12/10/2025		12/10/2025	1,584.10	
223 - Duke Energy	9101231152391125	26-Morton St Garage-212 N Morton-elec chgs 10/29-11/24/25	Paid by Check # 80943		12/10/2025	12/10/2025	12/10/2025		12/10/2025	1,346.15	
223 - Duke Energy	9101231257101125	26-Morton St Garage-Elec Car- 212 N Morton St -10/29-11/24/25	Paid by Check # 80943		12/10/2025	12/10/2025	12/10/2025		12/10/2025	40.42	
									Account 53510 - Electrical Services Totals	Invoice Transactions 3	<u>\$2,970.67</u>
Account 53530 - Water and Sewer											
208 - City Of Bloomington Utilities	44482-0041125	26-Morton St Garage-water/sewer bill-November 2025	Edit		12/17/2025	12/17/2025	12/17/2025			57.56	
208 - City Of Bloomington Utilities	59613-0011125	26-Trades Garage-489 W. 10th Street water/sewer - November 2025	Edit		12/17/2025	12/17/2025	12/17/2025			151.56	
									Account 53530 - Water and Sewer Totals	Invoice Transactions 2	<u>\$209.12</u>
Account 53610 - Building Repairs											
321 - Harrell Fish, INC (HFI)	ZW33765	26-capped HVAC drain-Morton elevator room 9/16/25	Paid by EFT # 69838		12/09/2025	12/09/2025	12/19/2025		12/19/2025	466.02	
321 - Harrell Fish, INC (HFI)	ZW33912	26-4 St Garage office bathroom toilet & sink repair 11/12/25	Paid by EFT # 69838		12/09/2025	12/09/2025	12/19/2025		12/19/2025	753.60	
393 - Kone INC	871868367	26-4th St Garage elevator maintenance 12/1-12/31/25	Paid by EFT # 69885		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,063.28	



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Fund 2520 - Parking Facilities(S9502)											
Department 26 - Parking											
Program 260000 - Main											
Account 53610 - Building Repairs											
393 - Kone INC	871868366	26-Trades District garage elevator maintenance 12/1-12/31/25	Paid by EFT # 69885		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,063.28	
393 - Kone INC	871868362	26-Walnut St garage elevator maintenance period 12/1-12/31/25	Paid by EFT # 69885		12/09/2025	12/09/2025	12/19/2025		12/19/2025	242.06	
392 - Koorsen Fire & Security, INC	IN01104302	26-fire alarm monitoring 4th St garage 12/1/25-2/28/26	Paid by EFT # 69886		12/09/2025	12/09/2025	12/19/2025		12/19/2025	150.00	
8934 - Sierra Heating and Cooling LLC	37870	26-4th St-refrigerant repair on server room mini split 10/31/25	Paid by EFT # 69972		12/09/2025	12/09/2025	12/19/2025		12/19/2025	810.00	
									Account 53610 - Building Repairs Totals	Invoice Transactions 7	<u>\$4,548.24</u>
Account 53640 - Hardware and Software Maintenance											
5976 - EV Connect, INC	INV13337	26-1 yr cloud sub for Morton EV stations-9/1/25-8/31/26	Paid by EFT # 69811		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,088.36	
6305 - Parker Technology, LLC	53944	26-December 2025 monthly call service fee-all parking equip	Paid by EFT # 69936		12/09/2025	12/09/2025	12/19/2025		12/19/2025	6,810.19	
9313 - Windcave INC	3045460	26-November 2025 credit card chgs-all parking garage equipment	Paid by EFT # 70021		12/09/2025	12/09/2025	12/19/2025		12/19/2025	839.39	
									Account 53640 - Hardware and Software Maintenance Totals	Invoice Transactions 3	<u>\$8,737.94</u>
Account 53840 - Lease Payments											
512 - 7th & Walnut , LLC	RENT-JAN 2026	26-Walnut St Garage-garage rent January 2026	Paid by EFT # 69713		12/09/2025	12/09/2025	12/19/2025		12/19/2025	17,824.79	
3887 - Mercury Development Group, LLC	349	26-Morton St Garage-garage rent January 2026	Paid by EFT # 69905		12/09/2025	12/09/2025	12/19/2025		12/19/2025	41,706.45	
									Account 53840 - Lease Payments Totals	Invoice Transactions 2	<u>\$59,531.24</u>
Account 53990 - Other Services and Charges											
6688 - SSW Enterprises, LLC (Office Pride)	Inv-290480	26-parking services office cleaning -Nov 2025	Paid by EFT # 69979		12/09/2025	12/09/2025	12/19/2025		12/19/2025	100.00	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$100.00</u>
									Program 260000 - Main Totals	Invoice Transactions 23	<u>\$78,272.84</u>



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Fund 2520 - Parking Facilities(S9502)										
							Department 26 - Parking	Totals	Invoice Transactions 23	\$78,272.84
							Fund 2520 - Parking Facilities(S9502)	Totals	Invoice Transactions 23	\$78,272.84
Fund 2521 - Alternative Transport(S6301)										
Department 26 - Parking										
Program 260000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1VV1-W1QQ-D99D	26-wall calendar, toilet paper, label tape, aa & aaa batteries	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	23.76
							Account 52110 - Office Supplies	Totals	Invoice Transactions 1	\$23.76
Account 53990 - Other Services and Charges										
6688 - SSW Enterprises, LLC (Office Pride)	Inv-290480	26-parking services office cleaning -Nov 2025	Paid by EFT # 69979		12/09/2025	12/09/2025	12/19/2025		12/19/2025	77.00
							Account 53990 - Other Services and Charges	Totals	Invoice Transactions 1	\$77.00
							Program 260000 - Main	Totals	Invoice Transactions 2	\$100.76
							Department 26 - Parking	Totals	Invoice Transactions 2	\$100.76
							Fund 2521 - Alternative Transport(S6301)	Totals	Invoice Transactions 2	\$100.76
Fund 3338 - 2016 GO Bonds Bond #2 (S0182)										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53830 - Bank Charges										
9983 - Argent Institutional Trust Company	76617	06-BLOOMING016A-Admin Fee 12.15-25 - 12.14.26 -2016A GO Bonds	Paid by EFT # 69729		12/09/2025	12/09/2025	12/19/2025		12/19/2025	500.00
9983 - Argent Institutional Trust Company	76618	06-BLOOMING016B-Admin Fee 12.15-25 - 12.14.26 -2016B GO Bonds	Paid by EFT # 69729		12/09/2025	12/09/2025	12/19/2025		12/19/2025	500.00
9983 - Argent Institutional Trust Company	76619	06-BLOOMING016C-Admin Fee 12.15-25 - 12.14.26 -2016C GO Bonds	Paid by EFT # 69729		12/09/2025	12/09/2025	12/19/2025		12/19/2025	500.00
9983 - Argent Institutional Trust Company	76620	06-BLOOMING016D-Admin Fee 12.15-25 - 12.14.26 -2016D GO Bonds	Paid by EFT # 69729		12/09/2025	12/09/2025	12/19/2025		12/19/2025	500.00
9983 - Argent Institutional Trust Company	76621	06-BLOOMING016E-Admin Fee 12.15-25 - 12.14.26 -2016E GO Bonds	Paid by EFT # 69729		12/09/2025	12/09/2025	12/19/2025		12/19/2025	500.00



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Fund 3338 - 2016 GO Bonds Bond #2 (S0182)										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53830 - Bank Charges										
9983 - Argent Institutional Trust Company	76622	006-BLOOMING016F-Admin Fee 12.15-25 - 12.14.26 -2016F GO Bonds6-	Paid by EFT # 69729		12/09/2025	12/09/2025	12/19/2025		12/19/2025	500.00
9983 - Argent Institutional Trust Company	76623	06-BLOOMING016G-Admin Fee 12.15-25 - 12.14.26 -2016G GO Bonds	Paid by EFT # 69729		12/09/2025	12/09/2025	12/19/2025		12/19/2025	500.00
9983 - Argent Institutional Trust Company	76624	06-BLOOMING016H-Admin Fee 12.15-25 - 12.14.26 -2016H GO Bonds	Paid by EFT # 69729		12/09/2025	12/09/2025	12/19/2025		12/19/2025	500.00
							Account 53830 - Bank Charges Totals	Invoice Transactions 8		<u>\$4,000.00</u>
							Program 060000 - Main Totals	Invoice Transactions 8		<u>\$4,000.00</u>
							Department 06 - Controller's Office Totals	Invoice Transactions 8		<u>\$4,000.00</u>
							Fund 3338 - 2016 GO Bonds Bond #2 (S0182) Totals	Invoice Transactions 8		<u>\$4,000.00</u>
Fund 3339 - 2016 Parks GO Bond #3 (S0183)										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53830 - Bank Charges										
9983 - Argent Institutional Trust Company	76584	06-BLOOMINPD16A-Admin Fee-12-1-25 to 11-30-26-PD Bond 2016A	Paid by EFT # 69729		12/09/2025	12/09/2025	12/19/2025		12/19/2025	500.00
9983 - Argent Institutional Trust Company	76585	06-BLOOMINPD16B-Admin Fee-12-1-25 to 11-30-26-PD Bond 2016B	Paid by EFT # 69729		12/09/2025	12/09/2025	12/19/2025		12/19/2025	500.00
9983 - Argent Institutional Trust Company	76583	06-BLOOMINPD16C-Admin Fee-12-1-25 to 11-30-26-PD Bond 2016C	Paid by EFT # 69729		12/09/2025	12/09/2025	12/19/2025		12/19/2025	500.00
9983 - Argent Institutional Trust Company	76586	06-BLOOMINPD16D-Admin Fee-12-1-25 to 11-30-26-PD Bond 2016D	Paid by EFT # 69729		12/09/2025	12/09/2025	12/19/2025		12/19/2025	500.00



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Fund 3339 - 2016 Parks GO Bond #3 (S0183)										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53830 - Bank Charges										
9983 - Argent Institutional Trust Company	76587	06-BLOOMINPD16E-Admin Fee-12-1-25 to 11-30-26-PD Bond 2016E	Paid by EFT # 69729		12/09/2025	12/09/2025	12/19/2025		12/19/2025	500.00
							Account 53830 - Bank Charges Totals	Invoice Transactions	5	<u>\$2,500.00</u>
							Program 060000 - Main Totals	Invoice Transactions	5	<u>\$2,500.00</u>
							Department 06 - Controller's Office Totals	Invoice Transactions	5	<u>\$2,500.00</u>
							Fund 3339 - 2016 Parks GO Bond #3 (S0183) Totals	Invoice Transactions	5	<u>\$2,500.00</u>
Fund 3344 - 2019 Trades Garage (S)										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53830 - Bank Charges										
4740 - Bank Of New York	00252-25-0082692	06-BLOOMTIRB19B-Trades Garage-Annual Fee-11/14/25-11/13/26	Paid by EFT # 69732		12/09/2025	12/09/2025	12/19/2025		12/19/2025	825.00
							Account 53830 - Bank Charges Totals	Invoice Transactions	1	<u>\$825.00</u>
							Program 060000 - Main Totals	Invoice Transactions	1	<u>\$825.00</u>
							Department 06 - Controller's Office Totals	Invoice Transactions	1	<u>\$825.00</u>
							Fund 3344 - 2019 Trades Garage (S) Totals	Invoice Transactions	1	<u>\$825.00</u>
Fund 4401 - Cumulative Capital Improvement - Cigarette Tax										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
365 - Rogers Group, INC	0071210624	20-#11 Stone for Sidewalk Projects 10/23/25	Paid by EFT # 69960		12/09/2025	12/09/2025	12/19/2025		12/19/2025	120.96
							Account 52330 - Street , Alley, and Sewer Material Totals	Invoice Transactions	1	<u>\$120.96</u>
							Program 020000 - Main Totals	Invoice Transactions	1	<u>\$120.96</u>
							Department 02 - Public Works Totals	Invoice Transactions	1	<u>\$120.96</u>
							Fund 4401 - Cumulative Capital Improvement - Cigarette Tax Totals	Invoice Transactions	1	<u>\$120.96</u>
Fund 4402 - Cumulative Capital Development										



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Fund 4402 - Cumulative Capital Development										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
11243 - Core & Main, LP	X775465	20-Tree Grates for Sidewalk Repair Kirkwood & Grant 9/19/25	Paid by EFT # 69779		12/09/2025	12/09/2025	12/19/2025		12/19/2025	4,334.42
5149 - E&B Paving, INC	30068936	20-Asphalt for patching 11/13/25	Paid by EFT # 69796		12/09/2025	12/09/2025	12/19/2025		12/19/2025	147.56
5149 - E&B Paving, INC	30068645	20-Asphalt materials for paving Olive Street 11/03/25	Paid by EFT # 69796		12/09/2025	12/09/2025	12/19/2025		12/19/2025	13,736.77
5149 - E&B Paving, INC	30068680	20-Asphalt materials for paving Highland 11/04/25	Paid by EFT # 69796		12/09/2025	12/09/2025	12/19/2025		12/19/2025	15,491.42
5149 - E&B Paving, INC	30068513	20-Asphalt materials-paving Thornton Dr, patching- 10/30/25	Paid by EFT # 69796		12/09/2025	12/09/2025	12/19/2025		12/19/2025	16,333.35
5149 - E&B Paving, INC	30069113	20- paving-Glenwood Ave, Cameron Ave, Tamarron Dr-11/17/25	Paid by EFT # 69796		12/09/2025	12/09/2025	12/19/2025		12/19/2025	3,309.39
5149 - E&B Paving, INC	30069308	20-Credit for Asphalt Millings 11/5/25	Paid by EFT # 69796		12/09/2025	12/09/2025	12/19/2025		12/19/2025	(764.46)
5149 - E&B Paving, INC	30068169	20-Tac Oil for Paving 10/09/25	Paid by EFT # 69796		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,211.75
5149 - E&B Paving, INC	30068380	20-Tac Oil for Paving 10/23/25	Paid by EFT # 69796		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,427.00
5149 - E&B Paving, INC	30068473	20-Tac Oil for Paving 10/27/25	Paid by EFT # 69796		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,035.30
5149 - E&B Paving, INC	30068723	20-Tac Oil for Paving 11/05/25	Paid by EFT # 69796		12/09/2025	12/09/2025	12/19/2025		12/19/2025	823.55
5149 - E&B Paving, INC	30068912	20-Asphalt materials-paving Maxwell, patching- 11/12/25	Paid by EFT # 69796		12/09/2025	12/09/2025	12/19/2025		12/19/2025	15,533.07
5149 - E&B Paving, INC	30069158	20-Asphalt for patching 11/19/25	Paid by EFT # 69796		12/09/2025	12/09/2025	12/19/2025		12/19/2025	185.64
5149 - E&B Paving, INC	30069180	20-Asphalt for patching 11/20/25	Paid by EFT # 69796		12/09/2025	12/09/2025	12/19/2025		12/19/2025	193.97
5149 - E&B Paving, INC	30069224	20-Asphalt for patching 11/24/25	Paid by EFT # 69796		12/09/2025	12/09/2025	12/19/2025		12/19/2025	193.38
5149 - E&B Paving, INC	30069226	20-Asphalt for patching 11/24/25	Paid by EFT # 69796		12/09/2025	12/09/2025	12/19/2025		12/19/2025	189.81
5149 - E&B Paving, INC	30069319	20-Asphalt for patching 11/26/25	Paid by EFT # 69796		12/09/2025	12/09/2025	12/19/2025		12/19/2025	183.86



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Fund 4402 - Cumulative Capital Development										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
9194 - Flynn Brothers Holdings, INC	32136	20-Cold Patch Mix 11/21/25	Paid by EFT # 69819		12/09/2025	12/09/2025	12/19/2025		12/19/2025	6,772.35
334 - Irving Materials, INC	11645478	20-Concrete materials SW projects-S. Woodbine Ct- 11/14/25	Paid by EFT # 69866		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,133.00
334 - Irving Materials, INC	11647708	20-Concrete materials for SW projects-S. Woodbine Ct- 11/20/25	Paid by EFT # 69866		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,133.00
334 - Irving Materials, INC	11649747	20-Concrete materials for SW proj-17th & Eagleson- 11/26/25	Paid by EFT # 69866		12/09/2025	12/09/2025	12/19/2025		12/19/2025	980.00
								Account 52330 - Street , Alley, and Sewer Material Totals	Invoice Transactions 21	<u>\$83,584.13</u>
Account 53990 - Other Services and Charges										
9194 - Flynn Brothers Holdings, INC	32142	20-Hauling Services of cold mix 11/25/25	Paid by EFT # 69819		12/09/2025	12/09/2025	12/19/2025		12/19/2025	2,061.15
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$2,061.15</u>
								Program 020000 - Main Totals	Invoice Transactions 22	<u>\$85,645.28</u>
								Department 02 - Public Works Totals	Invoice Transactions 22	<u>\$85,645.28</u>
Department 07 - Engineering										
Program 070000 - Main										
Account 54310 - Improvements Other Than Building										
3444 - Rundell Ernstberger Associates, INC	2023-1713-27	07-On-Call Engineering Services-thru 10/31/25	Paid by EFT # 69961		12/09/2025	12/09/2025	12/19/2025		12/19/2025	24,115.50
204 - State Of Indiana	000084854	07-1st Street Reconstruction (CN), Bat Survey 10/09/24	Paid by EFT # 69981		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,910.00
								Account 54310 - Improvements Other Than Building Totals	Invoice Transactions 2	<u>\$26,025.50</u>
								Program 070000 - Main Totals	Invoice Transactions 2	<u>\$26,025.50</u>
								Department 07 - Engineering Totals	Invoice Transactions 2	<u>\$26,025.50</u>
								Fund 4402 - Cumulative Capital Development Totals	Invoice Transactions 24	<u>\$111,670.78</u>



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Fund 4666 - GO Bonds 2022										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 54510 - Other Capital Outlays										
16 - Butler, Fairman & Seufert, INC	110136	07-High Street Multiuse Path and Intersections 10/1/25-10/31/25	Paid by EFT # 69759		12/09/2025	12/09/2025	12/19/2025		12/19/2025	6,481.12
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions 1		<u>\$6,481.12</u>
							Program 060000 - Main Totals	Invoice Transactions 1		<u>\$6,481.12</u>
							Department 06 - Controller's Office Totals	Invoice Transactions 1		<u>\$6,481.12</u>
							Fund 4666 - GO Bonds 2022 Totals	Invoice Transactions 1		<u>\$6,481.12</u>
Fund 6604 - Sanitation										
Department 16 - Sanitation										
Program 160000 - Main										
Account 53140 - Exterminator Services										
51538 - Economy Termite & Pest Control, INC	70176	16-Bi-Monthly Pest Control 11-24-25	Paid by EFT # 69801		12/09/2025	12/09/2025	12/19/2025		12/19/2025	125.00
							Account 53140 - Exterminator Services Totals	Invoice Transactions 1		<u>\$125.00</u>
Account 53610 - Building Repairs										
12604 - Howard D Bruce (Tabor/Bruce Architecture & Design, INC)	BREAKRM-11.3.25	16-Sanitation Breakroom Design- 11/3/2025	Paid by EFT # 69755		12/09/2025	12/09/2025	12/19/2025		12/19/2025	6,243.50
6335 - Strauser Construction Co., INC	STRAUSABROO M-1	16-Materials for Sanitation Breakroom	Paid by EFT # 69984		12/09/2025	12/09/2025	12/19/2025		12/19/2025	23,600.00
							Account 53610 - Building Repairs Totals	Invoice Transactions 2		<u>\$29,843.50</u>
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080209898	16-uniform rental (minus payroll ded)- 11/26/25	Paid by EFT # 70013		12/09/2025	12/09/2025	12/19/2025		12/19/2025	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080208970	16-Mat Services - 11/19/25	Paid by EFT # 70013		12/09/2025	12/09/2025	12/19/2025		12/19/2025	29.68
19171 - Vestis Group, INC (FKA Aramark)	4080208969	16-uniform rental (minus payroll ded)- 11/19/25	Paid by EFT # 70013		12/09/2025	12/09/2025	12/19/2025		12/19/2025	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080207046	16-uniform rental (minus payroll ded)- 11/5/25	Paid by EFT # 70013		12/09/2025	12/09/2025	12/19/2025		12/19/2025	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080209899	16-Mat Services - 11/26/25	Paid by EFT # 70013		12/09/2025	12/09/2025	12/19/2025		12/19/2025	29.68
19171 - Vestis Group, INC (FKA Aramark)	4080210868	16-uniform rental (minus payroll ded)- 12/03/2025	Paid by EFT # 70013		12/09/2025	12/09/2025	12/19/2025		12/19/2025	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080210869	16-Mat Services - 12/03/2025	Paid by EFT # 70013		12/09/2025	12/09/2025	12/19/2025		12/19/2025	29.68
							Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 7		<u>\$114.96</u>



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Fund 6604 - Sanitation											
Department 16 - Sanitation											
Program 160000 - Main											
Account 53950 - Landfill											
52226 - Hoosier Transfer Station-3140	3140-000024879	16-trash disposal fee-11/01-11/15/25	Paid by EFT # 69851		12/09/2025	12/09/2025	12/19/2025		12/19/2025	13,811.38	
52226 - Hoosier Transfer Station-3140	3140-000024883	16-recycling fees-11/03-11/13/2025	Paid by EFT # 69851		12/09/2025	12/09/2025	12/19/2025		12/19/2025	755.60	
52226 - Hoosier Transfer Station-3140	3140-000024917	16-trash disposal fee-11/17-11/29/25	Paid by EFT # 69851		12/09/2025	12/09/2025	12/19/2025		12/19/2025	13,511.57	
52226 - Hoosier Transfer Station-3140	3140-000024926	16-recycling fees-11/17-11/28/2025	Paid by EFT # 69851		12/09/2025	12/09/2025	12/19/2025		12/19/2025	795.20	
								Account 53950 - Landfill Totals		Invoice Transactions 4	<u>\$28,873.75</u>
Account 54440 - Motor Equipment											
8135 - John Jones Chevrolet Buick Cadillac of Salem INC	C4046T	16-2025 Chevy Silverado 2500 Crew Cab for Sanitation	Paid by EFT # 69873		12/09/2025	12/09/2025	12/19/2025		12/19/2025	49,701.50	
582 - Town & Country Chrysler Dodge Jeep, INC	F3481	16-2023 Dodge Ram 1500 Classic for Sanitation	Paid by EFT # 70001		12/09/2025	12/09/2025	12/19/2025		12/19/2025	41,896.25	
								Account 54440 - Motor Equipment Totals		Invoice Transactions 2	<u>\$91,597.75</u>
								Program 160000 - Main Totals		Invoice Transactions 16	<u>\$150,554.96</u>
								Department 16 - Sanitation Totals		Invoice Transactions 16	<u>\$150,554.96</u>
								Fund 6604 - Sanitation Totals		Invoice Transactions 16	<u>\$150,554.96</u>
Fund 7006 - Health Insurance Trust											
Department 12 - Human Resources											
Program 120000 - Main											
Account 53990 - Other Services and Charges											
18539 - Life Insurance Company Of North America	December 2025	12-LINA-December 2025-Bill Reference #103094_12/03/2025	Paid by EFT # 69892		12/09/2025	12/09/2025	12/19/2025		12/19/2025	4,228.50	
8609 - LoCascio Hadden & Dennis, LLC (LHD Benefit Advisor)	10225	12-Near-Site Employer Clinic support - December 2025	Paid by EFT # 69894		12/09/2025	12/09/2025	12/19/2025		12/19/2025	2,600.00	
8609 - LoCascio Hadden & Dennis, LLC (LHD Benefit Advisor)	10137	12-Near-Site Employer Clinic support - November 2025	Paid by EFT # 69894		12/09/2025	12/09/2025	12/19/2025		12/19/2025	2,600.00	
9375 - WEX Health INC (Chard, Snyder & Associates)	172508	12- November 2025 Administrative Fees	Paid by EFT # 70018		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,523.80	
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 4	<u>\$10,952.30</u>



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Fund 7006 - Health Insurance Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1201 - Other Services and Charges Health Insurance										
3928 - Aim Medical Trust	December 2025	12-December 2025 Medical Premiums-Incl Vision/Dental Nov 2025	Paid by EFT # 69703		12/08/2025	12/08/2025	12/08/2025		12/08/2025	1,225,107.27
								Account 53990.1201 - Other Services and Charges Health Insurance Totals	Invoice Transactions 1	<u>\$1,225,107.27</u>
Account 53990.1278 - Other Services and Charges Disability LTD										
18539 - Life Insurance Company Of North America	December 2025	12-LINA-December 2025-Bill Reference #103094_12/03/2025	Paid by EFT # 69892		12/09/2025	12/09/2025	12/19/2025		12/19/2025	14,076.84
								Account 53990.1278 - Other Services and Charges Disability LTD Totals	Invoice Transactions 1	<u>\$14,076.84</u>
								Program 120000 - Main Totals	Invoice Transactions 6	<u>\$1,250,136.41</u>
								Department 12 - Human Resources Totals	Invoice Transactions 6	<u>\$1,250,136.41</u>
								Fund 7006 - Health Insurance Trust Totals	Invoice Transactions 6	<u>\$1,250,136.41</u>
Fund 7008 - Insurance Voluntary Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1271 - Other Services and Charges Section 125 - URM- City										
9375 - WEX Health INC (Chard, Snyder & Associates)	120525daily	12-City URM	Paid by EFT # 69704		12/08/2025	12/08/2025	12/08/2025		12/08/2025	185.00
9375 - WEX Health INC (Chard, Snyder & Associates)	120725daily	12-City URM	Paid by EFT # 69705		12/08/2025	12/08/2025	12/08/2025		12/08/2025	33.33
9375 - WEX Health INC (Chard, Snyder & Associates)	120825daily	12-City URM	Paid by EFT # 69707		12/09/2025	12/09/2025	12/09/2025		12/09/2025	50.50
9375 - WEX Health INC (Chard, Snyder & Associates)	120925daily	12-City URM	Paid by EFT # 69709		12/10/2025	12/10/2025	12/10/2025		12/10/2025	362.67
								Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals	Invoice Transactions 4	<u>\$631.50</u>
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City										
9375 - WEX Health INC (Chard, Snyder & Associates)	121025CheckRe g	12-City DDC	Paid by EFT # 69708		12/10/2025	12/10/2025	12/10/2025		12/10/2025	563.20
								Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals	Invoice Transactions 1	<u>\$563.20</u>
Account 53990.1273 - Other Services and Charges Term Life										
18539 - Life Insurance Company Of North America	December 2025	12-LINA-December 2025-Bill Reference #103094_12/03/2025	Paid by EFT # 69892		12/09/2025	12/09/2025	12/19/2025		12/19/2025	20,031.71
								Account 53990.1273 - Other Services and Charges Term Life Totals	Invoice Transactions 1	<u>\$20,031.71</u>



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Fund 7008 - Insurance Voluntary Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1277 - Other Services and Charges Disability STD										
18539 - Life Insurance Company Of North America	December 2025	12-LINA-December 2025-Bill Reference #103094_12/03/2025	Paid by EFT # 69892		12/09/2025	12/09/2025	12/19/2025		12/19/2025	11,444.79
							Account 53990.1277 - Other Services and Charges Disability STD Totals	Invoice Transactions	1	<u>\$11,444.79</u>
							Program 120000 - Main Totals	Invoice Transactions	7	<u>\$32,671.20</u>
							Department 12 - Human Resources Totals	Invoice Transactions	7	<u>\$32,671.20</u>
							Fund 7008 - Insurance Voluntary Trust Totals	Invoice Transactions	7	<u>\$32,671.20</u>
Fund 7010 - Unemployment Comp Non-Reverting										
Department 12 - Human Resources										
Program 120000 - Main										
Account 51240 - Unemployment Compensation										
204 - State Of Indiana	131447 11/2025	12- November 2025 Unemployment	Paid by Check # 80951		12/10/2025	12/10/2025	12/10/2025		12/10/2025	780.00
							Account 51240 - Unemployment Compensation Totals	Invoice Transactions	1	<u>\$780.00</u>
							Program 120000 - Main Totals	Invoice Transactions	1	<u>\$780.00</u>
							Department 12 - Human Resources Totals	Invoice Transactions	1	<u>\$780.00</u>
							Fund 7010 - Unemployment Comp Non-Reverting Totals	Invoice Transactions	1	<u>\$780.00</u>
Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52230 - Garage and Motor Supplies										
50605 - Bauer Built, INC	360158714	17 - (2) tires mount & dismount, metal valve, flow thru valve	Paid by EFT # 69734		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,755.00
4693 - Monroe County Tire & Supply, INC	081523	17-2 tires for #525	Paid by EFT # 69915		12/09/2025	12/09/2025	12/19/2025		12/19/2025	280.50
4693 - Monroe County Tire & Supply, INC	081525	17 - stock tires (20)- 11/24/2025	Paid by EFT # 69915		12/09/2025	12/09/2025	12/19/2025		12/19/2025	2,438.80
							Account 52230 - Garage and Motor Supplies Totals	Invoice Transactions	3	<u>\$4,474.30</u>
Account 52240 - Fuel and Oil										
7854 - Premier AG CO-OP, INC (Premier Energy)	25287	17-fuel unleaded (7,843) & diesel (7,328)- 11/24/2025	Paid by EFT # 69944		12/09/2025	12/09/2025	12/19/2025		12/19/2025	45,425.96



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Fund 7702 - Fleet Maintenance											
Department 17 - Fleet Maintenance											
Program 170000 - Main											
Account 52240 - Fuel and Oil											
9353 - Yoder Oil, INC	INV-951282	17-100 gal Promax Trac,200 gal BB Elite oil, 64 gal Promax AW	Paid by EFT # 70028		12/09/2025	12/09/2025	12/19/2025		12/19/2025	6,733.36	
									Account 52240 - Fuel and Oil Totals	Invoice Transactions 2	\$52,159.32
Account 52310 - Building Materials and Supplies											
321 - Harrell Fish, INC (HFI)	ZW33910	17 -Flame sensor & capacitor replaced during Fall PM serv-12/1	Paid by EFT # 69838		12/09/2025	12/09/2025	12/19/2025		12/19/2025	43.92	
									Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 1	\$43.92
Account 52320 - Motor Vehicle Repair											
244 - Bloomington Ford, INC	6246141	17-#805 parts and labor to repair bearing, shocks, and ball j	Paid by EFT # 69742		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,438.01	
244 - Bloomington Ford, INC	6246350	17-#706 parts & labor to repair brakes and water pump-11/13	Paid by EFT # 69742		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,502.06	
244 - Bloomington Ford, INC	6246347	17-#836 Service for oil change & tire rotated & brakes-11/13	Paid by EFT # 69742		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,202.42	
8665 - Effingham Crossroads Truck Equipment INC	104S59871	17-#431 Aluminum Oil filled w/Center plug Hubcap trailer	Paid by EFT # 69802		12/09/2025	12/09/2025	12/19/2025		12/19/2025	25.16	
8665 - Effingham Crossroads Truck Equipment INC	104S59878	17-#431 Steering arm	Paid by EFT # 69802		12/09/2025	12/09/2025	12/19/2025		12/19/2025	892.73	
8665 - Effingham Crossroads Truck Equipment INC	104S59776	17 - #431-slotted nut and key (4)	Paid by EFT # 69802		12/09/2025	12/09/2025	12/19/2025		12/19/2025	127.64	
8665 - Effingham Crossroads Truck Equipment INC	104S59845	17 - Arm steering for #432	Paid by EFT # 69802		12/09/2025	12/09/2025	12/19/2025		12/19/2025	892.73	
8665 - Effingham Crossroads Truck Equipment INC	104S60017	17 - #431-shop sockets, and brake parts	Paid by EFT # 69802		12/09/2025	12/09/2025	12/19/2025		12/19/2025	5.82	
8665 - Effingham Crossroads Truck Equipment INC	104S60000	17 - #431 Brake drum & (2) eaton ext svc 2nd gen16 brake shoes	Paid by EFT # 69802		12/09/2025	12/09/2025	12/19/2025		12/19/2025	381.98	
8665 - Effingham Crossroads Truck Equipment INC	104S60055	17 - (2) Axle nut socket asst. 8 PT for shop	Paid by EFT # 69802		12/09/2025	12/09/2025	12/19/2025		12/19/2025	348.10	
8665 - Effingham Crossroads Truck Equipment INC	104S60003	17 - #431 draglink	Paid by EFT # 69802		12/09/2025	12/09/2025	12/19/2025		12/19/2025	581.17	



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Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
8665 - Effingham Crossroads Truck Equipment INC	104S60089	17 - 45 & 90 street elbow 3/8 tubes & 1/2 hose 3/8 for 431	Paid by EFT # 69802		12/09/2025	12/09/2025	12/19/2025		12/19/2025	46.48
51827 - Fire Service, INC	IN-23209	17 - #394 solenoid	Paid by EFT # 69817		12/09/2025	12/09/2025	12/19/2025		12/19/2025	409.11
51827 - Fire Service, INC	IN-23282	17 - #394 rod transverse traax bar	Paid by EFT # 69817		12/09/2025	12/09/2025	12/19/2025		12/19/2025	528.24
4046 - Heritage-Crystal Clean, INC	19689441	17 - bulk anti freeze	Paid by EFT # 69842		12/09/2025	12/09/2025	12/19/2025		12/19/2025	858.44
4044 - Industrial Hydraulics, INC	0464442-IN	17 - stock fittings (coupling set, holmbury, thinwall)	Paid by EFT # 69861		12/09/2025	12/09/2025	12/19/2025		12/19/2025	578.77
455 - Industrial Service & Supply, INC	90013	17 - stock fittings (6 ea of Female & Male Firg 1/2 NPT)	Paid by EFT # 69862		12/09/2025	12/09/2025	12/19/2025		12/19/2025	498.00
455 - Industrial Service & Supply, INC	90072	17 - #432 5/8" hydraulic male fittings (6)	Paid by EFT # 69862		12/09/2025	12/09/2025	12/19/2025		12/19/2025	27.60
4439 - JX Enterprises, INC	27463755P	17 -(2) Hardware kit for 431	Paid by EFT # 69874		12/09/2025	12/09/2025	12/19/2025		12/19/2025	57.76
4439 - JX Enterprises, INC	27463441P	17 - Coupling shaft & midship bearing plate for 442	Paid by EFT # 69874		12/09/2025	12/09/2025	12/19/2025		12/19/2025	125.27
4439 - JX Enterprises, INC	27464395P	17-CR-7/8 hex nut returned #431-27455889P	Paid by EFT # 69874		12/09/2025	12/09/2025	12/19/2025		12/19/2025	(255.92)
4439 - JX Enterprises, INC	27464121P	17 - #453 fuel filter	Paid by EFT # 69874		12/09/2025	12/09/2025	12/19/2025		12/19/2025	283.13
4439 - JX Enterprises, INC	27464394P	17-CR-returned Bearing & seal assembly, hex nut #431-27458303P	Paid by EFT # 69874		12/09/2025	12/09/2025	12/19/2025		12/19/2025	(493.90)
4439 - JX Enterprises, INC	27464391P	17-CR-returned core from steering gear #431-27455902P	Paid by EFT # 69874		12/09/2025	12/09/2025	12/19/2025		12/19/2025	(616.99)
4439 - JX Enterprises, INC	27464393P	17-CR-returned Shackle bracket & washer-#431-27455902P	Paid by EFT # 69874		12/09/2025	12/09/2025	12/19/2025		12/19/2025	(984.78)
4439 - JX Enterprises, INC	27463526P	17 -#431 (2) ea spider assy, bracket assy & auto slack, sensor	Paid by EFT # 69874		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,264.30



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Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
4439 - JX Enterprises, INC	27464003P	17 - Alternator & V ribbed belt for 453 & inventory	Paid by EFT # 69874		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,427.05
4439 - JX Enterprises, INC	27464203P	17 - #453 alternator	Paid by EFT # 69874		12/09/2025	12/09/2025	12/19/2025		12/19/2025	441.36
4439 - JX Enterprises, INC	27465328P	17 - Thermostat for 341	Paid by EFT # 69874		12/09/2025	12/09/2025	12/19/2025		12/19/2025	66.99
4439 - JX Enterprises, INC	27464853P	17 - 45 deg. Pipe, Molded & hump hoses and hose clamp bolt - 438	Paid by EFT # 69874		12/09/2025	12/09/2025	12/19/2025		12/19/2025	189.15
4439 - JX Enterprises, INC	27464987P	17 - battery disconnect switch for 425	Paid by EFT # 69874		12/09/2025	12/09/2025	12/19/2025		12/19/2025	202.99
4439 - JX Enterprises, INC	27463626P	17 - (2) bracket assy, spider and pin assy, spider assy for 431	Paid by EFT # 69874		12/09/2025	12/09/2025	12/19/2025		12/19/2025	645.20
4439 - JX Enterprises, INC	27463815P	17 - Coupling shaft for 442	Paid by EFT # 69874		12/09/2025	12/09/2025	12/19/2025		12/19/2025	775.98
4439 - JX Enterprises, INC	27465293P	17-CR for returned 2 alternators for #453-27464003P	Paid by EFT # 69874		12/09/2025	12/09/2025	12/19/2025		12/19/2025	(1,329.98)
4439 - JX Enterprises, INC	27464493P	17 - (2) bracket assy & spider assy for 431	Paid by EFT # 69874		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,529.27
4439 - JX Enterprises, INC	27465736P	17 - #465 switch	Paid by EFT # 69874		12/09/2025	12/09/2025	12/19/2025		12/19/2025	160.99
4439 - JX Enterprises, INC	27465976P	17-CR-returned fuel filter #453-27464121P	Paid by EFT # 69874		12/09/2025	12/09/2025	12/19/2025		12/19/2025	(283.13)
8658 - Kleindorfer's Hardware LLC	32109	17 - #425 Threaded rod	Paid by EFT # 69882		12/09/2025	12/09/2025	12/19/2025		12/19/2025	18.99
7308 - MacQueen Equipment, LLC	P06955	17 - #331 dryer, valve, hose ends and etc	Paid by EFT # 69897		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,496.87
53385 - O'Reilly Automotive Stores, INC	1903-158145	17 - HD Cabin Air filter for 678	Paid by Check # 80963		12/09/2025	12/09/2025	12/19/2025		12/19/2025	19.91
53385 - O'Reilly Automotive Stores, INC	1903-158383	17 - (2) Megacrimp for inventory	Paid by Check # 80963		12/09/2025	12/09/2025	12/19/2025		12/19/2025	32.85
53385 - O'Reilly Automotive Stores, INC	1903-158663	17 - (2) cabin filters for inventory	Paid by Check # 80963		12/09/2025	12/09/2025	12/19/2025		12/19/2025	35.67
53385 - O'Reilly Automotive Stores, INC	1903-158565	17 - Transmission filter for 1716	Paid by Check # 80963		12/09/2025	12/09/2025	12/19/2025		12/19/2025	82.99
53385 - O'Reilly Automotive Stores, INC	1903-158139	17 - socket set for shop	Paid by Check # 80963		12/09/2025	12/09/2025	12/19/2025		12/19/2025	99.99



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Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
53385 - O'Reilly Automotive Stores, INC	1903-160513	17 - #441 Crank shaft position Sensor	Paid by Check # 80963		12/09/2025	12/09/2025	12/19/2025		12/19/2025	33.91
53385 - O'Reilly Automotive Stores, INC	1903-159761	17 - #1207 PCV valve	Paid by Check # 80963		12/09/2025	12/09/2025	12/19/2025		12/19/2025	36.70
53385 - O'Reilly Automotive Stores, INC	1903-159526	17 - Engine mount for 1207	Paid by Check # 80963		12/09/2025	12/09/2025	12/19/2025		12/19/2025	51.00
53385 - O'Reilly Automotive Stores, INC	1903-161205	17 - #639 spark plugs and ignition wire set	Paid by Check # 80963		12/09/2025	12/09/2025	12/19/2025		12/19/2025	126.13
16069 - Palmer Trucks, INC	I594446	17 - water pump kit for 774	Paid by EFT # 69933		12/09/2025	12/09/2025	12/19/2025		12/19/2025	287.60
16069 - Palmer Trucks, INC	I514638	17-CR-returned dryer-receiver-Inv I506742	Paid by EFT # 69933		12/09/2025	12/09/2025	12/19/2025		12/19/2025	(77.61)
16069 - Palmer Trucks, INC	I514639	17-CR-expansion valve-Inv I506742	Paid by EFT # 69933		12/09/2025	12/09/2025	12/19/2025		12/19/2025	(81.08)
16069 - Palmer Trucks, INC	I538444	17-CR-returned core-Inv I526347	Paid by EFT # 69933		12/09/2025	12/09/2025	12/19/2025		12/19/2025	(212.50)
476 - Southern Indiana Parts, INC (Napa Auto Parts)	PARTS-NOV 2025	17 - various parts for the month of November 2025	Paid by EFT # 69978		12/09/2025	12/09/2025	12/19/2025		12/19/2025	9,966.90
54351 - Sternberg, INC	990533	17 - motor for 422	Paid by EFT # 69982		12/09/2025	12/09/2025	12/19/2025		12/19/2025	46.33
54351 - Sternberg, INC	990574	17 - V-Belt for 938	Paid by EFT # 69982		12/09/2025	12/09/2025	12/19/2025		12/19/2025	71.15
54351 - Sternberg, INC	990553	17 - Fleetrite water pump for 422	Paid by EFT # 69982		12/09/2025	12/09/2025	12/19/2025		12/19/2025	170.53
54351 - Sternberg, INC	990573	17 - tensioner & pulley for 938	Paid by EFT # 69982		12/09/2025	12/09/2025	12/19/2025		12/19/2025	405.03
54351 - Sternberg, INC	990576	17 - fuel tank straps (2) for 422	Paid by EFT # 69982		12/09/2025	12/09/2025	12/19/2025		12/19/2025	538.98
54351 - Sternberg, INC	990581	17 -Fuel tank straps (2) for 428	Paid by EFT # 69982		12/09/2025	12/09/2025	12/19/2025		12/19/2025	538.98
54351 - Sternberg, INC	67793	17-#429 diagnose electrical fire and repair	Paid by EFT # 69982		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,097.26
54351 - Sternberg, INC	990572	17 - motor for 429	Paid by EFT # 69982		12/09/2025	12/09/2025	12/19/2025		12/19/2025	46.33
54351 - Sternberg, INC	990629	17 - thermostat for 394	Paid by EFT # 69982		12/09/2025	12/09/2025	12/19/2025		12/19/2025	67.37
54351 - Sternberg, INC	990700	17 - Sensor Assembly for 439	Paid by EFT # 69982		12/09/2025	12/09/2025	12/19/2025		12/19/2025	81.75
54351 - Sternberg, INC	990627	17 - diff pressure sensor for inventory	Paid by EFT # 69982		12/09/2025	12/09/2025	12/19/2025		12/19/2025	188.23



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Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
54351 - Sternberg, INC	990670	17 - #438 modulator valve	Paid by EFT # 69982		12/09/2025	12/09/2025	12/19/2025		12/19/2025	345.65
54351 - Sternberg, INC	990596	17 - tensioner, v-belt & pulley for 432	Paid by EFT # 69982		12/09/2025	12/09/2025	12/19/2025		12/19/2025	516.31
54351 - Sternberg, INC	67865	17 - #332 preventative service	Paid by EFT # 69982		12/09/2025	12/09/2025	12/19/2025		12/19/2025	400.71
54351 - Sternberg, INC	67795	17 - # 343 parts and labor to repair actuator	Paid by EFT # 69982		12/09/2025	12/09/2025	12/19/2025		12/19/2025	2,545.79
54351 - Sternberg, INC	67872	17 - #600 parts and labor to repair sensor and maintenance	Paid by EFT # 69982		12/09/2025	12/09/2025	12/19/2025		12/19/2025	132.88
582 - Town & Country Chrysler Dodge Jeep, INC	6188547	17-#802 preventative maintenance serv-oil filter change	Paid by EFT # 70001		12/09/2025	12/09/2025	12/19/2025		12/19/2025	62.04
582 - Town & Country Chrysler Dodge Jeep, INC	6188687	17 - #802 maintenance service - oil and filter change	Paid by EFT # 70001		12/09/2025	12/09/2025	12/19/2025		12/19/2025	55.00
4398 - TruckPro Holding Corporation	047-0364109	17 - #431 rim nut and bolt	Paid by EFT # 70005		12/09/2025	12/09/2025	12/19/2025		12/19/2025	287.89
4398 - TruckPro Holding Corporation	047-0364110	17 - #331 fan	Paid by EFT # 70005		12/09/2025	12/09/2025	12/19/2025		12/19/2025	393.29
484 - Uebelhor & Sons Chevrolet Cadillac Jasper, INC	341229	17 - #4081 preventative service & maintenance	Paid by EFT # 70008		12/09/2025	12/09/2025	12/19/2025		12/19/2025	81.60
7555 - VoMac Truck Sales & Service INC	125385T	17 - #962 sealing ring	Paid by EFT # 70015		12/09/2025	12/09/2025	12/19/2025		12/19/2025	5.46
7555 - VoMac Truck Sales & Service INC	36466T	17 - #961 diagnose and repair coolant leak	Paid by EFT # 70015		12/09/2025	12/09/2025	12/19/2025		12/19/2025	2,744.72
7555 - VoMac Truck Sales & Service INC	125803T	17 - Modulator, control valve & handle for 958	Paid by EFT # 70015		12/09/2025	12/09/2025	12/19/2025		12/19/2025	407.84
7555 - VoMac Truck Sales & Service INC	125853T	17 - #958 valve	Paid by EFT # 70015		12/09/2025	12/09/2025	12/19/2025		12/19/2025	167.83
2096 - West Side Tractor Sales CO.	B61448	17 - #4541 tail lamp	Paid by EFT # 70017		12/09/2025	12/09/2025	12/19/2025		12/19/2025	149.39
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX1616	17 - #1227 Thermostat housing	Paid by EFT # 70027		12/09/2025	12/09/2025	12/19/2025		12/19/2025	53.04
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX1868	17 - TPMS sensor kit for inventory	Paid by EFT # 70027		12/09/2025	12/09/2025	12/19/2025		12/19/2025	60.46
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX1975	17-14 1 qt of ULV Mercon transmission fluid for 1716	Paid by EFT # 70027		12/09/2025	12/09/2025	12/19/2025		12/19/2025	105.70



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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)	0603NX1860	17 - TPMS sensor kit for inventory (2)	Paid by EFT # 70027		12/09/2025	12/09/2025	12/19/2025		12/19/2025	120.92	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX1874	17 - TPMS sensor kit for inventory (3)	Paid by EFT # 70027		12/09/2025	12/09/2025	12/19/2025		12/19/2025	181.38	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX1857	17 - TPMS sensor kit for inventory (4)	Paid by EFT # 70027		12/09/2025	12/09/2025	12/19/2025		12/19/2025	241.84	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX2606	17 - Oil filter assembly for inventory (24)	Paid by EFT # 70027		12/09/2025	12/09/2025	12/19/2025		12/19/2025	190.80	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX2686	17 - #1219 Sensor (2)	Paid by EFT # 70027		12/09/2025	12/09/2025	12/19/2025		12/19/2025	120.92	
									Account 52320 - Motor Vehicle Repair Totals	Invoice Transactions 87	<u>\$38,090.92</u>
Account 52420 - Other Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1JFH-Y4L1-KWGN	17 - barrel dollies, sand blast cabinet, bead blaster and media	Paid by EFT # 69723		12/09/2025	12/09/2025	12/19/2025		12/19/2025	4,033.99	
409 - Black Lumber Co. INC	620117	17 - shop supply plywood and screws	Paid by EFT # 69737		12/09/2025	12/09/2025	12/19/2025		12/19/2025	23.78	
409 - Black Lumber Co. INC	620072	17 - Ratchet strap, keys, 6", 9", 12" steel demon, 5gal bucket	Paid by EFT # 69737		12/09/2025	12/09/2025	12/19/2025		12/19/2025	302.53	
8665 - Effingham Crossroads Truck Equipment INC	104S60017	17 - #431-shop sockets, and brake parts	Paid by EFT # 69802		12/09/2025	12/09/2025	12/19/2025		12/19/2025	81.56	
8665 - Effingham Crossroads Truck Equipment INC	104S60000	17 - #431 Brake drum & (2) eaton ext svc 2nd gen16 brake shoes	Paid by EFT # 69802		12/09/2025	12/09/2025	12/19/2025		12/19/2025	266.54	
8665 - Effingham Crossroads Truck Equipment INC	104S60055	17 - (2) Axle nut socket asst. 8 PT for shop	Paid by EFT # 69802		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,851.90	
177 - Indiana Oxygen Company, INC	10769508	17 - gas for welders and torches-Nov 2025	Paid by EFT # 69858		12/09/2025	12/09/2025	12/19/2025		12/19/2025	297.90	
4574 - John Deere Financial f.s.b. (Rural King)	403348	17 - 27 gallon tough boxes for storage (16)	Paid by Check # 80958		12/09/2025	12/09/2025	12/19/2025		12/19/2025	111.84	
53442 - Paragon Micro, INC	S5230326	17 - two tough book laptops for diagnostic software	Paid by EFT # 69935		12/09/2025	12/09/2025	12/19/2025		12/19/2025	5,499.98	
6216 - Terminal Supply, INC	72330-00	17 - drill bits, switch , wire wheel, wire and etc - 11/21/25	Paid by EFT # 69992		12/09/2025	12/09/2025	12/19/2025		12/19/2025	163.57	
									Account 52420 - Other Supplies Totals	Invoice Transactions 10	<u>\$12,633.59</u>



Board of Public Works Claim Register

Invoice Date Range 12/06/25 - 12/19/25

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 53240 - Freight / Other											
16069 - Palmer Trucks, INC	EIS24511	17 - warranty work freight-Unit 535	Paid by EFT # 69933		12/09/2025	12/09/2025	12/19/2025		12/19/2025	135.00	
								Account 53240 - Freight / Other Totals		Invoice Transactions 1	<u>\$135.00</u>
Account 53610 - Building Repairs											
321 - Harrell Fish, INC (HFI)	ZW23895	17 - Bay heater not burning correctly, has ceramic crack-1/13	Paid by EFT # 69838		12/09/2025	12/09/2025	12/19/2025		12/19/2025	252.00	
321 - Harrell Fish, INC (HFI)	ZW33911	17-hang heater relocation-10/27/25	Paid by EFT # 69838		12/09/2025	12/09/2025	12/19/2025		12/19/2025	454.00	
								Account 53610 - Building Repairs Totals		Invoice Transactions 2	<u>\$706.00</u>
Account 53620 - Motor Repairs											
244 - Bloomington Ford, INC	6246141	17-#805 parts and labor to repair bearing, shocks, and ball j	Paid by EFT # 69742		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,898.94	
244 - Bloomington Ford, INC	6246350	17-#706 parts & labor to repair brakes and water pump-11/13	Paid by EFT # 69742		12/09/2025	12/09/2025	12/19/2025		12/19/2025	1,289.90	
244 - Bloomington Ford, INC	6246347	17-#836 Service for oil change & tire rotated & brakes-11/13	Paid by EFT # 69742		12/09/2025	12/09/2025	12/19/2025		12/19/2025	696.19	
3560 - First Financial Bank / Credit Cards	605316	17 - Bells Exhaust-#631 repairs of exhaust leaks	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	85.00	
3560 - First Financial Bank / Credit Cards	INV028574	17 - #394 radiator repair	Paid by Check # 80955		12/09/2025	12/09/2025	12/19/2025		12/19/2025	2,695.00	
4474 - Ken's Westside Service & Towing, LLC	25-1126-109065	17-tow/hook fee-Unit #858-11/26/25	Paid by EFT # 69878		12/09/2025	12/09/2025	12/19/2025		12/19/2025	95.00	
54351 - Sternberg, INC	67825	17 - #600 diagnose check engine light	Paid by EFT # 69982		12/09/2025	12/09/2025	12/19/2025		12/19/2025	578.00	
54351 - Sternberg, INC	67793	17-#429 diagnose electrical fire and repair	Paid by EFT # 69982		12/09/2025	12/09/2025	12/19/2025		12/19/2025	960.50	
54351 - Sternberg, INC	67865	17 - #332 preventative service	Paid by EFT # 69982		12/09/2025	12/09/2025	12/19/2025		12/19/2025	135.00	
54351 - Sternberg, INC	67795	17 - # 343 parts and labor to repair actuator	Paid by EFT # 69982		12/09/2025	12/09/2025	12/19/2025		12/19/2025	823.00	
54351 - Sternberg, INC	67872	17 - #600 parts and labor to repair sensor and maintenance	Paid by EFT # 69982		12/09/2025	12/09/2025	12/19/2025		12/19/2025	538.00	
582 - Town & Country Chrysler Dodge Jeep, INC	6188547	17-#802 preventative maintenance serv-oil filter change	Paid by EFT # 70001		12/09/2025	12/09/2025	12/19/2025		12/19/2025	46.90	



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Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 53620 - Motor Repairs										
582 - Town & Country Chrysler Dodge Jeep, INC	6188687	17 - #802 maintenance service - oil and filter change	Paid by EFT # 70001		12/09/2025	12/09/2025	12/19/2025		12/19/2025	40.00
484 - Uebelhor & Sons Chevrolet Cadillac Jasper, INC	341229	17 - #4081 preventative service & maintenance	Paid by EFT # 70008		12/09/2025	12/09/2025	12/19/2025		12/19/2025	105.00
7555 - VoMac Truck Sales & Service INC	36466T	17 - #961 diagnose and repair coolant leak	Paid by EFT # 70015		12/09/2025	12/09/2025	12/19/2025		12/19/2025	2,327.00
								Account 53620 - Motor Repairs Totals	Invoice Transactions 15	<u>\$12,313.43</u>
Account 53640 - Hardware and Software Maintenance										
4887 - Mitchell Repair Information Co, LLC	M1-00732182	17 - shop key renewal- 1/1-12/31/2026	Paid by EFT # 69911		12/09/2025	12/09/2025	12/19/2025		12/19/2025	4,536.00
								Account 53640 - Hardware and Software Maintenance Totals	Invoice Transactions 1	<u>\$4,536.00</u>
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080210863	17 - city portion of uniform rentals - 12/3/2025	Paid by EFT # 70013		12/09/2025	12/09/2025	12/19/2025		12/19/2025	33.78
19171 - Vestis Group, INC (FKA Aramark)	4080209893	17 - city portion of uniform rentals - 11/26/2025	Paid by EFT # 70013		12/09/2025	12/09/2025	12/19/2025		12/19/2025	33.86
19171 - Vestis Group, INC (FKA Aramark)	4080208965	17 - mat rentals and shop towels- 11/19/2025	Paid by EFT # 70013		12/09/2025	12/09/2025	12/19/2025		12/19/2025	95.22
19171 - Vestis Group, INC (FKA Aramark)	4080209894	17 - mat rentals and shop towels- 11/26/25	Paid by EFT # 70013		12/09/2025	12/09/2025	12/19/2025		12/19/2025	95.22
19171 - Vestis Group, INC (FKA Aramark)	4080210864	17 - mat rentals and shop towels- 12/3/2025	Paid by EFT # 70013		12/09/2025	12/09/2025	12/19/2025		12/19/2025	95.22
19171 - Vestis Group, INC (FKA Aramark)	4080208964	17 - City portion of uniform rentals - 11/19/2025	Paid by EFT # 70013		12/09/2025	12/09/2025	12/19/2025		12/19/2025	425.86
								Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 6	<u>\$779.16</u>
Account 53990 - Other Services and Charges										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0007394547	17-Legal Ad for Fleet Surplus	Paid by EFT # 69823		12/09/2025	12/09/2025	12/19/2025		12/19/2025	29.64
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$29.64</u>
								Program 170000 - Main Totals	Invoice Transactions 129	<u>\$125,901.28</u>
								Department 17 - Fleet Maintenance Totals	Invoice Transactions 129	<u>\$125,901.28</u>
								Fund 7702 - Fleet Maintenance Totals	Invoice Transactions 129	<u>\$125,901.28</u>



Board of Public Works Claim Register

Invoice Date Range 12/06/25 - 12/19/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 7704 - Self-Insurance											
Department 10 - Legal											
Program 100000 - Main											
Account 52430 - Uniforms and Tools											
8613 - Crane's Leather & Shoe Shop, INC	8682	10- Crane's 2025 Safety Shoes- Various Employees	Paid by EFT # 69781		12/09/2025	12/09/2025	12/19/2025		12/19/2025	10,014.25	
8613 - Crane's Leather & Shoe Shop, INC	8148	10-Safety Shoes-J. Pedro 10.5 M - 12/13/24	Paid by EFT # 69781		12/09/2025	12/09/2025	12/19/2025		12/19/2025	100.00	
8613 - Crane's Leather & Shoe Shop, INC	8707	10-Safety Shoes- C. Eberle 10 D -11/26/25	Paid by EFT # 69781		12/09/2025	12/09/2025	12/19/2025		12/19/2025	125.00	
									Account 52430 - Uniforms and Tools Totals	Invoice Transactions 3	<u>\$10,239.25</u>
Account 53130 - Medical											
7851 - Dave Spansle Dodson	PHYS CDL-2025	10-reimb CDL Physical- 11/17/25	Paid by EFT # 69794		12/09/2025	12/09/2025	12/19/2025		12/19/2025	110.00	
9133 - Jacob Phillip Hardin	PHYS CDL-2025	10-reimb CDL Physical- 7/25/25	Paid by EFT # 69837		12/09/2025	12/09/2025	12/19/2025		12/19/2025	110.00	
6324 - Randy Hitchcox	PHYS CDL-2025	10-reimb CDL Physical- 11/21/25	Paid by EFT # 69849		12/09/2025	12/09/2025	12/19/2025		12/19/2025	110.00	
21499 - Jeffrey Keith Mitchner	PHYS CDL-2025	10-reimb CDL Physical- 11/24/25	Paid by EFT # 69912		12/09/2025	12/09/2025	12/19/2025		12/19/2025	110.00	
5993 - John M Moore	PHYS CDL-2025	10-reimb CDL Physical- 7/28/25	Paid by EFT # 69916		12/09/2025	12/09/2025	12/19/2025		12/19/2025	110.00	
1072 - Keith L Sharp	PHYS CDL-2025	10-reimb CDL Physical- 11/11/25	Paid by EFT # 69968		12/09/2025	12/09/2025	12/19/2025		12/19/2025	110.00	
8524 - Brent Veatch	PHYS CDL-2025	10-reimb CDL Physical- 11/10/25	Paid by EFT # 70011		12/09/2025	12/09/2025	12/19/2025		12/19/2025	110.00	
									Account 53130 - Medical Totals	Invoice Transactions 7	<u>\$770.00</u>
									Program 100000 - Main Totals	Invoice Transactions 10	<u>\$11,009.25</u>
									Department 10 - Legal Totals	Invoice Transactions 10	<u>\$11,009.25</u>
									Fund 7704 - Self-Insurance Totals	Invoice Transactions 10	<u>\$11,009.25</u>
									Grand Totals	Invoice Transactions 598	<u>\$4,162,526.58</u>

REGISTER OF CLAIMS
Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/19/25	Claims				\$4,162,526.58
					<u><u>\$4,162,526.58</u></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 \$4,162,526.58

Dated this 16th 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 _____