

Board of Public Works Meeting

December 19, 2023



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 April Rosenberger, Public Works Departmental Accessibility contact at april.rosenberger@bloomington.in.gov or 812.349.3411 and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

AGENDA
BOARD OF PUBLIC WORKS
December 19, 2023

A Regular Meeting of the Board of Public Work will be held Tuesday, **December 19, 2023 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/86863101870?pwd=I01nY2s1J5RjhIuipLqYR1saMFsHk.1>
Meeting ID: 868 6310 1870 Passcode: 110328

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS AND REMONSTRANCE

III. CONSENT AGENDA

1. Change Order #1 for the East 3rd Street Resurfacing from Mitchell to Eagleson Project
2. Change Order #1 for the East 3rd Street Resurfacing from Overhill to Mitchell Project
3. Change Order #1 for the West Country Club Drive Resurfacing from Walnut to Bridge Project
4. Change Order #3 for the Winslow Rd Resurfacing from Walnut St to Allendale Dr. Project
5. On-Call Geotechnical Engineering Services Contract with Patriot Engineering and Environmental, Inc.
6. Addendum 2 to Preliminary Engineering Contract with WSP USA for Neighborhood Greenway Projects
7. Amendment 2 to Preliminary Engineering Contract with Eagle Ridge Civil Engineering Services, LLC for Neighborhood Greenway Projects
8. Resolution 2023-83; Declaration of Surplus from HAND
9. Resolution 2023-84; Declaration of ITS Surplus
10. Resolution 2023-85; Declaration of Fleet Surplus
11. Resolution 2023-86; 2024 Freezefest
12. 2024 Service Agreement with Kone, Inc.
13. 2024 Service Agreement with Nature's Way
14. 2024 Cooperative Services Agreement with Centerstone
15. Approval of Payroll

IV. NEW BUSINESS

1. Contract with E & B Paving for the Morningside Greenway Project
2. Contract with E & B Paving for the Hawthorne, Weatherstone, & Miller Drive Greenway Project
3. Contract with Service Solutions for the Liberty Drive Sidewalk Project
4. Contract with E & B Paving for the East 3rd Street Bicycle Lane Improvements Project
5. Change Orders #2-8 for the Hopewell East Project
6. Lane and Sidewalk Closure Request from AEG
7. Road and Sidewalk Closure Request from Reed & Sons on E. 4th and S. Lincoln St
8. Contract with Presidio Networked Solutions for Legal Door Locks
9. Addendum #2 to Ann-Kriss, LLC for FS#2 Restorative Roof Coating Project
10. Contract with Groomer Construction for Downtown Alleys Renovation Project
11. Agreement for Purchase and Delivery of Fuel
12. Contract with Republic Services of Indiana, LP dba Hoosier Transfer Station for Solid Waste Disposal
13. Contract with Sierra HVAC for Parking Services

V. STAFF REPORTS & OTHER BUSINESS

VI. APPROVAL OF CLAIMS

VII. ADJOURNMENT

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



Board of Public Works Staff Report

Project/Event: Balancing Change Order for E 3rd St Resurfacing
Mitchell to Eagleson

Petitioner/Representative: Engineering Department

Staff Representative: Jason Kerr

Date: December 1st 2023

Report: This Balancing Change Order is for the contract of resurfacing of E 3rd St between Mitchell St and Eagleson Ave. This included sidewalk and curbs as well as this work was performed. E Parking. This work is completed at this time. Approved amount was \$133,100.00. This proposed change order results in a deduction of \$1,000.00 which will result in the final contract value of \$131,300.00.

City of Bloomington Contract and Purchase Justification Form

Vendor: E&B Paving

Contract Amount: \$131,634.57

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

PURCHASE INFORMATION

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

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

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

of Submittals: N/A

Yes No

Met city requirements?

Met item or need requirements?

Was an evaluation team used?

Was scoring grid used?

Were vendor presentations requested?

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

Yes No

This is a change order in compliance with the contract documents.

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

Contract Price \$133,410.00

Change Order #1 - \$1,775.43

Final Contract \$131,634.57

Jason Kerr

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department



City of Bloomington, Indiana

Change Order Details

East 3rd Street Resurfacing from Mitchell to Eagleson

Description	Milling and resurfacing on East 3rd Street from Mitchell Street to Eagleson Avenue.
Prime Contractor	E & B Paving, INC 2520 W Industrial Park Dr Bloomington, IN 47404
Change Order	1
Status	Approved
Date Created	11/29/2023
Summary	Balancing Change Order for Final Payment
Change Order Description	Balancing Change Order for Final Payment
Awarded Project Amount	\$133,410.00
Authorized Project Amount	\$133,410.00
Change Order Amount	-\$1,775.43
Revised Project Amount	\$131,634.57

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0040	202-02278	LFT	\$52.000	19.000	\$988.00	-19.000	-\$988.00	0.000	\$0.00
CURB, CONCRETE, REMOVE									
Reason: Balancing Change Order									
0050	202-02279	LFT	\$52.000	30.000	\$1,560.00	3.000	\$156.00	33.000	\$1,716.00
CURB AND GUTTER, REMOVE									
Reason: Balancing Change Order									
0060	202-52710	SYS	\$65.000	54.000	\$3,510.00	29.000	\$1,885.00	83.000	\$5,395.00
SIDEWALK CONCRETE, REMOVE									
Reason: Balancing Change Order									
0070	205-06933	EACH	\$175.000	8.000	\$1,400.00	-8.000	-\$1,400.00	0.000	\$0.00
TEMPORARY INLET PROTECTION									
Reason: Balancing Change Order									
0090	306-08034	SYS	\$3.250	2,892.000	\$9,399.00	170.000	\$552.50	3,062.000	\$9,951.50
MILLING, ASPHALT, 1 1/2 IN.									

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

Reason: Balancing Change Order

0100	401-07321	TON	\$106.000	258.000	\$27,348.00	25.210	\$2,672.26	283.210	\$30,020.26
QC/QA-HMA, 2, 64, SURFACE, 9.5 mm									

Reason: Balancing Change Order

0110	401-10258	LFT	\$0.400	2,560.000	\$1,024.00	-1,591.000	-\$636.40	969.000	\$387.60
JOINT ADHESIVE, SURFACE									

Reason: Balancing Change Order

0120	406-05521	SYS	\$0.250	2,892.000	\$723.00	170.000	\$42.50	3,062.000	\$765.50
ASPHALT FOR TACK COAT									

Reason: Balancing Change Order

0130	604-06070	SYS	\$225.000	21.000	\$4,725.00	-4.000	-\$900.00	17.000	\$3,825.00
SIDEWALK, CONCRETE									

Reason: Balancing Change Order

0140	604-08086	SYS	\$285.000	48.000	\$13,680.00	-10.000	-\$2,850.00	38.000	\$10,830.00
CURB RAMP, CONCRETE									

Reason: Balancing Change Order

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0160	605-06120	LFT	\$90.000	19.000	\$1,710.00	-19.000	-\$1,710.00	0.000	\$0.00
CURB, CONCRETE									
Reason: Balancing Change Order									
0170	605-06140	LFT	\$90.000	30.000	\$2,700.00	2.000	\$180.00	32.000	\$2,880.00
CURB AND GUTTER, CONCRETE									
Reason: Balancing Change Order									
0180	605-06255	SYS	\$240.000	26.000	\$6,240.00	13.000	\$3,120.00	39.000	\$9,360.00
CENTER CURB, D CONCRETE									
Reason: Balancing Change Order									
0240	808-03439	LFT	\$8.760	387.000	\$3,390.12	-27.000	-\$236.52	360.000	\$3,153.60
TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.									
Reason: Balancing Change Order									
0250	808-06701	LFT	\$2.210	63.000	\$139.23	7.000	\$15.47	70.000	\$154.70
LINE, THERMOPLASTIC, BROKEN, WHITE, 4 IN.									
Reason: Balancing Change Order									
0260	808-06703	LFT	\$0.890	1,320.000	\$1,174.80	-170.000	-\$151.30	1,150.000	\$1,023.50
LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.									

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

Reason: Balancing Change Order

0280	808-11482	LFT	\$3.150	12.000	\$37.80	-12.000	-\$37.80	0.000	\$0.00
LINE, THERMOPLASTIC, DOTTED, WHITE, 4 IN.									

Reason: Balancing Change Order

0290	808-75260	LFT	\$4.380	52.000	\$227.76	-17.000	-\$74.46	35.000	\$153.30
TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, WHITE, 1 2 IN.									

Reason: Balancing Change Order

0300	808-75245	LFT	\$0.900	380.000	\$342.00	-126.000	-\$113.40	254.000	\$228.60
LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.									

Reason: Balancing Change Order

0320	808-75300	LFT	\$2.190	60.000	\$131.40	-12.000	-\$26.28	48.000	\$105.12
TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 6 IN.									

Reason: Balancing Change Order

0350	305-12395	SYS	\$75.000	17.000	\$1,275.00	-17.000	-\$1,275.00	0.000	\$0.00
PCC BASE 10.5 IN									

Reason: Balancing Change Order

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
21 items			Totals		\$81,725.11		-\$1,775.43		\$79,949.68

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

	<i>E&B PAVING LLC</i>	<i>Kyloox Deen</i>
	<i>K.A. Spenn</i>	
Engineer	<i>KENT A. SPENNER</i> Contractor	Board of Public Works
Title	<i>PROJECT MANAGER</i>	<i>PRESIDENT</i>
Date	<i>12-5-23</i>	<i>12/19/23</i>



Board of Public Works Staff Report

Project/Event: Balancing Change Order for E 3rd St Resurfacing
Oerhill to Mitchell

Petitioner/Representative: Engineering Department

Staff Representative: Jason Kerr

Date: December 1st 2023

Report: This Balancing Change Order is for the contract of resurfacing of E 3rd St between Oerhill Dr and Mitchell St. This included sidewalk and curbs as well as this work was performed on E 3rd St. This work is completed at this time. Approved amount was \$1,300,000. This proposed change order results in an addition of \$22,000,000 which will result in the final contract value of \$22,000,000.

City of Bloomington Contract and Purchase Justification Form

Vendor: E&B Paving

Contract Amount: \$722,095.90

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

PURCHASE INFORMATION

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

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

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

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

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

Contract Price \$715,435.00
 Change Order #1 + \$6,660.90

Final Contract \$722,095.90

Jason Kerr

Print/Type Name

Project Manager

Print/Type Title

Engineering

Department



City of Bloomington, Indiana

Change Order Details

East 3rd Street Resurfacing from Overhill to Mitchell

Description	Milling and repaving of East 3rd Street from Overhill to Mitchell.
Prime Contractor	E & B Paving, INC 2520 W Industrial Park Dr Bloomington, IN 47404
Change Order	1
Status	Approved
Date Created	11/30/2023
Summary	Balancing Change Order for Final Payment
Change Order Description	Balancing Change Order for Final Payment
Awarded Project Amount	\$715,435.00
Authorized Project Amount	\$715,435.00
Change Order Amount	\$6,660.90
Revised Project Amount	\$722,095.90

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0040	202-02278	LFT	\$52.000	390.000	\$20,280.00	14.000	\$728.00	404.000	\$21,008.00
CURB, CONCRETE, REMOVE									
Reason: Balancing Change Order									
0050	202-02279	LFT	\$52.000	160.000	\$8,320.00	39.000	\$2,028.00	199.000	\$10,348.00
CURB AND GUTTER, REMOVE									
Reason: Balancing Change Order									
0060	202-52710	SYS	\$65.000	305.000	\$19,825.00	56.500	\$3,672.50	361.500	\$23,497.50
SIDEWALK CONCRETE, REMOVE									
Reason: Balancing Change Order									
0070	205-06933	EACH	\$175.000	31.000	\$5,425.00	-31.000	-\$5,425.00	0.000	\$0.00
TEMPORARY INLET PROTECTION									
Reason: Balancing Change Order									
0080	301-12234	TON	\$200.000	49.000	\$9,800.00	-49.000	-\$9,800.00	0.000	\$0.00
COMPACTED AGGREGATE NO. 53									

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

Reason: Balancing Change Order

0090	305-12395	SYS	\$75.000	90.000	\$6,750.00	-17.210	-\$1,290.75	72.790	\$5,459.25
PCC BASE 10.5 IN									

Reason: Balancing Change Order

0100	306-08034	SYS	\$3.250	21,300.000	\$69,225.00	1,445.000	\$4,696.25	22,745.000	\$73,921.25
MILLING, ASPHALT, 1 1/2 IN.									

Reason: Balancing Change Order

0110	401-07321	TON	\$106.000	1,894.000	\$200,764.00	10.550	\$1,118.30	1,904.550	\$201,882.30
QC/QA-HMA, 2, 64, SURFACE, 9.5 mm									

Reason: Balancing Change Order

0120	401-10258	LFT	\$0.400	20,090.000	\$8,036.00	-10,233.000	-\$4,093.20	9,857.000	\$3,942.80
JOINT ADHESIVE, SURFACE									

Reason: Balancing Change Order

0130	406-05521	SYS	\$0.250	21,300.000	\$5,325.00	1,445.000	\$361.25	22,745.000	\$5,686.25
ASPHALT FOR TACK COAT									

Reason: Balancing Change Order

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0140	604-06070	SYS	\$225.000	55.000	\$12,375.00	21.220	\$4,774.50	76.220	\$17,149.50
SIDEWALK, CONCRETE									
Reason: Balancing Change Order									
0150	604-08086	SYS	\$285.000	280.000	\$79,800.00	24.220	\$6,902.70	304.220	\$86,702.70
CURB RAMP, CONCRETE									
Reason: Balancing Change Order									
0160	604-12083	SYS	\$560.000	43.000	\$24,080.00	-3.560	-\$1,993.60	39.440	\$22,086.40
DETECTABLE WARNING SURFACES									
Reason: Balancing Change Order									
0170	605-06120	LFT	\$90.000	390.000	\$35,100.00	35.000	\$3,150.00	425.000	\$38,250.00
CURB, CONCRETE									
Reason: Balancing Change Order									
0180	605-06140	LFT	\$90.000	160.000	\$14,400.00	30.000	\$2,700.00	190.000	\$17,100.00
CURB AND GUTTER, CONCRETE									
Reason: Balancing Change Order									
0190	605-06255	SYS	\$240.000	104.000	\$24,960.00	6.000	\$1,440.00	110.000	\$26,400.00
CENTER CURB, D CONCRETE									

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

Reason: Balancing Change Order

0250	808-02977	EACH	\$213.000	11.000	\$2,343.00	11.000	\$2,343.00	22.000	\$4,686.00
PAVEMENT MESSAGE MARKING, THERMOPLASTIC, BIKE SYMBOL									

Reason: Balancing Change Order

0260	808-03439	LFT	\$8.750	513.000	\$4,488.75	-18.000	-\$157.50	495.000	\$4,331.25
TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.									

Reason: Balancing Change Order

0270	808-06701	LFT	\$2.210	868.000	\$1,918.28	-8.000	-\$17.68	860.000	\$1,900.60
LINE, THERMOPLASTIC, BROKEN, WHITE, 4 IN.									

Reason: Balancing Change Order

0280	808-06703	LFT	\$0.890	3,540.000	\$3,150.60	196.000	\$174.44	3,736.000	\$3,325.04
LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.									

Reason: Balancing Change Order

0290	808-11478	LFT	\$6.290	62.000	\$389.98	7.000	\$44.03	69.000	\$434.01
LINE, THERMOPLASTIC, DOTTED, WHITE, 8 IN.									

Reason: Balancing Change Order

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0300	808-11482	LFT	\$3.150	150.000	\$472.50	-20.000	-\$63.00	130.000	\$409.50
LINE, THERMOPLASTIC, DOTTED, WHITE, 4 IN.									
Reason: Balancing Change Order									
0320	808-75043	LFT	\$2.190	1,560.000	\$3,416.40	-992.000	-\$2,172.48	568.000	\$1,243.92
LINE, THERMOPLASTIC, SOLID, WHITE, 6 IN.									
Reason: Balancing Change Order									
0330	808-75240	LFT	\$2.190	518.000	\$1,134.42	12.000	\$26.28	530.000	\$1,160.70
LINE, THERMOPLASTIC, BROKEN, YELLOW, 4 IN.									
Reason: Balancing Change Order									
0340	808-75260	LFT	\$4.380	130.000	\$569.40	13.000	\$56.94	143.000	\$626.34
TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, WHITE, 1 2 IN.									
Reason: Balancing Change Order									
0350	808-75245	LFT	\$0.900	6,350.000	\$5,715.00	-2,088.000	-\$1,879.20	4,262.000	\$3,835.80
LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.									
Reason: Balancing Change Order									
0360	808-75297	LFT	\$8.750	140.000	\$1,225.00	-4.000	-\$35.00	136.000	\$1,190.00
TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.									

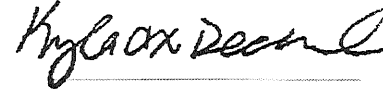
Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0370	808-75300	LFT	\$2.190	520.000	\$1,138.80	48.000	\$105.12	568.000	\$1,243.92
TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 6 IN.									
Reason: Balancing Change Order									
0390	808-75325	EACH	\$233.000	4.000	\$932.00	-1.000	-\$233.00	3.000	\$699.00
PAVEMENT MESSAGE MARKING, THERMOPLASTIC ONLY									
Reason: Balancing Change Order									
0410	808-95933	LFT	\$25.000	20.000	\$500.00	-20.000	-\$500.00	0.000	\$0.00
CURB, PAINTING, YELLOW									
Reason: Balancing Change Order									
30 items			Totals		\$571,859.13		\$6,660.90		\$578,520.03

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

EES PAVING LLC



KEITH A. SPENNER
Contractor



Board of Public Works

Engineer

PROJECT MANAGER

PRESIDENT

Title

Title

Title

12-5-23

12/19/23

Date

Date

Date



Board of Public Works Staff Report

Project/Event: Balancing Change Order for Country Club Drive Resurfacing
Petitioner/Representative: Engineering Department
Staff Representative: Jason Kerr
Date: December 1st 2023

Report: This Balancing Change Order is for the contract of resurfacing of Country Club Drive between Walnut Street and 100 feet east of Madison Street. This included sidewalk and curbs as well as this work was performed by E.P. Paving. This work is completed at this time. The approved amount was \$100,000. This proposed change order results in an addition of \$1,000 which will result in the final contract value of \$101,000.

City of Bloomington Contract and Purchase Justification Form

Vendor: E&B Paving

Contract Amount: \$105,724.51

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

PURCHASE INFORMATION

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

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

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

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

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

Contract Price \$97,970.00
Change Order #1 +\$7,754.51

Final Contract \$105,724.51

Jason Kerr

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department



City of Bloomington, Indiana

Change Order Details

West Country Club Drive Resurfacing

Description	Milling and resurfacing of West Country Club Drive from Walnut Street to 1097 feet east of Madison Street.
Prime Contractor	E & B Paving, INC 2520 W Industrial Park Dr Bloomington, IN 47404
Change Order	1
Status	Approved
Date Created	11/28/2023
Type	Other
Summary	Balancing Change Order for Final Payment
Change Order Description	Balancing Change Order for Final Payment
Awarded Project Amount	\$97,970.00
Authorized Project Amount	\$97,970.00
Change Order Amount	\$7,754.51
Revised Project Amount	\$105,724.51

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0040	202-02278	LFT	\$70.000	22.000	\$1,540.00	8.000	\$560.00	30.000	\$2,100.00
CURB, CONCRETE, REMOVE									
Reason: Balancing Change Order									
0050	202-02279	LFT	\$70.000	26.000	\$1,820.00	4.000	\$280.00	30.000	\$2,100.00
CURB AND GUTTER, REMOVE									
Reason: Balancing Change Order									
0060	202-52710	SYS	\$75.000	21.000	\$1,575.00	4.000	\$300.00	25.000	\$1,875.00
SIDEWALK CONCRETE, REMOVE									
Reason: Balancing Change Order									
0070	205-06933	EACH	\$175.000	5.000	\$875.00	-5.000	-\$875.00	0.000	\$0.00
TEMPORARY INLET PROTECTION									
Reason: Balancing Change Order									
0100	401-07321	TON	\$165.000	176.000	\$29,040.00	13.650	\$2,252.25	189.650	\$31,292.25
QC/QA-HMA, 2, 64, SURFACE, 9.5 mm									

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

Reason: Balancing Change Order

0110	401-10258	LFT	\$0.800	1,095.000	\$876.00	-1,095.000	-\$876.00	0.000	\$0.00
JOINT ADHESIVE, SURFACE									

Reason: Balancing Change Order

0160	605-06120	LFT	\$145.000	22.000	\$3,190.00	34.000	\$4,930.00	56.000	\$8,120.00
CURB, CONCRETE									

Reason: Balancing Change Order

0170	605-06140	LFT	\$145.000	26.000	\$3,770.00	8.000	\$1,160.00	34.000	\$4,930.00
CURB AND GUTTER, CONCRETE									

Reason: Balancing Change Order

0210	808-06703	LFT	\$0.890	860.000	\$765.40	14.000	\$12.46	874.000	\$777.86
LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.									

Reason: Balancing Change Order

0220	808-75245	LFT	\$0.900	900.000	\$810.00	12.000	\$10.80	912.000	\$820.80
LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.									

Reason: Balancing Change Order

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
10 items			Totals		\$44,261.40		\$7,754.51		\$52,015.91

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

EEB PAVING LLC

K.A. Spenner
 KETH A. SPENNER
 Contractor

KyLack Deane

Board of Public Works

Engineer

PROJECT MANAGER

PRESIDENT

Title

Title

Title

12-5-23

12/19/23

Date

Date

Date



Board of Public Works Staff Report

Project/Event: Balancing Change Order for Inslow and Resurfacing

Petitioner/Representative: Engineering Department

Staff Representative: Mason Kerr

Date: December 1st 2023

Report: This Balancing Change Order is for the project of resurfacing of Inslow and between Walnut St and Ellendale Dr. This included sidewalk and curbs as well as this work was performed by Milestone Contractors. This work is completed at this time. Approved amount was \$123,000. This is including a previous change order in the amount of \$22,110. This proposed change order results in an addition of \$33,000. This which will result in the final contract value of \$301,000.

City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contractors

Contract Amount: \$530,188.24

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

PURCHASE INFORMATION

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

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

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

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

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

Contract Price	\$474,712.00
Change Order #1	+\$22,411.99
Change Order #2	+\$33,064.25
Final Contract	\$530,188.24

Jason Kerr

Print/Type Name

Project Manager

Print/Type Title

Engineering

Department



City of Bloomington, Indiana

Change Order Details

Winslow Road Resurfacing Project

Description	Milling and resurfacing of Winslow Road from Walnut Street to Allendale Drive.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	3
Status	Approved
Date Created	11/28/2023
Summary	Balancing Change Order for Final Payment
Change Order Description	Balancing Change Order for Final Payment
Awarded Project Amount	\$474,712.00
Authorized Project Amount	\$497,123.99
Change Order Amount	\$33,064.25
Revised Project Amount	\$530,188.24

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0040	202-02278	LFT	\$125.000	20.000	\$2,500.00	-1.000	-\$125.00	19.000	\$2,375.00
CURB, CONCRETE, REMOVE									
Reason: Balancing Change Order									
0050	202-02279	LFT	\$35.000	375.000	\$13,125.00	49.000	\$1,715.00	424.000	\$14,840.00
CURB AND GUTTER, REMOVE									
Reason: Balancing Change Order									
0060	202-52710	SYS	\$45.000	300.000	\$13,500.00	-47.790	-\$2,150.55	252.210	\$11,349.45
SIDEWALK CONCRETE, REMOVE									
Reason: Balancing Change Order									
0070	205-06933	EACH	\$200.000	25.000	\$5,000.00	-25.000	-\$5,000.00	0.000	\$0.00
TEMPORARY INLET PROTECTION									
Reason: Balancing Change Order									
0080	211-02050	CYS	\$115.000	75.000	\$8,625.00	-55.000	-\$6,325.00	20.000	\$2,300.00
B BORROW									

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

Reason: Balancing Change Order

0090	301-12234	TON	\$175.000	52.000	\$9,100.00	-12.000	-\$2,100.00	40.000	\$7,000.00
COMPACTED AGGREGATE NO. 53									

Reason: Balancing Change Order

0100	306-08034	SYS	\$3.000	16,400.000	\$49,200.00	421.000	\$1,263.00	16,821.000	\$50,463.00
MILLING, ASPHALT, 1 1/2 IN.									

Reason: Balancing Change Order

0110	401-07321	TON	\$105.000	1,450.000	\$152,250.00	435.730	\$45,751.65	1,885.730	\$198,001.65
QC/QA-HMA, 2, 64, SURFACE, 9.5 mm									

Reason: Balancing Change Order

0120	401-10258	LFT	\$0.250	17,000.000	\$4,250.00	-17,000.000	-\$4,250.00	0.000	\$0.00
JOINT ADHESIVE, SURFACE									

Reason: Balancing Change Order

0130	406-05521	SYS	\$0.250	16,400.000	\$4,100.00	421.000	\$105.25	16,821.000	\$4,205.25
ASPHALT FOR TACK COAT									

Reason: Balancing Change Order

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0140	604-06070	SYS	\$55.000	245.000	\$13,475.00	-10.400	-\$572.00	234.600	\$12,903.00
SIDEWALK, CONCRETE									
Reason: Balancing Change Order									
0150	604-08086	SYS	\$135.000	130.000	\$17,550.00	-2.340	-\$315.90	127.660	\$17,234.10
CURB RAMP, CONCRETE									
Reason: Balancing Change Order									
0160	604-12083	SYS	\$515.000	21.000	\$10,815.00	-0.510	-\$262.65	20.490	\$10,552.35
DETECTABLE WARNING SURFACES									
Reason: Balancing Change Order									
0170	605-06120	LFT	\$95.000	40.000	\$3,800.00	21.000	\$1,995.00	61.000	\$5,795.00
CURB, CONCRETE									
Reason: Balancing Change Order									
0180	605-06140	LFT	\$55.000	385.000	\$21,175.00	50.000	\$2,750.00	435.000	\$23,925.00
CURB AND GUTTER, CONCRETE									
Reason: Balancing Change Order									
0200	621-06560	SYS	\$5.000	550.000	\$2,750.00	29.000	\$145.00	579.000	\$2,895.00
MULCHED SEEDING U									

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

Reason: Balancing Change Order

0290	808-03439	LFT	\$15.000	860.000	\$12,900.00	-58.000	-\$870.00	802.000	\$12,030.00
TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.									

Reason: Balancing Change Order

0300	808-75278	LFT	\$8.550	265.000	\$2,265.75	-42.000	-\$359.10	223.000	\$1,906.65
TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, YELLOW, 12 IN.									

Reason: Balancing Change Order

0310	808-06703	LFT	\$1.250	5,850.000	\$7,312.50	-510.000	-\$637.50	5,340.000	\$6,675.00
LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.									

Reason: Balancing Change Order

0320	808-75245	LFT	\$1.250	9,100.000	\$11,375.00	-172.000	-\$215.00	8,928.000	\$11,160.00
LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.									



Reason: Balancing Change Order

0330	808-75297	LFT	\$15.000	125.000	\$1,875.00	7.000	\$105.00	132.000	\$1,980.00
TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.									

Reason: Balancing Change Order

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0340	808-75300	LFT	\$3.550	125.000	\$443.75	-8.000	-\$28.40	117.000	\$415.35
TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 6 IN.									
Reason: Balancing Change Order									
0370	305-12695	SYS	\$105.000	130.000	\$13,650.00	23.290	\$2,445.45	153.290	\$16,095.45
LEAN CONCRETE BASE, 9 IN.									
Reason: Balancing Change Order									
23 items			Totals		\$381,037.00		\$33,064.25		\$414,101.25

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

_____	_____	
Engineer	Contractor	Board of Public Works
_____		<u>PRESIDENT</u>
Title		Title
_____	_____	<u>12/19/2023</u>
Date	Date	Date



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 _____ day of _____, 20__, 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.

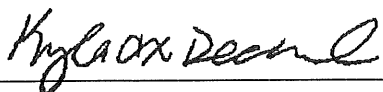
Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

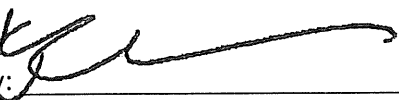
This Agreement may be modified only by a written amendment signed by both parties hereto.


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 _____)

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 _____)

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

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____ Commission Number: _____

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20_____.

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

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____ Commission Number: _____



Board of Public Works

Staff Report

Project/Event: Approve Addendum 2 to Preliminary Engineering Contract with WSP USA for Neighborhood Greenway Projects

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 12/19/2023

Report: This contract contains services to complete preliminary engineering tasks for multiple Phase 1 neighborhood greenway projects as prioritized in the City’s Transportation Plan. WSP USA is currently under contract for work on the following greenway projects: Weatherstone (Hawthorne to Hillside), Hawthorne (Weatherstone to 3rd), Sheridan/Southdowns (Woodlawn to Jordan), Southdowns/Ruby/Nancy (Jordan to High), and Covenanter (High to College Mall).

This contract is set up with an overall not-to-exceed amount of \$400,000 with individual design efforts divided into Task Orders that require individual fee amounts and approvals. This addendum will update the overall contract by extending the contract expiration date. Task Order 1 was part of the original contract approval and included the planning, public input, and conceptual design efforts with a not-to-exceed amount of \$153,835. This addendum will update Task Order 1 by extending the contract expiration date and updating the hourly billing rates for the extended timeframe. Task Order 2, which was approved as the first contract addendum, includes services to complete detailed design for the Hawthorne and Weatherstone neighborhood greenways. Compensation for Task Order 2 was set at a not-to-exceed amount of \$143,847. This addendum will update Task Order 2 by updating the hourly billing rates for the extended timeframe and expanding the scope to include design tasks for the intersection of Hillside Drive at Weatherstone Lane. The not-to-exceed contract amount for Task Order 2 will increase by \$24,989 for a new total of \$168,836. The overall contract amount does not change with approval of this addendum. Additional future Task Orders for other design tasks will come to the Board for approval.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
Design Services Contract	Current Item	12/19/2023*
Task Order 1	Current Item	12/19/2023*
Task Order 2	Current Item	12/19/2023**
Task Order 3	Future	TBD
Construction Inspection Contract	N/A	--
Construction Contract	Future	TBD

*Originally approved 12/22/2020

**Originally approved 8/30/2022

City of Bloomington Contract and Purchase Justification Form

Vendor: WSP USA

Contract Amount: \$400,000

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. Yes No

# of Submittals: 2	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:

WSP was selected for this contract based on an evaluation of their response to an RFQ.

Neil Kopper

Senior Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department


**ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES
FOR THE BLOOMINGTON NEIGHBORHOOD GREENWAYS
WITH WSP USA INC.**

This Addendum supplements the Agreement for Consulting Services with WSP USA Inc. ("Agreement") for the Bloomington Neighborhood Greenways Project which was entered into on December 28, 2020, as follows:

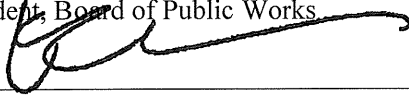
1. See **Exhibit C Estimated Project Schedule**: Exhibit C of the Agreement provides a contract expiration date of December 31, 2023. Exhibit C is hereby amended to for a time extension with a new contract completion date of December 31, 2025.
2. In all other aspects, the Agreement shall remain in effect as originally written.

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

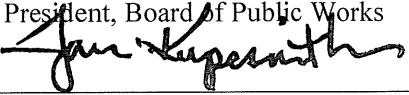
OWNER



Kyla Cox Beckard
President, Board of Public Works



Elizabeth Karon
Vice President, Board of Public Works



Jane Kupersmith
Secretary, Board of Public Works

Date: 12/19/23

CONSULTANT

Kelli McNamara
Vice President, Local Business Leader

Date: _____

Beth Cate
Corporation Counsel, Office of the Mayor

Date: _____

Addendum
 Exhibit A - Rate Schedule
 Pre-Design Services

P-Grade	Classification	Hourly Rate	Contract Rate
P-07	ASSISTANT CONSULTANT, CIVIL ENGINEER	\$ 31.61	\$ 92.71
P-07	ASSISTANT CONSULTANT, TRAFFIC ENGINEER	\$ 32.46	\$ 95.20
P-08	ASSOCIATE CONSULTANT, CIVIL ENGINEER	\$ 34.61	\$ 101.53
P-08	ASSOCIATE CONSULTANT, GRAPHIC DESIGN	\$ 33.33	\$ 97.77
P-08	ASSOCIATE CONSULTANT, PROJECT ACCOUNTING	\$ 39.72	\$ 116.51
P-08	ASSOCIATE CONSULTANT, PROJECT CONTROLS	\$ 31.25	\$ 91.66
P-08	ASSOCIATE CONSULTANT, SCHEDULER	\$ 28.85	\$ 84.62
P-08	ASSOCIATE CONSULTANT, TRAFFIC ENGINEER	\$ 34.55	\$ 101.36
P-09	CONSULTANT, CIVIL ENGINEER	\$ 40.11	\$ 117.66
P-09	CONSULTANT, COMMUNICATION AND PUBLIC INVOLVEMENT	\$ 39.92	\$ 117.10
P-09	CONSULTANT, COMMUNICATIONS	\$ 41.98	\$ 123.14
P-09	CONSULTANT, DOCUMENT CONTROL	\$ 32.02	\$ 93.92
P-09	CONSULTANT, INFRASTRUCTURE AND OPERATIONS	\$ 40.73	\$ 119.47
P-09	CONSULTANT, PROJECT ACCOUNTING	\$ 37.03	\$ 108.60
P-09	CONSULTANT, PROJECT CONTROLS	\$ 40.73	\$ 119.47
P-09	CONSULTANT, TRAFFIC ENGINEER	\$ 40.11	\$ 117.64
P-09	CONSULTANT, TRANSPORTATION PLANNER	\$ 38.45	\$ 112.78
T-06	COORDINATOR, TECHNICIAN	\$ 20.15	\$ 59.11
P-13	DIRECTOR, AREA LEADER	\$ 86.30	\$ 253.13
P-13	DIRECTOR, CIVIL ENGINEER	\$ 82.84	\$ 243.00
P-13	DIRECTOR, COMMUNICATION AND PUBLIC INVOLVEMENT	\$ 77.87	\$ 228.41
X-13	DIRECTOR, PROJECT ACCOUNTING	\$ 64.65	\$ 189.64
P-13	DIRECTOR, PROJECT CONTROLS	\$ 96.16	\$ 282.06
X-13	DIRECTOR, QUALITY ASSURANCE	\$ 64.70	\$ 189.78
P-13	DIRECTOR, TRAFFIC ENGINEER	\$ 75.97	\$ 222.83
P-13	DIRECTOR, TRANSPORTATION PLANNER	\$ 84.35	\$ 247.43
T-05	INTERN	\$ 20.00	\$ 58.67
P-11	LEAD CONSULTANT, CIVIL ENGINEER	\$ 55.61	\$ 163.12
P-11	LEAD CONSULTANT, PROJECT CONTROLS	\$ 63.43	\$ 186.06
P-11	LEAD CONSULTANT, TRAFFIC ENGINEER	\$ 51.70	\$ 151.64
P-11	LEAD CONSULTANT, TRANSPORTATION PLANNER	\$ 54.80	\$ 160.74
T-10	LEAD DESIGN SUPPORT SPECIALIST	\$ 49.80	\$ 146.08
T-10	LEAD GIS ANALYST	\$ 45.40	\$ 133.17
T-10	LEAD TECHNICAL ENGINEERING SUPPORT SPECIALIST	\$ 48.21	\$ 141.41
T-10	LEAD TECHNICIAN	\$ 56.51	\$ 165.76
P-11	MANAGER, DESIGN SUPPORT	\$ 52.81	\$ 154.91
P-11	MANAGER, PROJECT ACCOUNTING	\$ 56.94	\$ 167.01
P-14	MANAGING DIRECTOR, AREA LEADER	\$ 108.14	\$ 317.21
P-14	MANAGING DIRECTOR, CIVIL ENGINEER	\$ 101.41	\$ 297.45
P-14	MANAGING DIRECTOR, TRANSPORTATION PLANNER	\$ 111.29	\$ 326.44
T-08	SPECIALIST, DESIGN SUPPORT	\$ 39.78	\$ 116.69
T-08	SPECIALIST, TECHNICAL ENGINEERING SUPPORT	\$ 34.26	\$ 100.49
T-08	SPECIALIST, TECHNICIAN	\$ 30.00	\$ 88.00
P-10	SR. CONSULTANT, CIVIL ENGINEER	\$ 49.27	\$ 144.51
P-10	SR. CONSULTANT, COMMUNICATION AND PUBLIC INVOLVEMENT	\$ 41.83	\$ 122.70
P-10	SR. CONSULTANT, PROJECT ACCOUNTING	\$ 46.57	\$ 136.59
P-10	SR. CONSULTANT, TRAFFIC ENGINEER	\$ 46.85	\$ 137.42
P-10	SR. CONSULTANT, TRANSPORTATION PLANNER	\$ 42.98	\$ 126.08
T-07	SR. COORDINATOR, DESIGN SUPPORT	\$ 31.50	\$ 92.40
T-07	SR. COORDINATOR, TECHNICAL ENGINEERING SUPPORT	\$ 29.66	\$ 87.00
T-07	SR. COORDINATOR, TECHNICIAN	\$ 31.18	\$ 91.46
T-09	SR. DESIGN SUPPORT SPECIALIST	\$ 39.70	\$ 116.45
T-06	SR. INTERN	\$ 20.83	\$ 61.11
P-12	SR. LEAD CONSULTANT, CIVIL ENGINEER	\$ 64.86	\$ 190.26
P-12	SR. LEAD CONSULTANT, TRAFFIC ENGINEER	\$ 64.88	\$ 190.31
P-12	SR. LEAD CONSULTANT, TRANSPORTATION PLANNER	\$ 70.79	\$ 207.65
T-11	SR. LEAD TECHNICIAN	\$ 55.10	\$ 161.62
X-12	SR. MANAGER, PROJECT ACCOUNTING	\$ 59.13	\$ 173.44
T-09	SR. TECHNICAL ENGINEERING SUPPORT SPECIALIST	\$ 39.96	\$ 117.21
T-09	SR. TECHNICIAN	\$ 44.83	\$ 131.50
T-05	TECHNICAL ENGINEERING SUPPORT ASSISTANT	\$ 23.10	\$ 67.76
T-05	TECHNICIAN ASSISTANT	\$ 17.31	\$ 50.78

Addendum
□□□IT □- SC□□DUL□
Pre-Design Services

Work by Consultant shall be completed by December 31, 2025, unless agreed to in writing by Client. Specific milestone dates will be coordinated with the Client based on the date of Notice to Proceed.

**ADDENDUM TO TASK ORDER NO. 1
FOR THE BLOOMINGTON NEIGHBORHOOD GREENWAYS TASK-ORDER BASED
PROFESSIONAL SERVICES AGREEMENT
WITH WSP USA INC.**

This Addendum supplements the Task Order No. 1 of the Agreement for Consulting Services with WSP USA Inc. ("Agreement") for the Bloomington Neighborhood Greenways Project, as follows:

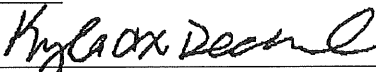
1. **See Exhibit 2A Rate Schedule**: Exhibit 2A of the Task Order provides a rate schedule by classification. Exhibit 2A is hereby amended to update the contract rates.

2. **See Exhibit 3 Schedule**: Exhibit 3 of the Task Order provides a contract expiration date of December 31, 2022. Exhibit 3 is hereby amended to for a time extension with a new contract completion date of December 31, 2025.

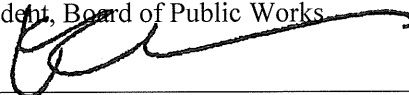
3. In all other aspects, the Task Order Agreement shall remain in effect as originally written.

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


OWNER



Kyla Cox Deckard
President, Board of Public Works



Elizabeth Karon
Vice President, Board of Public Works



Jane Kupersmith
Secretary, Board of Public Works

Date: 12/19/23

Beth Cate
Corporation Counsel, Office of the Mayor

Date: _____

CONSULTANT

Kelli McNamara
Vice President, Local Business Leader

Date: _____

Addendum
 Exhibit A - Rate Schedule
Hawthorne Drive and Weatherstone Lane Designs

P-Grade	Classification	Hourly Rate	Contract Rate
P-07	ASSISTANT CONSULTANT, CIVIL ENGINEER	\$ 34.88	\$ 94.09
P-07	ASSISTANT CONSULTANT, ENVIRONMENTAL ENGINEER	\$ 30.21	\$ 81.48
P-07	ASSISTANT CONSULTANT, PROJECT CONTROLS	\$ 35.10	\$ 94.68
P-07	ASSISTANT CONSULTANT, STRUCTURAL ENGINEER	\$ 34.14	\$ 92.08
P-07	ASSISTANT CONSULTANT, TRAFFIC ENGINEER	\$ 32.45	\$ 87.53
P-07	ASSISTANT CONSULTANT, WATER RESOURCES ENGINEER	\$ 33.90	\$ 91.44
P-08	ASSOCIATE CONSULTANT, CIVIL ENGINEER	\$ 38.14	\$ 102.88
P-08	ASSOCIATE CONSULTANT, ENVIRONMENTAL ENGINEER	\$ 35.78	\$ 96.50
P-08	ASSOCIATE CONSULTANT, GRAPHIC DESIGN	\$ 35.28	\$ 95.16
P-08	ASSOCIATE CONSULTANT, PROJECT ACCOUNTING	\$ 37.37	\$ 100.80
P-08	ASSOCIATE CONSULTANT, PROJECT CONTROLS	\$ 36.30	\$ 97.92
P-08	ASSOCIATE CONSULTANT, STRUCTURAL ENGINEER	\$ 38.13	\$ 102.84
P-08	ASSOCIATE CONSULTANT, TRAFFIC ENGINEER	\$ 36.66	\$ 98.89
P-08	ASSOCIATE CONSULTANT, TRANSPORTATION PLANNER	\$ 35.63	\$ 96.11
P-08	ASSOCIATE CONSULTANT, WATER RESOURCES ENGINEER	\$ 41.35	\$ 111.54
P-09	CONSULTANT, CIVIL ENGINEER	\$ 43.55	\$ 117.46
P-09	CONSULTANT, ENVIRONMENTAL ENGINEER	\$ 43.28	\$ 116.73
P-09	CONSULTANT, GRAPHIC DESIGN	\$ 40.78	\$ 110.00
P-09	CONSULTANT, LAND/URBAN PLANNER	\$ 35.53	\$ 95.84
X-09	CONSULTANT, PROJECT ACCOUNTING	\$ 40.31	\$ 108.74
P-09	CONSULTANT, PROJECT CONTROLS	\$ 43.01	\$ 116.02
P-09	CONSULTANT, STRUCTURAL ENGINEER	\$ 42.19	\$ 113.79
P-09	CONSULTANT, TRAFFIC ENGINEER	\$ 41.82	\$ 112.79
P-09	CONSULTANT, TRANSPORTATION PLANNER	\$ 41.37	\$ 111.59
T-06	COORDINATOR, TECHNICAL ENGINEERING SUPPORT	\$ 27.66	\$ 74.62
T-06	COORDINATOR, TECHNICIAN	\$ 27.63	\$ 74.53
X-13	DIRECTOR, CIVIL ENGINEER	\$ 91.55	\$ 246.94
X-13	DIRECTOR, INFRASTRUCTURE AND OPERATIONS	\$ 85.00	\$ 229.28
X-13	DIRECTOR, LOCAL BUSINESS LEADER	\$ 98.70	\$ 266.23
X-13	DIRECTOR, TRAFFIC ENGINEER	\$ 88.22	\$ 237.97
T-05	INTERN	\$ 20.71	\$ 55.87
X-11	LEAD CONSULTANT, CIVIL ENGINEER	\$ 65.06	\$ 175.50
X-11	LEAD CONSULTANT, TRAFFIC ENGINEER	\$ 60.02	\$ 161.88
T-10	LEAD TECHNICAL ENGINEERING SUPPORT SPECIALIST	\$ 52.87	\$ 142.61
T-10	LEAD TECHNICIAN	\$ 60.84	\$ 164.11
X-11	MANAGER, CONTRACTS	\$ 58.86	\$ 158.76
X-11	MANAGER, DESIGN SUPPORT	\$ 62.46	\$ 168.48
X-11	MANAGER, PROJECT ACCOUNTING	\$ 55.07	\$ 148.54
T-08	SPECIALIST, DESIGN SUPPORT	\$ 41.19	\$ 111.11
T-08	SPECIALIST, TECHNICAL ENGINEERING SUPPORT	\$ 40.45	\$ 109.11
T-08	SPECIALIST, TECHNICIAN	\$ 63.36	\$ 170.91
P-10	SR. CONSULTANT, CIVIL ENGINEER	\$ 50.54	\$ 136.33
P-10	SR. CONSULTANT, GRAPHIC DESIGN	\$ 54.72	\$ 147.60
X-10	SR. CONSULTANT, PROJECT ACCOUNTING	\$ 46.56	\$ 125.59
P-10	SR. CONSULTANT, TRAFFIC ENGINEER	\$ 51.54	\$ 139.03
T-09	SR. DESIGN SUPPORT SPECIALIST	\$ 47.73	\$ 128.75
T-06	SR. INTERN	\$ 23.01	\$ 62.05
X-12	SR. LEAD CONSULTANT, CIVIL ENGINEER	\$ 75.15	\$ 202.71
X-12	SR. LEAD CONSULTANT, TRAFFIC ENGINEER	\$ 68.51	\$ 184.81
X-12	SR. LEAD CONSULTANT, TRANSPORTATION PLANNER	\$ 73.42	\$ 198.04
T-11	SR. LEAD TECHNICIAN	\$ 59.60	\$ 160.77
T-11	SR. MANAGER, ACCOUNTING	\$ 63.24	\$ 170.58
X-12	SR. MANAGER, CONTRACTS	\$ 73.15	\$ 197.32
X-12	SR. MANAGER, PROJECT ACCOUNTING	\$ 60.23	\$ 162.45
T-09	SR. TECHNICAL ENGINEERING SUPPORT SPECIALIST	\$ 49.69	\$ 134.02
T-09	SR. TECHNICIAN	\$ 49.40	\$ 133.26
T-05	TECHNICAL ENGINEERING SUPPORT ASSISTANT	\$ 24.51	\$ 66.11
T-05	TECHNICIAN ASSISTANT	\$ 21.63	\$ 58.34



Bloomington Neighborhood Greenways

WSP PROJECT NO.: 30900699

DES. NO.: TBD

DESCRIPTION: Task 2 - Hawthorne & Weatherstone Designs -
 Supplement #1

Client: City of Bloomington

			Proposed Fees	
TASKS	Description	Contract Type	WSP USA	Subtotal
Section 1	Project Management & Meetings	Negotiated Labor Rate	\$6,945	\$6,945
Section 2	Design	Negotiated Labor Rate	\$18,044	\$18,044
Subtotal			\$24,989	\$24,989

GRAND TOTAL \$24,989



Addendum

hibit A - ee rea down

Hawthorne Drive and Weatherstone Lane Designs

Project Management & Meetings

PROJECT NO.: 30900699

DES. NO.: TBD

DESCRIPTION: Task 2 - Hawthorne & Weatherstone Designs - Supplement #1

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	X-14	X-14	X-13	X-12	X-11	X-11	P-09	P-08	P-07	X-10	X-11	T-10	T-06		
	SR. DIRECTOR, LOCAL BUSINESS LEADER	SR. DIRECTOR, CIVIL ENGINEER	DIRECTOR, CIVIL ENGINEER	SR. LEAD CONSULTANT, CIVIL ENGINEER	LEAD CONSULTANT, CIVIL ENGINEER	LEAD CONSULTANT, TRAFFIC ENGINEER	CONSULTANT, CIVIL ENGINEER	ASSOCIATE CONSULTANT, CIVIL ENGINEER	ASSISTANT CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, PROJECT ACCOUNTING	MANAGER, CONTRACTS	LEAD TECHNICIAN	SR. INTERN		
Overhead Classification	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO		
Ongoing Management (14 additional months)					7.00						7.00			14.00	\$2,107.63
Client Meetings (4)					4.00	4.00								8.00	\$1,349.52
Hillside Public Meeting Exhibits					6.00	4.00								10.00	\$1,700.51
Commission Meeting Prep & Attendance					8.00	2.00								10.00	\$1,727.74
SUBTOTAL:													42	\$6,886.00	
TOTAL - HOURS:	0.00	0.00	0.00	0.00	25.00	10.00	0.00	0.00	0.00	7.00	0.00	0.00	0.00	42	
SALARY PER HOUR	\$302.97	\$290.00	\$246.94	\$202.71	\$175.50	\$161.88	\$117.46	\$102.88	\$94.09	\$125.59	\$158.76	\$164.11	\$62.05		
DIRECT SALARY COSTS:	\$0.00	\$0.00	\$0.00	\$0.00	\$4,387.39	\$1,618.85	\$0.00	\$0.00	\$0.00	\$879.16	\$0.00	\$0.00	\$0.00		\$6,886.00
DIRECT EXPENSES															
Mileage	1.00				Trips x	120	Mi./Trip x	\$0.490							\$58.80
															\$0.00
DIRECT EXPENSES:														\$59.00	
TOTAL COSTS (Direct Labor Costs + Expenses):														\$6,945.00	



Addendum

□hibit □A - □ee □rea□down

Hawthorne Drive and Weatherstone Lane Designs

Design

PROJECT NO.: 30900699

DES. NO.: TBD

DESCRIPTION: Task 2 - Hawthorne & Weatherstone Designs - Supplement #1

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	X-14	X-14	X-13	X-11	X-11	P-10	P-10	P-09	P-09	X-10	T-11	T-10	T-06		
	SR. DIRECTOR, LOCAL BUSINESS LEADER	SR. DIRECTOR, OPERATIONS	DIRECTOR, COMMUNICATION AND PUBLIC INVOLVEMENT	LEAD CONSULTANT, CIVIL ENGINEER	LEAD CONSULTANT, TRAFFIC ENGINEER	SR. CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, TRAFFIC ENGINEER	CONSULTANT, TRAFFIC ENGINEER	CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, PROJECT ACCOUNTING	SR. LEAD TECHNICIAN	LEAD TECHNICAL ENGINEERING SUPPORT SPECIALIST	SR. INTERN		
Overhead Classification	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO		
Hillside Intersection Design (New)															
Road Design				24.00		44.00								68.00	\$10,210.29
Curb Ramp Design				8.00		16.00								24.00	\$3,585.20
Utility Coordination						4.00								4.00	\$545.31
Traffic Design					12.00		8.00							20.00	\$3,054.87
Traffic Vendor Coordination					4.00									4.00	\$647.54
SUBTOTAL:													120	\$18,044.00	
TOTAL - HOURS:	0.00	0.00	0.00	32.00	16.00	64.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	120	
SALARY PER HOUR	\$302.97	\$400.71	\$221.78	\$175.50	\$161.88	\$136.33	\$139.03	\$112.79	\$117.46	\$125.59	\$160.77	\$142.61	\$62.05		
DIRECT SALARY COSTS:	\$0.00	\$0.00	\$0.00	\$5,615.86	\$2,590.16	\$8,724.93	\$1,112.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$18,044.00
DIRECT EXPENSES:														\$0.00	
TOTAL COSTS (Direct Labor Costs + Expenses):														\$18,044.00	

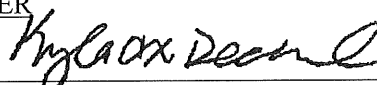
**ADDENDUM TO TASK ORDER NO. 2
FOR THE BLOOMINGTON NEIGHBORHOOD GREENWAYS TASK-ORDER BASED
PROFESSIONAL SERVICES AGREEMENT
WITH WSP USA INC.**

This Addendum supplements the Task Order No. 2 of the Agreement for Consulting Services with WSP USA Inc. ("Agreement") for the Bloomington Neighborhood Greenways Project, as follows:

1. **See Scope of Engineering Services**: Exhibit 1 of the Task Order describes the tasks to be provided by WSP USA Inc., during this Project. Exhibit 1 is hereby amended to include the following additional tasks: curb ramp and approach design at the intersection of Hillside Drive & Weatherstone Lane; signs and pavement markings for the intersection; the design of rectangular rapid flashing beacons for the crosswalks at the intersection; traffic vendor coordination; and additional utility coordination and project management and meetings.
2. **See Article 2. Compensation and Exhibit 2B Fee Breakdown**: The City shall pay WSP USA Inc., an amount not to exceed \$24,989.00 for the additional Engineering Services. The not to exceed amount for the entire project shall be \$168,836.00.
3. **See Exhibit 2A Rate Schedule**: Exhibit 2A of the Task Order provides a rate schedule by classification. Exhibit 2A is hereby amended to update the contract rates.
4. In all other aspects, the Task Order Agreement shall remain in effect as originally written.

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

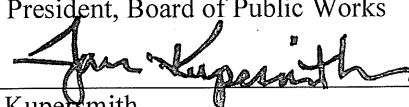
OWNER



Kyla Cox Deckard
President, Board of Public Works



Elizabeth Karon
Vice President, Board of Public Works



Jane Kupersmith
Secretary, Board of Public Works

Date: 12/19/23

Beth Cate
Corporation Counsel, Office of the Mayor

Date: _____

CONSULTANT

Kelli McNamara
Vice President, Local Business Leader

Date: _____

EXHIBIT C – ADDENDUM
ESTIMATED PROJECT SCHEDULE

All work by Consultant shall be completed by December 31, 2025.



Board of Public Works Staff Report

Project/Event: Approval of Amendment 2 to Preliminary Engineering Contract with Eagle Ridge Civil Engineering Services, LLC for Neighborhood Greenway Projects

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 12/19/2023


Report: This contract contains services to complete preliminary engineering tasks for multiple Phase 1 neighborhood greenway projects as prioritized in the City's Transportation Plan. Eagle Ridge is currently under contract with a total not-to-exceed amount of \$342,845.

This amendment adds services to complete topographic survey and design for rain gardens on the Morningside (Smith to 3rd) Neighborhood Greenway Project. The total contract amount increases by \$5,000 for a new total not-to-exceed amount of \$347,845.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
Design Services Contract*	Current Item	12/19/2023
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	Future, Multiple	TBD

*Original Design Contract approved 12/8/2020. Amendment 1 approved 12/20/2022.

City of Bloomington Contract and Purchase Justification Form

Vendor: Eagle Ridge Civil Engineering, 

Contract Amount: \$347,845

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. Yes No

# of Submittals: 2	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:

Eagle Ridge was selected for this contract based on an evaluation of their response to an RFQ.

Neil Kopper

Senior Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

**ADDENDUM 2 TO AGREEMENT FOR CONSULTING SERVICES
FOR NEIGHBORHOOD GREENWAYS PROJECT
WITH ETICA GROUP, INC. (SUCCESSOR TO EAGLE RIDGE
CIVIL ENGINEERING SERVICES, LLC)**

This Addendum supplements the Agreement for Consulting Services with Eagle Ridge Civil Engineering Services, LLC (“Agreement”) for the Neighborhood Greenways Project which was entered into on December 8, 2020, as follows:

1. **Scope of Engineering Services:** Exhibit A of the Agreement describes the tasks to be provided by Etica Group, Inc. (successor to Eagle Ridge Civil Engineering Services, LLC), during this Project. Exhibit A is hereby amended to include the following: Add services to complete topographic survey and plan preparation for raingardens on the Morningside Greenway.
2. **Article 4. Compensation** and **Exhibit B Compensation:** The City shall pay Etica Group, Inc. an amount not to exceed \$5,000.00 for the additional services. The not to exceed amount for the entire project shall be \$347,845.
3. In all other aspects, the Agreement shall remain in effect as originally written.

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

OWNER

CONSULTANT

Kyla Cox Deckard
President, Board of Public Works

Jessica Nickloy
President / CEO

Elizabeth Karon
Vice President, Board of Public Works

Date: _____

Jane Kupersmith
Secretary, Board of Public Works

Date: _____

Beth Cate
Corporation Counsel, Office of the Mayor

Date: _____



Board of Public Works Staff Report

Project/Event:	Declaration of Obsolete Office Supplies as Surplus Property
Petitioner/Representative:	Housing and Neighborhood Development (HAND)
Staff Representative:	Anna Hanson
Meeting Date:	December 19, 2023

HAND has a large amount of various office supplies that are obsolete and of no use to the City. The Board of Public Works can declare the office supplies to be surplus property and authorize their disposal by transfer or donation. HAND would like the Board to declare the office supplies as surplus property and allow for disposal.

**BOARD OF PUBLIC WORKS
RESOLUTION 2023-83**

**TO DISPOSE OF SURPLUS PERSONAL PROPERTY
OWNED BY THE CITY OF BLOOMINGTON**

WHEREAS, the Housing and Neighborhood Development Department (HAND) of the City of Bloomington has a large amount of office supplies.

WHEREAS, HAND wishes to dispose of surplus personal property; and

WHEREAS, pursuant to Indiana Code § 5-22-22-6, the City of Bloomington Board of Public Works (hereinafter “Board of Public Works”) may determine this equipment to be surplus property and may conduct a private sale or transfer the property without advertising, as there is more than one (1) item, and the value of this inoperable and/or outdated equipment is less than five thousand dollars (\$5,000); and

WHEREAS, HAND has assessed the value of this equipment to be less than five thousand dollars (\$5,000); and

WHEREAS, pursuant to Indiana Code § 5-22-22-8, the Board of Public Works is also authorized to consider this equipment worthless, if the value of the equipment is less than the estimated cost of the sale and transportation of the equipment; and

WHEREAS, HAND believes the cost of organizing and conducting a sale exceeds the value of the equipment; and

WHEREAS, HAND wishes to dispose of the office supplies.

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

1. The office supplies are hereby declared to be surplus personal property.
2. The value of the office supplies is assessed to be less than five thousand dollars (\$5,000).
3. The costs of transporting this equipment and conducting a private sale exceed the value of the equipment.
4. The office supplies can be disposed of.

PASSED AND ADOPTED by the City of Bloomington Board of Public Works this _____ day of December 2023.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

Jane Kupersmith, Secretary

Attest: _____
Anna Hanson, Assistant Director
Housing and Neighborhood Development

Types of Items	Names of the Items
Office	36 Binders (Vary in sizes)
Office	2 File Folders
Office (Tech)	Keyboard
Personal	3 Books
Office (Tech)	Carousel 80 Side Tray (In yellow box)
Office	17 File Organizers (Vary in shape and size)
Office	2 Supplies Holder (Pencil Holders)
Office (Tech)	Monitor Stand (For Desktop Computer)
Office (Tech)	Broken Monitor Stand
Office	3 Big Calculators
Office	Foot Pedal



Board of Public Works Statement Report

Project/Event: Disposal of Surplus Items by the City of Bloomington – Information Technology Services

Statement Representative: Rick Dietz

Date: December 13, 2023

Report:

The Department of Information Technology Services has a large stock of computer equipment and peripherals that are inoperable and/or recyclable.

The Department of Information Technology Services staff believe that the expense of labor, equipment, and fuel required to organize and transport all of this equipment for a sale or transfer, exceeds the value of the equipment. These items are identified in Exhibit A to Resolution 2023-84: Recycle Lot 27 beginning February 2023.

Recommendation and Supporting Justification:

Under Indiana Code § 5-22-22-6, the City of Bloomington Board of Public Works may determine these devices to be surplus property and may conduct a public or private sale or transfer the property without advertising, as there is more than one (1) item with an estimated value of less than five thousand dollars (\$5,000). Alternatively, under Indiana Code § 5-22-22-7, the City of Bloomington Board of Public Works may determine these devices to be surplus property and may sell the property at a public or private sale or transfer the property without advertising if the property may be recycled and has been collected in conjunction with a recycling program.

Recommend: Approve Deny by: Rick Dietz

**BOARD OF PUBLIC WORKS
RESOLUTION**

**TO DISPOSE OF SURPLUS PERSONAL PROPERTY
OWNED BY THE CITY OF BLOOMINGTON**

WHEREAS, the City of Bloomington Information Technology Services Department (“ITS”) purchases and provides equipment for City Departments including, but not limited to, computers, computer hard drives, keyboards, monitors, and other computer accessories, which are used by a significant portion of City employees in order to assist the employees in their work on behalf of the City and

WHEREAS, all of this equipment has limited life cycles and

WHEREAS, as this equipment becomes inoperable and/or outdated it is returned to ITS by City Departments, and ITS provides those Departments with new replacement equipment and

WHEREAS, ITS has a large stock of returned equipment which ITS wishes to dispose of as surplus personal property and

WHEREAS, this equipment is identified in Exhibit A, which is attached hereto and incorporated herein by reference and

WHEREAS, pursuant to Indiana Code 5-22-22-6, the City of Bloomington Board of Public Works (hereinafter “Board of Public Works”) may determine this equipment to be surplus property and may conduct a private sale or transfer the property without advertising, as there is more than one (1) item, and the value of this inoperable and/or outdated equipment is less than five thousand dollars (\$5,000) and

WHEREAS, ITS has assessed the value of this equipment contained in Exhibit A to be less than five thousand dollars (\$5,000) and

WHEREAS, pursuant to Indiana Code 5-22-22-8, the Board of Public Works is also authorized to consider this equipment worthless, if the value of the equipment is less than the estimated cost of the sale and transportation of the equipment and

WHEREAS, in considering the expense of labor, equipment and fuel required to organize and transport all of this equipment contained in Exhibit A for a sale or transfer, ITS believes that these costs exceed the value of the equipment and

WHEREAS, ITS believes that the equipment should be transferred for destruction and/or recycling.

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

1. The equipment contained in Exhibit A is hereby declared to be surplus personal property.
2. The value of the equipment contained in the Exhibit is assessed to be less than five thousand dollars (\$5,000).

- 3. The costs of transporting this equipment and conducting a private sale exceed the value of the equipment.
- 4. The equipment contained in Exhibit A is therefore determined to be worthless and, pursuant to Indiana Code 5-22-22-8, may be demolished, offered for recycling, donated or junked.

PASSED AND ADOPTED by the City of Bloomington Board of Public Works this _____ day of _____

BOARD OF PUBLIC WORKS

 Wyla Coe Deckard, President

 Elizabeth Aaron, Vice President

 Jane Kupersmith, Secretary

DocuSigned by:

 Attest: _____ 12/14/2023
 Rick Dietz, Director
E114F3F9AEED424...
 Information Technology Services

EXHIBIT A

Recycle 27 - 2023

Date: 12/13/2023, Type: Recycle

Asset Num	Serial #	Name/Make	Category/Model	Pickup Organization
1703456A	HJ15XK2	DELL	Optiplex 5050	Tech-Recyclers
1601972D	GGF7ND2	DELL	Optiplex 5040	Tech-Recyclers
1704026B	GC1N7M2	DELL	Optiplex 5050	Tech-Recyclers
1907977D	1SS64Z2	DELL	Optiplex 5070	Tech-Recyclers
1908083F	BSSVRZ2	DELL	Optiplex 5070	Tech-Recyclers
1805808E	3XX2MR2	DELL	Optiplex 5090	Tech-Recyclers
1704010I	GC0R7M2	DELL	Optiplex 5050	Tech-Recyclers
1704010A	GC1V7M2	DELL	Optiplex 5050	Tech-Recyclers
1805808M	3XX0MR2	DELL	Optiplex 5060	Tech-Recyclers
1908477H	8ZQLSZ2	DELL	Optiplex 5070	Tech-Recyclers
1702307A	J6H6CH2	DELL	Optiplex 5040	Tech-Recyclers
120013	9GHQJS1	DELL	Optiplex 780	Tech-Recyclers
1600682D	JJ2YFB2	DELL	Optiplex 5040	Tech-Recyclers
1703869H	CJ8B0M2	DELL	Optiplex 5050	Tech-Recyclers
1806044H	7B8L1S2	DELL	Optiplex 5060	Tech-Recyclers
1703466F	HJ18XK2	DELL	Optiplex 5050	Tech-Recyclers
1805891N	5T4NMR2	DELL	Optiplex 5060	Tech-Recyclers
1908842A	182TG13	DELL	Optiplex 5070	Tech-Recyclers
1806044M	7B8F1S2	DELL	Optiplex 5060	Tech-Recyclers
1908083E	BSTVRZ2	DELL	Optiplex 5070	Tech-Recyclers
1704010E	GC0T7M2	DELL	Optiplex 5050	Tech-Recyclers
1908440A	8ZFKSZ2	DELL	Optiplex 5070	Tech-Recyclers
1908477D	8ZPHSZ2	DELL	Optiplex 5070	Tech-Recyclers
1703456B	HJ28XK2	DELL	Optiplex 5050	Tech-Recyclers
1703867	8VFB0M2	DELL	Optiplex 5050	Tech-Recyclers
1908477C	8ZPFSZ2	DELL	Optiplex 5070	Tech-Recyclers
1805589H	GW78HQ2	DELL	Optiplex 5060	Tech-Recyclers
1806271A	954G1T2	DELL	Optiplex 5060	Tech-Recyclers
1703069H	8YQTKH2	DELL	Optiplex 5050	Tech-Recyclers
1703466K	HJ29XK2	DELL	OPTIPLEX 5050	Tech-Recyclers
1703069C	8YR2LH2	DELL	OPTIPLEX 5050	Tech-Recyclers
1600582K	JJ2RFB2	DELL	OPTIPLEX 5040	Tech-Recyclers
1601224C	BB5CQD2	DELL	OPTIPLEX 5040	Tech-Recyclers
1703466E	HJ16XK2	DELL	OPTIPLEX 5050	Tech-Recyclers
1703869A	CJ880M2	DELL	OPTIPLEX 5050	Tech-Recyclers
1601224F	BB5FQD2	DELL	OPTIPLEX 5040	Tech-Recyclers
1805891G	5T4PMR2	DELL	OPTIPLEX 5060	Tech-Recyclers
1908743	HFLF613	DELL	OPTIPLEX 5070	Tech-Recyclers
1704010L	GC1S7M2	DELL	OPTIPLEX 5050	Tech-Recyclers
1908477T	8ZQDSZ2	DELL	OPTIPLEX 5070	Tech-Recyclers
1703869C	Cj7F0M2	DELL	OPTIPLEX 5050	Tech-Recyclers
1805808L	3XX4MR2	DELL	OPTIPLEX 5060	Tech-Recyclers
1805920G	9ZYLMR2	DELL	OPTIPLEX 5060	Tech-Recyclers
1601393F	5GLGRD2	DELL	OPTIPLEX 5040	Tech-Recyclers
140165	JTV9W12	DELL	OPTIPLEX 7010	Tech-Recyclers
1703069D	8YRSKH2	DELL	OPTIPLEX 5050	Tech-Recyclers
1601393C	5GLDRD2	DELL	OPTIPLEX 5040	Tech-Recyclers
1703869G	CJ8F0M2	DELL	OPTIPLEX 5050	Tech-Recyclers

EXHIBIT A

Recycle 27 - 2023

Date: 12/13/2023, Type: Recycle

Asset Num	Serial #	Name/Make	Category/Model	Pickup Organization
1601393J	CJ6HRD2	DELL	OPTIPLEX 5040	Tech-Recyclers
1601393E	5GKNRD2	DELL	OPTIPLEX 5040	Tech-Recyclers
1704010P	GC2R7M2	DELL	OPTIPLEX 5050	Tech-Recyclers
1805262G	FMSD0Q2	DELL	OPTIPLEX 5060	Tech-Recyclers
1805920H	9ZYMMR2	DELL	OPTIPLEX 5060	Tech-Recyclers
1805742G	79RBMR2	DELL	OPTIPLEX 5060	Tech-Recyclers
1703466J	HJ27XK2	DELL	OPTIPLEX 5050	Tech-Recyclers
1703465	HJ52XK2	DELL	OPTIPLEX 5050	Tech-Recyclers
1601944D	1P5NND2	DELL	OPTIPLEX 5040	Tech-Recyclers
140185	JTQCW12	DELL	OPTIPLEX 7010	Tech-Recyclers
1805742C	1NQZHQ2	DELL	OPTIPLEX 5060	Tech-Recyclers
1805419J	GZGN0Q2	DELL	OPTIPLEX 5060	Tech-Recyclers
120112	HGBD5V1	DELL	OPTIPLEX 390	Tech-Recyclers
130487	27N8B21	DELL	OPTIPLEX 7010	Tech-Recyclers
130434	27G9BZ1	DELL	OPTIPLEX 7010	Tech-Recyclers
1805742F	79R7MR2	DELL	OPTIPLEX 5060	Tech-Recyclers
1805262E	FMSC0Q2	DELL	OPTIPLEX 5060	Tech-Recyclers
1805419A	GZGCXQ2	DELL	OPTIPLEX 5060	Tech-Recyclers
130079	D2FHXC1	DELL	OPTIPLEX 7010	Tech-Recyclers
1806437H	F77X0Q2	DELL	OPTIPLEX 5060	Tech-Recyclers
80337		CISCO	CATALYST 3560	Tech-Recyclers
140407		CISCO	CISCO 2500 SERIES WIRELESS CONTROLLER	Tech-Recyclers
80333		CISCO	CATALYST 3560	Tech-Recyclers
60459		CISCO	CATALYST 3560	Tech-Recyclers
90485		CISCO	CISCO ASA 5510	Tech-Recyclers
11000033		DELL	POWERSHIELD TL2000	Tech-Recyclers
1501121		DELL	SERVER	Tech-Recyclers
11000315		DELL	SERVER	Tech-Recyclers
120088		DELL	SERVER	Tech-Recyclers
11000268		DELL	SERVER	Tech-Recyclers
11000028		DELL	SERVER	Tech-Recyclers
157210		DELL	SERVER	Tech-Recyclers
140060		VIEWSONIC	MONITOR	Tech-Recyclers
130160		LG	MONITOR	Tech-Recyclers
70131		DELL	MONITOR	Tech-Recyclers
1703463		SAMSUNG	MONITOR	Tech-Recyclers
140082		LG	MONITOR	Tech-Recyclers
100335		AOC	MONITOR	Tech-Recyclers
130476		LG	MONITOR	Tech-Recyclers
70048		DELL	MONITOR	Tech-Recyclers
130309		LG	MONITOR	Tech-Recyclers
80073		SAMSUNG	MONITOR	Tech-Recyclers
80269		SAMSUNG	MONITOR	Tech-Recyclers
100273		AOC	MONITOR	Tech-Recyclers
130473		LG	MONITOR	Tech-Recyclers
10100312		AOC	MONITOR	Tech-Recyclers
70399		SAMSUNG	MONITOR	Tech-Recyclers

EXHIBIT A

Recycle 27 - 2023

Date: 12/13/2023, Type: Recycle

Asset Num	Serial #	Name/Make	Category/Model	Pickup Organization
70478		VIEWSONIC	MONITOR	Tech-Recyclers
110002		ASUS	MONITOR	Tech-Recyclers
80002		SAMSUNG	MONITOR	Tech-Recyclers
70486		VIEWSONIC	MONITOR	Tech-Recyclers
140443		LG	MONITOR	Tech-Recyclers
152062N		LG	MONITOR	Tech-Recyclers
1804301		SAMSUNG	MONITOR	Tech-Recyclers
1704060		SAMSUNG	MONITOR	Tech-Recyclers
100436		HP	MONITOR	Tech-Recyclers
1525597BA		SAMSUNG	MONITOR	Tech-Recyclers
90196		HP	MONITOR	Tech-Recyclers
90071		HP	MONITOR	Tech-Recyclers
120089		DELL LAPTOP	LATITUDE E6520	Tech-Recyclers
120133		DELL LAPTOP	LATITUDE E6520	Tech-Recyclers
130103		DELL LAPTOP	LATITUDE E6530	Tech-Recyclers
120078		DELL LAPTOP	LATITUDE E 6520	Tech-Recyclers
140143		DELL LAPTOP	LATITUDE E6540	Tech-Recyclers
1525676		DELL LAPTOP	LATITUDE E6540	Tech-Recyclers
110178		DELL LAPTOP	LATITUDE E6520	Tech-Recyclers
1703927E		DELL LAPTOP	LATITUDE 5580	Tech-Recyclers
1703050		DELL LAPTOP	LATITUDE 5580	Tech-Recyclers
80201		HP LAPTOP	?	Tech-Recyclers
60442		DELL LAPTOP	?	Tech-Recyclers
1601926		DELL LAPTOP	DELL PRECISION 5510	Tech-Recyclers
1805563C		DELL LAPTOP	LATITUDE 5590	Tech-Recyclers
120077		DELL LAPTOP	LATITUDE E6520	Tech-Recyclers
130086		DELL LAPTOP	LATITUDE E6530	Tech-Recyclers
110329		DELL LAPTOP	LATITUDE E6520	Tech-Recyclers
120075		DELL LAPTOP	LATITUDE E6520	Tech-Recyclers
1525660		DELL LAPTOP	LATITUDE E6540	Tech-Recyclers
130058		DELL LAPTOP	LATITUDE E6530	Tech-Recyclers
1703383		APPLE	iMAC	Tech-Recyclers
130178		APPLE	iMAC	Tech-Recyclers
1805177A		APPLE	MACBOOK PRO	Tech-Recyclers
1704089A		APPLE	MACBOOK PRO	Tech-Recyclers
1601454		APPLE	MACBOOK PRO	Tech-Recyclers
1703869I	CJ890M2	DELL	OPTIPLEX 5050	Tech-Recyclers
1703466G	HJ09XK2	DELL	OPTIPLEX 5050	Tech-Recyclers
1805657	709JHQ2	DELL	PRECISION 3430	Tech-Recyclers
100407		ASUS	MONITOR	Tech-Recyclers
1805808G	3XXZLR2	DELL	OPTIPLEX 5060	Tech-Recyclers
1600416E		SAMSUNG	MONITOR	Tech-Recyclers
1510026B		LG	MONITOR	Tech-Recyclers
50111		IBM LAPTOP	?	Tech-Recyclers
1703711		DELL LAPTOP	LATITUDE 5480	Tech-Recyclers
1908837B	HFVG613	DELL	OPTIPLEX 5070	Tech-Recyclers
130025		DELL LAPTOP	LATITUDE E6530	Tech-Recyclers
120036		DELL LAPTOP	LATITUDE E6520	Tech-Recyclers

EXHIBIT A

Recycle 27 - 2023

Date: 12/13/2023, Type: Recycle

Asset Num	Serial #	Name/Make	Category/Model	Pickup Organization
120132		DELL LAPTOP	LATITUDE E6520	Tech-Recyclers
110080		DELL LAPTOP	VOSTRO 3700	Tech-Recyclers
130109		DELL LAPTOP	LATITUDE E6530	Tech-Recyclers
140147		DELL LAPTOP	LATITUDE E6540	Tech-Recyclers
140148		DELL LAPTOP	LATITUDE E6540	Tech-Recyclers
1525449		DELL LAPTOP	LATITUDE E6440	Tech-Recyclers
1805808H	3XWZLR2	DELL		Tech-Recyclers
60190		SAMSUNG	MONITOR	Tech-Recyclers
60178		SAMSUNG	MONITOR	Tech-Recyclers
90292		hp	MONITOR	Tech-Recyclers
1601482		SAMSUNG	MONITOR	Tech-Recyclers
110269		LG	MONITOR	Tech-Recyclers
109999A		SAMSUNG	MONITOR	Tech-Recyclers
90354		DELL	MONITOR	Tech-Recyclers
130081		LG	MONITOR	Tech-Recyclers
1703869D	CJ8C0M2	DELL	OPTIPLEX 5050	Tech-Recyclers
1908083K	BSTGBZ2	DELL	OPTIPLEX 5070	Tech-Recyclers
1908477W	8ZQFSZ2	DELL	OPTIPLEX 5070	Tech-Recyclers
1805554B		DELL	LATITUDE 5590	Tech-Recyclers
1601234		PWS1601234	NetworkPrinter	Tech-Recyclers
1703069e	8YPZKH2	cfr1703069e	Desktop	Tech-Recyclers
1907438a	HHQ1PX2	ueg1907438a	Desktop	Tech-Recyclers
1601393a	5GKMRD2	dil1601393a	Desktop	Tech-Recyclers
1703480	922KKH2	ð	Desktop	Tech-Recyclers
1601393g	5GLCRD2	ueg1601393g	Desktop	Tech-Recyclers
1805891m	5T5SMR2	utd1805891m	Desktop	Tech-Recyclers
90419	CN01PTX36418099K065 S	ucs090419	LCD 1	Tech-Recyclers
140137	403NDWE7B929	cnt140137	LCD 2	Tech-Recyclers
1805808K		UAC1805808K	Desktop	Tech-Recyclers
130454	27M9BZ1	utd130454	Desktop	Tech-Recyclers
1805891l	5T4MMR2	utd1805891l	Desktop	Tech-Recyclers
1805891c	5T6PMR2	uad1805891c	Desktop	Tech-Recyclers
1704010g	GC2P7M2	uac1704010g	Desktop	Tech-Recyclers
1601393i	CJ6JRD2	ueg1601393i	Desktop	Tech-Recyclers
1703077d	2SBTFK2	hnd1703077d	Desktop	Tech-Recyclers
1907438		dell desktop	Desktop	Tech-Recyclers
1704010o	GC1P7M2	uac1704010o	Desktop	Tech-Recyclers
1704010b	GC1N7M2	its1704010b	Desktop	Tech-Recyclers
1703869E		ASH1703869E	Desktop	Tech-Recyclers
1704010h	GC2V7M2	uac1704010h	Desktop	Tech-Recyclers
1704010k	GC0V7M2	uac1704010k	Desktop	Tech-Recyclers
130011	CNDY835970	LGL130011	NetworkPrinter	Tech-Recyclers
1702368		ASH1702368	UPS	Tech-Recyclers
1524794		ASH1524794	NetworkPrinter	Tech-Recyclers
1704003H		PLN1704003H	UPS	Tech-Recyclers
1703277J		FRS1703277J	UPS	Tech-Recyclers
1703277G		CFR1703277G	UPS	Tech-Recyclers

EXHIBIT A

Recycle 27 - 2023

Date: 12/13/2023, Type: Recycle

Asset Num	Serial #	Name/Make	Category/Model	Pickup Organization
1702380H		CFR1702380H	UPS	Tech-Recyclers
110008		ITS110008	LCD 2	Tech-Recyclers
110009	AALMTF051816	ITS110009	Monitor	Tech-Recyclers
1703828D		clk1703828D	UPS	Tech-Recyclers
1525575H		CFR1525575H	UPS	Tech-Recyclers
1908542A		HND1908542A	Docking Station	Tech-Recyclers
1805981c		1805981c	Docking Station	Tech-Recyclers
1805563L		1805563L	Docking Station	Tech-Recyclers
1805270B		CFR1805270B	Docking Station	Tech-Recyclers
1804672F		1804672F	UPS	Tech-Recyclers
1702230A		UEG1702230A	UPS	Tech-Recyclers
10		10	UPS	Tech-Recyclers
70025		UTD070025	UPS	Tech-Recyclers
1601073		UAC1601073	UPS	Tech-Recyclers
1524941		UEG1524941	UPS	Tech-Recyclers
1908690A		CLK1908690A	Tablet	Tech-Recyclers
1908690B		CLK1908690B	Tablet	Tech-Recyclers
1704003D		SAN1704003D	UPS	Tech-Recyclers
1600993B		ESD1600993B	LCD 1	Tech-Recyclers
1703927f	H71CPH2	fle1703927f	Laptop	Tech-Recyclers
120156		trn120156	Laptop	Tech-Recyclers
210126C		PLN210126C	Docking Station	Tech-Recyclers
1805419O		CLK1805419O	Docking Station	Tech-Recyclers
1804664A		MNR1804664A	Docking Station	Tech-Recyclers
1805563f	J0WYRQ2	lgl1805563f	Laptop	Tech-Recyclers
1704026c	689TPH2	its1704026c	Laptop	Tech-Recyclers
1805563d	2YBWRQ2	lgl1805563d	Laptop	Tech-Recyclers
1806139B		LGL1806139B	Docking Station	Tech-Recyclers
1805563J	CN-05FDDV-CMC00-868 -14C2-A05	LGL1805563J	Docking Station	Tech-Recyclers
1702307C		LCD 2	LCD 2	Tech-Recyclers
1805563b	H94RRQ2	lgl1805563b	Laptop	Tech-Recyclers
1806139a	HFQW6S2	lgl1806139a	Laptop	Tech-Recyclers
100371		FLE100371	LCD 2	Tech-Recyclers
60246	BE500R	HND060246	UPS	Tech-Recyclers
90420		BTR090420	LCD 2	Tech-Recyclers
1510029B		BTR1510029B	LCD 1	Tech-Recyclers
1702380A		CFR1702380A	UPS	Tech-Recyclers
130138		ITS130138	MacBook	Tech-Recyclers
1525667A	C02QW0HQGFWK	CLK1525667A	MacBook	Tech-Recyclers
1803323I		ASH1803323I	Laptop	Tech-Recyclers
		Box #1	CAT5 Cables	Tech-Recyclers
		Box #2	Cell Phones	Tech-Recyclers
		Box #3	Referrals	Tech-Recyclers
		Box #4	Toner Cartridges	Tech-Recyclers
		Box #5	Toner Cartridges	Tech-Recyclers
		Box #6	Desk Phones & Cables	Tech-Recyclers
		Box #7	Keyboards	Tech-Recyclers

EXHIBIT A

Recycle 27 - 2023

Date: 12/13/2023, Type: Recycle

Asset Num	Serial #	Name/Make	Category/Model	Pickup Organization
		Box #8	Cables	Tech-Recyclers
		Box #9	Toner Cartridges & Speakers	Tech-Recyclers
		Box #10	Keyboards	Tech-Recyclers
		Box #11	Switches	Tech-Recyclers
		Box #12	Wireless Devices & APs	Tech-Recyclers
		Box #13	Network & Wireless Devices	Tech-Recyclers
		Box #14	Switches	Tech-Recyclers
		Box #15	Outdoor Cameras	Tech-Recyclers
		Box #16	Power Supplies	Tech-Recyclers
		Box #17	Hard Drives & Backup Drives	Tech-Recyclers
		Box #18	Server Rack Parts	Tech-Recyclers
		Box #19	Server Rack Parts	Tech-Recyclers
		#41615INBLOOSCA	Server	Tech-Recyclers
		Dell 130421 ESX01	Server	Tech-Recyclers
		Xtreem	Power Conversion	Tech-Recyclers
			9125 Power Conversion	Tech-Recyclers
		Dell 130419 ESX03	Server	Tech-Recyclers
		Dell 130419 ESX02	Server	Tech-Recyclers
1503087a	4B1VM32	uad1503087a	Laptop	Tech-Recyclers
1703927b	G41CPH2	fle1703927b	Laptop	Tech-Recyclers



Board of Public Works Staff Report

Project/Event: Declaration of Surplus Fleet Vehicles
Petitioner/Representative: Michael Large, Operations Manager, DPW
Staff Representative: Michael Large
Date: December 19, 2023

Report:

The Fleet Maintenance Division purchases and provides vehicles and equipment to various City departments so that they can provide a wide range of vital municipal government services to the residents of Bloomington. These vehicles and equipment all have limited service lives determined by their type and operational duties. As these assets reach the end of their lifecycle they are reclaimed by the Fleet Maintenance Division and replaced. The Fleet Maintenance Division has seven (7) vehicles, one (1) Caterpillar Backhoe, one (1) John Deere Loader, one (1) John Deere Skid Steer, one (1) Georgia Buggy, one (1) JLG Lift, and additional noncapital miscellaneous items listed in Attachment A, that have been placed out of service which staff requests to dispose of as surplus property using our account with govdeals.com, an online auctioning service. To date this collaboration with Govdeals.com has resulted in more than \$310,000.00 in revenue received. All revenue received from the online auction is placed directly in the City of Bloomington's Vehicle Replacement Fund for future capital vehicle purchasing needs.

Staff is requesting that the Board of Public Works declare the vehicles and equipment in Attachment A as surplus so that they can be sold on govdeals.com.

Recommendation and Supporting Justification:

Recommend Approval Denial by: *Michael Large*

**RESOLUTION 2023 – 85
TO DESIGNATE SURPLUS PROPERTY FOR TRANSFER**

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

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

WHEREAS, Indiana Code § 5-22-22-4.5 and Board of Public Works Resolution 2020-10, permits the City of Bloomington Board of Public Works to declare the property surplus for purposes of disposal and to sell the surplus property at an Internet auction site.

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

1. The City of Bloomington property described in Exhibit A is hereby declared surplus.
2. The Fleet Maintenance Division shall sell the items described using an Internet auction site within thirty (30) days of this Resolution being signed by the City of Bloomington Board of Public Works.

PASSED AND ADOPTED by the City of Bloomington this 19th day of December 2023.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

Jane Kupersmith, Secretary

Attachment A

Attachment A

Unit	Year	Description	VIN
UNIT #	Surplused Item Descriptions		VIN #
408	2011 Ford, F250		1FTBF2B66BEA02653
409	2003GMC, C7500		1GDK7J1L43F511601
414	Ford, F250, 2011		1FTBF2B62BEA02651
449	Catepillar, 430E, 2008		CAT0430ETEAT01285
454	John Deere, 544K, 2010		DW544KZ627980
477	John Deere, 240, 2002		KV0260E460532
484	Georgia Buggy		144791
815	Dodge, Caravan, 2005		1D8GP25R55B190808
849	Chevrolet, K2500, 2003		1GTGK29U73Z277643
853	Chevrolet, K2500, 1998		1GCGK29RXWE228041
873	Chevrolet, K3500, 2004		1GBHK34U94E306851
8771	JLG, 450A, 1999		772530300038883
	Titan Pressure Washer		
	Kelly Creswell power pump		
	50 gallon LP gas tank		
	250 plastic water tank		
	8' aluminum slide in bed rack		
	6.5' camper shell		



Board of Public Works Staff Report

Project/Event: Freezefest
Petitioner/Representative: Nicholas Faulkenberg
Staff Representative: April Rosenberger
Meeting Date: December 19, 2023
Event Date: January 15-21, 2024

The fourth annual **Freezefest**, an Ice Carving Festival, is a winter festival for Bloomington. World class ice carvers from Ice of America will carve custom ice sculptures and put them on display in the community. The main carving area will be on Maker Way in the Trades District. A game zone comprised of games (corn hole, ping pong, etc) made entirely of ice is planned for Madison Street. We will have 2 outdoor fireplaces/pits on the lower Mill plaza. Friday night we will host a live ice carving stage show at the Upland on their outdoor stage. Saturday there will be a chili cook off at The Mill, and other supporting activities provided by community partners like the Boys and Girls Club.

Attached are maps detailing road closures, waste management plan, and traffic plan.

Freezefest will notify and is working with all concerned departments on the matter of the perimeter of the festival and the closure of streets, and has notified residents and businesses in the surrounding area.



JOHN HAMILTON

MAYOR DEPARTMENT OF PUBLIC WORKS DEPARTMENT OF ECONOMIC

CITY OF BLOOMINGTON & SUSTAINABLE DEVELOPMENT 401 N Morton St Suite 150 ESD 812.349.3418 PO Box 100 PW 812.349.3411 Bloomington IN 47402

Greetings from the City of Bloomington!

This application is for approval from the Board of Public Works for Temporary Special Events for the use of public rights of way owned by the City of Bloomington. To assure timely approval by the Board of Public Works to your application we ask that you notify us three (3) months in advance.

Applications will not be considered unless all relevant portions of the application have been completed in their entirety. Once a completed application is submitted to the City it will be reviewed by City Staff and will then go before the Board of Public Works for consideration. Once approved by the Board of Public Works, the City retains the right to revoke permission if event becomes a public safety concern.

The Board of Public Works has the sole discretion as to whether or not a special approval shall be granted. If the Board of Public Works issues a special approval for use of public right-of-way the Board may prescribe any reasonable conditions or requirements it deems necessary to minimize the adverse effects upon the Bloomington community, surrounding neighborhoods, or emergency service providers.

If the Board of Public Works issues the special approval, the permit holder shall still abide by all other city, county, state and federal laws.

The City of Bloomington

Department of Economic and Sustainable Development



CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION

City of Bloomington

Department of Economic and Sustainable Development

401 N. Morton Street, Suite 150

Bloomington, Indiana 47404

812-349-3418

Department of Public Works

812-349-3411

1. APPLICANT INFORMATION

Contact Name:	Nicholas Faulkenberg		
Contact Phone:	812-327-7087	Mobile Phone:	812-327-7087
Title/Position:	Chair		

Organization:	Freezefest		
Address:	642 N Madison St		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	nick@dimensionmill.org		
Organization E-Mail and URL:	Freezefest.com		
Org Phone No:	N/A	Fax No:	

2. ANY KEY PARTNERS INVOLVED (including Food Vendors if applicable)

Organization Name:	Visit Bloomington		
Address:	2855 N Walnut St,		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	jordan@visitbloomington.com - Jordan Smith		
Phone Number:	812-334-8900	Mobile Phone:	
Organization Name:	Dimension Mill, Inc. / Pat East		
Address:	642 N. Madison St		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	Pat.east@cofoundventures.com (Pat East)		
Phone Number:		Mobile Phone:	
Organization Name:	Cook Medical		
Address:	750 Daniels Way		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	derek.rollins@cookmedical.com - Derek Rollins		
Phone Number:		Mobile Phone:	

3. EVENT INFORMATION

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input checked="" type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Art in the Right of Way <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	January 15, 2024 - January 21, 2024	
Time of Event:	Date: 1/15/24 Start: 6am Date: 1/21/24 End: 11pm	
Setup/Teardown time Needed	Date: Start: Date: End: Will take place during dates of event	
Calendar Day of Week:	Monday - Sunday	
Description of Event:	<p>This is an Ice Carving Festival. This is the third annual Freezefest – a winter festival for Bloomington. World class ice carvers from Ice of America will carve custom ice sculptures and put them on display in the community. The main carving area will be on Maker Way in the Trades District. A game zone comprised of games (corn hole, ping pong, etc) made entirely of ice is planned for Madison Street. We will have 2 outdoor fireplaces/pits on the lower Mill plaza. Friday night we will host a live ice carving stage show at the Upland on their outdoor stage. Saturday there will be a chili cook off at The Mill, and other supporting activities provided by community partners like Boys and Girls Club</p>	
Expected Number of Participants:	250-300 people at any given time observing sculptors In the Trades District area. 500-1000 at the Fri eve Stage Show at Upland.	Expected # of vehicles (Use of Parking Spaces to close): 47

4. IF YOUR EVENT IS A NEIGHBORHOOD BLOCK PARTY, YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> • The starting point shall be clearly marked • The ending point shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)
<input type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)

<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> • Determine if No Parking Signs will be required
<input type="checkbox"/>	Noise Permit application

5. IF YOUR EVENT IS A RUN/WALK/PARADE, YOU ARE REQUIRED TO SECURE AND ATTACHED THE FOLLOWING: Moving Events – Use and/or Closure of City Streets/Sidewalks

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> • The starting point shall be clearly marked • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (i.e.: Type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

6. If YOUR EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING: Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking

<input type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) <p>The starting point shall be clearly marked</p> <ul style="list-style-type: none"> • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
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<input type="checkbox"/> X	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> XNot applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/> X	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer& Wine Permit <input checked="" type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/> X	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/> X	Waste and Recycling Plan if more than 100 participates (template attached) -Visit Bloomington will be renting a 30 yard dumpster to go on the west end of Maker Way. As well as having multiple trash cans throughout the premises.

7. CHECKLIST

<input type="checkbox"/>	Determine type of Event
<input type="checkbox"/>	Complete application with attachment: <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable) <input type="checkbox"/> For art installations: an accurate depiction of the design of private art to scale, dimensions of the art, placement on the detailed map of proposed location of the art, and the name and qualifications of the artist
<input type="checkbox"/>	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	If applicable, acknowledgment of compliance with the City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way (Policy attached with application)

FOR CITY OF BLOOMINGTON USE ONLY

Date Received:	Received By: Economic & Sustainable Development	Date Approved:	Approved By:
	Bloomington Police		
	Bloomington Fire		
	Engineering		
	Transit		
	Office of the Mayor		
	Utilities		
	Public Works		
	Board of Public Works		



NOISE PERMIT

City of Bloomington
 401 N. Morton St., Suite120
 Bloomington, Indiana47404
 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 April Rosenberger with any questions: (812) 349-3411 or april.rosenberger@bloomington.in.gov

Event and Noise Information

Name of Event:	Freezefest			
Location of Event:	Upland Brewing			
Date of Event:	1/19/2024	Time of Event:	Start:7p	
Calendar Day of Week:	Friday		End:9p	
Description of Event:	Live Ice Carving Stage Show			
Source of Noise:	Live Band	Instrument	Loudspeaker	Will Noise be Amplified? Yes No

Is this a Charity Event?	No	If Yes, to Benefit:
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Applicant Information

Name:	Nicholas Faulkenberg		
Organization:	Freezefest	Title:	Chair
Physical Address:	642 N Madison St Bloomington, IN 47404		
Email Address:	nick@dimensionmill.org	Phone Number:	812-327-7087
Signature:		Date:	

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	Elizabeth Karon, Vice-President
Kyla Cox Deckard, President	Secretary
Date	—

Waste and Recycling Management Plan Template

Event name: **Freezefest**

Number of expected attendees: **200-300 at any given time in Trades District / ~500-1000 at Stage**

Number of food vendors: **TBD**

Number of other vendors: **TBD**

Designated waste and recycling manager: This may be a staff member or a volunteer. Events expecting over 100 attendees are required to designate a waste and recycling manager who will be in charge of overseeing the implementation of the waste and recycling management plan.

Event map: In the event map you submit with your event application, please clearly designate where waste and recycling bins will be placed. Each waste bin should be paired with one or more recycling bins. Also designate any larger collection areas (such as dumpsters) and the path for access by waste haulers.

TIP: Recycling bins should be visually distinct from waste bins, and all bins should be clearly labeled for easy use by attendees.

ClearStream recycling bins are available for use through [Downtown Bloomington, Inc.](#)

Targeted waste: Please enumerate the types of waste expected at the event and plans for collecting each type of item using the following table. Examples are listed, but feel free to modify as appropriate.

Type of waste	Collection plan
<Containers>*	<Recycling, composting, etc.>
<Mixed paper>	<Recycling in on-site, designated bins staffed by volunteers>
<Food waste>	<Composting bins, waste bins, etc.>

*Note that “compostable” plastics are only compostable in industrial composters, which are not available in the Bloomington area. If you opt for compostable items at your event, ensure that they are compostable paper rather than plastic.

Collection and hauling system: Describe where and how waste and recycling will be collected and separated. Include information on how attendees and vendors will be educated on where materials should be placed, including signage, pre-event training and publicity, volunteer-staffed waste management stations, etc.

Events with over 100 attendees must provide staffed (by paid staff or volunteers) waste management stations to ensure that materials are separated according to the waste and recycling management plan.

We will have specific volunteers assigned to waste management each day of the event. They will monitor the fullness of cans and empty as needed and will assist attendees with proper disposal. Bagged waste and recyclables will be collected in the waste containers provided by The Mill and will be serviced by the hauling company who provides the containers. We will have a separate roll off container for bulky wastes generated by the carvers (cardboard, shrink wrap, etc.). We will separate out recyclable cardboard and place in recycling container at The Mill.

Vendor and volunteer education and training: Describe your plans for educating volunteers about waste and recycling management plans at the event, and vendors on what materials will be permitted in order to comply with the Plan and to minimize waste through both reduction and recycling.

We will provide volunteer training and will include waste management in that training. We will work directly with the ice carvers to educate and assist them with what to do with their waste materials and will have staff on-site during event to monitor compliance.

Materials and supplies: List the materials you plan to have on hand to implement the waste and recycling management plan, including bins, labels, bags, signage, etc.

- 1 small dumpsters for bulky trash and recyclables*
- 6 Trash cans and liners*
- 6 Recycling Bins and liners*
- Signage for all*

Designation of duties: Clearly designate the volunteers, staff, or other individuals who will be responsible for implementing each component of the waste and recycling management plan.

- Derek Rollins – lead for site logistics (including waste management)**
- Nicholas Faulkenberg– leads for volunteer coordination**
- Jordan Davis – lead for food vendors/food trucks**



RE: Notice of Public Meeting

Dear Sir or Madam:

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in the Public Right Way for **Freezefest**.

The Board of Public Works meeting to hear this request will be on _____ at 5:30 PM. Board of Public Works meetings are held virtually via zoom and in person in the City of Bloomington Council Chambers at City Hall, 401 N. Morton Street, Bloomington, Room 115.

Zoom information for the meeting may be found on the Public Works web page at <https://bloomington.in.gov/boards/public-works> or you may also call 812.349.3411 for zoom information.

The proposal for this event will be on file and may be examined in the Public Works office on Friday, _____, prior to the Tuesday, _____ meeting. All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3411 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

**BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA**

Petitioner:

Date:

<u>Contact Information- Other</u>			
	<u>Location</u>	<u>Contact</u>	<u>Phone Number</u>
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Engineering	(812) 349-3913
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Nicole Wagner	(812) 349-2543

Waste & Recycling Plan	401 N. Morton Street Suite 150	Lauren Travis Economic & Sustainable Development	(812) 349-3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	April Rosenberger Dept. of Public Works	(812) 349-3411
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Leslie Brinson Community Events Manager	(812) 349-3700
Bloomington Fire Department	226 S. College Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 rd Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	5850 Foster Curry Bloomington, IN		(812)- 349-2546
Department of Homeland Security		Mike Anderson	(317) 409-9510



CITY OF BLOOMINGTON

City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way

The City of Bloomington’s Policy and Procedures on Private Art Installations within the Public Right of Way (“Policy”) authorizes private Art Installations in the public right of way that comply with this document and are approved through one of two City programs: (1) the Neighborhood Improvement Grant Program or (2) a Special Event Application.

This Policy is designed to reduce the risks to public safety and burden on public resources that private Art Installations within the right of way may impose while simultaneously recognizing the importance of private as well as public art to Bloomington’s culture, community, and economy.

I. Definitions. The following definitions shall apply throughout this policy.

- A. Temporary Art. Art expected to remain in place within the public right of way for seven (7) or fewer days.
- B. Semi-Permanent Art or Permanent Art. Art expected to remain in place within the public right of way for more than seven (7) days.
- C. Art Installation. Temporary, Semi-Permanent, or Permanent Art that consists of a physical alteration of the right of way, such as a painting, mural, or sculpture and that is not Performative Art.
- D. Street Painting or Street Mural. Art involving the placement of paint or a similar material within the area where vehicles drive or park, commonly understood to be the space “between the curbs.”
- E. Performative Art. A time-based art form that is an ephemeral event featuring a live presentation to an audience, drawing on such arts as acting, poetry, music, or dance, and that does not involve the creation of an artifact (such as a painting or sculpture) that physically alters the right of way beyond the time of the live performance.

1

- F. Speech. Words, letters, numbers, universally recognized symbols, or logos of any kind.

II. Performative Art. This policy does not apply to Performative Art.¹

III. Criteria Applicable to All Private Art Installations. The following criteria are applicable to any private Art Installation proposed within Bloomington's right of way, whether the Art Installation is Temporary Art, Semi-Permanent Art, or Permanent Art.

- A. Requests must be submitted to the appropriate City Department(s) and/or Board(s) or Commission(s), as required by the selected program application identified in Section VI below. Staff shall provide a recommendation on the request to the appropriate Board(s) or Commission(s) based on the request's compliance with this Policy and any other applicable laws, rules, or City of Bloomington policies.
- B. Art Installations may not use or incorporate copyrighted material in whole or part where the copyright is not owned by the artist.
- C. Art Installations may not mimic in whole or part traffic control devices including but not limited to a crosswalk, stop sign, stop bar, or similar traffic control device. Art Installation geometry should be such that drivers do not alter their course to drive around the art.
- D. Art Installations may not depict activities, materials, images, or products that are not legally available to all ages.

IV. Additional Criteria Applicable to Semi-Permanent Art Installations or Permanent Art Installations.

- A. Applications for approval of a Semi-Permanent or Permanent Art Installation within the right of way must include the following:
 - 1. An accurate depiction of the design to scale;
 - 2. Dimensions;
 - 3. A map of proposed location of the design; and
 - 4. The name and qualifications of the artist.

¹ Though this Policy does not apply to Performative Art taking place within the right of way, other municipal policies or ordinances may apply that impact Performative Art within the right of way, including but not limited to the City's parade ordinance or special event application process.

- B. Semi-Permanent Art Installations or Permanent Art Installations may not contain Speech.

V. Additional Criteria Applicable to Street Paintings or Street Murals. Because paintings and murals within the street create a heightened probability of conflicts with traffic control devices and driver distraction, the following additional criteria apply to all paintings or murals proposed for street surfaces, whether as Temporary, Semi-Permanent, or Permanent Art Installations.

- A. Applications for approval of a Street Painting or Street Mural within the right of way must include the following:

1. An accurate depiction of the design to scale;
 2. Dimensions;
 3. A map of proposed location of the design; and
 4. The name and qualifications of the artist.
- B. Street paintings and street murals may only be placed on streets with a local or secondary collector functional classification under the City's Transportation Plan, where regulatory speed limits do not exceed 25 miles per hour.
- C. Street paintings and street murals may only be placed on pavement in adequate condition for materials to bond.
- D. Street paintings and street murals are not permitted on brick, paver, or other decorative surface materials (e.g., colored or stamped concrete). Street paintings and street murals are only permitted on standard non-decorative concrete or asphalt.
- E. A buffer of four feet must remain between street paintings and street murals and any crosswalk.
- F. Within an intersection, street paintings and street murals are only allowed where the intersection utilizes all-way stop control, unless the painting or mural is located on an apron.
- G. Street paintings and street murals may not be painted on the side or top of any curb or any curb ramp.
- H. Materials used must be approved by the City's Engineering Department.

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- I. Any paint or similar material utilized as part of any street painting or street mural must provide a non-slip surface for pedestrians and must be street-grade.

VI. Programs. Individuals and external organizations seeking to place private Art Installations within the public right of way must apply pursuant to one of the programs listed below and follow the procedures associated with the program, which are linked and attached hereto for reference. Requests to place an Art Installation in the City's right of way using a program or procedure other than those listed below will not be considered.

A. Neighborhood Improvement Grant Program

1. Applications for Art Installations within the right of way pursuant to the Neighborhood Improvement Grant Programs must comply with Program guidelines, the criteria set forth in this Policy, and any additional logistical or safety conditions imposed by the Board of Public Works as part of its approval.
2. Neighborhood Improvement Grant Program guidelines may be accessed

[here](#)² and are attached for reference.

B. Special Event Permit

1. A special event application may be submitted for permission to conduct an event during which an Art Installation will be placed in the public right of way. The proposed Art Installation must comply with the criteria set forth in this policy, the requirements set forth in the special event permit application, and any additional logistical or safety conditions imposed by the Board of Public Works as part of its approval.
2. A special event application may be accessed [here](#)³ and is attached for reference.

² <https://bloomington.in.gov/neighborhoods/grants/improvement>

³ <https://bloomington.in.gov/departments/esd>

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2023-86**

FREEZEFEST

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

WHEREAS, Nicholas Faulkenberg, Chair of Freezefest, would like to have the City close the following City streets: Maker Way from Rogers Street to Madison Street (Monday, January 15, 2024 at 6 a.m. through Wednesday, January 17, 2024 at 11 p.m.) and Madison Street from 10th Street to 11th Street (Wednesday, January 17, 2024 to Sunday, January 21, 2024 at 11:00 p.m.) in order to conduct a Special Event: Freezefest; and,

WHEREAS, Freezefest has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured; and

WHEREAS, the City desires to close said streets in order to support this community function.

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

1. The City declares that all or a portion of the following City streets: Monday, January 15, 2024 at 6 a.m. through Wednesday, January 17, 2024 at 11 p.m.) and Madison Street from 10th Street to 11th Street (Wednesday, January 17, 2024 to Sunday, January 21, 2024 at 11:00 p.m.) shall be temporarily closed to motor vehicles to conduct Freezefest as indicated on the attached Freezefest Map.
2. Freezefest shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
3. Freezefest shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Engineering Department. Freezefest shall obtain, and place at Freezefest’s own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Freezefest shall not close the streets until 6:00 a.m. on Monday, January 15, 2024 and shall remove barricades and signage by 11:00 p.m. on Sunday, January 21, 2024.
4. Freezefest shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.

5. Freezefest shall clean up the affected area before, during and after the event. Clean-up shall include, but not be limited to, removal of all “no parking” signs posted for the event, the removal of any and all food and/or drink, picking up all trash and litter, sweeping up any and all broken glass, and emptying and removing all trash cans/receptacles. Clean-up shall be completed by 11:00 p.m. on Sunday, January 21, 2024.
6. The City declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
7. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during those events that are part of Freezefest.
8. Freezefest shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
9. Freezefest shall be responsible for developing, enacting, and enforcing an Emergency Action Plan covering emergencies, including but not limited to weather related emergencies, that may arise during the course of the Freezefest, a copy of which Freezefest agrees to submit to the City at least thirty (30) days prior to the beginning of Freezefest.
10. In the event Freezefest allows mobile food vendor units, as defined by Bloomington Municipal Code Chapter 4.28, and/or pushcarts, as defined by Bloomington Municipal Code Chapter 4.30, to locate inside of their Special Event area, the following additional conditions shall specifically apply to any mobile food vendor units and/or pushcarts:
 - a. Shall obtain a permit from the Monroe County Health Department;
 - b. If a spark, flame or fire is used, an open burn permit from Bloomington Fire Department shall be obtained;
 - c. Shall not attach any portion of their unit or cart to a building, tree, telephone pole, streetlight pole, traffic signal pole or fire hydrant;
 - d. Shall not use any public electrical outlet;
 - e. Shall only be permitted to utilize a private electrical outlet if a licensed electrician has provided written documentation that said outlet is capable of handling the unit or pushcart’s electrical needs;
 - f. Shall serve their food and beverages in containers that do not allow the food or beverages to fall onto the street or sidewalk.
 - g. If utilizing a grill or device that results in a spark, flame or fire shall do the following: locate at least 20 feet away from a building; provide a barrier between the grill or device and the public; not allow the spark or flame to exceed 12 inches in height; and have a fire extinguisher within reaching distance;
 - h. Shall contain an approved grease interceptor or grease trap;
 - i. If a generator is utilized, the generators shall not exceed 70dBa;
 - j. Shall maintain the food storage areas in a manner that are free from rats, mice, flies and other insects or vermin.

11. Freezefest, its officers, directors, agents, employees, members, successors and assigns, do hereby indemnify and hold harmless the City, its Boards, officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

12. _____, a duly authorized representative of Freezefest, represents that he/she is fully empowered by proper action of Freezefest to bind Freezefest to the terms and conditions set forth in this Resolution and does so bind Freezefest by his/her signature set forth below.

ADOPTED THIS 19TH DAY OF DECEMBER, 2023.

BOARD OF PUBLIC WORKS:

FREEZEFEST

Kyla Cox Deckard, President

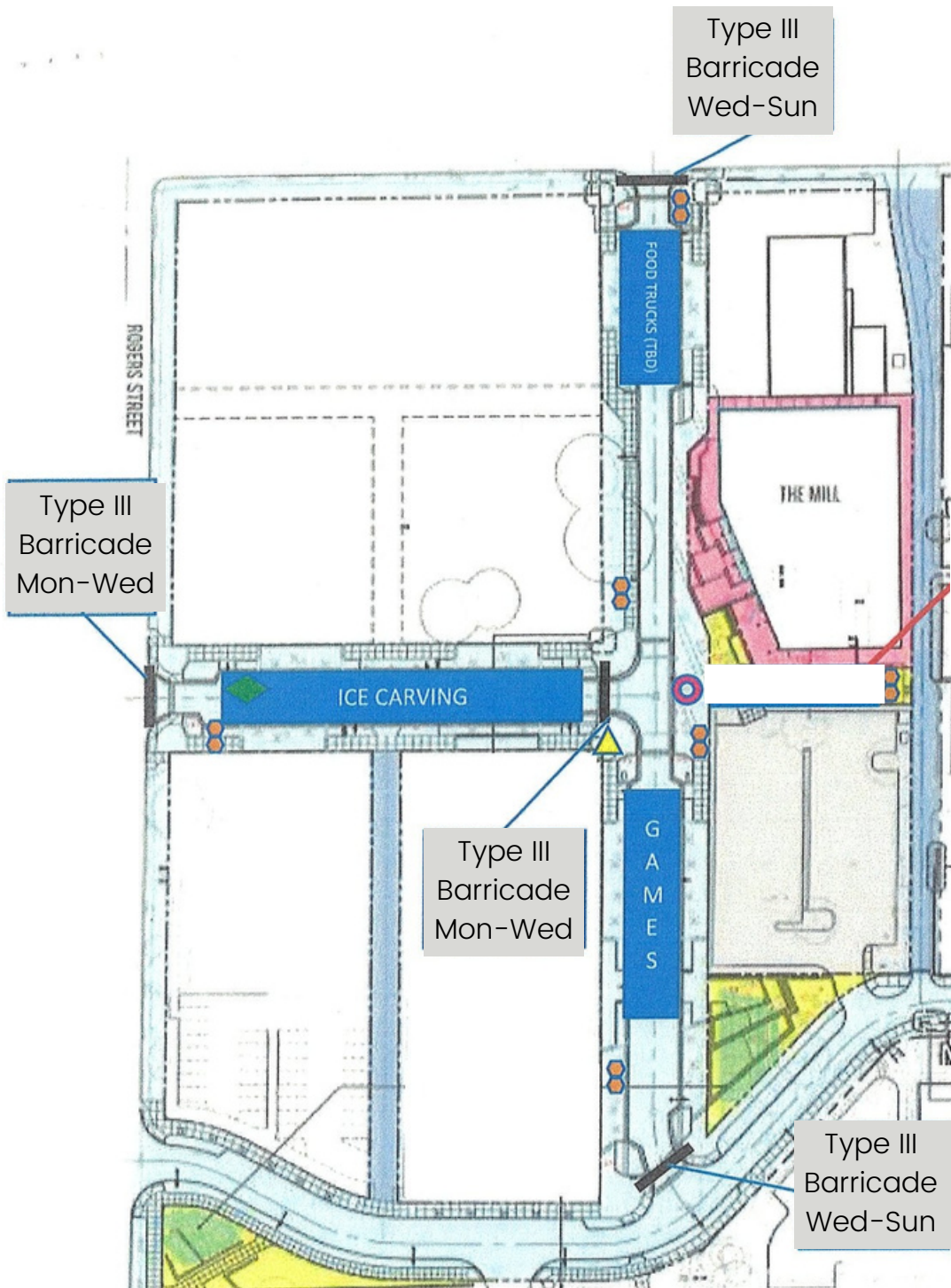
Signature

Elizabeth Karon, Vice President

Printed Name

Jane Kupersmith, Secretary

Title



Legend:



= 1 trash and 1 recycling bin



= 2 regular portolets and 1 handicap



= dumpsters for bulky carving waste and bulky recycling items



Board of Public Works Staff Report

Project/Event: 2024 Kone Repair Service Contract
Petitioner/Representative: Public Works
Staff Representative: JD Boruff
Date: 12.19.2023

This service agreement has two components:

1. The first part is regularly scheduled inspections and preventative maintenance. This portion of the agreement has a fixed price of \$37,233.00.
2. The second portion of the agreement is for repairs outside of the scope of inspections or preventative maintenance. Such repairs would include shaft cleaning, repairs outside of working hours, replacement of devices/parts not included in warranty, & additional inspections or requested repairs. An amount not to exceed \$31,500.00 has been included in the agreement to cover these

This agreement will cover the following locations:

- 4th Street Garage
- Morton Street Garage
- Walnut Street Garage
- Trades District Garage
- City Hall
- BPD Dispatch Center

Total cost of Service Contract = \$68,733.00

Fund Line: 452.26.260000.53610 (Building Repair), 101.19.190000.53610,
101.14.145000.53610

City of Bloomington Contract and Purchase Justification Form

Vendor: KONE

Contract Amount: \$68,733.00

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

PURCHASE INFORMATION

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

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

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

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

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

This agreement combines the regularly scheduled inspections and preventative maintenance and any repairs outside the scope of the regular inspection and preventative maintenance. Kone has the current contract. This contract will cover the following locations: Morton, Walnut, 4th St. and Trades Garages, City Hall, and BPD Dispatch Center

JD Boruff

Director

Facilities

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
Kone, Inc.**

This Agreement, entered into on this 19th day of December, 2023, by and between the City of Bloomington Department of Public Works (the “Department”), and Kone, Inc. (“Contractor”).

Article 1. Scope of Services After receiving a **Notice to Proceed**, Contractor shall perform repair and maintenance services of the following types: regular elevator inspections, preventative maintenance, elevator repair, and parts installation. These services will be performed at the Morton, Walnut, 4th, and Trades Garages, City Hall, and BPD Dispatch Center. Regular inspections and preventative maintenance services will be performed for a set price Thirty Seven Thousand Two Hundred Thirty Three Dollars (\$37,233.00). The scope of these inspections and preventative maintenance are defined in the separate agreement titled KONE Care Maintenance Agreement entered into between Kone and The City of Bloomington. Repairs outside the scope of regular inspections or preventative maintenance, or any additional inspections requested by the owner (“Services”) will be performed for a set price of Four Hundred Thirteen dollars and Nine Cents (\$413.09) per hour Monday-Friday 8:00 am - 4:00 pm for one person, with an additional Three Hundred and Fifty Two Dollars and Sixteen Cents (\$352.16) per hour for each additional person. Any work performed outside of those hours, including evenings, weekends, and holidays, will be performed at the rate of Seven Hundred and Ninety Three Dollars and Ninety Three Cents (\$793.93) per hour for one person, with an additional Six Hundred and Fifty Three Dollars and Forty Eight Cents (\$653.48) for each additional person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Jess Goodman, Parking Garage Manager and J.D. Boruff, Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Sixty Eight Thousand Seven Hundred Thirty Three Dollars (\$68,733.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45)

days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

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

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

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

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

Article 11. Indemnification Contractor shall indemnify and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or

negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) 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) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a

City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

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

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

Department: City of Bloomington Public Works, JD Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: KONE INC 5201 Park Emerson Drive, Suite O Indianapolis, Indiana 46203.

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

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

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

Article 26: Living Wage Ordinance Contractor is considered "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and therefore is required to pay its covered employees at least a living wage. Currently, the living wage is \$15.75 per hour for covered

employees, and up to 15% of that amount, or \$2.29, may be in the form of the covered employer's contribution to health insurance available to the covered employee.

Contractor 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.

CITY OF BLOOMINGTON

KONE, INC

Beth Cate, Corporation Counsel

John Hadley, Branch Manager

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20_____.

KONE, INC

By: _____

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 _____, 2022.

Notary Public Printed Name

Notary Public's Signature

My Commission Expires: _____

County of Residence: _____

My Commission #: _____

EXHIBIT “C”

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the Click here to enter text. of Click here to enter text.
(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: Click here to enter text.
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: Click here to enter text.
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of _____
_____, 2023.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed



Board of Public Works Staff Report

Project/Event: 2024 Service Agreement with Nature's Way, Inc. for Plant Maintenance at City Hall

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: December 19, 2023

This contract is for plant maintenance at City Hall.

Compensation not to exceed \$4,453.20

Respectfully submitted,

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

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Nature's Way

Contract Amount: \$4,453.20

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

PURCHASE INFORMATION

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

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

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

of Submittals: 0

	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
	<input type="checkbox"/>	<input checked="" type="checkbox"/>

We renew a service agreement with Nature's Way every year.

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

We renew a service agreement with Nature's Way every year.

JD Boruff

Facilities Director

Department of Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
NATURE’S WAY, INC.**

This Agreement, entered into on this 19th day of December, 2023, by and between the City of Bloomington Public Works Department (the “Department”), and Nature’s Way, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall provide regular weekly maintenance of the potted plants placed throughout City Hall. Plants shall be maintained in a good and healthy condition and shall be replaced when needed. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Public Works Operations and Facilities Director, as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Four Hundred-Fifty Three Dollars and Twenty Cents (\$4,453.20). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services depending on Department needs.

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) 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) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

Department: City of Bloomington, Attn: **J. D. Boruff, 401 N. Morton St., Suite 120, Bloomington, IN 47404.**

Contractor: **Nature's Way, Inc., Attn: Beth Matney, 7330 N. Wayport Road, Bloomington, IN 47408.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

Article 25. Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.

CITY OF BLOOMINGTON

NATURE'S WAY, INC.

John Hamilton, Mayor

Beth Matney, Chief Financial Officer

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT A

E-VERIFY AFFIDAVIT

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 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____.

Notary Public's Signature

My Commission Expires: _____

Commission Number: _____

Printed Name of Notary Public

County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

NATURE’S WAY, INC.

By: _____
Signature

Printed Name

STATE OF _____)
) 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____.

Notary Public’s Signature

My Commission Expires: _____

Commission Number: _____

Printed Name of Notary Public

County of Residence: _____



Board of Public Works Staff Report

Project/Event: Cooperative Services Agreement Program Partnership with
Centerstone of Indiana, Inc.

Petitioner/Representative: Department of Public Works

Staff Representative: Adam Wason, Director

Meeting Date: December 19, 2023

The purpose of this agreement is to provide well maintained and clean public spaces through a program partnership which allows their clients to work for Centerstone as part of the Brighten B-Town Program.

City of Bloomington Contract and Purchase Justification Form

Vendor: Centerstone of Indiana, Inc.

Contract Amount: \$350,000.00

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

PURCHASE INFORMATION

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

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

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

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

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

Renewal of Cooperative Services Agreement with Centerstone of Indiana, Inc. to provide well maintained and clean public spaces through a program partnership which allows their clients to work for Centerstone as part of the Brighten B-Town Program.

Adam Wason

Director

Public Works

Print/Type Name

Print/Type Title

Department

**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 (“COB - DPW”) and Centerstone of Indiana, Inc. (“CS”).

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

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

WHEREAS, COB - DPW 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 B-Town by combining available resources from each Party to the Agreement.

II. Duration of Agreement

This Agreement shall be in effect from the date of signing until December 31, 2024 unless terminated earlier as provided under Section XI.

III. City of Bloomington Public Works Department Responsibilities

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

B. COB - DPW agrees to:

1. Define the work areas in the public rights-of-way to be cleaned and maintained under this program which may include: curb painting; vegetation and debris removal; snow removal; general maintenance; cleaning; and other efforts as part of the Brighten B-Town program administered by the Facilities Division of the Department of Public Works;
2. COB - DPW shall, under the coordination of the Public Works Director, the Facilities and Operations Manager, the Special Projects and Operations Manager, and the Downtown Specialist, coordinate the weekly work plans with CS to be completed during work hours of 9:00 a.m. - 2:00 p.m., Monday - Friday from the execution date through December 31, 2024;
3. Provide on-site training for the CS Brighten B-Town team members

on work zone safety, maintenance duties and expectations;

4. Provide maintenance equipment and supplies necessary to maintain the designated rights-of way;

5. Provide personal protection equipment for the CS Brighten B-Town team members; and

6. Pay CS invoiced amounts for labor costs of the COB-DPW and CS Brighten B-Town partnership. Payment shall not to exceed the rate of \$15.75, plus FICA for CS Brighten B-Town team members, which shall not exceed an aggregate amount of Three Hundred Fifty Thousand Dollars (\$350,000.00).

IV. CENTERSTONE Responsibilities

A. The goal of CS is to conduct an employment placement program for Centerstone Brighten B-Town.

B. CS agrees to:

1. Conduct hiring interviews, hire, pay, and assume liability/risk coverage for maintenance crews;

2. Provide up to ten (10) employees Monday through Friday from 7:30 a.m. - 2:30 p.m. to complete cleaning and maintenance tasks as described above;

3. Invoice COB - DPW monthly for labor costs, plus FICA depending on the positions filled and hours worked, at the rate of \$15.75 per hour for the calendar year 2024;

4. Provide transportation each day to the agreed upon work sites that are part of the weekly work plans;

5. Provide a Supervisor to transport and supervise crew on site;

6. Have substitute workers available to fill in or permanently take a spot on the crew;

7. Address behavioral issues that come up at sites;

8. Complete maintenance log daily per site; and

9. Communicate with designed COB - DPW staff on issues, progress, and supply needs.

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 - DPW in an amount not to exceed Three Hundred and Fifty Thousand Dollars (\$350,000.00);

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) 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; and c) 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 Department of Public Works, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. CS shall provide COB - DPW with a certificate of insurance prior to the commencement of operations under this Agreement. CS and its insurer shall notify COB - DPW 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 B-Town work crews safely and effectively. COB - DPW 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 December 2024; and

VI. Indemnification and Release

CS shall release, hold harmless, and indemnify the City of Bloomington, its 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-DPW. CS shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

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 - DPW
Christina L. Murphy	Adam Wason
645 S. Rogers St.	401 N. Morton Street
Bloomington, IN 47403	Bloomington, IN 47404
(812)337-2237	(812) 349-3410

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

Centerstone	COB - DPW
Christina L. Murphy	J. D. Boruff, Facilities
645 S. Rogers St.	812 325-2592
Bloomington, IN 47403	
(812) 337-2237	

IX. Non-Discrimination

CS shall comply with Bloomington Municipal Code 2.21.020 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-DPW 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.

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 A, 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. Termination

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

XIV. Integration and Modification

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

XV. 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. CS shall sign an affidavit, attached hereto as Exhibit B, affirming that CS has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

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 \$15.75 per hour for covered employees, and up to 15% of that amount, or \$2.36, may be in the form the covered employer’s contribution to health insurance available to the covered employee.

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 19th day of December, 2023.

CENTERSTONE OF INDIANA, INC.

Suzanne Koesel, CEO

Date

CITY OF BLOOMINGTON

Adam Wason, Director, COB - DPW

Date

Kyla Cox Deckard, President
Board of Public Works

Date

Beth Cate, Corporation Counsel

Date

EXHIBIT A

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of December, 2023.

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

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

Dated this _____ day of December, 2023.

CENTERSTONE OF INDIANA, INC.

By: _____
Suzanne Koesel, CEO

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2023.

Notary Public

Printed name

My Commission Expires: _____

County of Residence: _____

EXHIBIT "C"

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the Click here to enter text. of Click here to enter text.
 (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: Click here to enter text.
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: Click here to enter text.
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of _____
_____, 2023.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/15/2023	Payroll				521,225.90
					<u>521,225.90</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 \$ 521,225.90

Dated this 19th day of December year of 2023.

Kyla Cox Deckard, President Elizabeth Karon, Vice President Jane Kupersmith, 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: Award Construction Contract to E&B Paving Inc. for the Morningside Drive Greenway Project

Petitioner/Representative: Engineering Department

Staff Representative: Zac Rogers

Date: December 19th, 2023

Report: This project shall include, but is not limited to, asphalt speed cushions and adjacent curb bumpouts, incidental patching at front of curbs, and restoration of areas behind these installations with topsoil, sodding and some trees. Intersection improvements at the intersection of Park Ridge Road shall include bumpouts and ramp modifications in two of the intersection corners. Contractor shall install concrete curbs, sidewalks, and ramps where indicated on the Plans. Contractor shall install or modify permanent signs and pavement markings. Work includes two curbed rain gardens with perennial plants.

The project will require closing Morningside Drive to local traffic only. Saratoga Drive used as a detour route.

Bids were publicly opened and read aloud on December 15th, 2023 3:00pm, in the McCloskey room. E&B Paving, LLC was the lowest responsive and reasonable bidder.

Bidder	Amount
E&B Paving, LLC	\$368,905.00

Engineering recommends awarding the contract to E&B Paving Inc.

City of Bloomington Contract and Purchase Justification Form

Vendor: E&B Paving Inc

Contract Amount: \$368,905.00

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

PURCHASE INFORMATION

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

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

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

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

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

E&B Paving Inc was the lowest responsive and responsible bidder.

Zac Rogers

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

CONTRACTOR

FOR

MORNINGSIDE DRIVE GREENWAY

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and E&B Paving Inc., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the installation of asphalt speed cushions and curb bumpouts, two curbed rain gardens, intersection improvements, incidental patching, and restoration of areas with topsoil, sodding and trees. (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 sixty (60) 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 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

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

4.07 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, the Owner may direct the escrow agent or the Board to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent 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 Owner or another party under contract with Owner, said funds shall be released to Owner.

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

Unsuitable performance of the work as determined by CITY ENGINEER or his or her representative.

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

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

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

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

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmative Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

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

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

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

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

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	E&B Paving Inc
Attn: Zac Rogers	Attn: Garrett Gough
401 N Morton Street, Suite 130	2520 W Industrial Park Dr.
Bloomington, Indiana 47404	Bloomington, IN 47404

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

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the

Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

5.19 Drug Testing Plan

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

5.20 Living Wage Ordinance

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

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Elizabeth Karon, Vice President

Printed Name

Jane Kupersmith, Vice President

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

MORNINGSIDE DRIVE GREENWAY

This project shall include, but is not limited to, asphalt speed cushions and adjacent curb bumpouts, incidental patching at front of curbs, and restoration of areas behind these installations with topsoil, sodding and some trees. Intersection improvements at the intersection of Park Ridge Road shall include bumpouts and ramp modifications in two of the intersection corners. Contractor shall install concrete curbs, sidewalks, and ramps where indicated on the Plans. Contractor shall install or modify permanent signs and pavement markings. Work includes two curbed rain gardens with perennial plants.

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'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)
) SS:

COUNTY OF _____)

AFFIDAVIT

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

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

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

Signature

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 'E'

"Unit Prices"

Line Item	Item	Description	Quantity	Unit	Unit Cost	Total
1	105-06845	CONSTRUCTION ENGINEERING	1	LS	\$9,500.00	\$9,500.00
2	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$18,000.00	\$18,000.00
3	201-52370	CLEARING RIGHT OF WAY	1	LS	\$54,000.00	\$54,000.00
4	203-02070	BORROW	56	CYS	\$135.00	\$7,560.00
5	211-09266	STRUCTURE BACKFILL, TYPE 3	3	CYS	\$185.00	\$555.00
6	303-01180	COMPACTED AGGREGATE NO 53	18	TON	\$200.00	\$3,600.00
7	304-12624	HMA PATCHING, PARTIAL DEPTH, TYPE B	19	TON	\$365.00	\$6,935.00
8	305-07468	PCCP BASE PATCHING, 12 IN	235	SYS	\$104.00	\$24,440.00
9	402-05495	HMA SPEED CUSHION	11	EACH	\$2,700.00	\$29,700.00
10	402-05496	HMA SPEED HUMP	3	EACH	\$4,300.00	\$12,900.00
11	406-05521	ASPHALT FOR TACK COAT	235	SYS	\$1.00	\$235.00
12	604-06070	SIDEWALK, CONCRETE	34	SYS	\$180.00	\$6,120.00
13	604-08086	CURB RAMP, CONCRETE	50	SYS	\$230.00	\$11,500.00
14	604-12083	DETECTABLE WARNING SURFACES	7	SYS	\$320.00	\$2,240.00
15	605-06120	CURB, CONCRETE	563	LFT	\$78.00	\$43,914.00
16	605-06125	CURB, CONCRETE, MODIFIED - REINFORCED	62	LFT	\$170.00	\$10,540.00
17	605-06155	CURB AND GUTTER, CONCRETE, MODIFIED - FOR TRENCH DRAINS	72	LFT	\$188.00	\$13,536.00
18	605-97937	CURB AND GUTTER, ROLL CURB	113	LFT	\$78.00	\$8,814.00
19	611-08232	MAILBOX ASSEMBLY, RESET, SINGLE	1	EACH	\$350.00	\$350.00
20	621-08538	FINE-GROUND HARDWOOD MULCH	4	CYS	\$125.00	\$500.00
21	616-06396	RIPRAP, LARGE AGG RIVER ROCK	9	TON	\$125.00	\$1,125.00
22	621-06570	TOPSOIL	56	CYS	\$210.00	\$11,760.00
23	621-09273	WEED BARRIER	38	SYS	\$3.15	\$119.70
24	621-09867	MULCHED SEEDING, CITY CUSTOM MIX	232	SYS	\$4.35	\$1,009.20
25	621-09908	SOIL, ENGINEERED	25	CYS	\$285.00	\$7,125.00
26	622-05650	PLANT, DECIDUOUS TREE, SINGLE STEM, OVER 2 IN. TO 2.5 IN.	8	EACH	\$735.00	\$5,880.00
27	622-05654	PLANT, PERENNIAL	119	EACH	\$33.00	\$3,927.00
28	702-90915	CLASS A CONCRETE	2	CYS	\$650.00	\$1,300.00
29	715-05149	PIPE, TYPE 2, CIRCULAR, DIAMETER 12 IN.	20	LFT	\$145.00	\$2,900.00
30	720-04682	INLET, TYPE J, RESET	1	EACH	\$3,700.00	\$3,700.00
31	720-07309	TRENCH DRAIN, WITH ADA CASTINGS	72	LFT	\$165.00	\$11,880.00
32	721-10149	DEBRIS SCREEN	2	EACH	\$3,700.00	\$7,400.00
33	801-04308	ROAD CLOSURE SIGN ASSEMBLY	4	EACH	\$350.00	\$1,400.00
34	801-06640	CONSTRUCTION SIGN, A	13	EACH	\$220.00	\$2,860.00
35	801-06645	CONSTRUCTION SIGN, B	11	EACH	\$110.00	\$1,210.00
36	801-06775	MAINTAINING TRAFFIC	1	LS	\$20,802.60	\$20,802.60
37	801-07119	BARRICADE, III-B	100	LFT	\$17.75	\$1,775.00
38	802-05704	SIGN POST, SQUARE TYPE 1 UNREINFORCED ANCHOR BASE	96	LFT	\$31.50	\$3,024.00
39	802-07060	SIGN, SHEET, RELOCATE	9	EACH	\$265.00	\$2,385.00
40	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	56	SFT	\$31.50	\$1,764.00
41	808-02977	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, BIKE SYMBOL	1	EACH	\$420.00	\$420.00
42	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	65	LFT	\$14.00	\$910.00
43	808-02979	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, SPEED CUSHION MARKING	25	EACH	\$315.00	\$7,875.00
44	808-06609	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, BIKE SYMBOL CHEVRON (PAIRS) WHITE	1	EACH	\$500.00	\$500.00
45	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	31	LFT	\$14.00	\$434.00
46	808-95933	CURB PAINTING, YELLOW	155	LFT	\$3.10	\$480.50
		Total				\$368,905.00

ATTACHMENT "F"

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the [Click here to enter text.](#) of [Click here to enter text.](#)
(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: [Click here to enter text.](#)
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: [Click here to enter text.](#)
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of _____, 2023.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number



Board of Public Works Staff Report

Project/Event: Award Construction Contract to E&B Paving, for the Hawthorne, Weatherstone & Miller Neighborhood Greenways

Petitioner/Representative: Engineering Department

Staff Representative: Jeremy Inman

Date: December 19th, 2023

Report: This project shall include, but is not limited to, the installation of asphalt speed cushions and speed humps, asphalt trail, concrete curb bump outs, concrete curb ramps, pavement markings, signs, rectangular rapid flashing beacons, incidental patching, removal of trees, and restoration of areas with topsoil, sodding and trees.

This project will require flagging some brief road closures for the following roads Hawthorne, Weatherstone, Miller & High Street (see map that has been provided).

Bids were received, at or before 3:00 pm EST on Friday, December 15, 2023. Bids will be publicly open and read aloud at 3:00 pm in the McCloskey Room of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana

Bidder	Amount
E&B Paving	873,378.00

Engineering recommends awarding the contract to E&B Paving

City of Bloomington Contract and Purchase Justification Form

Vendor: E&B Paving

Contract Amount: \$873,378.00

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

PURCHASE INFORMATION

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

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

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

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

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

E&B Paving was the lowest responsible and responsive bidder.

Jeremy Inman

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

CONTRACTOR

FOR

HAWTHORNE, WEATHERSTONE AND MILLER NEIGHBORHOOD GREENWAYS

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and E & B Paving, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for this project. The project shall include, but is not limited to, the installation of asphalt speed cushions and speed humps, asphalt trail, concrete curb bump outs, concrete curb ramps, pavement markings, signs, rectangular rapid flashing beacons, incidental patching, removal of trees, and restoration of areas with topsoil, sodding and trees. (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 ONE-HUNDRED (100) 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 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

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

4.07 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, the Owner may direct the escrow agent or the Board to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent 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 Owner or another party under contract with Owner, said funds shall be released to Owner.

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

Unsuitable performance of the work as determined by CITY ENGINEER or his or her representative.

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

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

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

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

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmative Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

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

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

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

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

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	E&B Paving Bloomington
Attn: Jeremy Inman	Attn: Garrett Gough
P.O. Box 100 Suite 130	2520 W Industrial Park Drive
Bloomington, Indiana 47402	Bloomington, Indiana 47404

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

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within 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.

5.20 Living Wage Ordinance

Contractor is considered "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and therefore is required to pay its covered employees at least a living wage. Currently, the living wage is \$15.75 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form of the covered employer's contribution to health insurance available to the covered employee.

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Elizabeth Karon, Vice President

Printed Name

Jane Kupersmith, Vice President

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

HAWTHORNE, WEATHERSTONE & MILLER NEIGHBORHOOD GREENWAYS

This project shall include, but is not limited to, This project shall include, but is not limited to, the installation of asphalt speed cushions and speed humps, asphalt trail, concrete curb bump outs, concrete curb ramps, pavement markings, signs, rectangular rapid flashing beacons, incidental patching, removal of trees, and restoration of areas with topsoil, sodding and trees.

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'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)
) SS:

COUNTY OF _____)

AFFIDAVIT

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

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

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

Signature

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 'E'

"Unit Prices"

Line Item	Item Number	Description	Quantity	Unit	Unit Cost	Total
1	105-06845	CONSTRUCTION ENGINEERING	1	LS	\$17,000.00	\$17,000.00
2	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$40,620.00	\$40,620.00
3	201-52370	CLEARING RIGHT-OF-WAY	1	LS	\$135,000.00	\$135,000.00
4	203-02070	BORROW	98	CYS	\$72.00	\$7,056.00
5	205-12108	STORMWATER MANAGEMENT BUDGET	1200	DOL	\$1.00	\$1,200.00
6	207-08266	SUBGRADE TREATMENT, TYPE III	208	SYS	\$29.00	\$6,032.00
7	207-09935	SUBGRADE TREATMENT, TYPE IC	98	SYS	\$45.00	\$4,410.00
8	211-09265	STRUCTURE BACKFILL, TYPE 2	5	CYS	\$140.00	\$700.00
9	211-09268	STRUCTURE BACKFILL, TYPE 5	3	CYS	\$257.00	\$771.00
10	301-12234	COMPACTED AGGREGATE, NO. 53	49	CYS	\$140.00	\$6,860.00
11	305-07468	PCC BASE PATCHING, 12 IN.	121	SYS	\$65.00	\$7,865.00
12	306-08159	MILLING, ASPHALT, SCARIFICATION TO 1 1/2 IN.	23	SYS	\$650.00	\$14,950.00
13	402-05497	HMA SPEED CUSHION, 12FT	16	EACH	\$2,050.00	\$32,800.00
14	402-05498	HMA SPEED CUSHION, 14FT	9	EACH	\$2,275.00	\$20,475.00
15	406-05520	ASPHALT FOR TACK COAT	1	TON	\$775.00	\$775.00
16	401-07321	QC/QA-HMA, 2, 64, SURFACE, 9.5 mm	4	TON	\$700.00	\$2,800.00
17	401-10258	JOINT ADHESIVE, SURFACE	440	LFT	\$3.00	\$1,320.00
18	401-11785	LIQUID ASPHALT SEALANT	440	LFT	\$1.05	\$462.00
19	402-07451	HMA WEDGE AND LEVEL, TYPE B	5	TON	\$700.00	\$3,500.00
20	604-04453	LIMESTONE QUARRY BLOCKS	7	EACH	\$1,400.00	\$9,800.00
21	604-	HMA FOR SIDEWALK	26	TON	\$500.00	\$13,000.00

	05528					
22	604-06070	SIDEWALK, CONCRETE	231	SYS	\$105.00	\$24,255.00
23	604-08086	CURB RAMP, CONCRETE	196	SYS	\$250.00	\$49,000.00
24	604-12083	DETECTABLE WARNING SURFACES	34	SYS	\$575.00	\$19,550.00
25	605-06120	CURB, CONCRETE	144	LFT	\$74.00	\$10,656.00
26	605-06125	CURB, CONCRETE, MODIFIED	527	LFT	\$93.00	\$49,011.00
27	605-06140	CURB AND GUTTER, CONCRETE	306	LFT	\$93.00	\$28,458.00
28	605-06155	CURB AND GUTTER, CONCRETE, MODIFIED	120	LFT	\$93.00	\$11,160.00
29	605-97937	CURB AND GUTTER, ROLL CURB	28	LFT	\$93.00	\$2,604.00
30	610-07487	HMA FOR APPROACHES, TYPE B	49	TON	\$400.00	\$19,600.00
31	611-08232	MAILBOX ASSEMBLY, RESET, SINGLE	1	EACH	\$650.00	\$650.00
32	621-06570	TOPSOIL	119.12	CYS	\$250.00	\$29,780.00
33	621-01004	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	2	EACH	\$1,100.00	\$2,200.00
34	621-09867	MULCHED SEEDING, CITY CUSTOM MIX	177	SYS	\$4.00	\$708.00
35	621-06545	FERTILIZER	0.01	TON	\$800.00	\$8.00
36	621-06567	WATER	11	KGAL	\$1.00	\$11.00
37	621-06575	SODDING, NURSERY	274	SYS	\$15.00	\$4,110.00
38	622-05650	PLANT, DECIDUOUS TREE, SINGLE STEM, OVER 2 IN. TO 2.5 IN.	26	EACH	\$800.00	\$20,800.00
39	715-46005	PIPE END SECTION, DIAMETER 15 IN.	2	EACH	\$890.00	\$1,780.00
40	715-05119	PIPE, TYPE 1, CIRCULAR, DIAMETER 15 IN.	25	LFT	\$188.00	\$4,700.00
41	720-12797	CASTING, INLET, ADJUST TO GRADE	2	EACH	\$1,060.00	\$2,120.00
42	720-12798	CASTING, MANHOLE, ADJUST TO GRADE	2	EACH	\$1,060.00	\$2,120.00
43	801-06775	MAINTAINING TRAFFIC	1	LS	\$84,860.20	\$84,860.20
44	802-05705	SIGN POST, SQUARE, TYPE 2, UNREINFORCED ANCHOR BASE	306	LFT	\$30.00	\$9,180.00
45	802-	SIGN, SHEET ASSEMBLY, RELOCATE	2	EACH	\$250.00	\$500.00

	07058					
46	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN. THICKNESS	228	SFT	\$30.00	\$6,840.00
47	802-09840	SIGN, SHEET, WITH LEGEND, 0.100 IN. THICKNESS	25	SFT	\$30.00	\$750.00
48	802-11843	RADAR SPEED DISPLAY SIGN ASSEMBLY	4	EACH	\$11,595.00	\$46,380.00
49	805-02645	SIGNAL POLE FOUNDATION, 24 IN. X 24 IN. X 36 IN.	6	EACH	\$3,830.00	\$22,980.00
50	805-09451	SIGNAL POLE, PEDESTAL, 15 FT	4	EACH	\$2,000.00	\$8,000.00
51	805-11799	RECTANGULAR RAPID FLASHING BEACON ASSEMBLY	4	EACH	\$9,120.00	\$36,480.00
52	805-11817	PEDESTRIAN PUSH BUTTON, APS	6	EACH	\$1,265.00	\$7,590.00
53	805-12650	SIGNAL POLE, PEDESTAL, 5 FT	2	EACH	\$1,980.00	\$3,960.00
54	808-02977	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, BIKE SYMBOL	15	EACH	\$400.00	\$6,000.00
55	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	240	LFT	\$13.00	\$3,120.00
56	808-06609	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, CHEVRON (PAIRS) WHITE	25	EACH	\$475.00	\$11,875.00
57	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	20	LFT	\$2.00	\$40.00
58	808-11482	LINE, THERMOPLASTIC, DOTTED, WHITE, 4 IN.	39	LFT	\$2.00	\$78.00
59	808-75215	LINE, THERMOPLASTIC, SOLID, WHITE, 12 IN.	144	LFT	\$7.00	\$1,008.00
60	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	216	LFT	\$1.30	\$280.80
61	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	115	LFT	\$13.00	\$1,495.00
62	808-75300	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 6 IN.	271	LFT	\$4.00	\$1,084.00
63	808-02979	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, SPEED HUMP MARKING	34	EACH	\$300.00	\$10,200.00
		Total				\$873,378.00

ATTACHMENT "F"

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the [Click here to enter text.](#) of [Click here to enter text.](#)
(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: [Click here to enter text.](#)
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: [Click here to enter text.](#)
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of _____, 2023.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number



Board of Public Works Staff Report

Project/Event: Award Construction Contract to Service Solutions of Bloomington for the Liberty Drive Street Sidewalk Project

Petitioner/Representative: Engineering Department

Staff Representative: Jeremy Inman

Date: December 19, 2023

Report:

This project shall include, but is not limited to, the modifying of drives and adding approximately 360' of sidewalk along Liberty Drive south of West 3rd Street. This work will be adjacent to the properties located at 3477 West 3rd Street and 3535 West 3rd Street. This work will require removing and replacing the private entrances of these properties. Work will also include the addition of approximately 360' of sidewalks, vegetation removal and replacement, and tree removal with adding 6 new trees.

This project will result in a partial lane merger of Liberty Drive during parts of the construction. The construction duration is for 60 days.

Funding is being provided by the Council Sidewalk Committee.

Bids were publicly opened and read aloud at approximately 12:00 pm on December 4th, 2023 at the Board of Public Works work session.

6 bids were received for the Liberty Drive Sidewalk Project.

Bidder	Amount
E&B Paving LLC	\$ 196,519.00

Project Status Report

River Town Construction, LLC	\$139,485.00
Service Solutions of Bloomington	\$97,268.73
Groomer Construction	\$99,972.40
Crider and Crider	\$126,697.50
Milestone	\$190,491.00

Engineering recommends awarding the contract to Service Solutions of Bloomington.

City of Bloomington Contract and Purchase Justification Form

Vendor: Service Solutions of Bloomington

Contract Amount: \$97,268.73

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

PURCHASE INFORMATION

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

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

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

	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
# of Submittals: 6				<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

Service Solutions of Bloomington was the lowest responsible and responsive bidder.

Jeremy Inman

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

CONTRACTOR

FOR

LIBERTY DRIVE SIDEWALK PROJECT

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and SERVICE SOLUTIONS OF BLOOMINGTON (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for this project shall include, but is not limited to, the modifying of drives and adding approximately 360' of sidewalk along Liberty Drive south of West 3rd Street. This work will be adjacent to the properties located at 3477 West 3rd Street and 3535 West 3rd Street. This work will require removing and replacing the private entrances of these properties. Work will also include the addition of approximately 360' of sidewalks, vegetation removal and replacement, and tree removal with adding 6 new trees. (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 (60) 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 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

4.05 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of Owner, at which time Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the

escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

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

4.07 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, the Owner may direct the escrow agent or the Board to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent 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 Owner or another party under contract with Owner, said funds shall be released to Owner.

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

Unsuitable performance of the work as determined by CITY ENGINEER or his or her representative.

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

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

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

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

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmative Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design

may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

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

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

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

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with 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	SERVICE SOLUTIONS OF BLOOMINGTON
Attn: JEREMY INMAN	ATTN: BRIAN KING
P.O. Box 100 Suite 130	3927 NIMIT DRIVE
Bloomington, Indiana 47402	BLOOMINGTON, INDIANA 47401

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

5.16 **Notice to Proceed** CONTRACTOR shall not begin the work pursuant to the “Scope of Work” of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 **Steel or Foundry Products**

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 **Verification of Employees’ Immigration Status**

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the

violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

5.19 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.

5.20 Living Wage Ordinance

Contractor is considered "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and therefore is required to pay its covered employees at least a living wage. Currently, the living wage is \$15.75 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form of the covered employer's contribution to health insurance available to the covered employee.

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY: _____
Kyla Cox Deckard, President

Elizabeth Karon, Vice President

Jane Kupersmith, Vice President

John Hamilton, Mayor of Bloomington

BY: _____
Contractor Representative

Printed Name

Title of Contractor Representative

ATTACHMENT 'A'

"SCOPE OF WORK"

LIBERTY DRIVE SIDEWALK PROJECT

This project shall include, but is not limited to this project shall include, but is not limited to, the modifying of drives and adding approximately 360' of sidewalk along Liberty Drive south of West 3rd Street. This work will be adjacent to the properties located at 3477 West 3rd Street and 3535 West 3rd Street. This work will require removing and replacing the private entrances of these properties. Work will also include the addition of approximately 360' of sidewalks, vegetation removal and replacement, and tree removal with adding 6 new trees.

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'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)
) SS:

COUNTY OF _____)

AFFIDAVIT

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

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

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

Signature

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 'E'

"Unit Prices"

Line	Item	Description	Quantity	Unit of	Unit Cost	Total
1	105-06845	CONSTRUCTION ENGINEERING	1	LS	\$3,500.00	\$3,500.00
2	109-08359	LIQUIDATED DAMAGES	0	DOL	\$0.00	
3	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$4,000.00	\$4,000.00
4	201-52370	CLEARING RIGHT OF WAY	1	LS	\$1,500.00	\$1,500.00
5	202-02279	CURB AND GUTTER, REMOVE	187	LFT	\$9.36	\$1,750.32
6	301-12234	COMPACTED AGGREGATE NO. 53	130	TON	\$59.38	\$7,719.40
7	604-06070	SIDEWALK, CONCRETE	218	SYS	\$52.07	\$11,351.26
8	604-08086	CURB RAMP, CONCRETE	10	SYS	\$260.00	\$2,600.00
9	604-12083	DETECTABLE WARNING SURFACES	4	SYS	\$750.00	\$3,000.00
10	605-06120	CURB, CONCRETE	184	LFT	\$34.24	\$6,300.16
11	621-04978	SEED MIXTURE	348	SYS	\$4.31	\$1,499.88
12	621-06570	TOPSOIL	106	CYS	\$18.86	\$1,999.16
13	622-05650	PLANT, DECIDUOUS TREE, SINGLE STEM, OVER 2 IN. TO 2.5 IN.	6	EACH	\$1,500.00	\$9,000.00
14	502-06457	PCCP, 9 IN.	236	SYS	\$126.06	\$29,750.16
15	802-02158	SIGN PANEL, REMOVE AND REINSTALL	1	EACH	\$250.00	\$250.00
16	801-06775	MAINTAINING TRAFFIC	1	LS	\$1,500.00	\$1,500.00
17	205-02459	EROSION CONTROL	1	LS	\$2,900.00	\$2,900.00
18	202-02240	PAVEMENT REMOVAL, modified	223	SYS	\$17.93	\$3,998.39
19	201-02255	TREE 18 IN., REMOVE	1	EACH	\$1,350.00	\$1,350.00
20	304-07489	HMA PATCHING, MODIFIED	50	SYS	\$36.00	\$1,800.00
21	605-06156	Curb, Concrete, Transition	10	LFT	\$150.00	\$1,500.00
		Total				\$97,268.73

ATTACHMENT "F"

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the [Click here to enter text.](#) of [Click here to enter text.](#)
(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: [Click here to enter text.](#)
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: [Click here to enter text.](#)
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of _____, 2023.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number



Board of Public Works Staff Report

Project/Event: Award Construction Contract to E&B Paving, LLC.
for the 3rd Street Bicycle Lane Improvements

Petitioner/Representative: Engineering Department

Staff Representative: Zac Rogers

Date: December 15th, 2023

Report: This project shall include but not limited to, the installation of traffic separation barriers and delineators for a protected bike lane along East Third Street between South Indiana Avenue and South Eagleson Avenue.

This project will require a one lane rolling closure.

Bids were publicly opened and read aloud at approximately 3:00 pm on December 15th, 2023 in the McCloskey.

Bidder	Amount
E&B Paving LLC	\$35,200.00

Engineering recommends awarding the contract to E&B Paving, INC.

City of Bloomington Contract and Purchase Justification Form

Vendor: E&B Paving, LLC

Contract Amount: \$35,200.00

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

PURCHASE INFORMATION

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

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

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

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

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

E&B Paving, LLC was the lowest responsible and responsive bidder.

Zac Rogers

Print/Type Name

Project Manager

Print/Type Title

Engineering

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

CONTRACTOR

FOR

3rd Street Bicycle Lane Improvements

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and E&B Paving, LLC, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the installation of traffic separation barriers and delineators for a protected bike lane along East Third Street between South Indiana Avenue and South Eagleson Avenue (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within 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 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

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

4.07 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, the Owner may direct the escrow agent or the Board to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent 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 Owner or another party under contract with Owner, said funds shall be released to Owner.

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

Unsuitable performance of the work as determined by CITY ENGINEER or his or her representative.

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

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

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

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

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmative Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

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

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

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

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

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	E&B Paving
Attn: Zac Rogers	Attn: Garrett Gough
401 North Morton Street Suite 130	2520 W Industrial Park Drive
Bloomington, Indiana 47404	Bloomington, IN 47404

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

5.16 **Notice to Proceed** CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 **Steel or Foundry Products**

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 **Verification of Employees' Immigration Status**

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the

Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

5.19 Drug Testing Plan

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

5.20 Living Wage Ordinance

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

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Elizabeth Karon, Vice President

Printed Name

Jane Kupersmith, Vice President

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

3rd Street Bicycle Lane Improvements

This project shall include, but is not limited to, the installation of traffic separation barriers and delineators for a protected bike lane along East Third Street between South Indiana Avenue and South Eagleson Avenue.

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'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)
) SS:

COUNTY OF _____)

AFFIDAVIT

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

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

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

Signature

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 'E'

"Unit Prices"

Line Item	Item	Description	Quantity	Unit	Unit Cost	Total
1	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$1,750.00	\$1,750.00
2	801-06775	MAINTAINING TRAFFIC	1	LS	\$7,490.00	\$7,490.00
3	804-11921	DELINEATOR POST FLEXIBLE, TYPE II	20	EACH	\$200.00	\$4,000.00
4	804-93722	RUBBER DELINEATOR (3 BOLT) - MODIFIED	136	EACH	\$110.00	\$14,960.00
5	804-93723	RUBBER DELINEATOR (4 BOLT) - MODIFIED	40	EACH	\$175.00	\$7,000.00
		Total				\$35,200.00

ATTACHMENT "F"

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the [Click here to enter text.](#) of [Click here to enter text.](#)
(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: [Click here to enter text.](#)
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: [Click here to enter text.](#)
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of _____, 2023.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number



EVALUATION TABULATION
 PWP No. TBD
3rd Street Bicycle Lane Improvements
 RESPONSE DEADLINE: December 15, 2023 at 3:00 pm
 Report Generated: Friday, December 15, 2023

SELECTED VENDOR TOTALS

Vendor	Total
E&B Paving-- Bloomigton	\$35,200.00

TABLE 1

Vendor	Total
E&B Paving-- Bloomigton	\$35,200.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	E&B Paving-- Bloomigton
Is your Bid over \$10,000.00	Pass
Approved Affirmative Action Plan.	Pass
Is your bid over \$100,000.00?	Pass
Select payment option?	No Response
Will any subcontractors be performing work valued over \$10,000.00?	Pass
Subcontractor list.	No Response
Bid Guarantee, Is your Bid over \$150,000.00	Pass
Upload Bid Guarantee	No Response
If awarded the Project, will you be able to provide a Performance Bond and a Payment Bond??	Pass

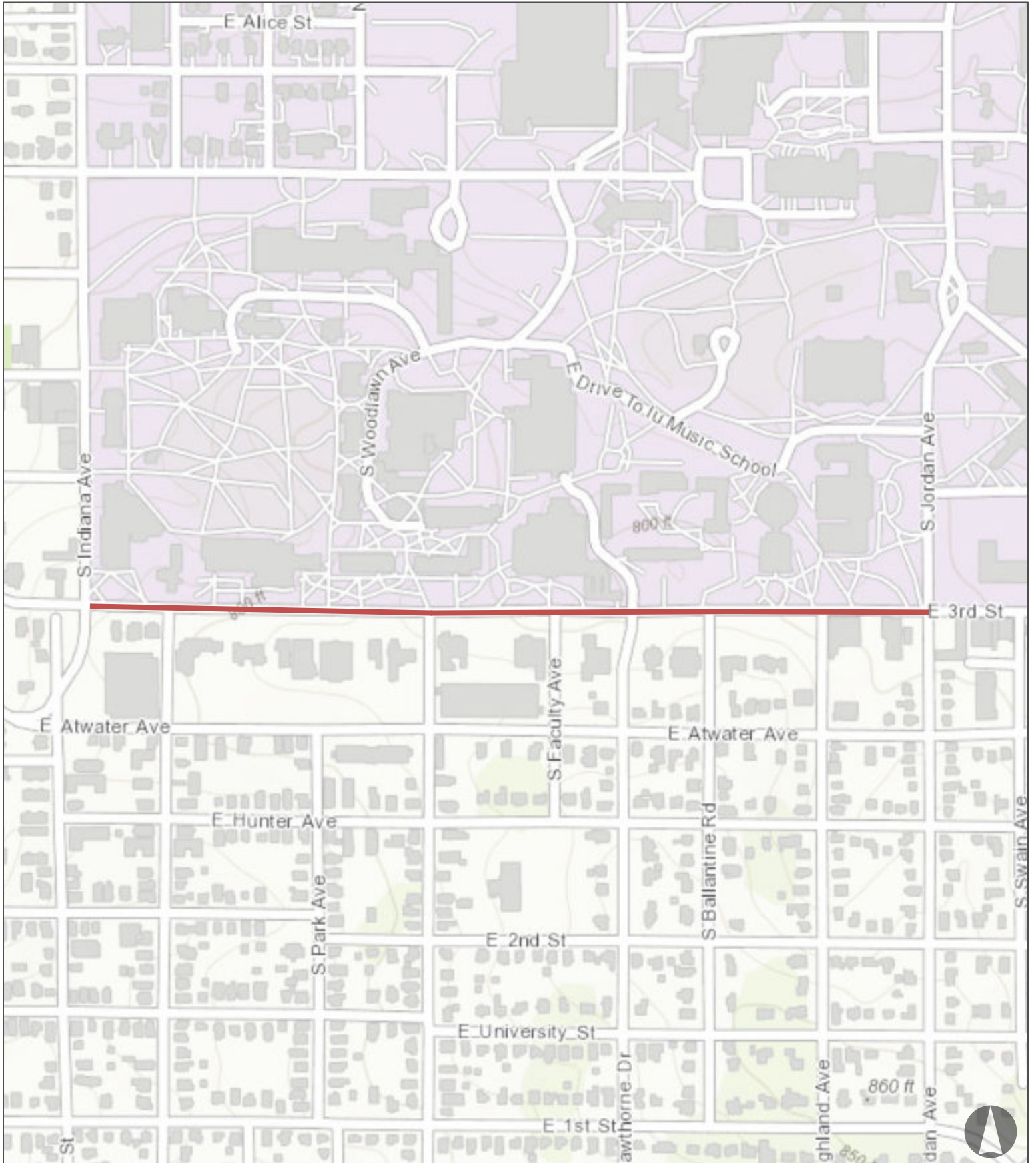
EVALUATION TABULATION

PWP No. TBD

3rd Street Bicycle Lane Improvements

Question Title	E&B Paving-- Bloomington
Drug Testing Policy, is your Bid over \$150,000.00?	Pass
Upload approved Drug Testing Policy.	No Response
If applicable, did you include the cost of a trench safety system in your bid?	Pass
Is your Bid over \$25,000.00?	Pass
Submit State Form 96.	Pass
When applicable, will you have the escrow held through Yellow Cardinal or by the Board?	Pass
Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.	Pass

3rd Street Protected Bike Lane



December 15, 2023 City of Bloomington

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City of Bloomington, Esri, HERE, Garmin, INCREMENT P,

City of Bloomington, Indiana. For use as map information only, information is NOT warranted.



Board of Public Works Staff Report

Project/Event: Approve Change Order Package #1 for the Hopewell East Project

Petitioner/Representative: Engineering Department

Staff Representative: Roy Aten

Date: December 19th, 2023

- **Report:** On June 21st, 2023 this project was awarded by the Board to Milestone Contractors LLC in the amount of \$13,373,284.90. On August 21st, 2023 the Board approved Change Order #1 in the amount of \$10,053.38. This package of change orders include the following change orders totaling an addition of \$154,571.81 to the contract, for a final contract amount of \$13,537,910.09.
 - CO #2, Trees, +\$11,353.00 – Throughout bidding and grading permit review the number of trees were adjusted in order to meet UDO requirements.
 - CO #3, Road Undercuts, +\$45,480.00 - During construction three sections of subgrade failed proof-roll. The areas were excavated, geogrid was installed, and compacted 53's added.
 - CO #4, Underground Storage Tanks (UST), +\$3,392.78 - During construction two underground storage tanks were discovered on site. This change order is for the original excavation of the area surrounding the tanks. The tanks were later removed through the Indiana Brownfields Program.
 - CO #5, Foundation Removal, +\$8,000.00 - During construction a large concrete foundation was discovered in the area of the old stone cutting mill. The foundation was excavated to a depth to allow the roadway to be constructed.
 - CO #6, S-20 Bollards, +\$58,792.03 - Bollard locations have been redesigned and changed from S-10 to S-20 bollards. The S-20 bollards are crash resistant bollards that will be used during public events.
 - CO #7, Aggregate Change, +\$20,750.00 - The aggregate type has been changed from #8 to #53s under the newly constructed roadway.
 - CO #8, Signage Changes, +\$6,804.00 - ADA and Back-in Parking signs have been added to the project in order to meet signage requirements.

City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contractors, LLC

Contract Amount: \$13,537,910.09

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

PURCHASE INFORMATION

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

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

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

	Yes	No	
# of Submittals: 1			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Construction project awarded to Milestone Contractors at the June 21st, 2023 meeting of the Board of Public Works. Change Orders are being processed in compliance with the contract documents.
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

Construction project awarded to Milestone Contractors at the June 21st, 2023 meeting of the Board of Public Works. Change Orders are being processed in compliance with the contract documents.

Award \$13,373,284.90
 CO #1 \$10,053.38
 CO PK #1 \$154,571.81
 Final \$13,537,910.09

Roy Aten

Print/Type Name

Senior Project Manager

Print/Type Title

Engineering

Department



City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Infrastructure

Description	Construction of infrastructure for Hopewell Phase I East Site.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	2
Status	Pending
Date Created	12/01/2023
Type	Other
Summary	Quantity adjustment to select tree items, as well as plant quantity adjustments.
Change Order Description	The quantities of the following pay items are increased or decreased by the quantity shown: Item No. 0161 [Deciduous Tree, Single Stem, 1.25" to 2.0"] +15.0 Each Item No. 0162 [Deciduous Tree, Single Stem, Over 2.0" to 2.5"] +2.0 Each Item No. 0165 [Deciduous Shrub, 18" to 24"] +14.0 Each Item No. 0166 [Coniferous, Broad Spreading] -24.0 Each Item No. 0169 [Plant, Perennial (#1)] -1.0 Each
Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,383,338.28
Change Order Amount	\$11,353.00
Revised Project Amount	\$13,394,691.28

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0161	622-05649	EACH	\$707.000	42.000	\$29,694.00	15.000	\$10,605.00	57.000	\$40,299.00
DECIDUOUS TREE, SINGLE STEM, 1.25" to 2" TO 2"									
0162	622-05650	EACH	\$710.000	80.000	\$56,800.00	2.000	\$1,420.00	82.000	\$58,220.00
DECIDUOUS TREE, SINGLE STEM, OVER 2" TO 2.5"									
0165	622-05639	EACH	\$65.000	484.000	\$31,460.00	14.000	\$910.00	498.000	\$32,370.00
DECIDUOUS SHRUB, 18" TO "24									
0166	SP	EACH	\$65.000	151.000	\$9,815.00	-24.000	-\$1,560.00	127.000	\$8,255.00
CONIFEROUS, BROAD SPREADING									
0169	SP	EACH	\$22.000	3,728.000	\$82,016.00	-1.000	-\$22.00	3,727.000	\$81,994.00
PLANT, PERENNIAL (#1)									
5 items			Totals		\$209,785.00		\$11,353.00		\$221,138.00

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

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date



City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Infrastructure

Description	Construction of infrastructure for Hopewell Phase I East Site.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	3
Status	Pending
Date Created	12/05/2023
Type	Changed Conditions
Summary	Undercuts from failed proof rolls at Centerstone's parking lot, Madison St and University St
Change Order Description	<p>09/08/2023 Centerstone Parking Lot: SW quadrant that runs E-W along 1st St and N-S along east side of Centerstone's building. One area SW of the parking lot entrance off 1st St. See Patriot Field Report from that day. Area undercut 10'x15'x1'</p> <p>10/04/2023 S Madison St: Proof rolled Madison St N-S from approx. Sta 23+00 -Sta 21+50. Had a failed area from South edge of Str#307 to approx. Sta 21+00 in SBL. Shawn Hawk from Patriot Eng. onsite for proof roll, recommended 12" undercut replaced with geogrid textile followed by 12" of compacted #53 aggregates. See Patriot Field Report from that day. Area undercut 17'x24'x1'</p> <p>11/16/2023 Madison St & University St: Undercut the area of Madison St & University St running approx. 5' South of Str#303, Once excavated placed geogrid on the excavated area then began backfilling with #53 stone placing and compacting with SDR in 1' lifts. The compacted #53's tested by Patriot Engineering. Passing Troxler tests ranging from 98% - 100%. Dirt crew continued working on the subgrade proof rolled approx. 200' of University St starting in the intersection of Madison St travelling EB. Shawn Hawk located and marked 2 additional areas to be undercut. Directed Milestone undercut 2', compact the excavated area with SD Roller then cover with geogrid, followed by 2-12" lifts of compacted #53's. Patriot Eng. Remained onsite for the duration of the undercuts testing the lifts in both locations with passing Troxler tests ranging from 98% - 106%. See Patriot Field Report from that day.</p> <p>11/16/2023 Undercuts: 1) 58'x20'x2'/27 = 85.93Cys.2)23'x27'x2'/27 = 46 Cys3) 9'x27'x4'/27 = 36 Cys4)25'x43'x2'/27 = 79.63 Cys5)23'x6'x2'/27 = 10.22 Cys</p>

Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,383,338.28
Change Order Amount	\$45,480.00
Revised Project Amount	\$13,428,818.28

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0025	203-02000	CYS	\$46.000	13,135.000	\$604,210.00	270.000	\$12,420.00	13,405.000	\$616,630.00
EXCAVATION, COMMON									
0027	SP	SYS	\$2.000	3,060.000	\$6,120.00	330.000	\$660.00	3,390.000	\$6,780.00
GEOGRID - INTERAX FILTERGRID NX750-FG									
0031	SP	TON	\$90.000	1,055.000	\$94,950.00	360.000	\$32,400.00	1,415.000	\$127,350.00
COMPACTED AGGREGATE NO. 53									
3 items			Totals		\$705,280.00		\$45,480.00		\$750,760.00

Attachments

Document	Name	Description	Submission Date
20230908-22-0925-11C-FieldReport-962.pdf	20230908-22-0925-11C-FieldReport-962.pdf	Patriot Field Report 09-08-2023	12/05/2023 03:17 PM EST

3 attachments

Document	Name	Description	Submission Date
20231004-22-0925-11C-FieldReport-1721.pdf	20231004-22-0925-11C-FieldReport-1721.pdf	Patriot Field Report 10-04-2023	12/05/2023 03:16 PM EST
22-0925-11C-20231106-FieldReport-Hopewell_BHRU_Phase_1_East-2260.pdf	22-0925-11C-20231106-FieldReport-Hopewell BHRU Phase 1 East-2260.pdf	Patriot Field Report 11-06-2023	12/05/2023 03:18 PM EST
3 attachments			

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

Engineer	Contractor	Board of Public Works
Title	Tommy Gott	Title
Date	Date	Date

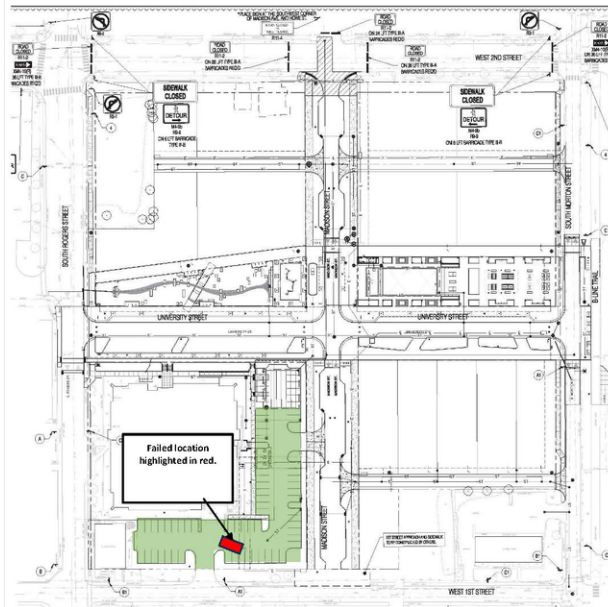


Trip Ticket					
Project #:	22-0925-11C	Date:	09/08/2023		
Project:	Hopewell BHRU Phase 1 East 39.16058159351322, -86.53901765048046	Client:	Rundell Ernstberger Associates 618 E Market Street Indianapolis, IN 46202		
Patriot Rep:	Shawn Hawk	Report #:	962		
Patriot PM:	Paige Lennon	Truck #:	203		
Time				Mileage	
	Start	End	Time (hours)	Mileage (miles)	
Briefing Time					
Time to Site			0.25	Miles to Site	3.0
On-Site	01:45 PM	02:45 PM	1.00	Miles on Site	
Lunch / Off-site					
Time to Office			0.25	Miles to Office	3.0
Login / Reporting Time			2.00		
Total:			3.50	Total:	6.0
SAMPLE PICKUP	# of Proctor Samples		# of Gradation Samples		# of Soil Class
	# of Cyls or Beams		# of Cubes		# of Grout Prisms
	# of Block Prisms		# of Ex/Grad Samples		# of F. P. Density
CONCRETE	Compressive Strength		# of Sets of Cyls		Total # of Cyls
	Flexural Strength		# of Sets of Beams		Total # of Beams
	Batch Plant Inspection		Pre-Cast Plant Inspection		FF/FL Testing
	Swiss Hammer		Windsor Probe #		Yield
MASONRY	Grout Prisms		# of Sets of Prisms		Total # of Prisms
	Mortar / Grout Cubes		# of Sets of Cubes		Total # of Cubes
	Batch Plant Inspection		Special Inspection		Other
SOILS	Proof Roll Observation	X	Footing Observation		Nuke FDT
	Pile Inspection		DCP		Other
CORING	Concrete		Asphalt		Masonry
	Coring Rig		Generator		# of Cores
	Hammer Drill		Penetration Patched		Inches Cored
STEEL/WELD	Fit Up		Bolting Observation		Visual Weld Observation
	Ultrasonic		Magnetic Particle		Liquid Penetration
MISC	Resteel Observation		Fireproofing Thickness		Moisture Emission
	Pull Out Testing		Adhesion / Cohesion		Paint Thickness
	Loose Lift Thickness		Temperature Gun		Asphalt Nuke Density
Remarks					
Same day request for proofroll.					
Client Approval:					

Proofrolling Observation Report

Project #:	22-0925-11C	Date:	09/08/2023
Project:	Hopewell BHRU Phase 1 East 39.16058159351322, -86.53901765048046	Client:	Rundell Ernstberger Associates 618 E Market Street Indianapolis, IN 46202
Patriot Rep:	Shawn Hawk	Report #:	962
Patriot PM:	Paige Lennon	Contractor:	Milestone
Weather Conditions:	70"s°F Mostly Sunny		
Proofrolling Equipment Used:	Fully Loaded Tri-Axle	Approximate Weight:	60,000
Location:			

Sketch

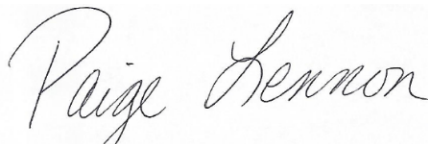


Remarks

Patriot performed a proofrolling observation on subgrade soils at the above noted location. A fully loaded tri-axle was passed over the bearing surface to evaluate the subgrade. Areas observed appeared to be firm and stable under the influence of rolling efforts. One location approximately 10X15 feet was found to be unstable and will require undercutting. Patriot recommends undercutting 12 inches or to firm material. Backfill material should be compacted #53 stone. Another proofroll can be performed prior to paving to ensure stability.

Person(s) notified about deficiencies:

Reviewed By:



Printed Name: Paige Lennon

Reviewed By:



Printed Name: Shawn Hawk

Image / Photo			
Project #:	22-0925-11C	Date:	09/08/2023
Project:	Hopewell BHRU Phase 1 East 39.16058159351322, -86.53901765048046	Client:	Rundell Ernstberger Associates 618 E Market Street Indianapolis, IN 46202
Patriot Rep:	Shawn Hawk	Report #:	962
Patriot PM:	Paige Lennon		



View of proofrolling.



View of failed location near the Southern entrance of Centerstone.

Image / Photo			
Project #:	22-0925-11C	Date:	09/08/2023
Project:	Hopewell BHRU Phase 1 East 39.16058159351322, -86.53901765048046	Client:	Rundell Ernstberger Associates 618 E Market Street Indianapolis, IN 46202
Patriot Rep:	Shawn Hawk	Report #:	962
Patriot PM:	Paige Lennon		



View of the site being prepped prior to proofrolling East of Centerstone.



View of proofrolling.

Image / Photo			
Project #:	22-0925-11C	Date:	09/08/2023
Project:	Hopewell BHRU Phase 1 East 39.16058159351322, -86.53901765048046	Client:	Rundell Ernstberger Associates 618 E Market Street Indianapolis, IN 46202
Patriot Rep:	Shawn Hawk	Report #:	962
Patriot PM:	Paige Lennon		



View of proofrolling.



View of proofrolling.

Trip Ticket					
Project #:	22-0925-11C	Date:	10/04/2023		
Project:	Hopewell BHRU Phase 1 East 39.16058159351322, -86.53901765048046	Client:	Rundell Ernstberger Associates 618 E Market Street Indianapolis, IN 46202		
Patriot Rep:	Shawn Hawk	Report #:	1721		
Patriot PM:	Paige Lennon	Truck #:	203		
Time				Mileage	
	Start	End	Time (hours)	Mileage (miles)	
Briefing Time					
Time to Site			0.25	Miles to Site	3.0
On-Site	01:00 PM	02:00 PM	1.00	Miles on Site	
Lunch / Off-site					
Time to Office			0.25	Miles to Office	3.0
Login / Reporting Time			2.50		
Total:			4.00	Total:	6.0
SAMPLE PICKUP	# of Proctor Samples		# of Gradation Samples		# of Soil Class
	# of Cyls or Beams		# of Cubes		# of Grout Prisms
	# of Block Prisms		# of Ex/Grad Samples		# of F. P. Density
CONCRETE	Compressive Strength		# of Sets of Cyls		Total # of Cyls
	Flexural Strength		# of Sets of Beams		Total # of Beams
	Batch Plant Inspection		Pre-Cast Plant Inspection		FF/FL Testing
	Swiss Hammer		Windsor Probe #		Yield
MASONRY	Grout Prisms		# of Sets of Prisms		Total # of Prisms
	Mortar / Grout Cubes		# of Sets of Cubes		Total # of Cubes
	Batch Plant Inspection		Special Inspection		Other
SOILS	Proof Roll Observation	X	Footing Observation		Nuke FDT
	Pile Inspection		DCP		Other
CORING	Concrete		Asphalt		Masonry
	Coring Rig		Generator		# of Cores
	Hammer Drill		Penetration Patched		Inches Cored
STEEL/ WELD	Fit Up		Bolting Observation		Visual Weld Observation
	Ultrasonic		Magnetic Particle		Liquid Penetration
MISC	Resteel Observation		Fireproofing Thickness		Moisture Emission
	Pull Out Testing		Adhesion / Cohesion		Paint Thickness
	Loose Lift Thickness		Temperature Gun		Asphalt Nuke Density
Remarks					
On site for same day requested proofroll.					
Client Approval:					

Proofrolling Observation Report

Project #:	22-0925-11C	Date:	10/04/2023
Project:	Hopewell BHRU Phase 1 East 39.16058159351322, -86.53901765048046	Client:	Rundell Ernstberger Associates 618 E Market Street Indianapolis, IN 46202
Patriot Rep:	Shawn Hawk	Report #:	1721
Patriot PM:	Paige Lennon	Contractor:	Milestone
Weather Conditions:	Sunny°F 70's		
Proofrolling Equipment Used:	Fully Loaded Tri-Axle	Approximate Weight:	60,000
Location:	Roadway subgrade for Madison.		

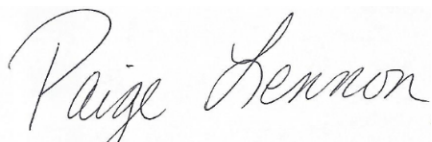
Sketch

Blank area for sketch.

Remarks

Patriot performed a proofrolling observation on subgrade soils at the above noted location. A fully loaded tri-axle was passed over the bearing surface to evaluate the subgrade. Areas observed appeared to be firm and stable under the influence of rolling efforts.

Person(s) notified about deficiencies: Tommy Gott

Reviewed By: 
 Printed Name: Paige Lennon

Reviewed By: 
 Printed Name: Shawn Hawk

Image / Photo			
Project #:	22-0925-11C	Date:	10/04/2023
Project:	Hopewell BHRU Phase 1 East 39.16058159351322, -86.53901765048046	Client:	Rundell Ernstberger Associates 618 E Market Street Indianapolis, IN 46202
Patriot Rep:	Shawn Hawk	Report #:	1721
Patriot PM:	Paige Lennon		



View of the Subgrade at the time of Proofrolling facing North.



View of the Subgrade at the time of Proofrolling facing South.

Image / Photo			
Project #:	22-0925-11C	Date:	10/04/2023
Project:	Hopewell BHRU Phase 1 East 39.16058159351322, -86.53901765048046	Client:	Rundell Ernstberger Associates 618 E Market Street Indianapolis, IN 46202
Patriot Rep:	Shawn Hawk	Report #:	1721
Patriot PM:	Paige Lennon		



View of Proofrolling.



View of Proofrolling.

Image / Photo			
Project #:	22-0925-11C	Date:	10/04/2023
Project:	Hopewell BHRU Phase 1 East 39.16058159351322, -86.53901765048046	Client:	Rundell Ernstberger Associates 618 E Market Street Indianapolis, IN 46202
Patriot Rep:	Shawn Hawk	Report #:	1721
Patriot PM:	Paige Lennon		



View of Failed location marked up at the Northern end of the proofrolling location.



View of Failed location marked up at the Southern end of the proofrolling location.

Trip Ticket						
Project #:	22-0925-11C		Date:	11/06/2023		
Project:	Hopewell BHRU Phase 1 East 39.16058159351322, -86.53901765048046		Client:	Rundell Ernstberger Associates 618 E Market Street Indianapolis, IN 46202		
Patriot Rep:	Shawn Hawk		Report #:	2260		
Patriot PM:	Paige Lennon		Truck #:	203		
Time				Mileage		
	Start	End	Time (hours)	Mileage (miles)		
Briefing Time						
Time to Site			0.25	Miles to Site	3.0	
On-Site	07:15 AM	04:00 PM	8.75	Miles on Site		
Lunch / Off-site			1.50			
Time to Office			0.25	Miles to Office	3.0	
Login / Reporting Time			0.50			
Total:			8.25	Total:	6.0	
SAMPLE PICKUP	# of Proctor Samples		# of Gradation Samples		# of Soil Class	
	# of Cyls or Beams		# of Cubes		# of Grout Prisms	
	# of Block Prisms		# of Ex/Grad Samples		# of F. P. Density	
CONCRETE	Compressive Strength		# of Sets of Cyls		Total # of Cyls	
	Flexural Strength		# of Sets of Beams		Total # of Beams	
	Batch Plant Inspection		Pre-Cast Plant Inspection		FF/FL Testing	
	Swiss Hammer		Windsor Probe #		Yield	
MASONRY	Grout Prisms		# of Sets of Prisms		Total # of Prisms	
	Mortar / Grout Cubes		# of Sets of Cubes		Total # of Cubes	
	Batch Plant Inspection		Special Inspection		Other	
SOILS	Proof Roll Observation	X	Footing Observation		Nuke FDT	X
	Pile Inspection		DCP		Other	FDT's
CORING	Concrete		Asphalt		Masonry	
	Coring Rig		Generator		# of Cores	
	Hammer Drill		Penetration Patched		Inches Cored	
STEEL/ WELD	Fit Up		Bolting Observation		Visual Weld Observation	
	Ultrasonic		Magnetic Particle		Liquid Penetration	
MISC	Resteel Observation		Fireproofing Thickness		Moisture Emission	
	Pull Out Testing		Adhesion / Cohesion		Paint Thickness	
	Loose Lift Thickness		Temperature Gun		Asphalt Nuke Density	
Remarks						
On site for undercutting of previously failed location from proofrolling. Compaction testing was performed after undercutting.						
Client Approval:						

Daily Observation Report			
Project #:	22-0925-11C	Date:	11/06/2023
Project:	Hopewell BHRU Phase 1 East 39.16058159351322, -86.53901765048046	Client:	Rundell Ernstberger Associates 618 E Market Street Indianapolis, IN 46202
Patriot Rep:	Shawn Hawk	Report #:	2260
Patriot PM:	Paige Lennon	Contractor:	Milestone
Summary Of Field Activities			
Description of Work		Location	
Undercutting of failed subgrade from previous proofroll.		University Street, East of Madison Street.	
Job Tasks:	Undercutting and backfill observations of a previously failed proofroll		
Weather Conditions:	40-60's°F Partly Cloudy		
Problems/Non-Compliances/Failing Tests:	None		
Person(s) notified about deficiencies:	Billy with Milestone		
Remarks			
<p>Patriot was on site for undercutting and backfilling of an area of the roadway that previously failed a proofroll observation. Patriot observed undercutting of the failed location down to suitable material. Patriot used a three foot probe rod to ensure that firm soil was present. Patriot then advised the use of geogrid and placing compacted #53 stone. Patriot then performed compaction testing on the stone lifts after compaction. All areas tested met or exceeded the project requirement.</p>			
Reviewed By:		Reviewed By:	
Printed Name:	Paige Lennon	Printed Name:	Shawn Hawk

Nuclear Field Density Report

Project #:	22-0925-11C	Date:	11/06/2023
Project:	Hopewell BHRU Phase 1 East 39.16058159351322, -86.53901765048046	Client:	Rundell Ernstberger Associates 618 E Market Street Indianapolis, IN 46202
Patriot Rep:	Shawn Hawk	Report #:	2260
Patriot PM:	Paige Lennon	Contractor:	Milestone
Weather Conditions:	40-60's°F Partly Cloudy	Compacted With:	Smooth drum roller

#	Location	Elevation	Proctor #	Moisture Content (%)	Dry Density (pcf)	Optimum Moisture Content (%)	Max Proctor Dry Density (pcf)	Compaction (%)	Minimum Compaction (%)	Results
1	Southern end of undercut #1	1'Below	SS-127	3.5%	138.8	5.8%	140.0	99.1%	98.0%	Pass
2	Middle of undercut #1	1'Below	SS-127	3.3%	139.1	5.8%	140.0	99.4%	98.0%	Pass
3	Northern end of undercut #1	1'Below	SS-127	3.9%	138.5	5.8%	140.0	98.9%	98.0%	Pass
4	Southern end of undercut #1	Final grade.	SS-127	3.8%	139.4	5.8%	140.0	99.6%	98.0%	Pass
5	Middle of undercut #1	Final grade.	SS-127	3.6%	139.2	5.8%	140.0	99.4%	98.0%	Pass
6	Northern end of undercut #1	Final grade.	SS-127	4.0%	142.4	5.8%	140.0	101.7%	98.0%	Pass
7	South end of undercut #2	2' Below	SS-127	3.4%	138.9	5.8%	140.0	99.2%	98.0%	Pass
8	South end of undercut #2	1'Below	SS-127	3.7%	140.1	5.8%	140.0	100.1%	98.0%	Pass
9	Northern end of undercut #2	1'Below	SS-127	3.6%	138.3	5.8%	140.0	98.8%	98.0%	Pass
10	South end of undercut #2	Final grade	SS-127	3.5%	140.3	5.8%	140.0	100.2%	98.0%	Pass
11	Northern end of undercut #2	Final grade	SS-127	4.0%	141.2	5.8%	140.0	100.9%	98.0%	Pass
12	South end of undercut #3	1'Below	SS-127	3.7%	140.2	5.8%	140.0	100.1%	98.0%	Pass
13	Northern end of undercut #3	1'Below	SS-127	4.2%	138.1	5.8%	140.0	98.6%	98.0%	Pass

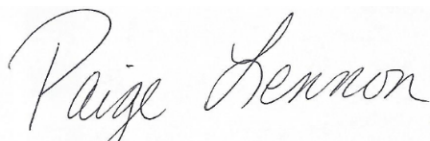
Person(s) notified about deficiencies: Billy with Milestone

Proctor #	Proctor Type	Material Description	Sample Source	Optimum Moisture Content (%)	Maximum Dry Density (pcf)
SS-127	ASTM D1557	#53 stone	Site	5.8%	140.0

Remarks

Fill material was placed in lifts and compacted at the locations noted above. Nuclear field density tests were performed at the frequency outlined in the project specifications and in accordance with ASTM D6938.

Reviewed By:



Printed Name: Paige Lennon

Reviewed By:



Printed Name: Shawn Hawk

Nuclear Field Density Report

Project #:	22-0925-11C	Date:	11/06/2023
Project:	Hopewell BHRU Phase 1 East 39.16058159351322, -86.53901765048046	Client:	Rundell Ernstberger Associates 618 E Market Street Indianapolis, IN 46202
Patriot Rep:	Shawn Hawk	Report #:	2260
Patriot PM:	Paige Lennon	Contractor:	Milestone
Weather Conditions:	40-60's°F Partly Cloudy	Compacted With:	Smooth drum roller

#	Location	Elevation	Proctor #	Moisture Count:			Density Count:		Compaction (%)	Minimum Compaction (%)	Results
				Moisture Content (%)	Dry Density (pcf)	Optimum Moisture Content (%)	Max Proctor Dry Density (pcf)				
14	South end of undercut #3	Final grade	SS-127	3.9%	140.6	5.8%	140.0	100.4%	98.0%	Pass	
15	Northern end of undercut #3	Final grade	SS-127	3.9%	138.4	5.8%	140.0	98.9%	98.0%	Pass	

Person(s) notified about deficiencies: Billy with Milestone

Proctor #	Proctor Type	Material Description	Sample Source	Optimum Moisture Content (%)	Maximum Dry Density (pcf)
SS-127	ASTM D1557	#53 stone	Site	5.8%	140.0

Remarks

Fill material was placed in lifts and compacted at the locations noted above. Nuclear field density tests were performed at the frequency outlined in the project specifications and in accordance with ASTM D6938.

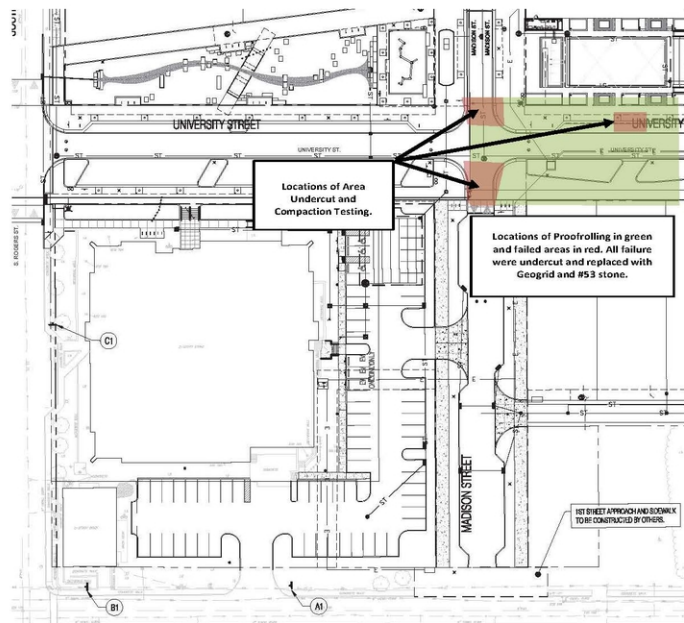
Reviewed By: 
 Printed Name: Paige Lennon

Reviewed By: 
 Printed Name: Shawn Hawk

Proofrolling Observation Report

Project #:	22-0925-11C	Date:	11/06/2023
Project:	Hopewell BHRU Phase 1 East 39.16058159351322, -86.53901765048046	Client:	Rundell Ernstberger Associates 618 E Market Street Indianapolis, IN 46202
Patriot Rep:	Shawn Hawk	Report #:	2260
Patriot PM:	Paige Lennon	Contractor:	Milestone
Weather Conditions:	40-60's°F Partly Cloudy		
Proofrolling Equipment Used:	Fully Loaded Tri-Axle	Approximate Weight:	70,000
Location:	University street, East of Madison Street.		

Sketch



Remarks

Patriot performed a proofrolling observation on subgrade soils at the above noted location. A fully loaded tri-axle was passed over the bearing surface to evaluate the subgrade. Areas observed appeared to not be firm and stable under the influence of rolling efforts. Patriot recommended the removal of unsuitable soils and backfill with 2 ft of compacted #53 stone with Geogrid.

Person(s) notified about deficiencies: Billy with Milestone

Reviewed By: *Paige Lennon*
Printed Name: Paige Lennon

Reviewed By: *Shawn Hawk*
Printed Name: Shawn Hawk

Image / Photo			
Project #:	22-0925-11C	Date:	11/06/2023
Project:	Hopewell BHRU Phase 1 East 39.16058159351322, -86.53901765048046	Client:	Rundell Ernstberger Associates 618 E Market Street Indianapolis, IN 46202
Patriot Rep:	Shawn Hawk	Report #:	2260
Patriot PM:	Paige Lennon		



View of undercut location #1 prior to removal of unsuitable soils.



View of undercut and geogrid placement.

Image / Photo			
Project #:	22-0925-11C	Date:	11/06/2023
Project:	Hopewell BHRU Phase 1 East 39.16058159351322, -86.53901765048046	Client:	Rundell Ernstberger Associates 618 E Market Street Indianapolis, IN 46202
Patriot Rep:	Shawn Hawk	Report #:	2260
Patriot PM:	Paige Lennon		



View of compaction testing.



View of unsuitable soils being removed.

Image / Photo			
Project #:	22-0925-11C	Date:	11/06/2023
Project:	Hopewell BHRU Phase 1 East 39.16058159351322, -86.53901765048046	Client:	Rundell Ernstberger Associates 618 E Market Street Indianapolis, IN 46202
Patriot Rep:	Shawn Hawk	Report #:	2260
Patriot PM:	Paige Lennon		



View of #53 stone being placed on the geogrid in 12 inch lifts.



View of proofrolling on University street.

Image / Photo			
Project #:	22-0925-11C	Date:	11/06/2023
Project:	Hopewell BHRU Phase 1 East 39.16058159351322, -86.53901765048046	Client:	Rundell Ernstberger Associates 618 E Market Street Indianapolis, IN 46202
Patriot Rep:	Shawn Hawk	Report #:	2260
Patriot PM:	Paige Lennon		



View of Undercut # 1 Completed.



View of proofrolling on University street.

Image / Photo			
Project #:	22-0925-11C	Date:	11/06/2023
Project:	Hopewell BHRU Phase 1 East 39.16058159351322, -86.53901765048046	Client:	Rundell Ernstberger Associates 618 E Market Street Indianapolis, IN 46202
Patriot Rep:	Shawn Hawk	Report #:	2260
Patriot PM:	Paige Lennon		



View of compaction testing.



View of undercut location #3 after failing the proofroll.

Image / Photo			
Project #:	22-0925-11C	Date:	11/06/2023
Project:	Hopewell BHRU Phase 1 East 39.16058159351322, -86.53901765048046	Client:	Rundell Ernstberger Associates 618 E Market Street Indianapolis, IN 46202
Patriot Rep:	Shawn Hawk	Report #:	2260
Patriot PM:	Paige Lennon		



View of proofrolling on University street.



View of undercut location #2 after failing the proofroll.

Image / Photo			
Project #:	22-0925-11C	Date:	11/06/2023
Project:	Hopewell BHRU Phase 1 East 39.16058159351322, -86.53901765048046	Client:	Rundell Ernstberger Associates 618 E Market Street Indianapolis, IN 46202
Patriot Rep:	Shawn Hawk	Report #:	2260
Patriot PM:	Paige Lennon		



View of unsuitable soils for undercut location #2.



View of unsuitable soils for undercut location #2.

Image / Photo			
Project #:	22-0925-11C	Date:	11/06/2023
Project:	Hopewell BHRU Phase 1 East 39.16058159351322, -86.53901765048046	Client:	Rundell Ernstberger Associates 618 E Market Street Indianapolis, IN 46202
Patriot Rep:	Shawn Hawk	Report #:	2260
Patriot PM:	Paige Lennon		



View of compaction of #53 stone after removing unsuitable soils.



View of undercut location #2

Image / Photo			
Project #:	22-0925-11C	Date:	11/06/2023
Project:	Hopewell BHRU Phase 1 East 39.16058159351322, -86.53901765048046	Client:	Rundell Ernstberger Associates 618 E Market Street Indianapolis, IN 46202
Patriot Rep:	Shawn Hawk	Report #:	2260
Patriot PM:	Paige Lennon		



View of compaction testing.



View of compaction testing.

Image / Photo			
Project #:	22-0925-11C	Date:	11/06/2023
Project:	Hopewell BHRU Phase 1 East 39.16058159351322, -86.53901765048046	Client:	Rundell Ernstberger Associates 618 E Market Street Indianapolis, IN 46202
Patriot Rep:	Shawn Hawk	Report #:	2260
Patriot PM:	Paige Lennon		



View of first lift of undercut location #2 after compaction.



View of proofrolling.

Image / Photo			
Project #:	22-0925-11C	Date:	11/06/2023
Project:	Hopewell BHRU Phase 1 East 39.16058159351322, -86.53901765048046	Client:	Rundell Ernstberger Associates 618 E Market Street Indianapolis, IN 46202
Patriot Rep:	Shawn Hawk	Report #:	2260
Patriot PM:	Paige Lennon		



View of trash and debris removed from undercut #2.

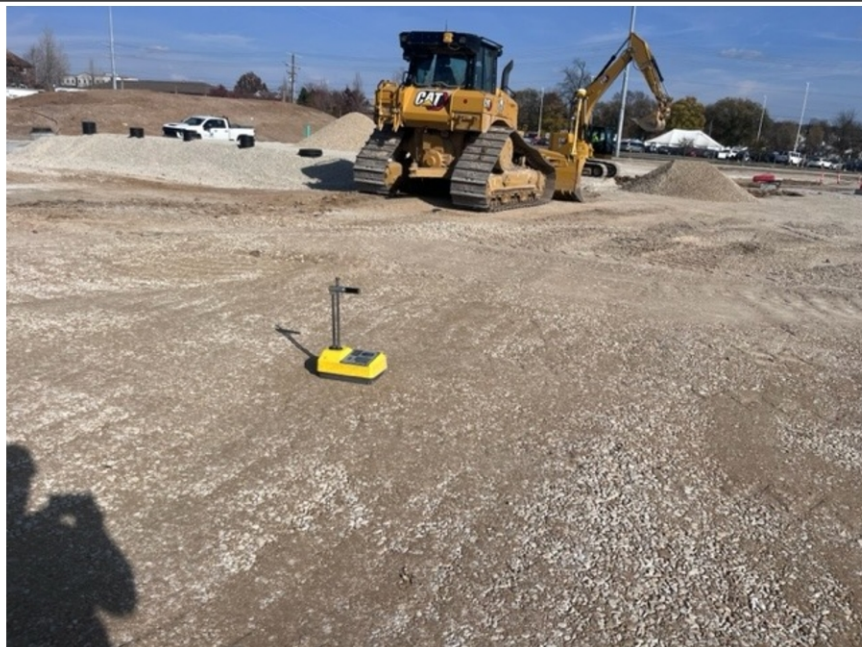


View of undercut location #3 after failing the proofroll.

Image / Photo			
Project #:	22-0925-11C	Date:	11/06/2023
Project:	Hopewell BHRU Phase 1 East 39.16058159351322, -86.53901765048046	Client:	Rundell Ernstberger Associates 618 E Market Street Indianapolis, IN 46202
Patriot Rep:	Shawn Hawk	Report #:	2260
Patriot PM:	Paige Lennon		



View of undercut location #3.



View of compaction testing.



City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Infrastructure

Description	Construction of infrastructure for Hopewell Phase I East Site.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	4
Status	Pending
Date Created	12/05/2023
Type	Changed Conditions
Summary	UST Extra Work
Change Order Description	<p>On September 13, 2023 two underground storage tanks were found during excavations for the 15" storm pipe between storm structures 358A and 3528. The estimated location of the tank is shown on the marked up plan sheet in the attachments. The tank was not known to exist until discovery during excavation. Milestone incurred costs associated with excavations around the tank for liquid and soil testing by Metric. The costs incurred by Milestone were tracked on a time and materials basis. The summary of those costs are below:</p> <p>Equipment: Excavator 7 Hrs @ \$178.12/HR Skid Loader 7 Hrs @ \$75.56/HR</p> <p>Labor: Superintendent 4 Hrs @ \$76.75/HR (wages + fringe + benefits) Laborers 7 Hrs @ \$53.57/HR (wages + fringe + benefits) Operator 7 Hrs @ \$71.00/HR (wages + fringe + benefits)</p>
Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,383,338.28
Change Order Amount	\$3,392.78

Revised Project Amount \$13,386,731.06

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0210	109-04299	DOL	1.000	\$3,392.780	\$3,392.78
FORCE ACCOUNT WORK:					
Reason: Costs incurred by Milestone as the result of finding an unidentified UST.					
1 item					Total: \$3,392.78

Attachments


Document	Name	Description	Submission Date
Hopewell_Ph1E_-_Existing_Conditions_-_Tank_Location.pdf	Hopewell Ph1E - Existing Conditions - Tank Location.pdf	Estimated location of UST found.	12/05/2023 04:13 PM EST
UST_CHANGE_ORDER_WORK.pdf	UST CHANGE ORDER WORK.pdf	Milestone provided UST Change Order	12/05/2023 04:12 PM EST
UST_Photo_01.jpg	UST Photo 01.jpg		12/05/2023 04:13 PM EST
UST_Photo_02.jpg	UST Photo 02.jpg		12/05/2023 04:13 PM EST
UST_Photo_03.jpg	UST Photo 03.jpg		12/05/2023 04:13 PM
5 attachments			

Document	Name	Description	Submission Date
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EST

5 attachments

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

Engineer	Contractor	Board of Public Works
Title	 <p>Tommy Gott</p> <p>Digitally signed by Tommy Gott DN: C=US, E=thomas.gott@milestonelp.com, O=Milestone Contractors, OU=Milestone Contractors, CN=Tommy Gott Date: 2023.12.13 08:02:03-05'00'</p>	Title
Date	Date	Date



P:\2022\22-0113 - IFA - POSI-Hopewell-Bloomington Hospital\5 - Deliverables\Exhibits\CAD Files\Phase II\Site and Vicinity Map.dwg

Source: <https://monrocin.elevatemaps.io/#extent=3108000.7493267483,3107334.0826600815,1425664.5816117919,1425360.3281395698,2245>

Exhibit 2 - Site Map
 Bloomington Hopewell Project
 Phase II Limited Subsurface Investigation
 640 S. Morton Street
 Bloomington, Monroe County, Indiana
 Metric Project # 22-0113

All locations approximate

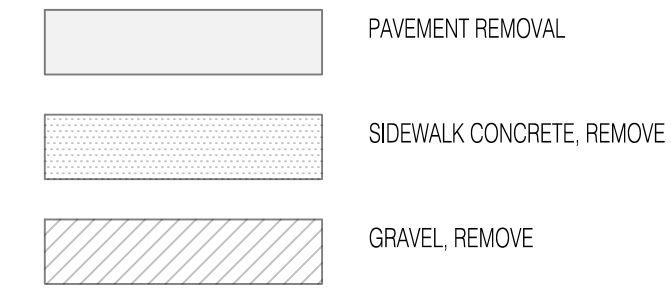


Drawn by: ILJ
 Checked by: JB
 Approved by: KM
 Date: September, 2022



DEMOLITION NOTES

1. TOPOGRAPHIC AND SURVEY BASE INFORMATION REPRESENTATIVE OF EXISTING SITE CONDITIONS HAS BEEN OBTAINED FROM A TOPOGRAPHIC SURVEY CERTIFIED BY OTHERS. SHREWSBERRY ASSOCIATES CLAIMS NO RESPONSIBILITY FOR THE ACCURACY OF THE BASE INFORMATION PROVIDED BY OTHERS.
2. VERIFY DRAWING INFORMATION WITH EXISTING SITE CONDITIONS. PROMPTLY REPORT CONCEALED CONDITIONS, DISCREPANCIES, AND DEVIATIONS IN EXISTING CONDITIONS FROM INFORMATION SHOWN IN CONTRACT DOCUMENTS. THE OWNER SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED CHANGES OR EXTRA WORK REQUIRED TO CORRECT UNREPORTED DISCREPANCIES.
3. CONTRACTOR TO SECURE AND PAY FOR PERMITS, FEES AND INSPECTIONS NECESSARY FOR PROPER EXECUTION OF THE WORK. COMPLY WITH CODES AND REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION APPLICABLE TO THIS WORK.
4. ANY MATERIALS REMOVED FROM THE SITE SHALL BE DISPOSED OF IN A PROPER AND LEGAL MANNER AS REQUIRED BY AUTHORITIES HAVING JURISDICTION, AND LOCAL LAWS AND ORDINANCES.
5. DAMAGES TO EXISTING IMPROVEMENTS, EXCAVATION AND / OR REMOVAL OF ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION SHALL BE KEPT TO A MINIMUM. EXISTING IMPROVEMENTS TO REMAIN DAMAGED DURING CONSTRUCTION SHALL BE RESTORED, RECONSTRUCTED OR REPLACED BY CONTRACTOR, WITH NO ADDITIONAL PAYMENT MADE.
6. PROVIDE SMOOTH TRANSITION FROM NEW CONSTRUCTION TO EXISTING CONSTRUCTION TO REMAIN AS INDICATED ON DRAWINGS AND AS NECESSARY.
7. ALL CONSTRUCTION METHODS AND MATERIALS MUST CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF AUTHORITIES HAVING JURISDICTION.



DEMOLITION KEYNOTES:

- 1 CURB, REMOVE
- 2 PAVEMENT REMOVAL
- 3 SIDEWALK CONCRETE, REMOVE
- 7 FENCE AND POSTS, REMOVE
- 8 RETAINING WALL, REMOVE
- 9 SIGN, REMOVE
- 10 GUARDRAIL, REMOVE
- 11 MANHOLE, REMOVE
- 12 INLET, REMOVE
- 13 STORM SEWER, REMOVE
- 14 SANITARY STRUCTURE, REMOVE
- 15 SANITARY SEWER, REMOVE
- 16 WATER LINE, REMOVE
- 17 FIRE HYDRANT ASSEMBLY, REMOVE
- 19 UTILITY POLE, REMOVE (BY OTHERS)
- 20 LIGHT POLE, REMOVE
- 21 GRAVEL, REMOVE
- 22 EXISTING TRANSFORMER TO BE RELOCATED BY OTHERS
- 23 EXISTING 6000 GALLON UNDERGROUND STORAGE TANK TO BE REMOVED BY OTHERS
- 24 GAS AND SERVICE LINES, ABANDON
- 25 GAS METER, SALVAGE (BY OTHERS)
- 26 SIGN, RELOCATE
- 27 CONCRETE BENCH, REMOVE
- 28 ROOF DRAIN PIPE, REMOVE
- 30 EXISTING FIBER OPTIC TO REMAIN. LOCATION SHOWN PER UTILITY AS-BUILTS. NOT SURVEYED
- 31 EXISTING PAVERS TO BE REMOVED (COST TO BE CONSIDERED IN PAVEMENT REMOVAL)
- 32 BUS STOP CANOPY, DISASSEMBLE AND SALVAGE
- 33 SANITARY CLEANOUT, REMOVE

PROJECT SEQUENCING NOTES:

1. THE CENTERSTONE OF INDIANA FACILITY IS TO REMAIN OPEN THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL COORDINATE WITH THE CITY AND CENTERSTONE OFFICIALS TO MAINTAIN PEDESTRIAN ACCESS TO THE BUILDING.
2. ADVANCED NOTICE IS TO BE GIVEN TO CENTERSTONE OFFICIALS FOR ANY INTERRUPTION OF UTILITY SERVICE. CHANGES IN MAINTENANCE OF TRAFFIC - BOTH VEHICULAR AND PEDESTRIAN, AND OTHER SUCH CONSTRUCTION ACTIVITIES THAT COULD AFFECT OPERATION OF THEIR FACILITY.

WORK REQUIRED TO CAP WATER LINE AT THE MAIN SHALL BE CONSIDERED IN THE COST OF WATER LINE, REMOVE

RECTANGULAR RAPID-FLASHING BEACON TO BE SALVAGED AND PROVIDED TO BLOOMINGTON DEPARTMENT OF PUBLIC WORKS

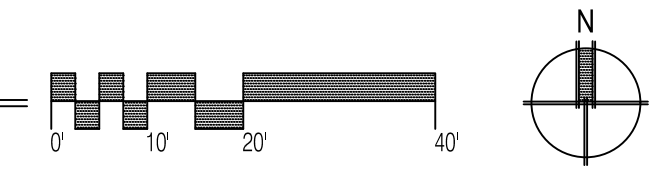
FLOOD NOTE:
According to Flood Insurance Rate Map (FIRM) this real estate is part of Community-Panel Number: 18106C 0141D, Effective Date: December 17, 2010.

This property is located in Zone X, an area of minimal flood hazard.

Source: FEMA

EXISTING CONDITIONS AND DEMOLITION PLAN

Scale: 1" = 20'-0"



NO.	DATE	DESCRIPTION

CLIENT:
CITY OF BLOOMINGTON
 Bloomington, IN 47403

DESIGN TEAM
shrewsberry REA
 ARCHITECTURAL, CIVIL, ENGINEERING, PLANNING, LAND SURVEYING

CERTIFIED BY
MATTHEW D. WALLACE
 REGISTERED PROFESSIONAL ENGINEER
 No. 10302418
 STATE OF INDIANA
 Matthew D. Wallace

HOPEWELL INFRASTRUCTURE & SITE ENGINEERING
PHASE 1 EAST - RE-BID
 CITY OF BLOOMINGTON, INDIANA 47403

DATE: 03/15/2023	PROJECT NO.: 21-0049
DRAWN BY: RDR	CHECKED BY: MDW
DRAWING STATUS: RE-BID	
SHEET TITLE: EXISTING CONDITIONS AND DEMOLITION PLAN - NW	
SHEET NO.: D101	





Milestone Contractors, L.P.
 4755 West Arlington Rd.
 Bloomington, IN 47404
 Phone: (812) 330-2037
 Fax: (812) 330-2118

PCO Pricing Sheet

Date: November 7, 2023

www.milestonelp.com

Pages: 4

To: City of Bloomington
 Attn: Cecil Penland

Project: Hopewell East Phase 1

Description: UST EXTRA WORK

Est. No.

Ref: UST EXTRA WORK

Qty: 1 LS

Labor:

Total Labor Cost from Estimate Sheet:

Labor Subtotal \$ 1,179.00

Equipment:

Total Equipment Cost from Estimate Sheet:

Equipment Subtotal \$ 1,776.00

Material:

Total Material Cost from Estimate Sheet:

Material Subtotal \$ -

Subcontractors:

Total Subcontractor cost from Attached Sheets:

Subcontractor Subtotal

Subtotal \$ 2,955.00

Bond (.75% rate) 10% \$ 24.38

Labor Markup 10% \$ 235.80

Equipment Markup 10% \$ 177.60

Material Markup 10% \$ -

Subcontractor Markup 5% \$ -

Total \$ 3,392.78

Per LS

Unit Price \$ 3,392.78

ANY ITEM NOT SPECIFICALLY STATED ABOVE SHALL BE CONSIDERED NOT INCLUDED IN OUR PROPOSAL.

PLEASE CALL FOR CLARIFICATIONS OR IF ADDITIONAL PRICING IS REQUESTED.

Signature represents acceptance of this Proposal.

Signed: Tommy Gott

Date: November 7, 2023

Terms: Upon Receipt

Submitted By: Tommy Gott

Approved By: _____ Date

Printed: _____ Date

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Equip- Ment	Material	Supplie	Sub- Contract	Trucking
-------------------	------	-----	---------------	-----------	-------	----------------	----------	---------	------------------	----------

BID ITEM = 1
 Description = UST WORK

Land Item Unit = SCHEDULE: 1 100
 Takeoff Quan: 18.000 Engr Quan: 18.000

1 UST WORK **Quan: 18.00 HR Hrs/Shft: 10.00 Cal: 510 WC: 1**

<u>BLANK</u>	(Mod) Blank Crew		7.00 CH	Prod:	0.7000 S	Lab Pcs:	2.57	Eqp Pcs:	2.00
8EX4	Excavator - Standard C	1.00	7.00 HR	178.120		1,247			
8LO5	Skid Loader (BOBCAT) 5	1.00	7.00 HR	75.560		529			
HSUP41-81	Hourly Superintendent 41/8	0.57	3.99 MH	40.650		307			
LAB	laborers (all except 41/81)	1.00	7.00 MH	27.400		375			
OPR841	operator841	1.00	7.00 MH	34.850		497			
\$2,954.78	0.9994 MH/HR		17.99 MH	[36.541]		1,179		1,776	

=====> **Item Totals: 1 - UST WORK**

\$2,954.78	0.9994 MH/HR	17.99 MH	[36.541]	1,179	1,776
164.154	18 HR			65.50	98.65

\$2,954.78 * Report Totals ***** 17.99 MH 1,179 1,776

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.
 This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: Engineering Firm:
 Estimator-In-Charge:

JOB DOES NOT HAVE NOTES

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

- 508 40 HR WEEK (5 X 8)
- 509 45 HR WEEK (5 X 9)
- 510 50 HR WEEK (5 X 10) (Default Calendar)**
- 511 55 HR WEEK (5 X 11)
- 512 60 HR WEEK (5 X 12)
- 513 65 HR WEEK (5 X 13)
- 514 70 HR WEEK (5 X 14)
- 608 48 HR WEEK (6 X 8)
- 609 54 HR WEEK (6 X 9)
- 610 60 HR WEEK (6 X 10)
- 611 66 HR WEEK (6 X 11)
- 612 72 HR WEEK (6 X 12)
- 613 78 HR WEEK (6 X 13)
- 614 84 HR WEEK (6 X 14)
- 800 SATURDAY ONLY (TIME & 1/2)
- 900 SUNDAY ONLY (DOUBLE TIME)









City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Infrastructure

Description	Construction of infrastructure for Hopewell Phase I East Site.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	5
Status	Pending
Date Created	12/05/2023
Type	Changed Conditions
Summary	Concrete Block Removal
Change Order Description	On October 12, 2023 Milestone uncovered a large concrete block while cutting subgrade for University St. The block was within the subgrade of University St so removal of the block to below subgrade was required. The block was broken using an excavator mounted hydraulic ram and the block was determined to be composed of concrete and stone with minimal rebar. Given the similarity the block removal to that of rock excavation it was agreed removal of the item would be paid at the project's set unit price for rock excavation. The block dimensions removed were approximately 13.5'x20'x4'.
Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,383,338.28
Change Order Amount	\$8,000.00
Revised Project Amount	\$13,391,338.28

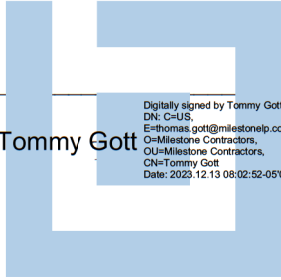
Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0182	203-02010	CYS	\$200.000	100.000	\$20,000.00	40.000	\$8,000.00	140.000	\$28,000.00
EXCAVATION, ROCK									
Reason: Removal of concrete block discovered below grade.									
1 item			Totals		\$20,000.00		\$8,000.00		\$28,000.00

Attachments

Document	Name	Description	Submission Date
IMG_3620.jpeg	IMG_3620.jpeg		12/05/2023 04:29 PM EST
IMG_3621.jpeg	IMG_3621.jpeg		12/05/2023 04:29 PM EST
IMG_3623.jpeg	IMG_3623.jpeg		12/05/2023 04:29 PM EST
3 attachments			

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

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

Digitally signed by Tommy Gott
DN: C=US,
E=thomas.gott@milestoneip.com,
O=Milestone Contractors,
OU=Milestone Contractors,
CN=Tommy Gott
Date: 2023.12.13 08:02:52-05'00'





City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Infrastructure

Description	Construction of infrastructure for Hopewell Phase I East Site.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	6
Status	Pending
Date Created	12/05/2023
Type	Scope Changes
Summary	Adding S-20 Bollards and Removing S-10 Bollards
Change Order Description	Bollard type for the project was changed from S-10 bollards to S-20 bollards, a more crash worthy type of bollard. This change was to match the bollard type used at other locations in the City. The change in bollard type also changes the bollard foundations.
Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,383,338.28
Change Order Amount	\$58,792.03
Revised Project Amount	\$13,442,130.31

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0123	502-06999	SFT	\$30.000	800.000	\$24,000.00	-400.000	-\$12,000.00	400.000	\$12,000.00
CONCRETE PAVEMENT, 8 IN.									
0128	SP	SFT	\$42.000	936.000	\$39,312.00	534.000	\$22,428.00	1,470.000	\$61,740.00
UNIT PAVER, TYPE 1 (PEDESTRIAN)									
0135	SP	SFT	\$21.000	47,892.000	\$1,005,732.00	-534.000	-\$11,214.00	47,358.000	\$994,518.00
PERMEABLE PAVERS, TYPE 2 (VEHICULAR)									
0154	SP	EACH	\$2,600.000	14.000	\$36,400.00	-14.000	-\$36,400.00	0.000	\$0.00
REMOVABLE BOLLARD									
0155	SP	EACH	\$1,000.000	2.000	\$2,000.00	-2.000	-\$2,000.00	0.000	\$0.00
BOLLARD RACK, TYPE 1									
0156	SP	EACH	\$1,000.000	1.000	\$1,000.00	-1.000	-\$1,000.00	0.000	\$0.00
BOLLARD RACK, TYPE 2									
6 items			Totals		\$1,108,444.00		-\$40,186.00		\$1,068,258.00

New Items

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

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
0191	105-06807	LS	1.000	\$98,978.030	\$98,978.03

ADDITIONAL

Reason: Costs associated with the change to S-20 bollards. This includes the following items: Bollard Rack, Type 1 (S-20) 3 EA @ \$1,406.26/EA Bollard Rack, Type 2 (S-20) 1 EA @ \$1,207.11/EA Removable Bollard (S-20) plus Foundations @ \$4,252.37/EA

1 item

Total: \$98,978.03

Attachments

Document	Name	Description	Submission Date
BOLLARDS_DIRECT_COST_BREAKDOWN.pdf	BOLLARDS DIRECT COST BREAKDOWN.pdf		12/05/2023 04:46 PM EST
INDOT_CHANGE_ORDER_FORM_S-20_BOLLARDS.pdf	INDOT CHANGE ORDER FORM S-20 BOLLARDS.pdf		12/05/2023 04:46 PM EST
Material_Quote_-_Hopewell_Phase_1_East_V1.pdf	Material Quote - Hopewell Phase 1 East_V1.pdf		12/05/2023 04:46 PM EST
TYPE_1_BOLLARD_RACK_CO.pdf	TYPE 1 BOLLARD RACK CO.pdf		12/05/2023 04:46 PM EST
TYPE_2_BOLLARD_RACK_CO.pdf	TYPE 2 BOLLARD RACK CO.pdf		12/05/2023 04:46 PM EST

5 attachments

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

Engineer

Contractor

Board of Public Works

Title

Tommy Gott



Title

Date

Date

Date

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Equip- Ment	Material	Supplie	Sub- Contract	Trucking
-------------------	------	-----	---------------	-----------	-------	----------------	----------	---------	------------------	----------

BID ITEM = 1
 Description = BOLLARDS
 Land Item Unit = EA
 SCHEDULE: 1 100
 Takeoff Quan: 22.000
 Engr Quan: 22.000

1 S-20 BOLLARD MATERIAL **Quan: 22.00 EA Hrs/Shft: 10.00 Cal: 510 WC: 1**

2BOLLARDS S-20 BPLLARDS 1.00 22.00 EA 2,340.000 51,480

3 CIP FOUNDATION **Quan: 22.00 EA Hrs/Shft: 10.00 Cal: 510 WC: 1**

26 foundations

BLANK (Mod) Blank Crew 47.27 CH **Prod: 4.7270 S** Lab Pcs: 5.00 Eqp Pcs: 0.00
 2C101 Class A Gravel Concrete 1.00 46.00 CY 171.000 7,866
 2SR01 Gr 60 Rebar 1.00 900.00 LB 0.700 630
 FIN41-81 finisher 41-81 4.00 189.08 MH 33.240 12,765
 HSUP41-81 Hourly Superintendent 41/8 1.00 47.27 MH 40.650 3,635
 \$24,896.47 10.7431 MH/EA 236.35 MH [410.327] 16,400 8,496

2 EXCAVATION **Quan: 22.00 EA Hrs/Shft: 10.00 WC: 1**

BLANK (Mod) Blank Crew 26.00 CH **Prod: 2.6000 S** Lab Pcs: 3.10 Eqp Pcs: 1.00 ****Unreviewed**
 3D Dump Fees 1.00 3.00 LD 30.000 90
 5103 Haul Exc (HR) 1.00 10.00 HR 132.000 1,320
 8EX1 Excavator - Small 5435 1.00 26.00 HR 112.360 2,921
 HSUP41-81 Hourly Superintendent 41/8 1.10 28.60 MH 40.650 2,065
 LAB laborers (all except 41/81) 1.00 26.00 MH 27.400 1,311
 OPR841 operator841 1.00 26.00 MH 34.850 1,742
 \$9,450.01 3.6636 MH/EA 80.60 MH [126.413] 5,119 2,921 90 1,320

=====> **Item Totals: 1 - BOLLARDS**

\$85,826.48 14.4068 MH/EA 316.95 MH [536.74] 21,519 2,921 59,976 90 **1,320**
 3,901.204 22 EA 978.14 132.79 2,726.18 4.09 60.00

\$85,826.48 * Report Totals *** 316.95 MH 21,519 2,921 59,976 90 1,320**

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

'Unreviewed' Activities are marked.

Bid Date: Owner: Engineering Firm:

Estimator-In-Charge:

JOB DOES NOT HAVE NOTES

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

- 508 40 HR WEEK (5 X 8)
- 509 45 HR WEEK (5 X 9)
- 510 50 HR WEEK (5 X 10) (Default Calendar)**
- 511 55 HR WEEK (5 X 11)
- 512 60 HR WEEK (5 X 12)
- 513 65 HR WEEK (5 X 13)



Milestone Contractors, L.P.
 4755 West Arlington Rd.
 Bloomington, IN 47404
 Phone: (812) 330-2037
 Fax: (812) 330-2118

PCO Pricing Sheet

Date: November 20, 2023

www.milestonelp.com

Pages: 4

To: City of Bloomington
 Attn: Cecil Penland

Project: Hopewell East Phase 1

Description: S-10 BOLLARDS

Est. No.

Ref: S-10 BOLLARDS
Qty: 22 EA

Labor:

Total Labor Cost from Estimate Sheet:

Labor Subtotal \$ 21,519.00

Equipment:

Total Equipment Cost from Estimate Sheet:

Equipment Subtotal \$ 2,921.00

Material:

Total Material Cost from Estimate Sheet:

Material Subtotal \$ 59,976.00

Subcontractors:

Total Subcontractor cost from Attached Sheets:

Subcontractor Subtotal

Subtotal \$ 84,416.00

Bond (.75% rate) 10% \$ 696.43

Labor Markup 10% \$ 2,150.00

Equipment Markup 10% \$ 292.10

Material Markup 10% \$ 5,997.60

Subcontractor Markup 5% \$ -

Total \$ **93,552.13**

Per EA

Unit Price \$ **4,252.37**

ANY ITEM NOT SPECIFICALLY STATED ABOVE SHALL BE CONSIDERED NOT INCLUDED IN OUR PROPOSAL.

PLEASE CALL FOR CLARIFICATIONS OR IF ADDITIONAL PRICING IS REQUESTED.

Signature represents acceptance of this Proposal.

Signed: Tommy Gott

Date: November 20, 2023

Terms: Upon Receipt

Submitted By: Tommy Gott

Approved By: _____ Date

Printed: _____ Date

Project Quotation



TrafficGuard® Inc.
PO Box 201, Geneva, Illinois 60134
www.trafficguard.net
sales@trafficguard.net
877-727-7347 FAX: 800-814-7194

Created Date 11/7/2023 Quote Number 23-17171
Project Name Milestone Contractors North Inc. - Hopewell
Phase 1 East

Materials

Product	Product Description	Sales Price	Quantity	Total Price
HL 2008 F S20	"Heavy Traffic" Galvanized, 18 inch tall ground sleeve with welded in place stop pins and galvanized ground sleeve filler piece for flush mount when bollard is removed. Consists of 2008 ASTM P04 8" hot dipped galvanized filler piece and the 2008 ASTM W02 18" hot dipped galvanized sleeve.	\$2,340.00	22.00	\$51,480.00
SR8-4	4 unit storage rack - 56 LBS	\$688.00	1.00	\$688.00
SR8-6	Galvanized 6 unit storage rack with 8" tall holders - 84 LBS	\$968.00	3.00	\$2,904.00

Subtotal \$55,072.00
Shipping and Handling \$815.00
Grand Total \$55,887.00

This bid is valid 30 days

We accept Visa, MasterCard & American Express

This bid is valid 30 days and cannot be extended without expressed written confirmation from the manufacturer. Above prices do not include installation, site restoration or other site preparation necessary for a safe installation. Sales tax, if applicable is not included. **No retentions** allowed.

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Equip- Ment	Material	Supplie	Sub- Contract	Trucking
-------------------	------	--------------	------	-----------	-------	----------------	----------	---------	------------------	----------

BID ITEM = 1
 Description = BOLLARD RACK TYP 1

Land Item Unit =	SCHEDULE: EA	1	100	Takeoff Quan:	3.000	Engr Quan:	3.000
------------------	--------------	---	-----	---------------	-------	------------	-------

1 S-20 BOLLARD RACK TYP 1 MATERIAL **Quan: 3.00 EA Hrs/Shft: 10.00 Cal: 510 WC: 1**

2BOLRACKTYP1BOLLARD RACK TYP 1 1.00 3.00 EA 968.000 2,904

3 INSTALL BOLLARD RACK TYP 1 **Quan: 3.00 EA Hrs/Shft: 10.00 Cal: 510 WC: 1**

<u>BLANK</u>	(Mod) Blank Crew		4.50	CH	Prod:	0.4500 S	Lab Pcs:	3.00	Eqp Pcs:	0.00
3M	MISC. SUPPLIES	1.00	3.00	EA	75.000			225		
HSUP41-81	Hourly Superintendent 41/8	1.00	4.50	MH	40.650	346				
LAB	laborers (all except 41/81)	2.00	9.00	MH	27.400	482				
\$1,053.42	4.5000 MH/EA		13.50	MH	[157.493]	828		225		

=====> **Item Totals: 1 - BOLLARD RACK TYP 1**

\$3,957.42	4.5000 MH/EA	13.50	MH	[157.493]	828	2,904	225
1,319.140	3 EA				276.14	968.00	75.00

\$3,957.42 * Report Totals ***** 13.50 MH 828 2,904 225

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: Engineering Firm:

Estimator-In-Charge:

JOB DOES NOT HAVE NOTES

* on units of MH indicate average labor unit cost was used rather than base rate.

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- 608 48 HR WEEK (6 X 8)
- 609 54 HR WEEK (6 X 9)
- 610 60 HR WEEK (6 X 10)
- 611 66 HR WEEK (6 X 11)
- 612 72 HR WEEK (6 X 12)
- 613 78 HR WEEK (6 X 13)
- 614 84 HR WEEK (6 X 14)
- 800 SATURDAY ONLY (TIME & 1/2)
- 900 SUNDAY ONLY (DOUBLE TIME)



Milestone Contractors, L.P.
 4755 West Arlington Rd.
 Bloomington, IN 47404
 Phone: (812) 330-2037
 Fax: (812) 330-2118

PCO Pricing Sheet

Date: November 13, 2023

www.milestonelp.com

Pages: 4

To: City of Bloomington
 Attn: Cecil Penland

Project: Hopewell East Phase 1

Description: TYPE 1 BOLLARD RACK

Est. No.

Ref: TYPE 1 RACK

Qty: 3 EA

Labor:

Total Labor Cost from Estimate Sheet:

Labor Subtotal \$ 828.00

Equipment:

Total Equipment Cost from Estimate Sheet:

Equipment Subtotal

Material:

Total Material Cost from Estimate Sheet:

Material Subtotal \$ 2,904.00

Subcontractors:

Total Subcontractor cost from Attached Sheets:

Subcontractor Subtotal

Subtotal \$ 3,732.00

Bond (.75% rate) 10% \$ 30.79

Labor Markup 10% \$ 165.60

Equipment Markup 10% \$ -

Material Markup 10% \$ 290.40

Subcontractor Markup 5% \$ -

Total \$ 4,218.79

Per EA

Unit Price \$ 1,406.26

ANY ITEM NOT SPECIFICALLY STATED ABOVE SHALL BE CONSIDERED NOT INCLUDED IN OUR PROPOSAL.

PLEASE CALL FOR CLARIFICATIONS OR IF ADDITIONAL PRICING IS REQUESTED.

Signature represents acceptance of this Proposal.

Signed: Tommy Gott

Date: November 13, 2023

Terms: Upon Receipt

Submitted By: Tommy Gott

Approved By: _____ Date

Printed: _____ Date

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Equip- Ment	Material	Supplie	Sub- Contract	Trucking
-------------------	------	--------------	------	-----------	-------	----------------	----------	---------	------------------	----------

BID ITEM = 1
 Description = BOLLARD RACK TYP 2

Land Item Unit = SCHEDULE: 1 100
 EA Takeoff Quan: 1.000 Engr Quan: 1.000

1 S-20 BOLLARD RACK TYP 2 MATERIAL **Quan: 1.00 EA Hrs/Shft: 10.00 Cal: 510 WC: 1**

2BOLRACKTYP2BOLLARD RACK TYP 2 1.00 1.00 EA 688.000 688

3 INSTALL BOLLARD RACK TYP 2 **Quan: 1.00 EA Hrs/Shft: 10.00 Cal: 510 WC: 1**

<u>BLANK</u>	(Mod) Blank Crew		2.00	CH	Prod:	0.2000 S	Lab Pcs:	3.00	Eqp Pcs:	0.00
3M	MISC. SUPPLIES	1.00	1.00	EA	75.000			75		
HSUP41-81	Hourly Superintendent 41/8	1.00	2.00	MH	40.650	154				
LAB	laborers (all except 41/81)	2.00	4.00	MH	27.400	214				
\$443.18	6.0000 MH/EA		6.00	MH	[209.99]	368		75		

====> **Item Totals: 1 - BOLLARD RACK TYP 2**

\$1,131.18	6.0000 MH/EA		6.00	MH	[209.99]	368		688		75
1,131.180			1	EA		368.18		688.00		75.00

\$1,131.18 * Report Totals *** 6.00 MH 368 688 75**

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.
 This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: Engineering Firm:
 Estimator-In-Charge:

JOB DOES NOT HAVE NOTES

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

- 508 40 HR WEEK (5 X 8)
- 509 45 HR WEEK (5 X 9)
- 510 50 HR WEEK (5 X 10) (Default Calendar)**
- 511 55 HR WEEK (5 X 11)
- 512 60 HR WEEK (5 X 12)
- 513 65 HR WEEK (5 X 13)
- 514 70 HR WEEK (5 X 14)
- 608 48 HR WEEK (6 X 8)
- 609 54 HR WEEK (6 X 9)
- 610 60 HR WEEK (6 X 10)
- 611 66 HR WEEK (6 X 11)
- 612 72 HR WEEK (6 X 12)
- 613 78 HR WEEK (6 X 13)
- 614 84 HR WEEK (6 X 14)
- 800 SATURDAY ONLY (TIME & 1/2)
- 900 SUNDAY ONLY (DOUBLE TIME)



Milestone Contractors, L.P.
 4755 West Arlington Rd.
 Bloomington, IN 47404
 Phone: (812) 330-2037
 Fax: (812) 330-2118

PCO Pricing Sheet

Date: November 13, 2023

www.milestonelp.com

Pages: 4

To: City of Bloomington
 Attn: Cecil Penland

Project: Hopewell East Phase 1

Description: TYPE 2 BOLLARD RACK

Est. No.

Ref: TYPE 2 RACK

Qty: 1 EA

Labor:

Total Labor Cost from Estimate Sheet:

Labor Subtotal \$ 368.00

Equipment:

Total Equipment Cost from Estimate Sheet:

Equipment Subtotal

Material:

Total Material Cost from Estimate Sheet:

Material Subtotal \$ 688.00

Subcontractors:

Total Subcontractor cost from Attached Sheets:

Subcontractor Subtotal

Subtotal \$ 1,056.00

Bond (.75% rate) 10% \$ 8.71

Labor Markup 10% \$ 73.60

Equipment Markup 10% \$ -

Material Markup 10% \$ 68.80

Subcontractor Markup 5% \$ -

Total \$ 1,207.11

Per EA

Unit Price \$ 1,207.11

ANY ITEM NOT SPECIFICALLY STATED ABOVE SHALL BE CONSIDERED NOT INCLUDED IN OUR PROPOSAL.

PLEASE CALL FOR CLARIFICATIONS OR IF ADDITIONAL PRICING IS REQUESTED.

Signature represents acceptance of this Proposal.

Signed: Tommy Gott

Date: November 13, 2023

Terms: Upon Receipt

Submitted By: Tommy Gott

Approved By: _____ Date

Printed: _____ Date



City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Infrastructure

Description	Construction of infrastructure for Hopewell Phase I East Site.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	7
Status	Pending
Date Created	12/06/2023
Type	Scope Changes
Summary	Asphalt Pavement Areas - Aggregate Change from #8s to #53s
Change Order Description	<p>The type of aggregate below the asphalt pavement was changed from a 6" section of open-graded No. 8 aggregate to a 6" section of compacted No. 53 aggregate. The request for the change in aggregate type was initiated by Milestone. Milestone presented concerns regarding the open-graded No. 8 aggregate holding water leading to subgrade failure.</p> <p>Madison St Area: North: 6,302.5 SF South: 7,892.5 SF Total Area: 14,195 SF = 1,577.22 SY Total Volume: 262.87 CY --> Base Bid Quantity: 265 CY Use base bid quantity for deduct INDOT Quantity Factor 6 in. compacted aggregate = 0.333 T/SY Aggregate Quantity = 525 Tons</p>
Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,383,338.28
Change Order Amount	\$20,750.00

Revised Project Amount \$13,404,088.28

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0030	SP	CYS	\$100.000	265.000	\$26,500.00	-265.000	-\$26,500.00	0.000	\$0.00
COMPACTED AGGREGATE NO. 8									
Reason: Compacted aggregate No. 8 deleted from pavement section and replaced with No. 53 aggregate.									
0031	SP	TON	\$90.000	1,055.000	\$94,950.00	525.000	\$47,250.00	1,580.000	\$142,200.00
COMPACTED AGGREGATE NO. 53									
Reason: Compacted aggregate No. 8 deleted from pavement section and replaced with No. 53 aggregate.									
2 items			Totals		\$121,450.00		\$20,750.00		\$142,200.00

Attachments

Document	Name	Description	Submission Date
Madison_St_Area_Takeoff.pdf	Madison St Area Takeoff.pdf		12/06/2023 01:44 PM EST
1 attachment			

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

Engineer

Contractor

Board of Public Works

Title

Tommy Gott

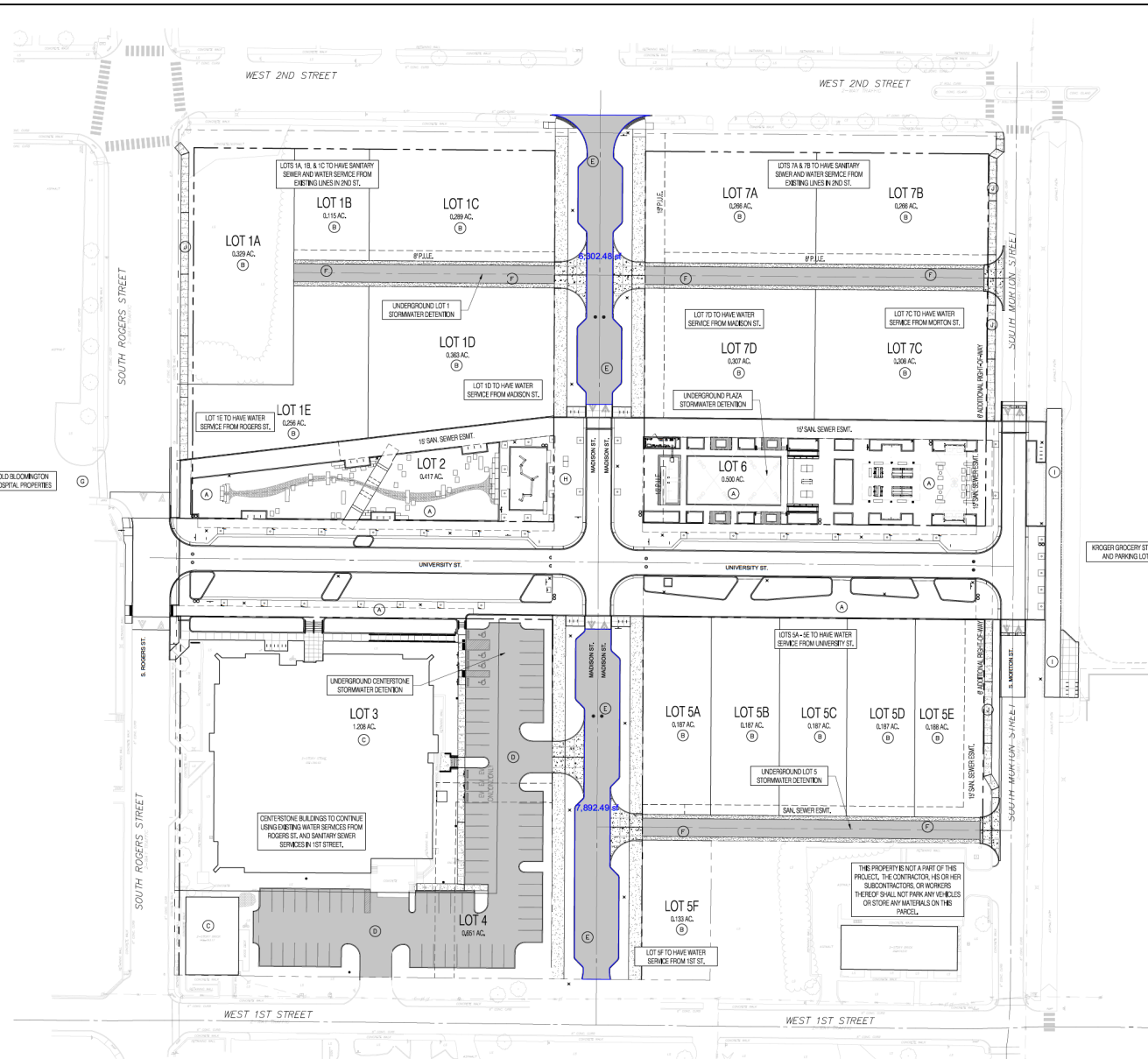
Digitally signed by Tommy Gott
DN: cn=US,
e=thomas.gott@milestonep.com,
o=Milestone Contractors,
ou=Milestone Contractors,
cn=Tommy Gott
Date: 2023.12.13 08:03:32-0500

Title

Date

Date

Date



PHASING NOTES

1. TOPOGRAPHIC AND SURVEY DATA INFORMATION REPRESENTATIVE OF EXISTING SITE CONDITIONS HAS BEEN OBTAINED FROM A TOPOGRAPHIC SURVEY CERTIFIED BY BSNLM FAYAT.
2. VERIFY DRAWING INFORMATION WITH EXISTING SITE CONDITIONS. PROMPTLY REPORT CONCEALED CONDITIONS, DISCREPANCIES, AND DEVIATIONS IN EXISTING CONDITIONS FROM INFORMATION SHOWN IN CONTRACT DOCUMENTS. THE OWNER SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED CHANGES OR EXTRA WORK REQUIRED TO CORRECT UNREPORTED DISCREPANCIES.
3. CONTRACTOR TO SECURE AND PAY FOR PERMITS, FEES AND INSPECTIONS NECESSARY FOR PROPER EXECUTION OF THE WORK. COMPLY WITH CODES AND REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION APPLICABLE TO THIS WORK.
4. ANY MATERIALS REMOVED FROM THE SITE SHALL BE DISPOSED OF IN A PROPER AND LEGAL MANNER AS REQUIRED BY AUTHORITIES HAVING JURISDICTION, AND LOCAL LAWS AND ORDINANCES.
5. DAMAGES TO EXISTING IMPROVEMENTS, EXCAVATION AND / OR REMOVAL OF ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION SHALL BE KEPT TO A MINIMUM. EXISTING IMPROVEMENTS TO REMAIN DAMAGED DURING CONSTRUCTION SHALL BE RESTORED, RECONSTRUCTED OR REPLACED BY CONTRACTOR, WITH NO ADDITIONAL PAYMENT MADE.
6. PROVIDE SMOOTH TRANSITION FROM NEW CONSTRUCTION TO EXISTING CONSTRUCTION TO REMAIN AS INDICATED ON DRAWINGS AND AS NECESSARY.
7. ALL CONSTRUCTION METHODS AND MATERIALS MUST CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF AUTHORITIES HAVING JURISDICTION.

PROJECT COORDINATION AND SEQUENCING NOTES:

1. THE CITY OF BLOOMINGTON HAS A SEPARATE PROJECT TO FULLY RECONSTRUCT 1ST STREET FROM MAPLE STREET TO COLLEGE AVENUE. THE TIMELINES FOR THIS PROJECT AND THE 1ST STREET PROJECT WILL OVERLAP. THE CONTRACTOR SHALL COORDINATE WITH THE CITY AND THE 1ST STREET CONTRACTOR FOR CONNECTION OF CERTAIN UTILITIES SHOWN ON THESE PLANS THAT ARE TO CONNECT WITH UTILITIES THAT ARE TO BE INSTALLED AS PART OF THE 1ST STREET PROJECT.
2. THE CONTRACTOR SHALL COORDINATE WITH THE CITY AND THE 1ST STREET PROJECT CONTRACTOR FOR THE TIMING OF THE MAINTENANCE OF TRAFFIC PHASES.
3. THE OLD BLOOMINGTON HOSPITAL LOCATED TO THE WEST OF THIS PROJECT ACROSS ROGERS STREET IS BEING FULLY CLOSED AT ANY TIME FROM THE HOSPITAL ENTRANCE FROM 10 TO 10ND STREET. THE CONTRACTOR SHALL COORDINATE WITH THE CITY AND THAT DEMOLITION CONTRACTOR FOR ANY DRAINAGE LANE CLOSURES NEEDED TO CONSTRUCT THE CURB AND SIDEWALK ON ROGERS STREET NEXT TO LOTS 1A, 1E AND 2. CLOSURE OF ROGERS STREET FROM UNIVERSITY STREET TO 1ST STREET SHALL BE DONE IN CONJUNCTION WITH THE 1ST STREET PROJECT CLOSURE OF THE INTERSECTION OF 1ST AND ROGERS.

Madison St Area:
 North: 6,302.5 SF
 South: 7,892.5 SF
 Total Area: 14,195 SF = 1,577.22 SY
 Total Volume: 262.87 CY
 Base Bid Quantity: 265 CY

INDOT Quantity Factor 6 in. compacted aggregate = 0.333 T/SY
 Aggregate Quantity = 525 Tons

LEGEND:

- EIGHT OF WAY LINE (EXISTING FM)
- EASEMENT LINE
- CENTER LINE
- EIGHT OF WAY LINE (NEW FM)
- PARKING STRIP
- (A) GREENWAY IMPROVEMENTS - SEE SHEETS LA101 AND LA102
- (B) FUTURE DEVELOPMENT LOTS - TO BE GRADED THEN SEEDED AND MULCHED
- (C) CENTERSTONE OF INDIANA FACILITY - EXISTING BUILDINGS TO REMAIN
- (D) CENTERSTONE OF INDIANA PARKING LOT - SEE SHEETS CD01 THROUGH CD10
- (E) NEW HANNA SCHOLARSHIP - MARKED STREET - SEE TYPICAL SECTIONS
- (F) NEW HANNA ALLEY - SEE TYPICAL SECTIONS
- (G) OLD BLOOMINGTON HOSPITAL ENTRANCE
- (H) FINWATER HARVESTING CISTERN
- (I) SHALE ASPHALT PAVEMENT AND SHOULDER REPLACEMENT
- (J) CONCRETE SIDEWALK - SEE DETAIL ON SHEET CD10

ON-SITE PERVIOUS & IMPERVIOUS AREAS	
TOTAL SITE AREA (ACRE) =	9.059
EXISTING PERVIOUS COVER (ACRE) =	2.554
EXISTING IMPERVIOUS COVER (ACRE) =	6.495
EXISTING IMPERVIOUS COVER (%) =	71.7%
PROPOSED PERVIOUS COVER (ACRE) =	0.886
PROPOSED IMPERVIOUS COVER (ACRE) =	8.173
PROPOSED IMPERVIOUS COVER (%) =	9.0%

*THIS TABLE QUANTIFIES IMPERVIOUS AND PERVIOUS COVER FOR THE ENTIRE PROJECT SITE INCLUDING CENTERSTONE FACILITIES. SUBLOTS SHOWN FOR ANTICIPATED FUTURE DEVELOPMENT HAVE ASSUMED A MINIMUM IMPERVIOUS COVER PERCENTAGE OF 80%.

DEVELOPMENT PLAN

Scale: 1" = 40'



NO.	DATE	DESCRIPTION

CITY OF BLOOMINGTON
 Bloomington, IN 47403

shrewsberry
 REA
 REGISTERED PROFESSIONAL ENGINEER

MAURICE D. WELLS, P.E.
 No. 1030418
 STATE OF INDIANA
 PROFESSIONAL ENGINEER

HOPEWELL INFRASTRUCTURE & SITE ENGINEERING
 PHASE 1 EAST - RE-BID
 CITY OF BLOOMINGTON
 BLOOMINGTON, INDIANA 47403

DATE: 03/15/2023	PROJECT NO: 21-0049
DRAWN BY: RDR	CHECKED BY: MDW
DRAWING STATUS:	

RE-BID
 OVERALL DEVELOPMENT PLAN
 SHEET NO: C101





City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Infrastructure

Description	Construction of infrastructure for Hopewell Phase I East Site.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	8
Status	Pending
Date Created	12/06/2023
Type	Scope Changes
Summary	Signage Updates - Accessible Parking and Back-In Parking
Change Order Description	<p>Back-in parking signage was added to the project to instruct how to use the back-in parking and restrict the spaces to back-parking only. The base bid did not include the quantity for the accessible parking signs at Centerstone's parking lot. This change order adds that quantity to the project.</p> <p>During the City's grading permit review the signage at the intersection of Rogers & University was removed because the grade breaks along Rogers St were reduced deleting the need for the signage. This change order updates quantities to reflect the plan updates.</p>
Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,383,338.28
Change Order Amount	\$6,804.00
Revised Project Amount	\$13,390,142.28


Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0046	SP	LFT	\$23.500	162.000	\$3,807.00	72.000	\$1,692.00	234.000	\$5,499.00
SIGN POST, SQ TYP 2, UNREINF, ANCHOR BASE									
0047	SP	EACH	\$800.000	12.000	\$9,600.00	6.000	\$4,800.00	18.000	\$14,400.00
SIGN POST ASSEMBLY									
0048	SP	SFT	\$30.000	53.000	\$1,590.00	20.000	\$600.00	73.000	\$2,190.00
SIGN, SHEET, WITH LEGEND, 0.80 IN. THICKNESS									
0050	SP	SFT	\$32.000	9.000	\$288.00	-9.000	-\$288.00	0.000	\$0.00
SIGN, SHEET, WITH LEGEND, 0.100 IN. THICKNESS									
4 items			Totals		\$15,285.00		\$6,804.00		\$22,089.00

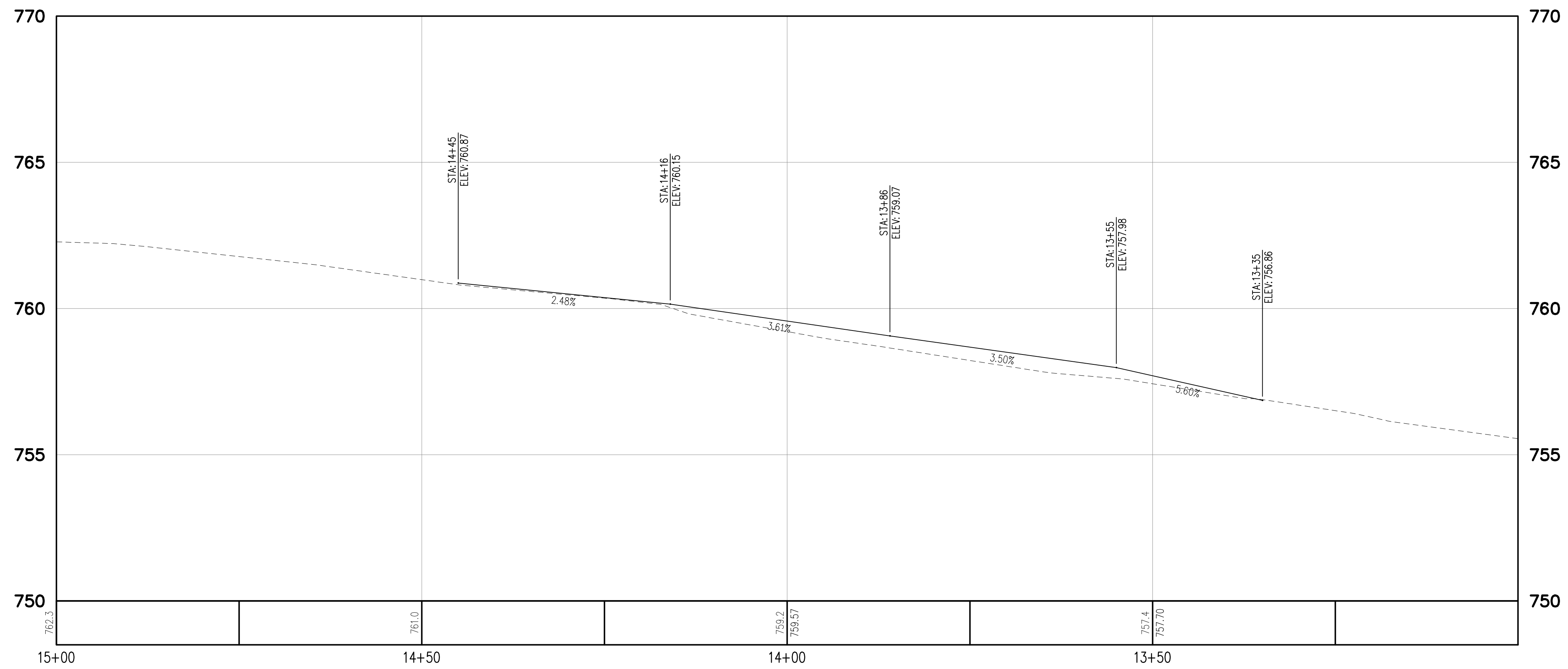
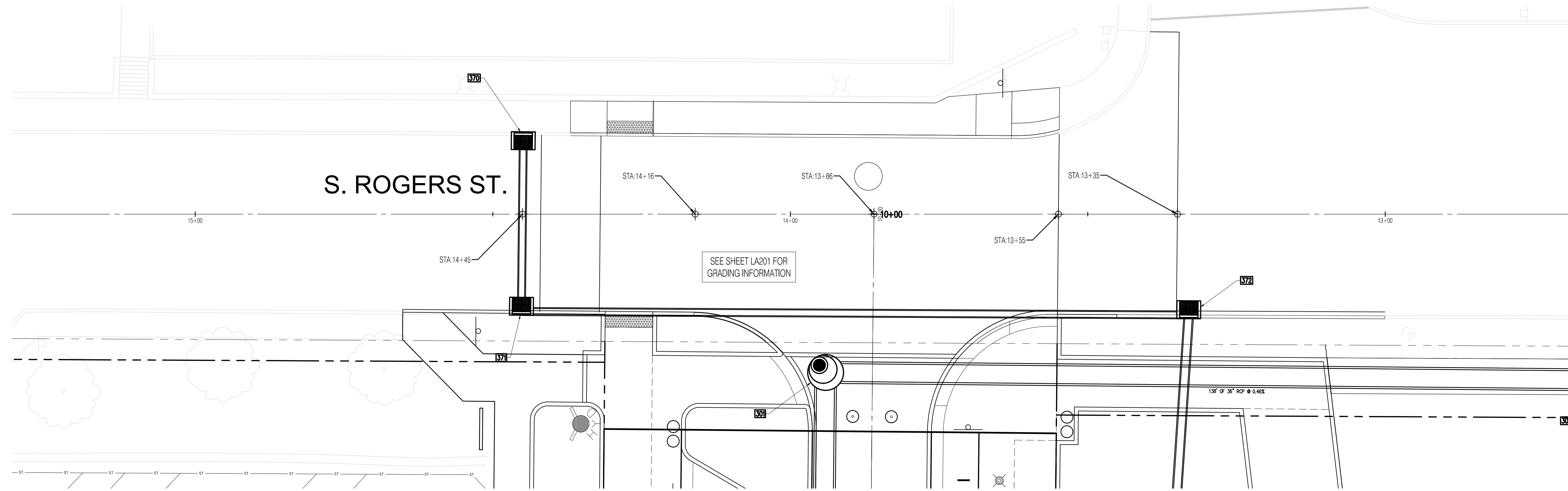
Attachments

Document	Name	Description	Submission Date
Hopewell_Phase_1_East_Field_Order_No._17_-_Rogers_St__Signag e_Updates_-_2023-12-06.pdf	Hopewell Phase 1 East_Field Order No. 17 - Rogers St & Signage Updates - 2023-12-06.pdf		12/06/2023 02:22 PM EST
1 attachment			

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

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

Digitally signed by Tommy Gott
DN: C=US,
E=thomas.gott@milestonelp.com,
O=Milestone Contractors,
OU=Milestone Contractors,
CN=Tommy Gott
Date: 2023.12.13 08:04:06-05'00'



REVISIONS	
NO.	DESCRIPTION

CLIENT:

CITY OF BLOOMINGTON
Bloomington, IN 47403

DESIGN TEAM

shrewsberry REA
ARCHITECTURAL CIVIL ENGINEERING PLANNING LAND SURVEYING

BEE
ARCHITECTURAL CIVIL ENGINEERING PLANNING LAND SURVEYING
TYNUM PARTO & ASSOCIATES, INC.
528 North Walnut Street
Bloomington, Indiana 47404 (317) 332-8030

CERTIFIED BY:

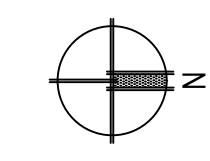
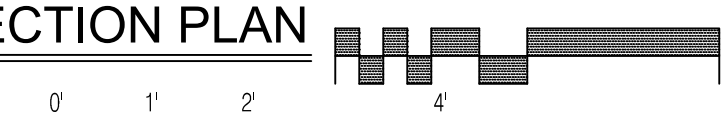
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HOPEWELL INFRASTRUCTURE & SITE ENGINEERING
PHASE 1 EAST - RE-BID
 CITY OF BLOOMINGTON
 BLOOMINGTON, INDIANA 47403

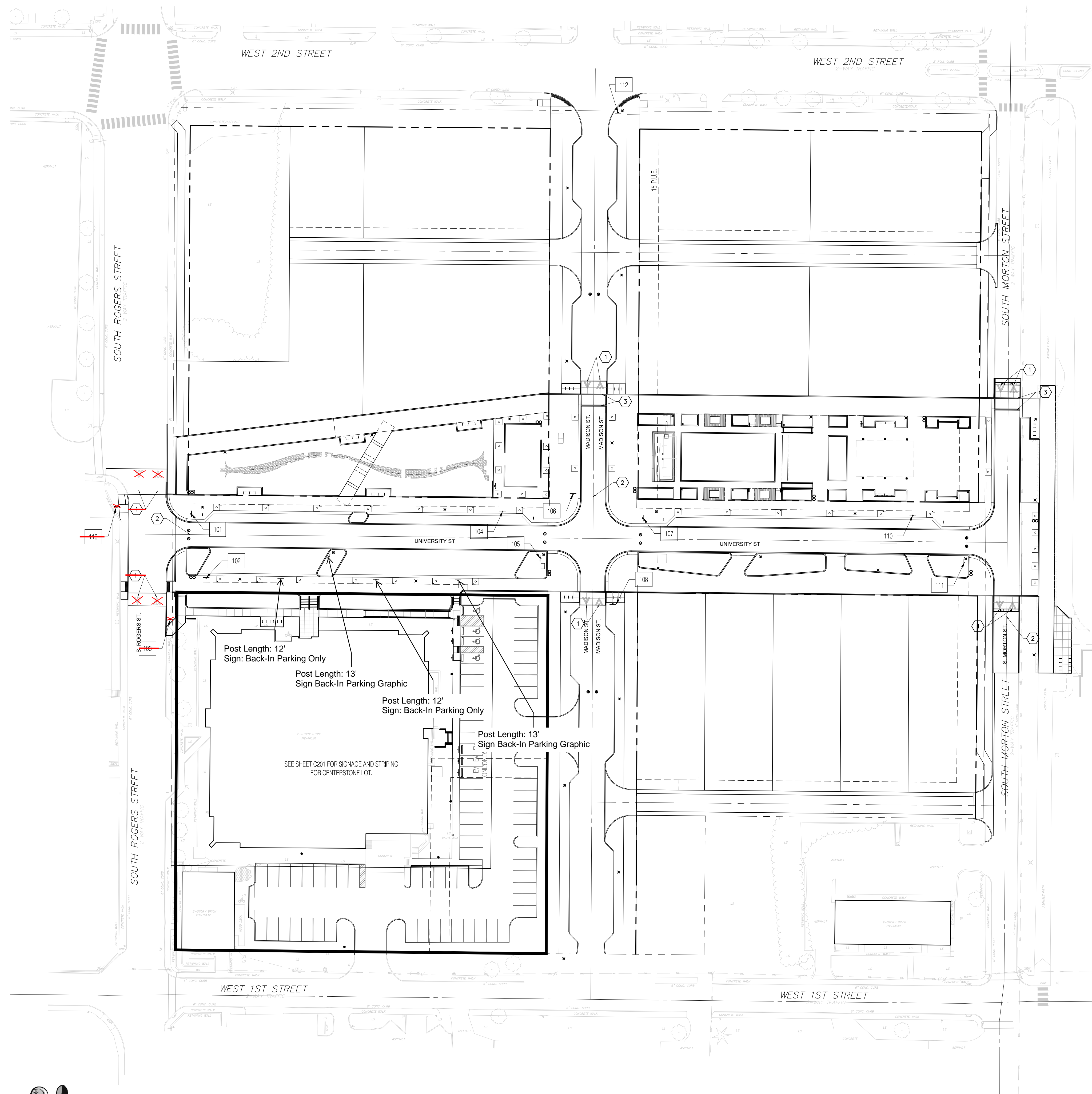
DATE: 03/15/2023	PROJECT NO.: 21-0049
DRAWN BY: RDR	CHECKED BY: MDW
DRAWING STATUS: RE-BID	
SHEET TITLE: ROGERS STREET IMPROVEMENT PLAN	
SHEET NO.: C101B	



ROGERS STREET INTERSECTION PLAN
Scale: 1/2" = 1'-0"



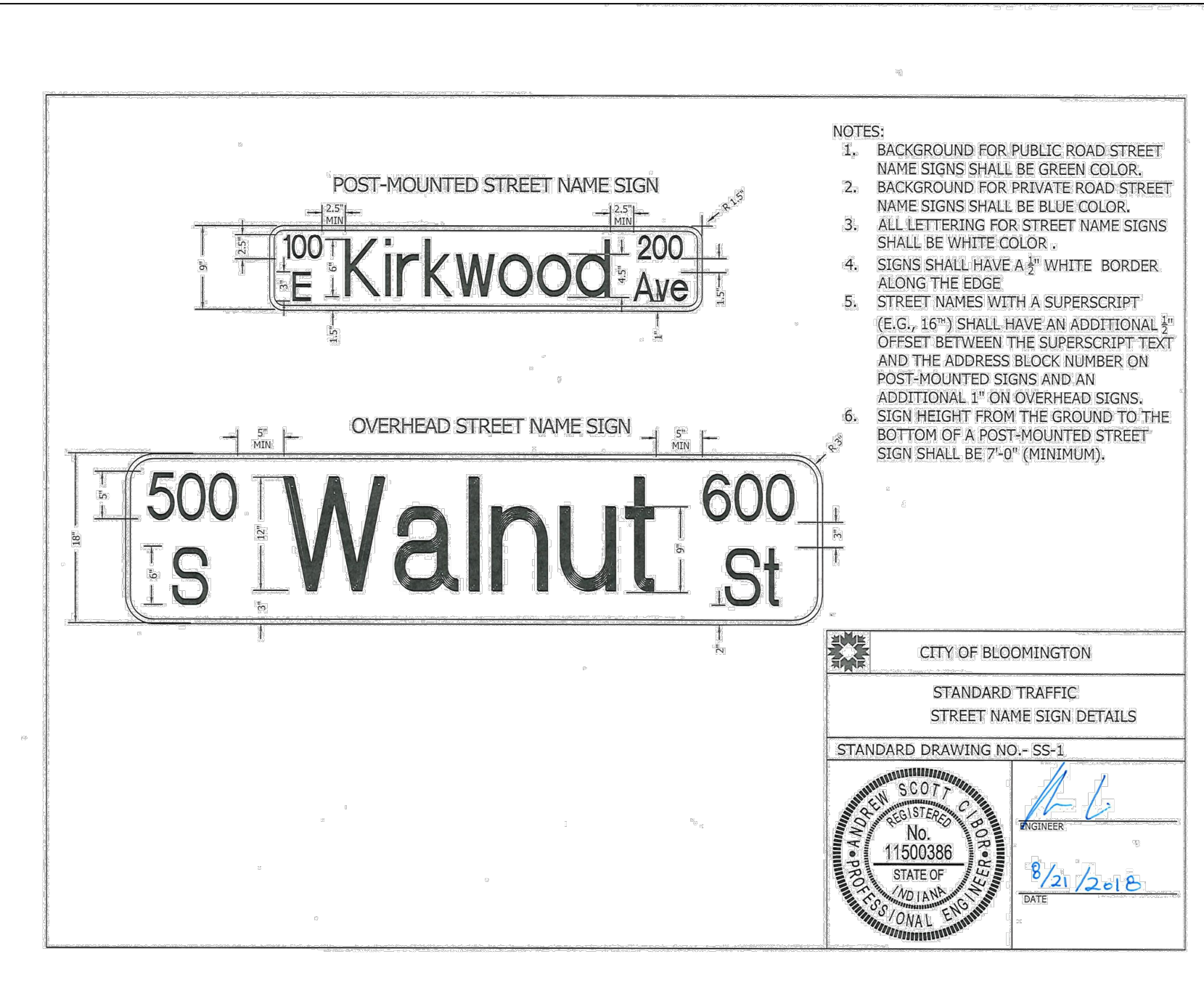
7/10/2023 10:41 AM User: kml



SHEET SIGN AND POST SUMMARY															
POST ID	SIGN ID	STREET NAME	MUTCD CODE	DESCRIPTION	DIR OF TRAVEL	SIGN SIZE		GROUND MOUNTED SIGN AREA (SQ. FT.)			SIGN COLOR		POST		
						WIDTH INCHES	HEIGHT INCHES	SINGLE FACED 0.000' 0.100'	DOUBLE FACED 0.000' 0.100'	BACKGROUND COLOR	LEGEND COLOR	SQUARE			
												1	2	TOTAL	
201	201-1	RODGERS ST	R1-1	STOP	W	30	30	6.25			RED	WHITE	14.50	14.50	
201	201-2	RODGERS ST	D3-1	STREET NAME	E/W	48	9		3.00		GREEN	WHITE		0.00	
201	201-3	UNIVERSITY ST	D3-1	STREET NAME	N/S	60	9		3.75		GREEN	WHITE		0.00	
302	302-1		R7-8	PARKING RESTRICTION	E	12	18	1.50			WHITE	GREEN	12.50	12.50	
302	302-2		R7-8P	VAN ACCESSIBLE	E	12	6	0.50			WHITE	GREEN		0.00	
303	303-1		W13-1	SPEED HUMP	N	30	30	6.25			YELLOW	BLACK	18.50	18.50	
303	303-2		W13-2P	ADVISORY SPEED (20MPH)	N	18	18	2.25			YELLOW	BLACK		0.00	
304	304-1		R7-8	PARKING RESTRICTION	W	12	18	1.50			WHITE	GREEN	12.50	12.50	
305	305-1		R1-1	STOP	E	30	30	6.25			RED	WHITE	13.50	13.50	
305	305-2		R1-3P	ALL WAY	E	18	6	0.75			RED	WHITE		0.00	
306	306-1		R1-1	STOP	S	30	30	6.25			RED	WHITE	13.50	13.50	
306	306-2		R1-3P	ALL WAY	S	18	6	0.75			RED	WHITE		0.00	
307	307-1		R1-1	STOP	W	30	30	6.25			RED	WHITE	15.00	15.00	
307	307-2		R1-3P	ALL WAY	W	18	6	0.75			RED	WHITE		0.00	
307	307-3	MADISON ST	D3-1	STREET NAME	E/W	54	9		3.38		GREEN	WHITE		0.00	
307	307-4	UNIVERSITY ST	D3-1	STREET NAME	N/S	60	9		3.75		GREEN	WHITE		0.00	
308	308-1		R1-1	STOP	N	30	30	6.25			RED	WHITE	13.50	13.50	
308	308-2		R1-3P	ALL WAY	N	18	6	0.75			RED	WHITE		0.00	
309	309-1		R7-8	PARKING RESTRICTION	N	12	18	1.50			WHITE	GREEN	0.00	0.00	
110	110-1		R7-8	PARKING RESTRICTION	W	12	18	1.50			WHITE	GREEN	12.00	12.00	
111	111-1		R1-1	STOP	E	30	30	6.25			RED	WHITE	14.50	14.50	
111	111-2	MORTON ST	D3-1	STREET NAME	E/W	48	9		3.00		GREEN	WHITE		0.00	
111	111-3	UNIVERSITY ST	D3-1	STREET NAME	N/S	60	9		3.75		GREEN	WHITE		0.00	
112	112-1		R1-1	STOP	N	30	30	6.25			RED	WHITE	13.00	13.00	
113	113-1		W13-1	SPEED HUMP	S	30	30	6.25			YELLOW	BLACK	14.50	14.50	
113	113-2		W13-2P	ADVISORY SPEED (20MPH)	S	18	18	2.25			YELLOW	BLACK		0.00	
TOTALS								199.25	0.00	0.00	20.63			168.88	134.00
Centerstone Accessible Space 01	R7-8	Parking Restriction	12	18	1.50	Green	White	12.50	12.50						
Centerstone Accessible Space 02	R7-8	Parking Restriction	12	18	1.50	Green	White	12.50	12.50						
Centerstone Accessible Space 03	R7-8	Parking Restriction	12	18	1.50	Green	White	12.50	12.50						
Centerstone Accessible Space 04	R7-8P	Van Accessible	12	6	0.50	Green	White	12.50	12.50						
Centerstone Accessible Space 05	R7-8P	Van Accessible	12	6	0.50	Green	White	12.00	12.00						
Back-In Parking Only 01	N/A	Back-In Parking Only	24	30	5.00	Green	White	13.00	13.00						
Back-In Parking Graphic 01	N/A	Back-In Parking Graphic	24	30	5.00	Green	White	13.00	13.00						
Back-In Parking Only 02	N/A	Back-In Parking Only	12	18	1.50	Green	White	12.00	12.00						
Back-In Parking Graphic 02	N/A	Back-In Parking Graphic	24	30	5.00	Green	White	13.00	13.00						
FO Grand Total								72.75					234.00		

- INDIANA MUTCD.**
- ALL SIGNS LOCATIONS ARE TO BE FIELD VERIFIED FOR UTILITY CONFLICT PRIOR TO INSTALLATION. UTILITY LOCATES ARE REQUIRED FOR ALL SIGN POST INSTALLATIONS.
 - PRISMATIC HIGH INTENSITY SHEETING OR BETTER SHALL BE USED FOR ALL SIGNS.
 - ALL STREET NAME SIGNS SHALL BE MIXED UPPER AND LOWER CASE PER CITY OF BLOOMINGTON STANDARDS.
 - ALL STREET NAME SIGNS SHALL HAVE SHOP DRAWINGS APPROVED BY THE CITY PRIOR TO FABRICATION AND INSTALLATION.
 - EACH STREET NAME SIGN SHALL BE INSTALLED PARALLEL TO THE STREET WHICH IT NAMES.
 - APPLICATION OF PRIMER IS REQUIRED PRIOR TO INSTALLATION OF THERMOPLASTIC PAVEMENT MARKINGS ON CONCRETE SURFACES.

ITEM	DESCRIPTION
1	PAVEMENT MESSAGE MARKINGS THERMOPLASTIC LANE INDICATION ARROW
2	RAISED PAVEMENT MARKER
3	LINE, THERMOPLASTIC, SOLID, WHITE, 6 IN.
	12" THERMOPLASTIC WHITE CHEVRON PAVEMENT MARKINGS FOR SPEED TABLE PER IN MUTCD FIGURE 3B-30, OPTION B
	BLUE RAISED RETROREFLECTIVE PAVEMENT MARKER INSTALLED AT CENTERLINE OF ROADWAY PERPENDICULAR TO FIRE HYDRANT LOCATION SEE INDOT STANDARD SPECIFICATIONS SECTION 808.11
	6" THERMOPLASTIC LINES FOR SIDEWALK CROSSINGS. COST OF MATERIAL, LABOR AND EQUIPMENT TO COMPLETE THIS WORK SHALL BE CONSIDERED IN OTHER ITEMS.



SIGNAGE AND PAVEMENT MARKING PLAN
Scale: 1" = 40'-0"

NO.	DATE	DESCRIPTION

CLIENT:
CITY OF BLOOMINGTON
 Bloomington, IN 47403

DESIGN TEAM:
shrewsberry REA
 ARCHITECTURAL, CIVIL ENGINEERING, PLANNING, SURVEYING
 BEE ARCHITECTURAL, CIVIL ENGINEERING, PLANNING, SURVEYING
 TYNUM, PANTO & ASSOCIATES, INC.
 528 North Walnut Street
 Bloomington, Indiana 47404 (812) 332-8030

CERTIFIED BY:
MATTHEW D. WALLACE
 REGISTERED PROFESSIONAL ENGINEER
 No. 10302418
 STATE OF INDIANA
 Matthew D. Wallace

HOPEWELL INFRASTRUCTURE & SITE ENGINEERING
PHASE 1 EAST - RE-BID
 CITY OF BLOOMINGTON
 BLOOMINGTON, INDIANA 47403

DATE: 03/15/2023 PROJECT NO.: 21-0049
 DRAWN BY: RDR CHECKED BY: MDW
 DRAWING STATUS: RE-BID
 SHEET TITLE: SIGNAGE AND PAVEMENT MARKING PLAN
 SHEET NO.: C102B





Board of Public Works Staff Report

Project/Event: Atlantic Engineering Group (AEG)
Staff Representative: Alex Gray
Petitioner/Representative: Bret Simons
Date: December 19th, 2023

Report: AEG is requesting lane closures and sidewalk closures in multiple locations of their project work areas. This request is to accommodate work on fiber installation via boring and aerial fiber installation. The traffic control would be in place from December 26th through the end of project, which we're estimating to be 4 weeks per project area.

AEG has supplied various maintenance of traffic plans for all work. They are also placing door hangers for public notice to property owners about scope of their work and contact information for if there are any issues. (see packet for details).

AEG is requesting for 2 area projects to be granted through this BPW meeting. The following area includes...

N Lincoln St This will include aerial and underground fiber placement and will consist of the areas between E 12th St through E 10th St between N Indiana Ave and N College Ave/N Morton St.

N Williams St This will include aerial and underground fiber placement and will consist of the areas between W 11th St through W 3rd St and between N Elm St and N Rogers St.




CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130
P.O. Box 100
Bloomington, IN 47402

Phone: (812) 349-3913
Fax: (812) 349-3520
Email:
engineering@bloomington.in.gov

ROW EXCAVATION ROW USE

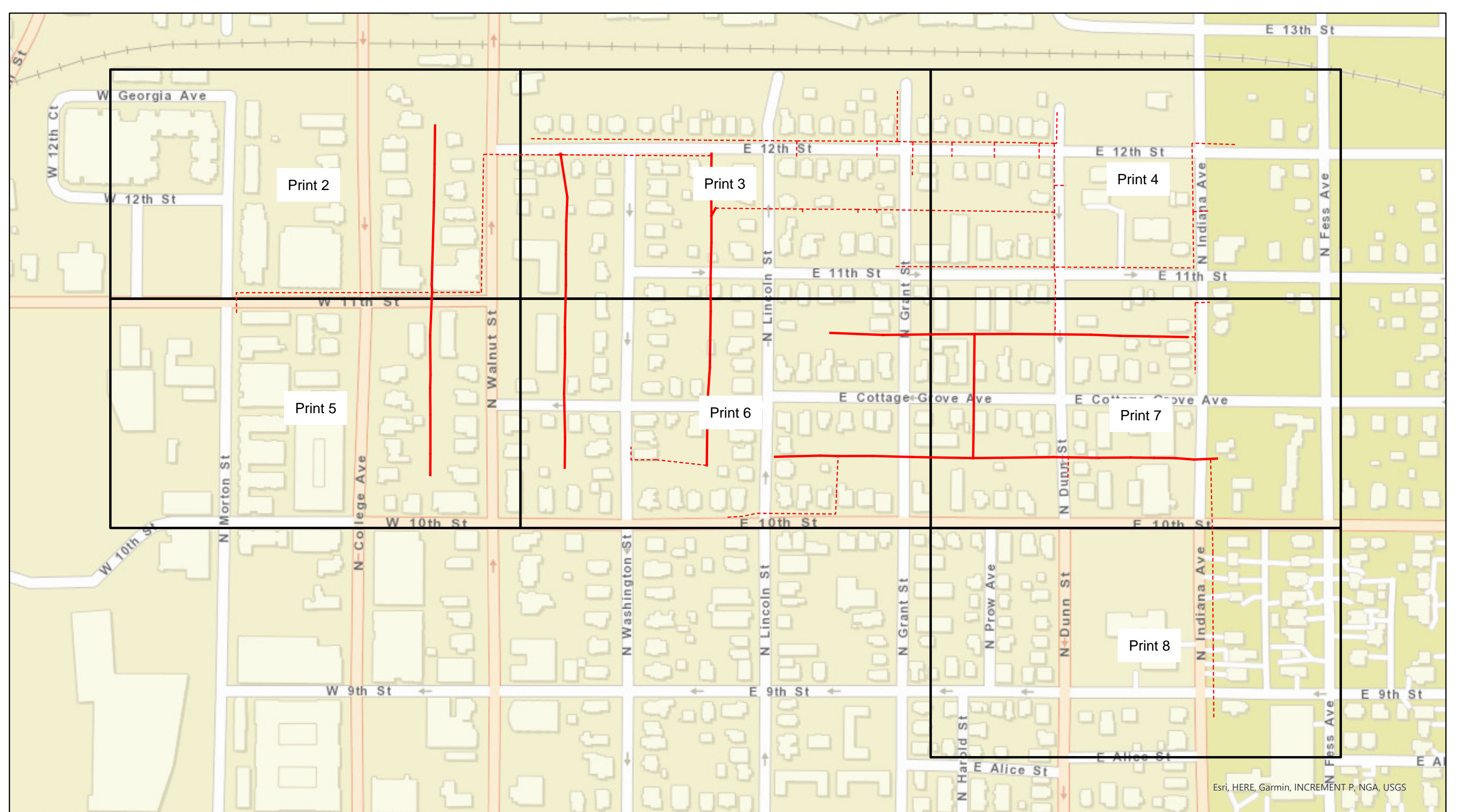
ADDRESS OF ROW ACTIVITY: _____

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: _____ E-MAIL: _____ COMPANY: _____ ADDRESS: _____ CITY, STATE, ZIP: _____ 24-HR EMERGENCY CONTACT NAME: _____ 24-HR CONTACT PHONE #: _____ INSURANCE #*: TB5-691-473497-082 COMPANY: ACORD BOND#*: _____ COMPANY: _____ <small>* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small>	D. TRAFFIC CONTROL DEVICES*: <input type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES <input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small>
SUBCONTRACTOR INFORMATION (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: _____	E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N <small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small>
B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): _____ <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: _____ PROJECT #: _____ PROJECT MGR.: _____ PROJECT MGR. #: _____ <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY</small>
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED START DATE: _____ END DATE: _____ # OF DAYS*: _____ STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED START DATE: _____ END DATE: _____ # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small>	G. EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS : _____ <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____ <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: _____ <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: _____ SQ FT OF SIDEWALK RECONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: _____
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/> REQUESTED CLOSURE HOURS: _____ AM - _____ PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small>	 TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.
H. INDEMNIFICATION AGREEMENT: The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant. I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: _____ SIGNATURE: <u>Bret Simans</u> DATE: _____	

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____

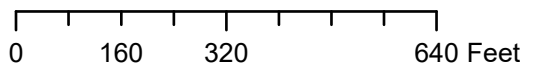


Esri, HERE, Garmin, INCREMENT P, NGA, USGS



Legend BLN01b-F09_N Lincoln St

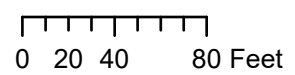
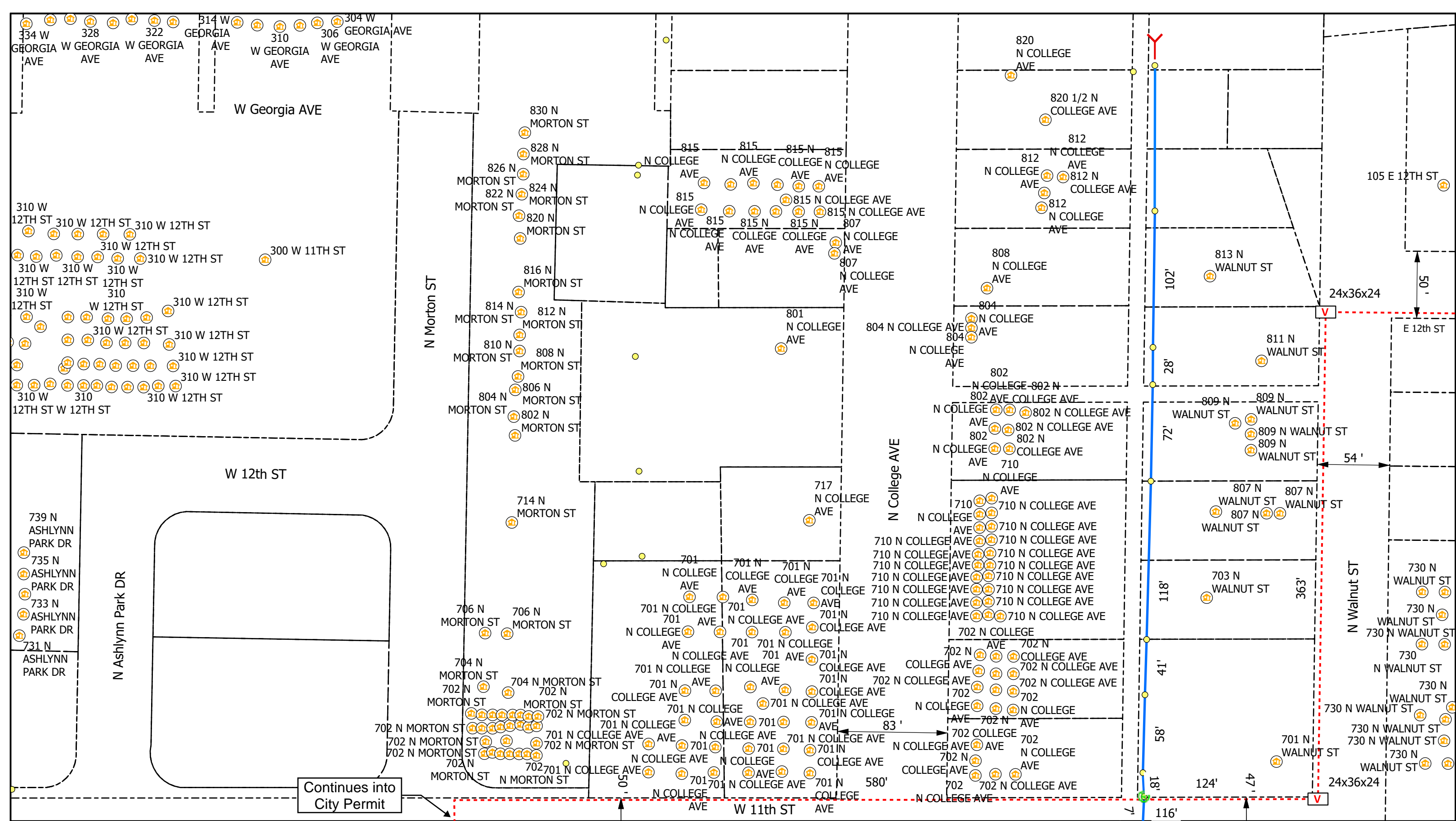
- Overhead Strand
- - - Conduit
- Grids



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- Ⓡ Risers
- ⬆ Sidewalk
- V Vaults
- Overhead Strand
- - - Conduit
- 🏠 Address
- Y Anchor
- Bloomington_Parcels
- Grids

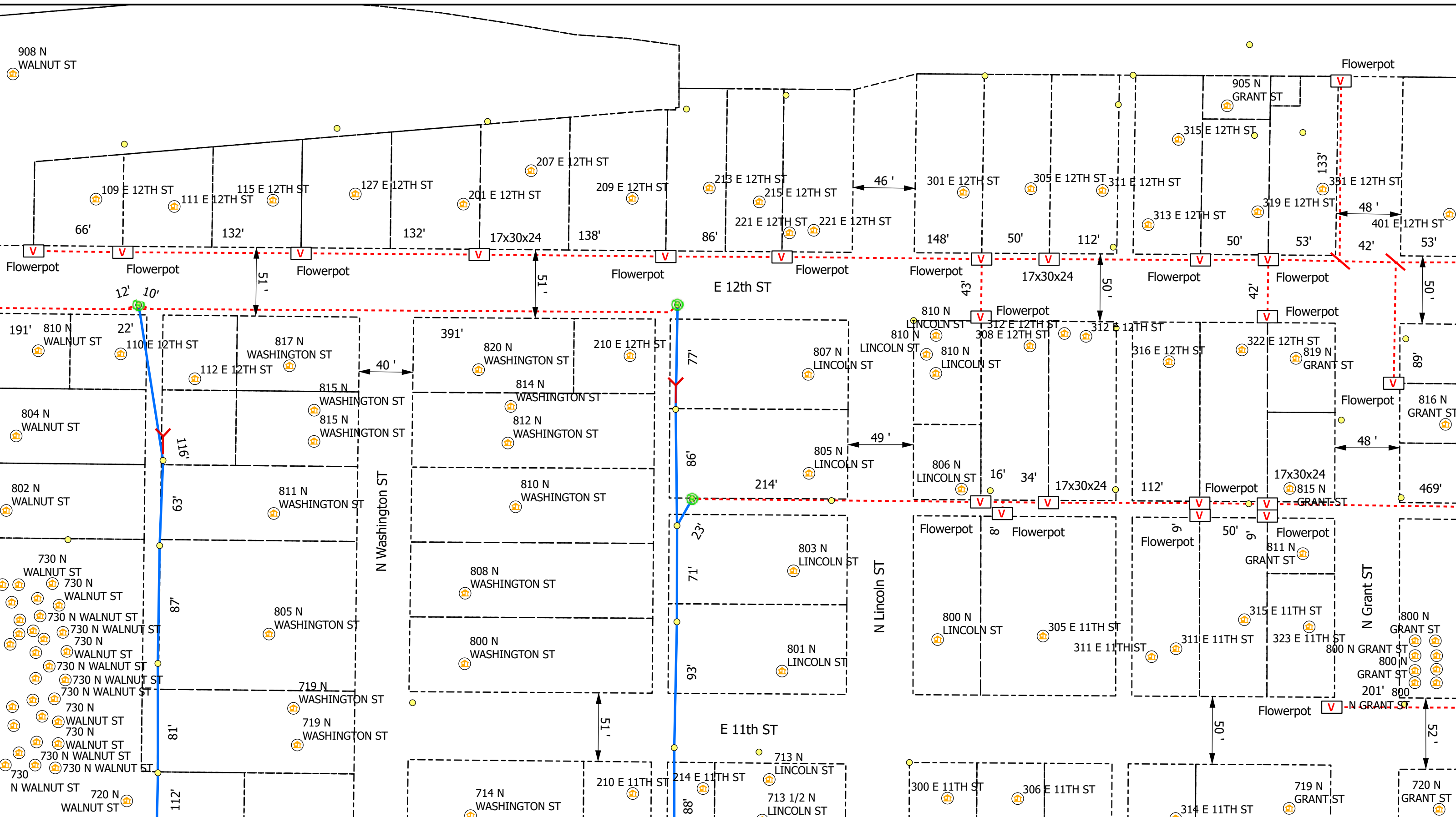
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



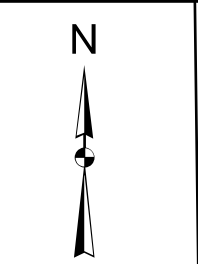


0 20 40 80 Feet

Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- ⊕ Risers
- A Address
- Y Anchor
- ↖ Sidewalk
- Bloomington_Parcels
- Grids

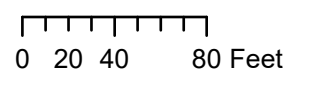
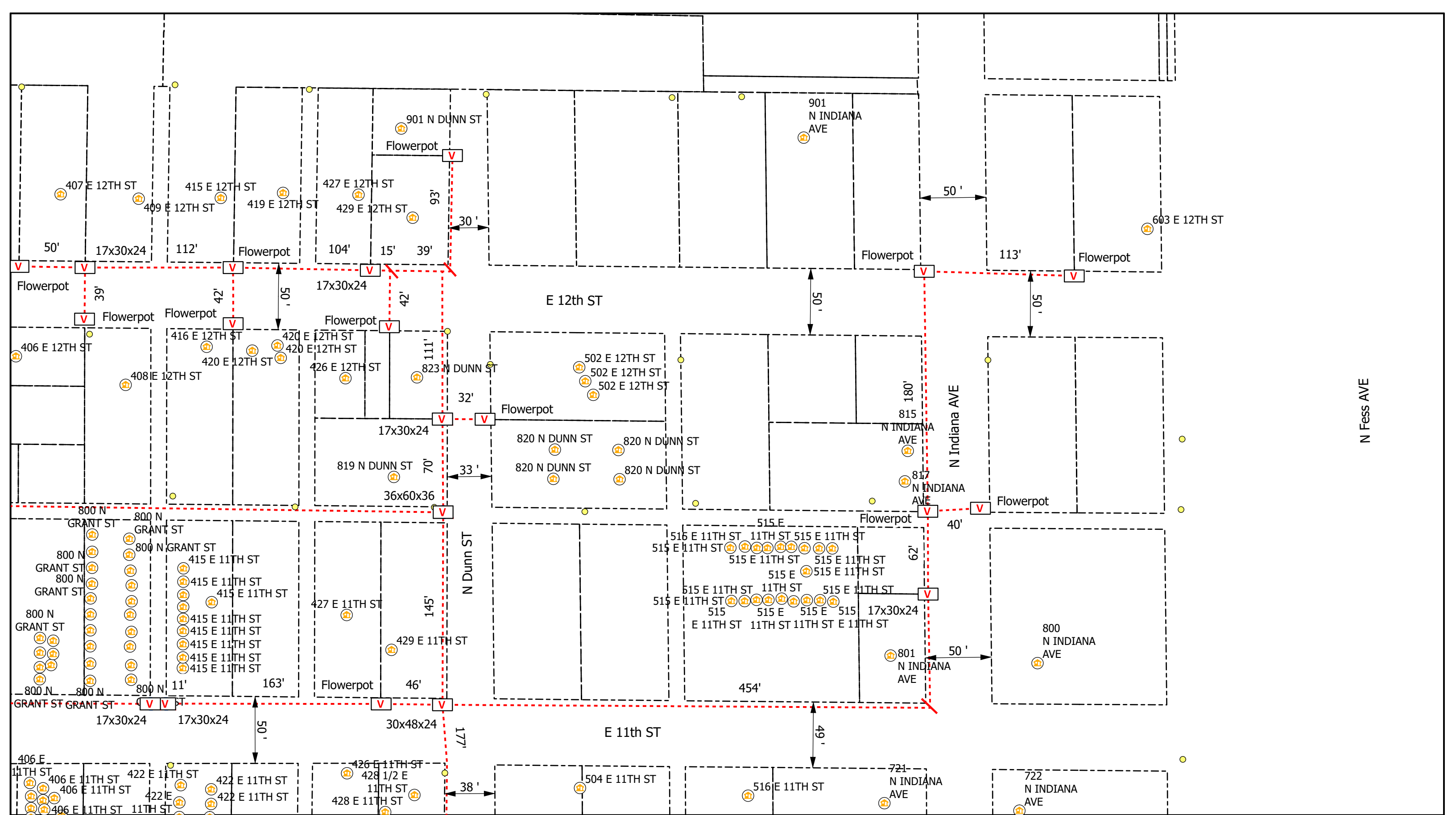
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

Print 3 of 8



Legend

- Poles
- V Vaults
- Overhead Strand
- - - Conduit
- Ⓡ Risers
- Ⓜ Address
- Y Anchor
- ↖ Sidewalk
- Bloomington_Parcels
- Grids

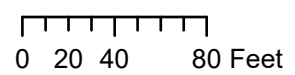
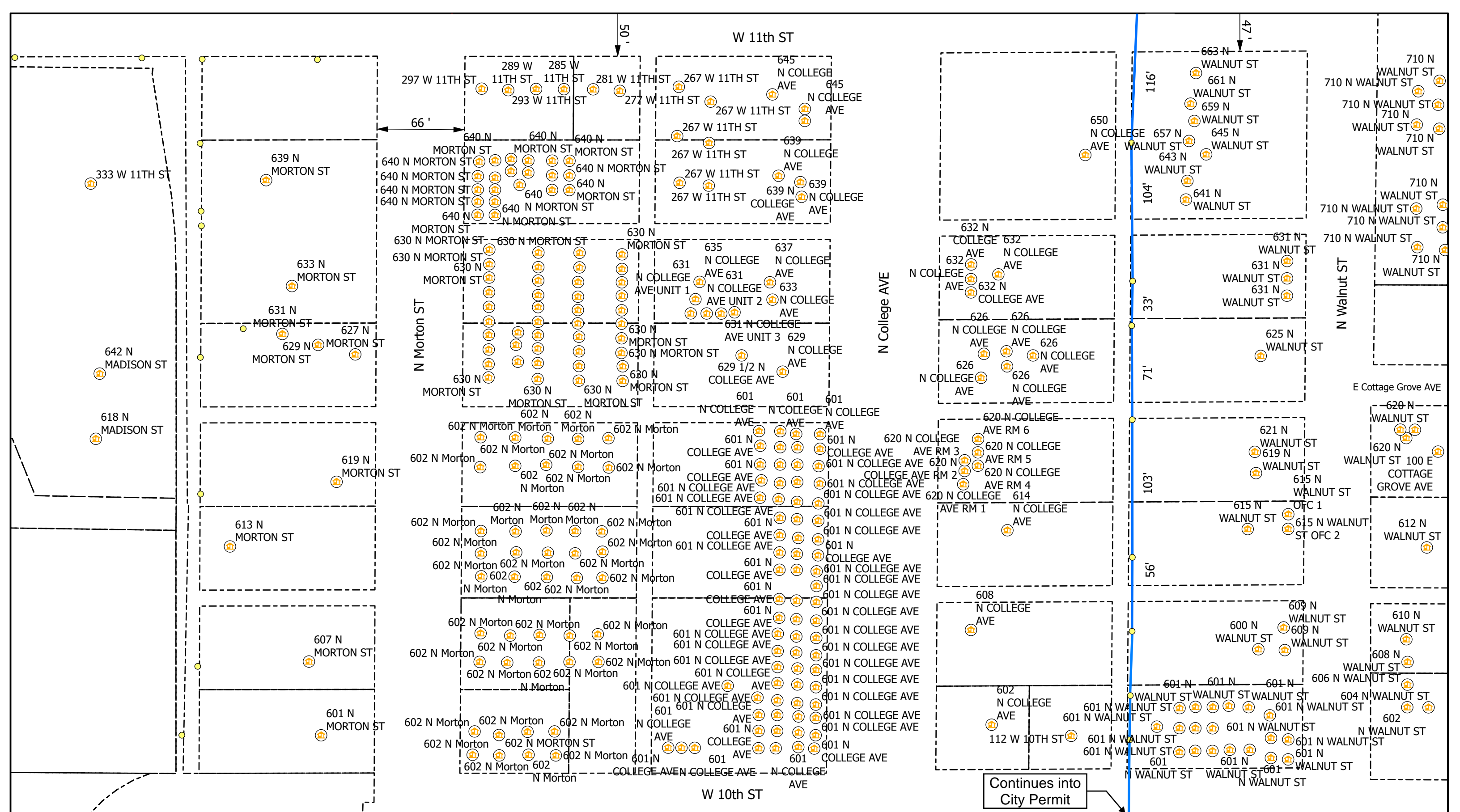
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
- Overhead Strand
- - - Conduit
- Ⓡ Risers
- Ⓜ Address
- Y Anchor
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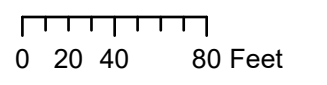
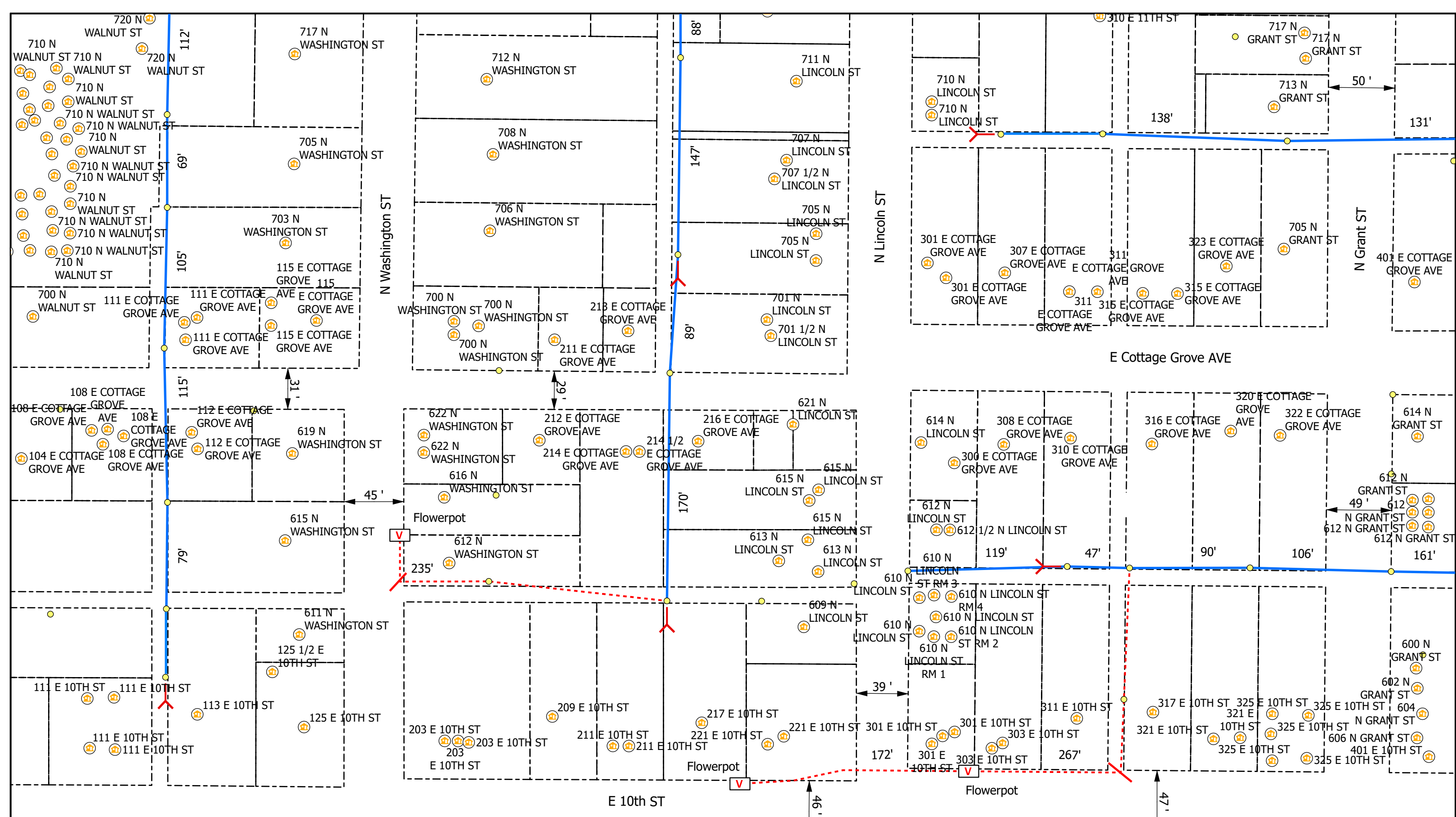
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- Ⓡ Risers
- Ⓜ Vaults
- Overhead Strand
- - - Conduit
- Ⓜ Address
- Y Anchor
- ↖ Sidewalk
- Bloomington_Parcels
- Grids

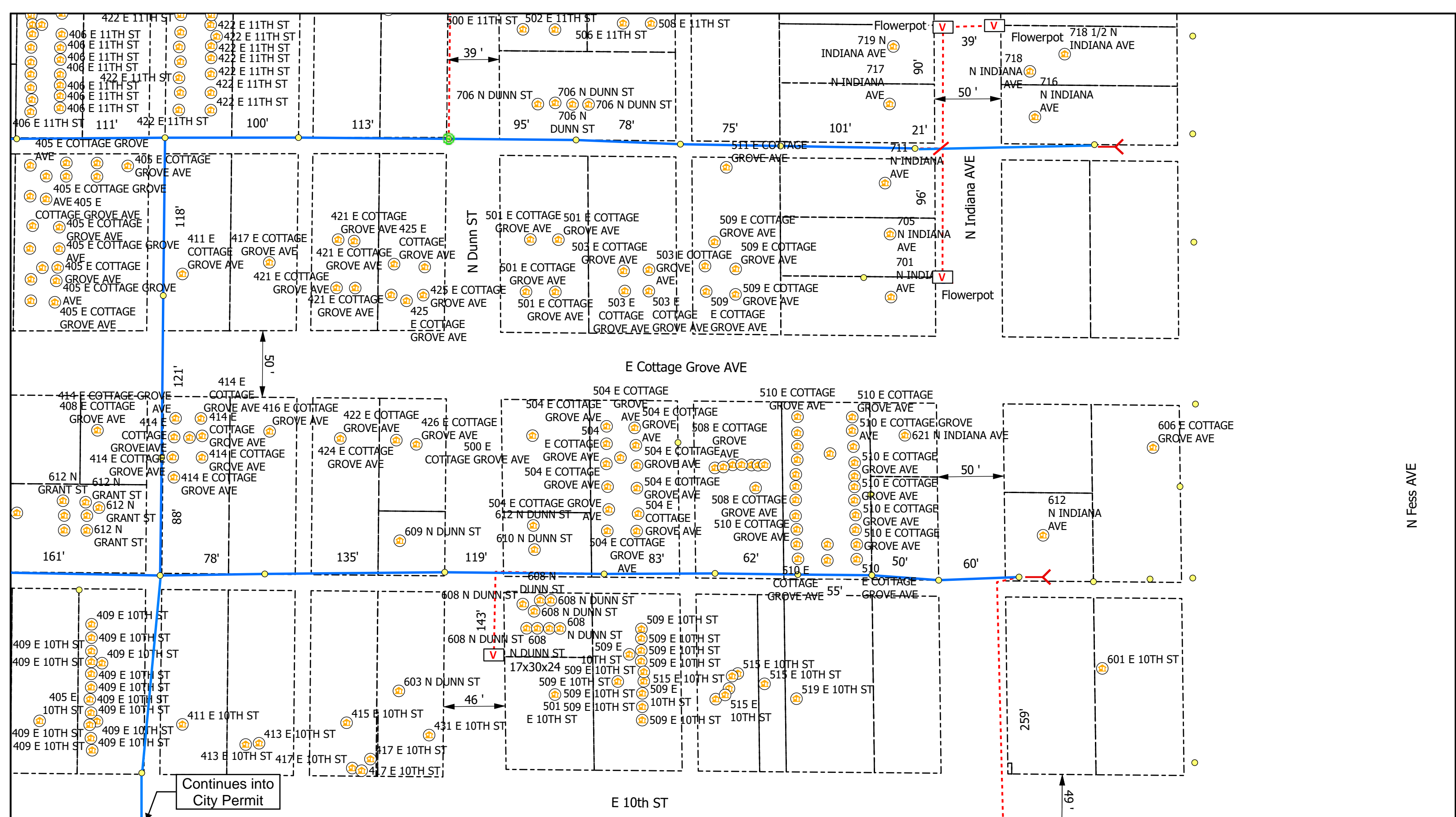
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Continues into City Permit



Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- R Risers
- Ⓜ Address
- Y Anchor
- ↖ Sidewalk
- Bloomington_Parcels
- Grids

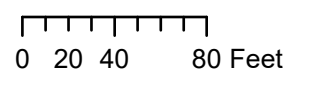
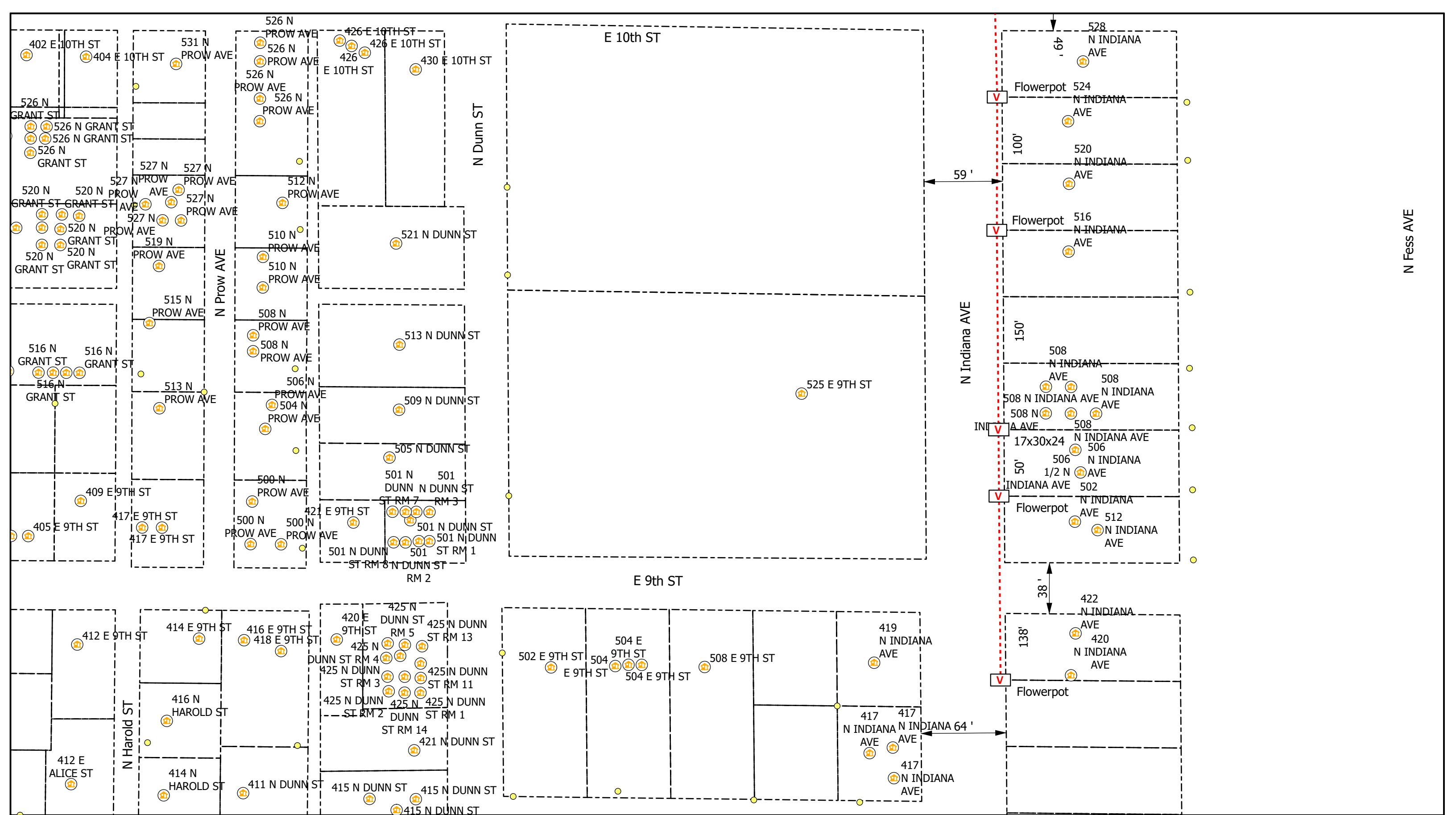
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

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Legend

- Poles
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All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



Carlton® PV-Mold® Nonmetallic Pole Riser System

Carlton PV-Mold is a nonmetallic pole riser system designed to protect communications power cable installed on poles.

Features:

- Meets or exceeds requirements outlined in the National Electric Safety Code (NESC).
- Designed in accordance with NEMA TC-19 specifications.
- Ultraviolet, cold temperature and corrosive atmosphere resistant.
- Schedule 40 wall meets Schedule 80 PVC conduit impact requirements per NEMA TC-19.
- No grounding required.
- Belled end fits over each added section or conduit.
- Flame retardant.
- Requires no maintenance.
- PV-Mold acts as an insulator against electrical shock.
- Interchangeable parts and accessories to match the needs of specific requirements.

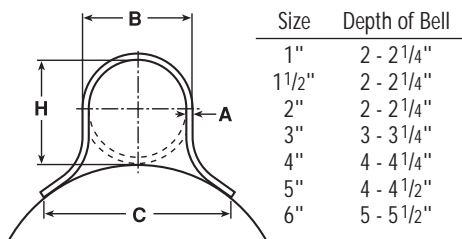


Steel U-Guard requires grounding strapping and does not have belled ends.



PV-Mold has belled ends, flanged design and does not require grounding.

Flanged Overall Length 10 Feet, Including Bell

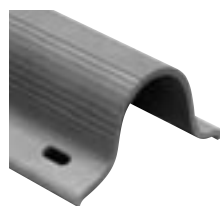


Slots are 1/2" from side to side, and allow for expansion and contraction.

Slot Dimensions: for sizes 2" through 6" are 5/16" wide, 3/4" long.

Slot Dimensions: for 1" and 1 1/2" are 3/16" wide, 3/4" long.

Slot Spacing: 18" from center, beginning 6" from end.



Standard Duty

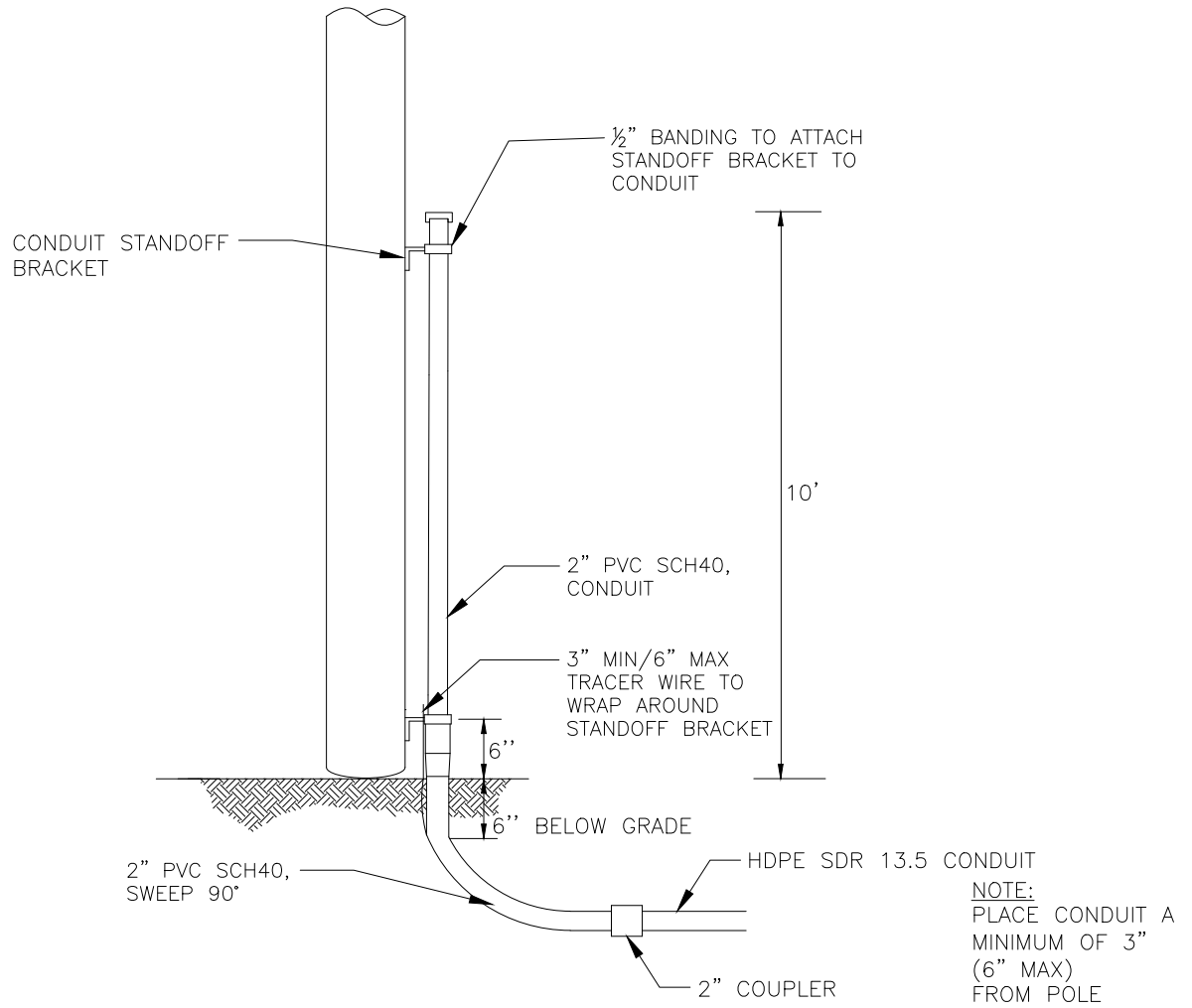
Part No.	Size	Std. Ctn. Qty.	Std. Ctn. Wt. (lbs.)	Dimensions				Actual Impact @ 0°C 20 Pound Top
				A	B	C	H	
59208N	1"	294	1059	0.100"	1 5/8"	2 3/8"	1 5/8"	40 Ft.-Lbs.
59211N	2"	136	726	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59211X (5' length)	2"	136	363	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59213N	3"	66	761	0.150"	3 1/2"	6"	3 1/2"	110 Ft.-Lbs.
59213X (5' length)	3"	66	381	0.150"	3 1/2"	6"	3 1/2"	100 Ft.-Lbs.
59215N	4"	65	910	0.150"	4 1/2"	6 1/2"	4 1/2"	110 Ft.-Lbs.
59216N	5"	30	515	0.150"	5 1/2"	7 1/2"	5 1/2"	110 Ft.-Lbs.

Heavy Duty Schedule 40

59010N	1 1/2"	200	1142	0.145"	1 29/32"	3 1/2"	1 29/32"	100 Ft.-Lbs.
59011N	2"	136	1214	0.154"	2 3/8"	4 1/2"	2 3/8"	150 Ft.-Lbs.
59013N	3"	66	937	0.216"	3 1/2"	6"	3 9/32"	150 Ft.-Lbs.
59015N	4"	65	1621	0.237"	4 1/2"	6 1/2"	4 1/2"	260 Ft.-Lbs.
59015X (5' length)	4"	65	707	0.237"	4 1/2"	6 1/2"	4 1/2"	260 Ft.-Lbs.
59016N	5"	30	870	0.258"	5 1/2"	7 1/2"	5 1/2"	260 Ft.-Lbs.
59017N	6"	30	1160	0.280"	6 5/8"	8 3/4"	6 5/8"	260 Ft.-Lbs.

Extra Heavy Duty Schedule 80

59411N	2"	136	1549	0.218"	2 3/8"	4 1/2"	2 3/8"	300 Ft.-Lbs.
59413N	3"	66	1495	0.030"	3 1/2"	6"	3 1/2"	525 Ft.-Lbs.



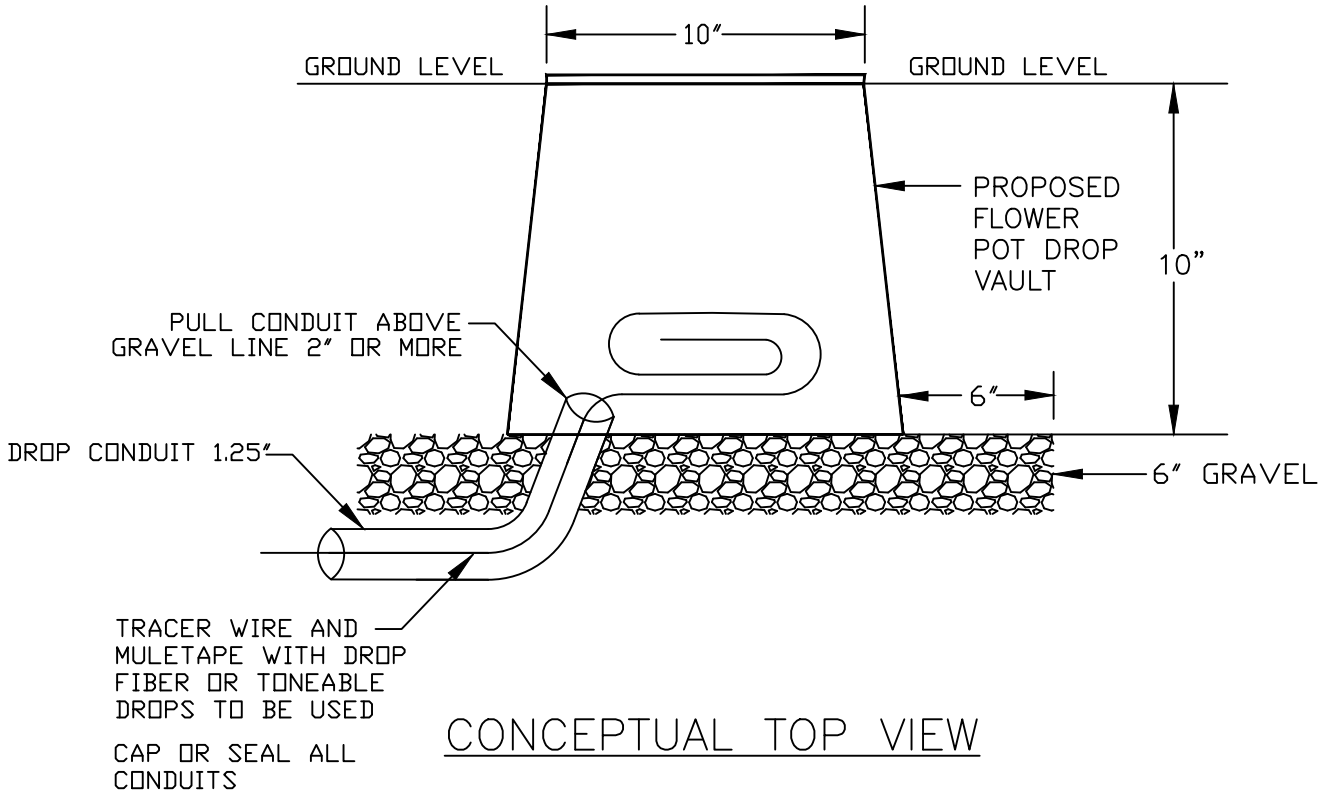
DESCRIPTION	QTY	MANUFACTURER (PREFERRED)	PART #
SCREW, LAG, 1/2" x 4-1/2"	10		
HDPE SDR 13.5 CONDUIT, VARIOUS SIZES	N/A		
2" PVC SCH40, RISER PIPE	1		
#12 TRACER WIRE	N/A		
2" PVC SCH40, SWEEP, 90 DEG	1		
CONDUIT STANDOFF BRACKET	VARIES		
CONDUIT STRAP KIT	VARIES		
2" COUPLER	1		



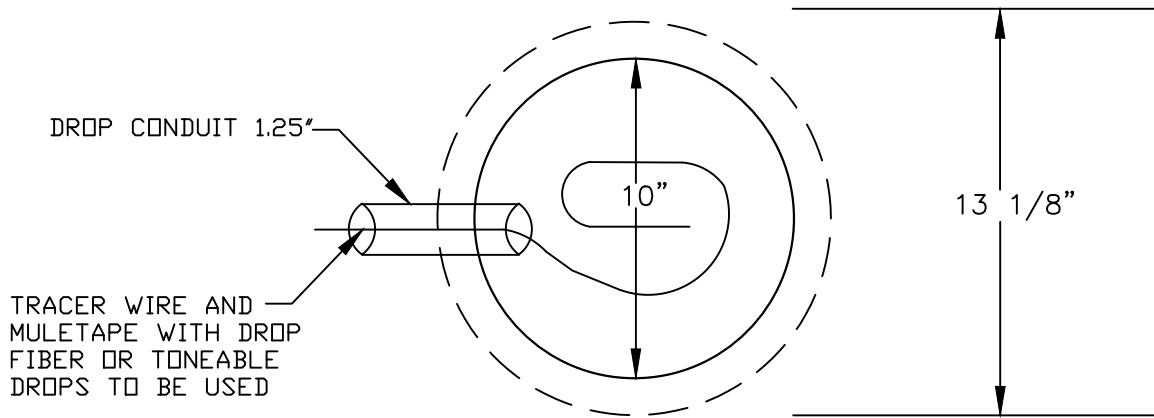
TYPICAL RISER
CONDUIT
WOOD POLE

(R2-W)

CONCEPTUAL SIDE VIEW



CONCEPTUAL TOP VIEW

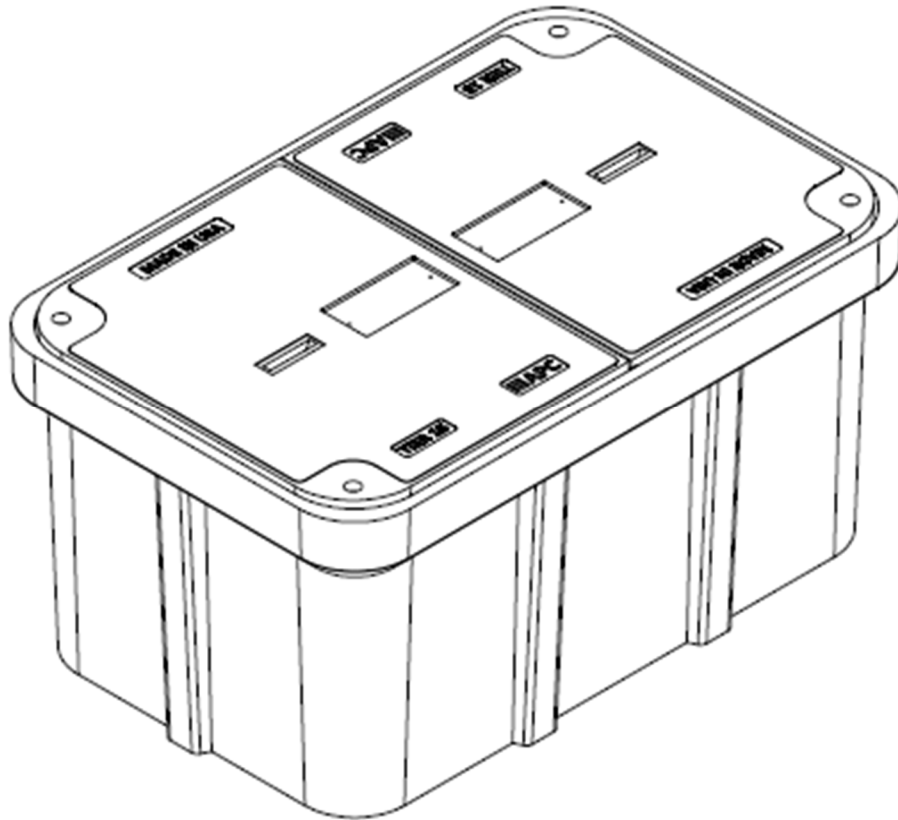


FLOWER POT

30"x48" PC UNIT, 2PC TIER 15/22
 18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	30"x48"x18"	Tier 15	P304818HU15...	460 lbs.
PC Unit – TIER 22	30"x48"x18"	Tier 22	P304818HU22...	525 lbs.
PC Unit – TIER 15	30"x48"x24"	Tier 15	P304824HU15...	510 lbs.
PC Unit – TIER 22	30"x48"x24"	Tier 22	P304824HU22...	575 lbs.
PC Unit – TIER 15	30"x48"x36"	Tier 15	P304836HU15...	615 lbs.
PC Unit – TIER 22	30"x48"x36"	Tier 22	P304836HU22...	680 lbs.

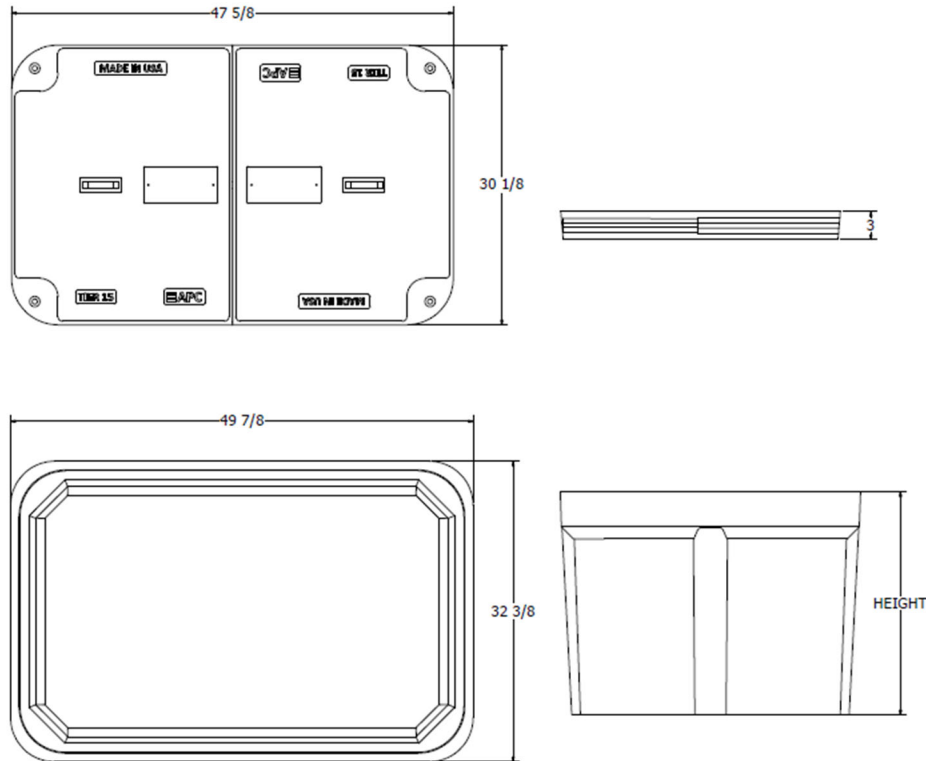


30"x48" PC UNIT, 2PC TIER 15/22

18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	30"x48"x18"	Tier 22	P304818B22	185 lbs.
Replacement Box	30"x48"x24"	Tier 22	P304824B22	235 lbs.
Replacement Box	30"x48"x36"	Tier 22	P304836B22	340 lbs.
Replacement Lids - T15	30"x48" (half)	Tier 15	Various	150 lbs.
Replacement Lids - T22	30"x48" (half)	Tier 22	Various	170 lbs.

Bolt options



Machine Thread



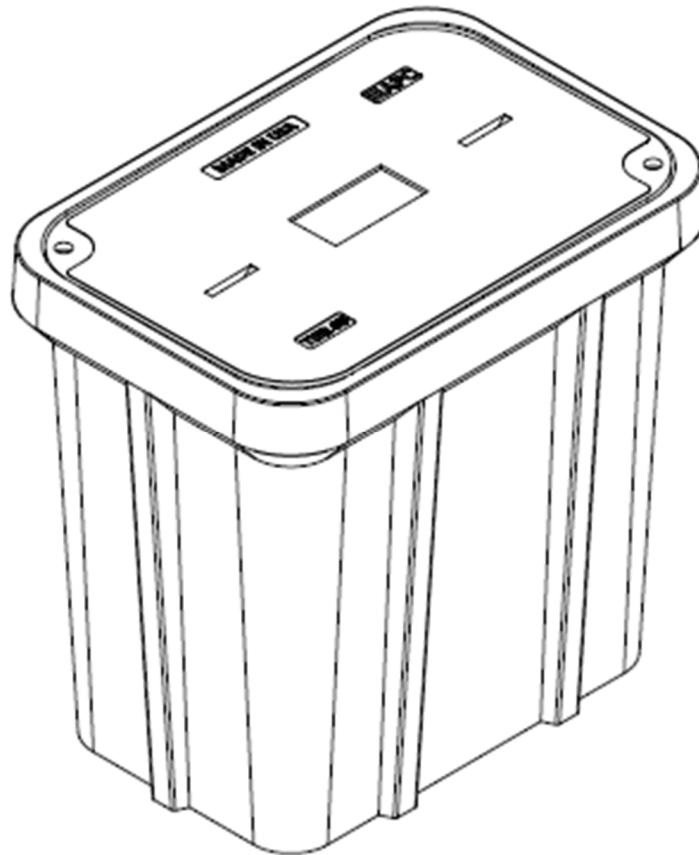
Auger Thread



24"x36" PC UNIT, TIER 15/22
 18", 24", 30", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	24x36"x18"	Tier 15	P243618U15...	335 lbs.
PC Unit – TIER 22	24x36"x18"	Tier 22	P243618U22...	355 lbs.
PC Unit – TIER 15	24x36"x24"	Tier 15	P243624U15...	365 lbs.
PC Unit – TIER 22	24x36"x24"	Tier 22	P243624U22...	385 lbs.
PC Unit – TIER 15	24x36"x30"	Tier 15	P243630U15...	395 lbs.
PC Unit – TIER 22	24x36"x30"	Tier 22	P243630U22...	415 lbs.
PC Unit – TIER 15	24x36"x36"	Tier 15	P243636U15...	425 lbs.
PC Unit – TIER 22	24x36"x36"	Tier 22	P243636U22...	445 lbs.

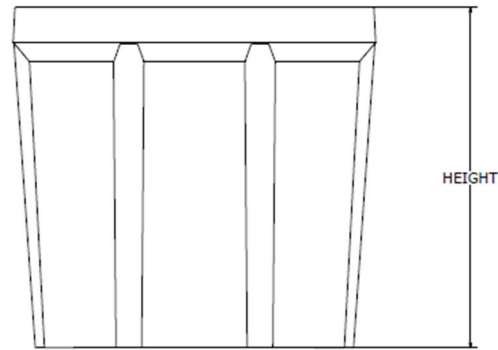
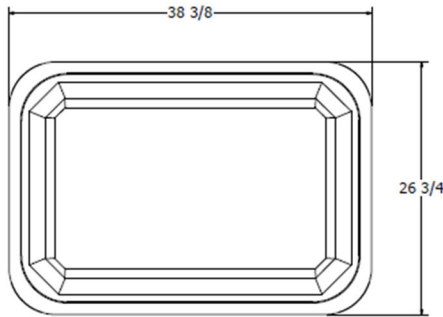
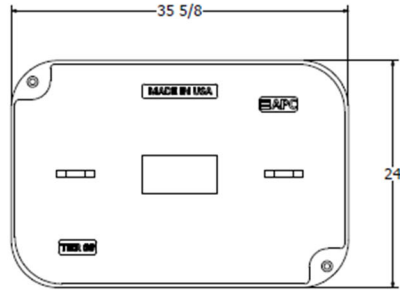


24"x36" PC UNIT, TIER 15/22

18", 24", 30", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	24"x36"x18"	Tier 22	P243618B22	165 lbs.
Replacement Box	24"x36"x24"	Tier 22	P243624B22	195 lbs.
Replacement Box	24"x36"x30"	Tier 22	P243630B22	225 lbs.
Replacement Box	24"x36"x36"	Tier 22	P243636B22	255 lbs.
Replacement Lids - T15	24"x36"	Tier 15	Various	170 lbs.
Replacement Lids - T22	24"x36"	Tier 22	Various	190 lbs.

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread

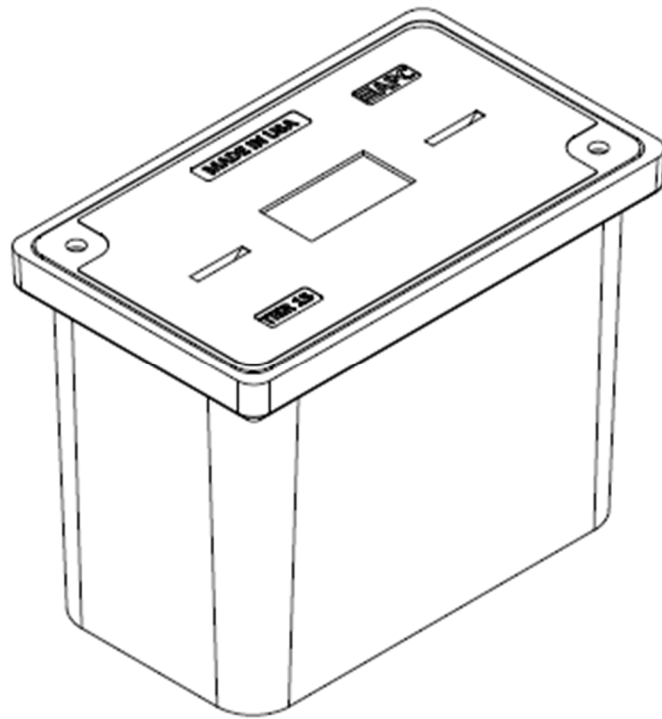


17"x30" PC UNIT, TIER 15/22

12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	17"x30"x12"	Tier 15	P173012U15...	138 lbs.
PC Unit – TIER 22	17"x30"x12"	Tier 22	P173012U22...	147 lbs.
PC Unit – TIER 15	17"x30"x18"	Tier 15	P173018U15...	172 lbs.
PC Unit – TIER 22	17"x30"x18"	Tier 22	P173018U22...	181 lbs.
PC Unit – TIER 15	17"x30"x24"	Tier 15	P173024U15...	192 lbs.
PC Unit – TIER 22	17"x30"x24"	Tier 22	P173024U22...	201 lbs.
PC Unit – TIER 15	17"x30"x30"	Tier 15	P173030U15...	217 lbs.
PC Unit – TIER 22	17"x30"x30"	Tier 22	P173030U22...	226 lbs.

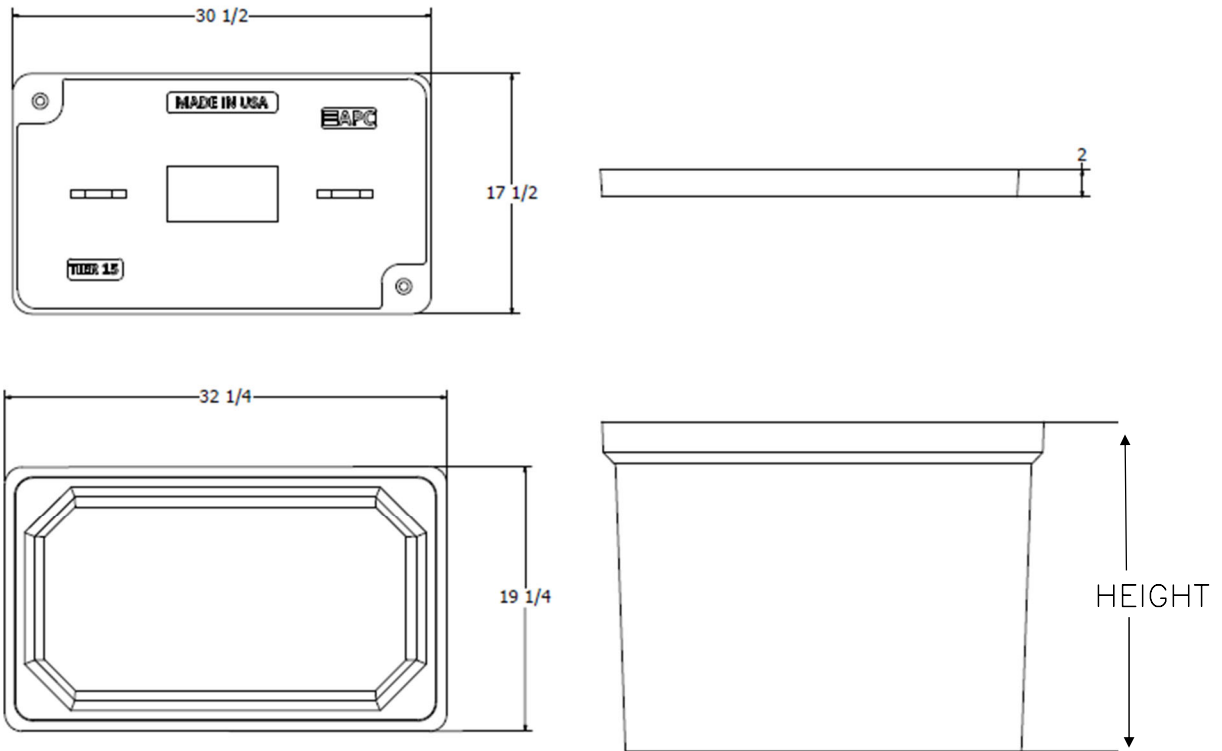


17"x30" PC UNIT, TIER 15/22

12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	17"x30"X12"	Tier 22	P173012B22	66 lbs.
Replacement Box	17"x30"X18"	Tier 22	P173018B22	100 lbs.
Replacement Box	17"x30"X24"	Tier 22	P173024B22	120 lbs.
Replacement Box	17"x30"X30"	Tier 22	P173030B22	145 lbs.
Replacement Lids – T15	17"x30"	Tier 15	Various	72 lbs.
Replacement Lids – T22	17"x30"	Tier 22	Various	81 lbs.

Bolt options



Machine Thread



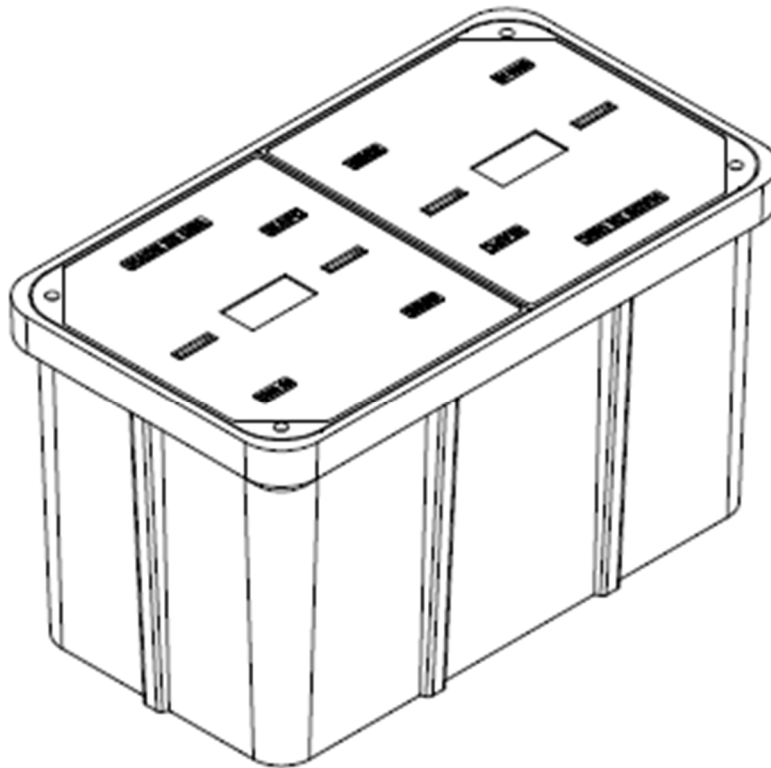
Auger Thread



33"x60" PC UNIT, 2PC TIER 15/22
36" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit - TIER 15	33"x60"x36"	Tier 15	P336036U15...	930 lbs.
PC Unit - TIER 22	33"x60"x36"	Tier 22	P336036U22...	1030 lbs.

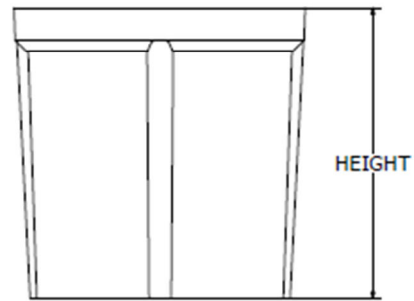
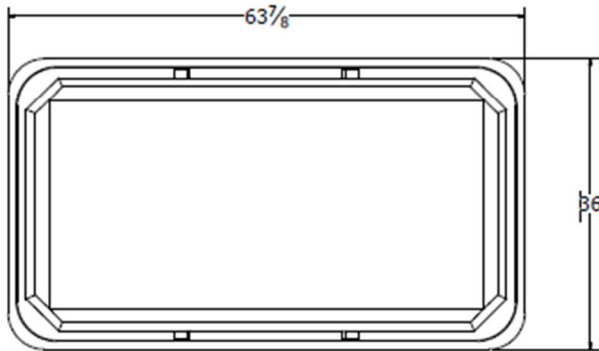
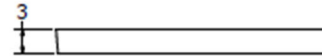


33"x60" PC UNIT, 2PC TIER 15/22

36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	33"x60"x36"	Tier 22	P336036B22	530 lbs.
Replacement Lids - T15	33"x60" (half)	Tier 15	Various	200 lbs.
Replacement Lids - T22	33"x60" (half)	Tier 22	Various	250 lbs.

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread



Speed (MPH) Prior To Road Work	SIGN SPACING, FT.		Must be Approved by an Engineer				
	Non-Divided Highways	Divided Highways	BUFFER SPACE, FT.	TAPER LENGTH, FT.	CHANNELIZING SPACING, FT.		
	Length	Shoulder (10 ft. Width)	Lane (12 ft. Width)	Through Taper	Through Buffer/Work Area		
0-35	200	200	250	70	245	35	50
40-45	350	500	360	150	540	40	80
50-55	500	1000	495	185	660	50	100
60-70	SA-1000, SB-1500, SC-2640		730	235	840	60	120
Urban Low Speed - 100 FT							

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.

Signature: _____

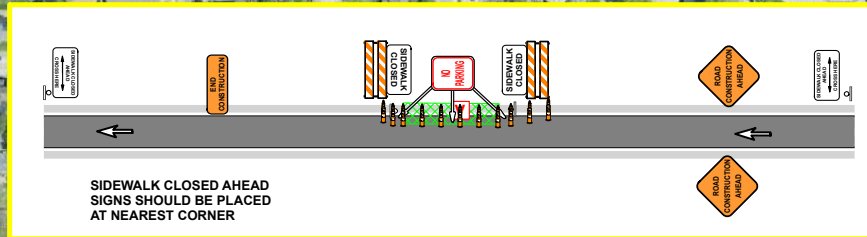
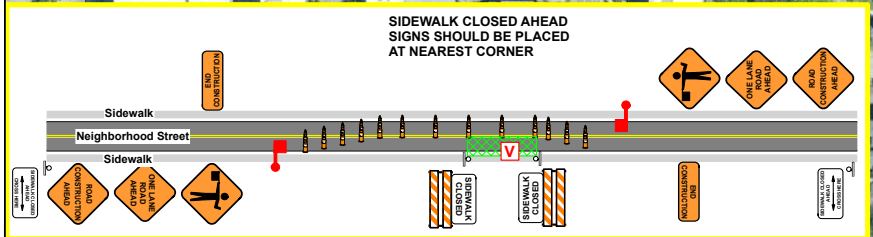
Company: _____

Date: 11/27/2023 **Project:** BLN01b-F09_N Lincoln St TCP ;
Traffic Control Suggestion For: ATLANTIC ENGINEERING (AEG) ;
By: Road Runner Safety Services, Inc. ; Nathan

Comments:
 Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.



- Legend**
- ADA Barricade
 - Channelizer
 - Conduit
 - Flagger (Person)
 - Overhead Strand
 - Sign
 - Vault
 - Work Area



Spacing Charts Based on MUTCD Must be Approved by an Engineer

Speed (MPH) Prior To Road Work	SIGN SPACING, FT.		BUFFER SPACE, FT.	TAPER LENGTH, FT.		CHANNELIZING SPACING, FT.	
	Non-Divided Highways	Divided Highways	Length	Shoulder (10 ft Width)	Lane (12 ft Width)	Through Taper	Through Buffer/Work Area
0-35	200	200	250	70	245	35	50
40-45	350	500	360	150	540	40	80
50-55	500	1000	495	185	660	50	100
60-70	SA-1000, SB-1500, SC-2640		730	235	840	60	120

Urban Low Speed - 100 FT

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.
BLN01b-F09_N Lincoln St TCP2

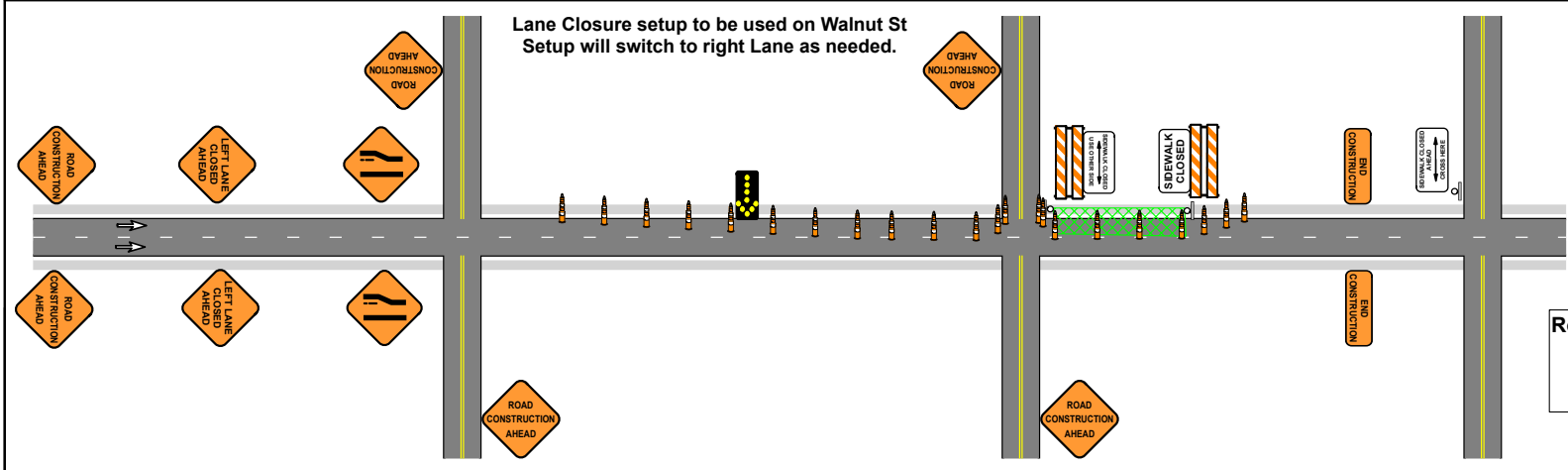
Signature: _____
Company: _____

Date: 11/27/2023 **Project:** BLN01b-F09_N Lincoln St TCP2 :
Traffic Control Suggestion For: AEG :
By: Road Runner Safety Services, Inc. : Nathan

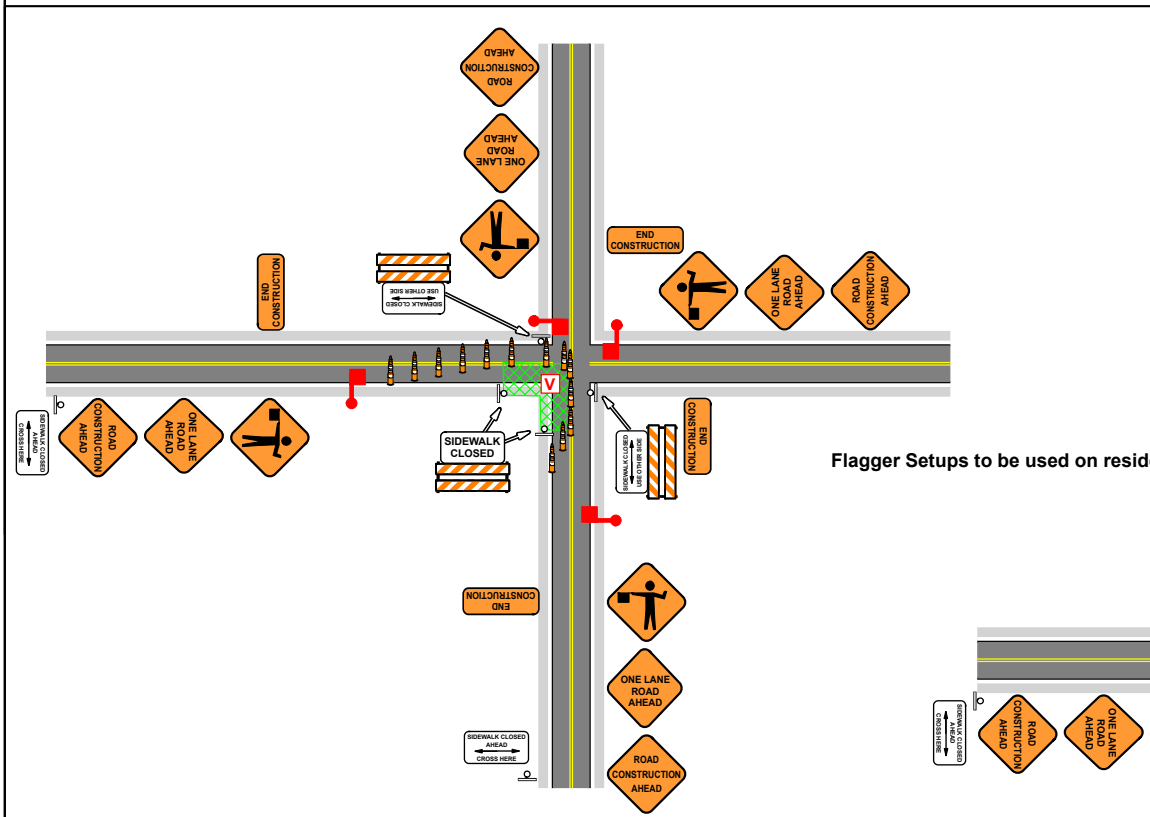
Comments:
Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.



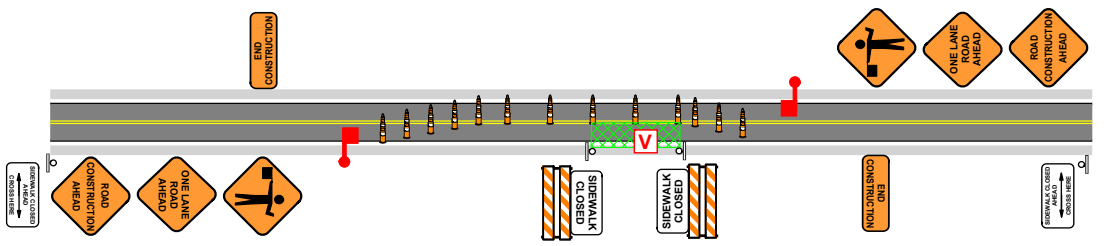
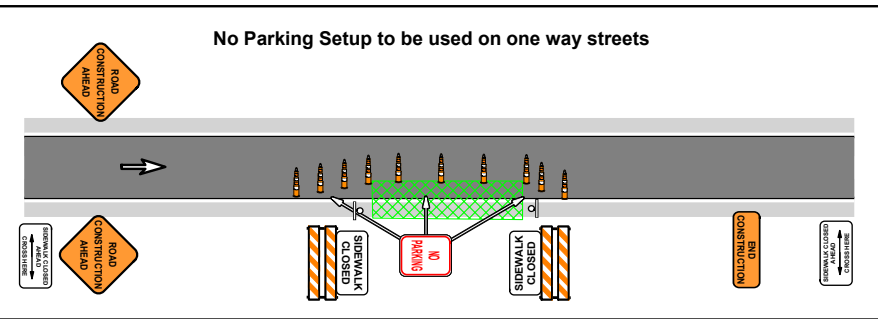
- Legend**
- ADA Barricade
 - Arrow Board
 - Channelizer
 - Flagger (Person)
 - Sign
 - Work Area



Road Construction Ahead signs to be placed on all side streets within work area. Sidewalk Closed Ahead Cross Here signs to be placed at nearest crossing.



Flagger Setups to be used on residential 2 way streets.





CITY OF BLOOMINGTON
RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130
P.O. Box 100
Bloomington, IN 47402

Phone: (812) 349-3913
Fax: (812) 349-3520
Email: engineering@bloomington.in.gov

[X] ROW EXCAVATION [X] ROW USE

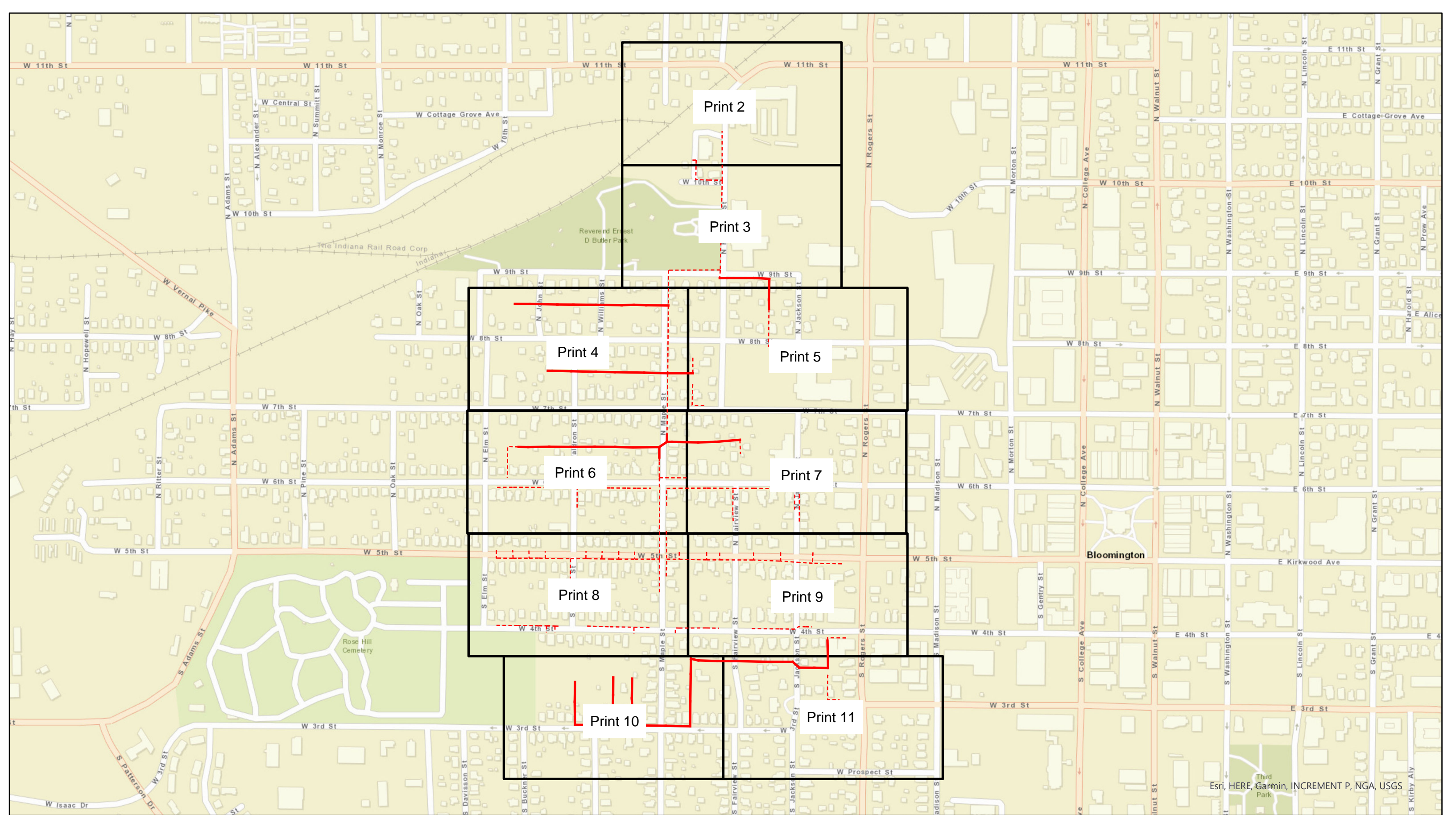
ADDRESS OF ROW ACTIVITY: BLN01b-F11_N Williams St

Form with sections A through H:
A. APPLICANT/AGENT INFORMATION: Applicant Name: Bret Simons, E-MAIL: bret.simons@aeg.cc, COMPANY: Atlantic Engineering Group, ADDRESS: P.O. Box 349, CITY, STATE, ZIP: Buford, GA 30515, 24-HR EMERGENCY CONTACT NAME: (706)654-2298, 24-HR CONTACT PHONE #: , INSURANCE #: TB5-691-473497-082 COMPANY: ACORD, BOND#: 1160465 COMPANY: LEXON, **SUBCONTRACTOR INFORMATION**: (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME:
B. WORK DESCRIPTION: [] POD/DUMPSTER [] CRANE [] SCAFFOLDING [X] CONSTRUCTION USE* (EXPLAIN): Excavation, *EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: N Williams St, 1ST INTERSECTING STREET NAME: , 2ND INTERSECTING STREET NAME: , [] ROAD CLOSURE [X] LANE CLOSURE 1 [X] 2 [] 3 [] , [X] SIDEWALK* [] BIKE LANE [] OTHER, TRANSIT STOP? [] Y [] N PARKING LANE(S)** [] Y [] N **NON-METERED, START DATE: Dec. 27th END DATE: # OF DAYS*: 30, STREET NAME 2: , 1ST INTERSECTING STREET NAME: , 2ND INTERSECTING STREET NAME: , [] ROAD CLOSURE [] LANE CLOSURE 1 [] 2 [] 3 [] , [] SIDEWALK* [] BIKE LANE [] OTHER, TRANSIT STOP? [] Y [] N PARKING LANE(S)** [] Y [] N **NON-METERED, START DATE: END DATE: # OF DAYS*: , *SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW
D. TRAFFIC CONTROL DEVICES*: [X] CONES [] ARROWBOARD, [] LIGHTED BARRELS [X] TYPE 3 BARRICADES, [X] FLAGGERS [] BPD OFFICER, *PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet
E. METERED PARKING SPACES NEEDED: [] Y [] N, IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436
F. IS THIS A [] CBU* [] COUNTY* [] IU* [] NP* PROJECT?, PROJECT NAME: BLN01b-F11 N Williams St, PROJECT #: BLN01b-F11 N Williams St, PROJECT MGR.: Patrick Brigman, PROJECT MGR. #: 215-847-8819, *CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY
G. EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS : N/A, *PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS, SQ FT OF NON-PAVEMENT* EXCAVATIONS: 232.02 Sq Ft, *DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE, LINEAL FT OF BORE*: 10,450 Lineal Ft, *BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS, # OF POLE INSTALLATIONS/REMOVAL: N/A, SQ FT OF SIDEWALK RECONSTRUCTION*: N/A, *CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED, SQ FT OF SIDEWALK NEW CONSTRUCTION*: N/A, *CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE, #RESIDENTIAL DRIVEWAY INSTALLATION: N/A
H. INDEMNIFICATION AGREEMENT: TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK, CALL 811 OR 800-382-5544, CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW. The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant. I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: Bret Simons, SIGNATURE: Bret Simons, DATE: 12/7/2023
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM, STANDARD CLOSURE HOURS [X] *NON-STANDARD CLOSURE HOURS [], REQUESTED CLOSURE HOURS: AM - PM, *non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process, BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)

For Administration Use Only (applicable to CLOSURE approval)

Approved By: [] BPW [] City Engineer [] Director Date:

Staff Representative: Phone#: Date:



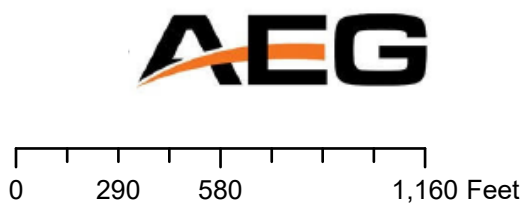
Legend BLN01b-F11_N Williams St

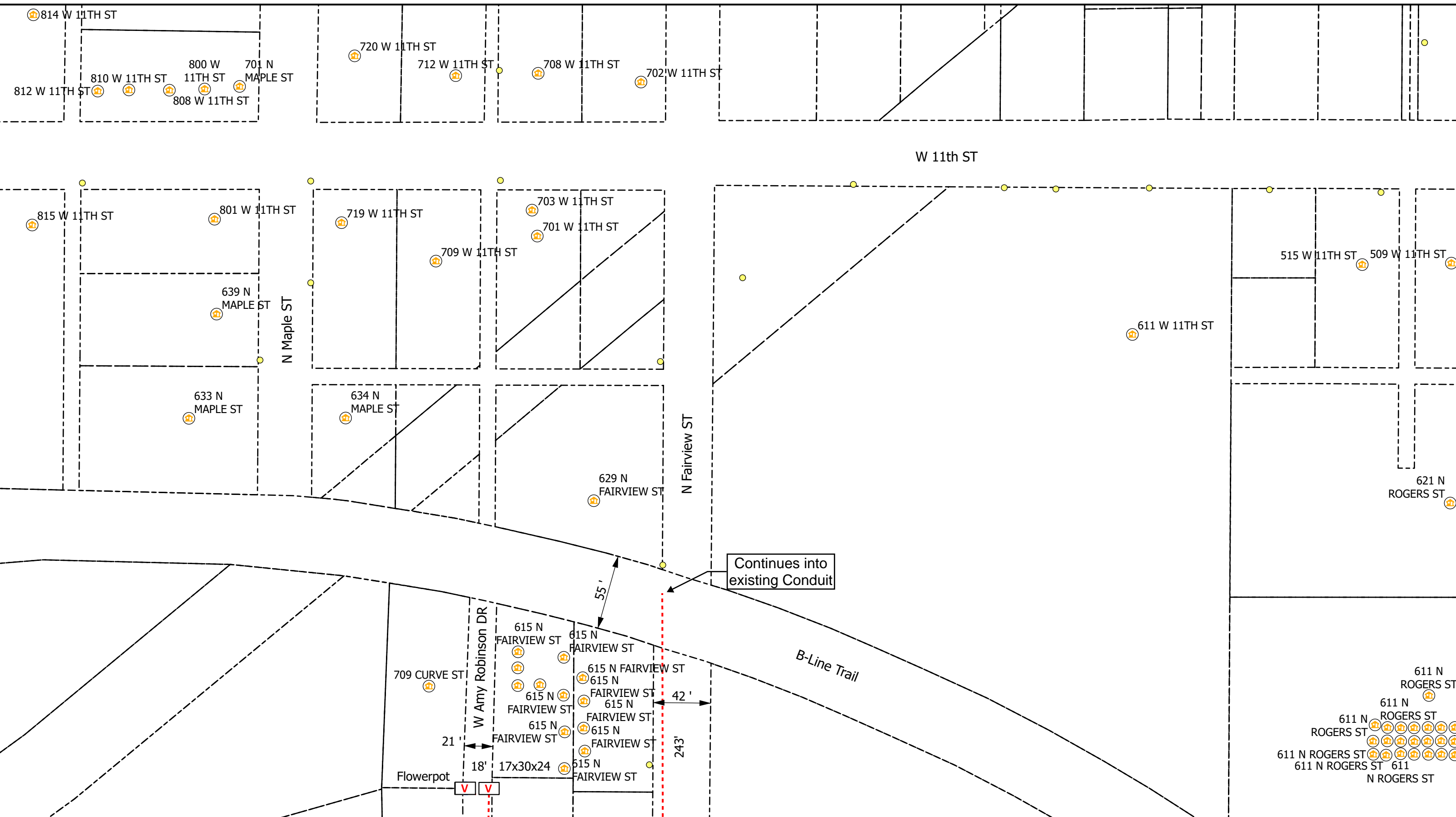
- Overhead Strand
- - - Conduit
- Grids



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





- Legend**
- Poles
 - Risers
 - Sidewalk
 - Vaults
 - Address
 - Bloomington_Parcels
 - Overhead Strand
 - Anchor
 - Grids
 - Conduit

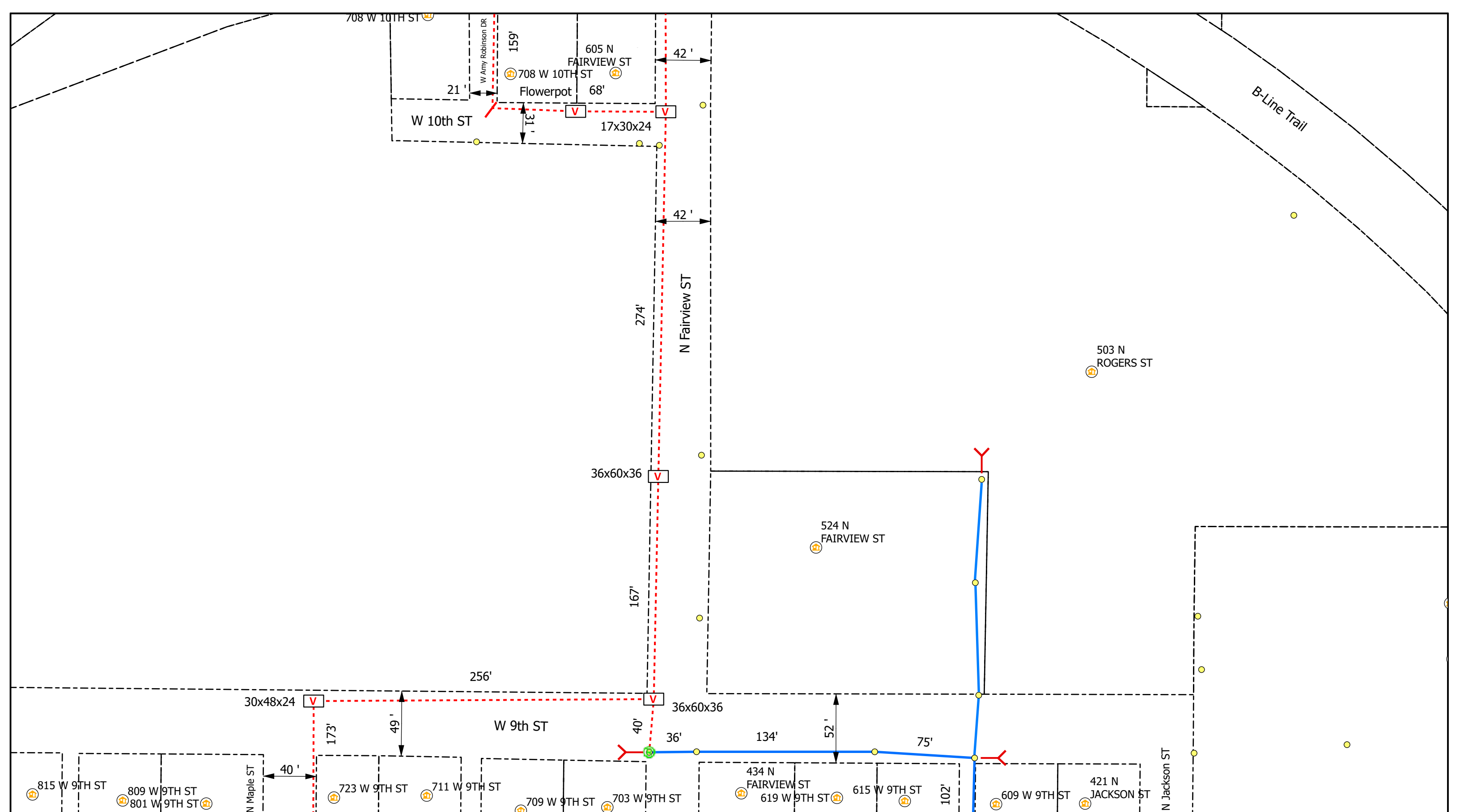
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
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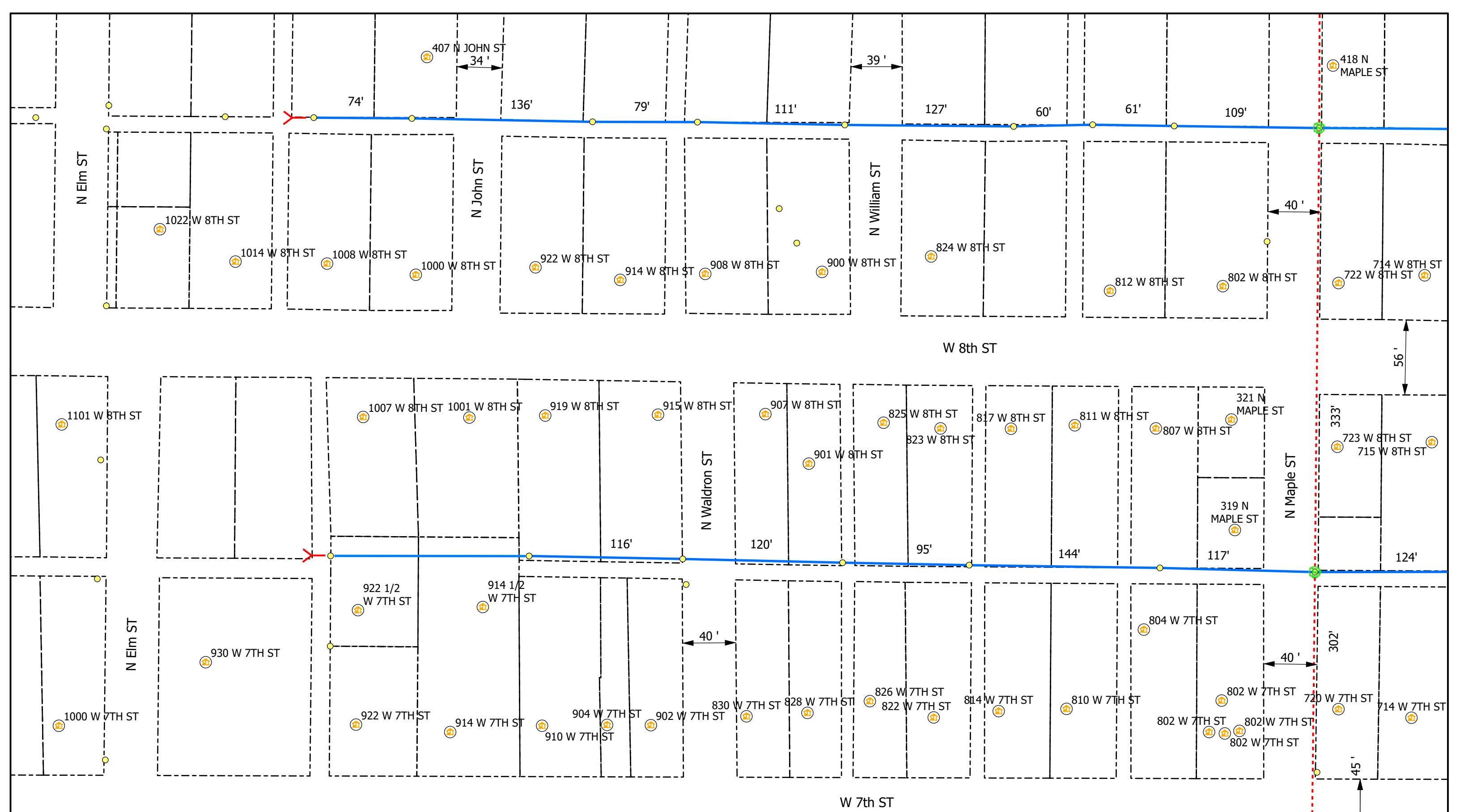
All Flowerpots 12" DIA



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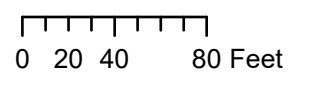
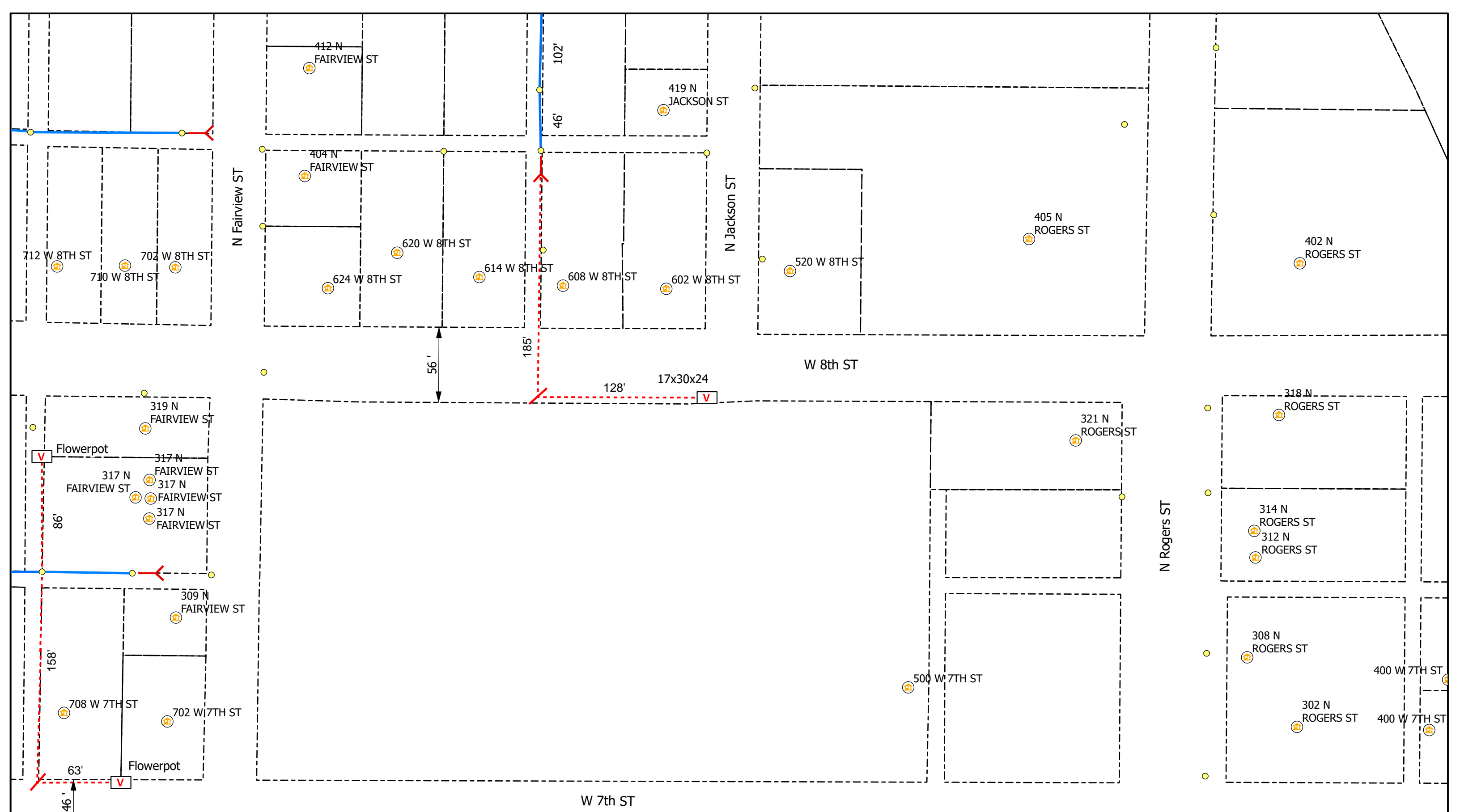
All Flowerpots 12" DIA



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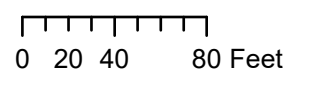
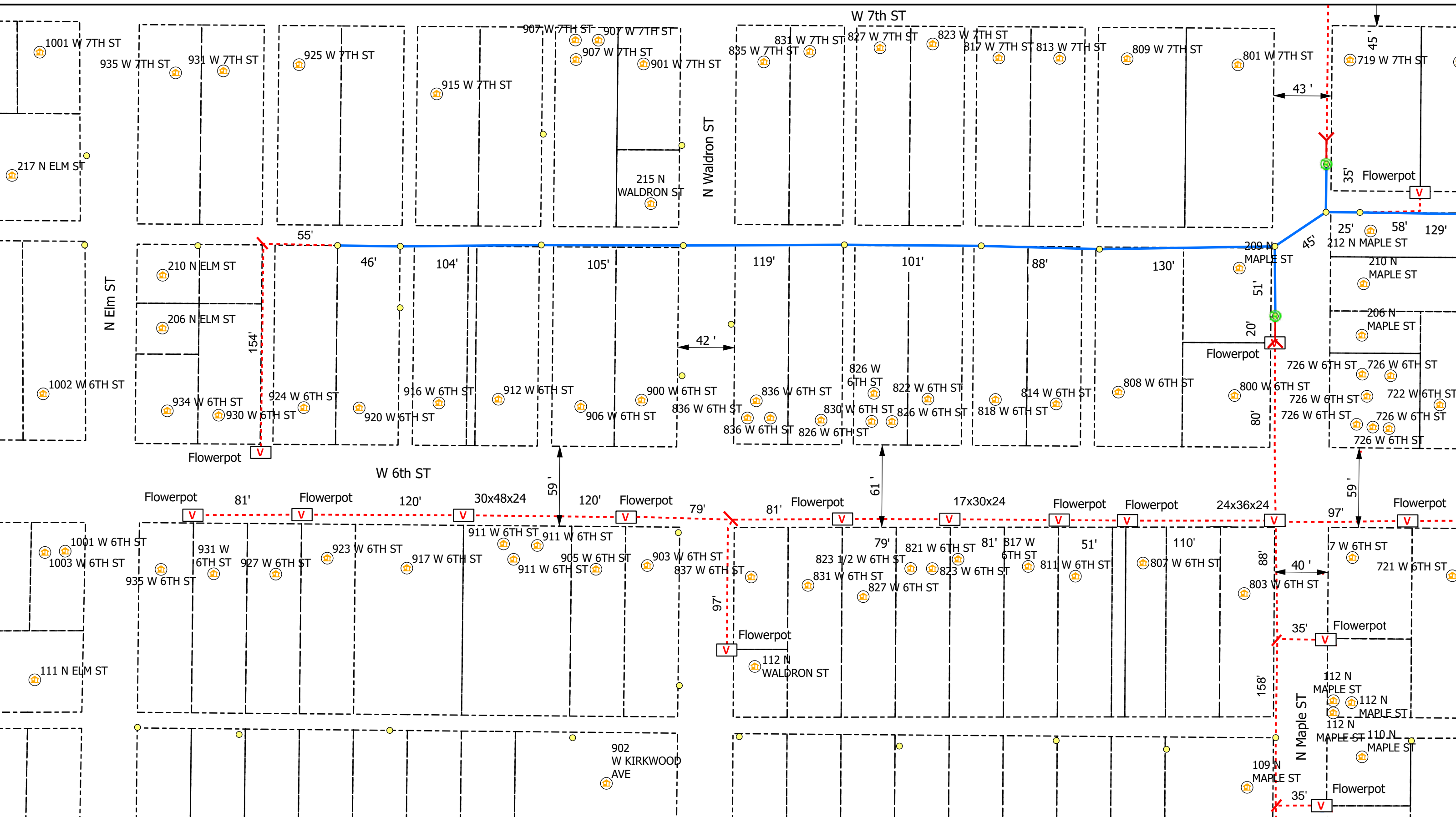
All Flowerpots 12" DIA



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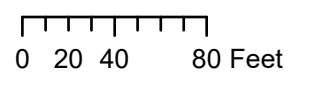
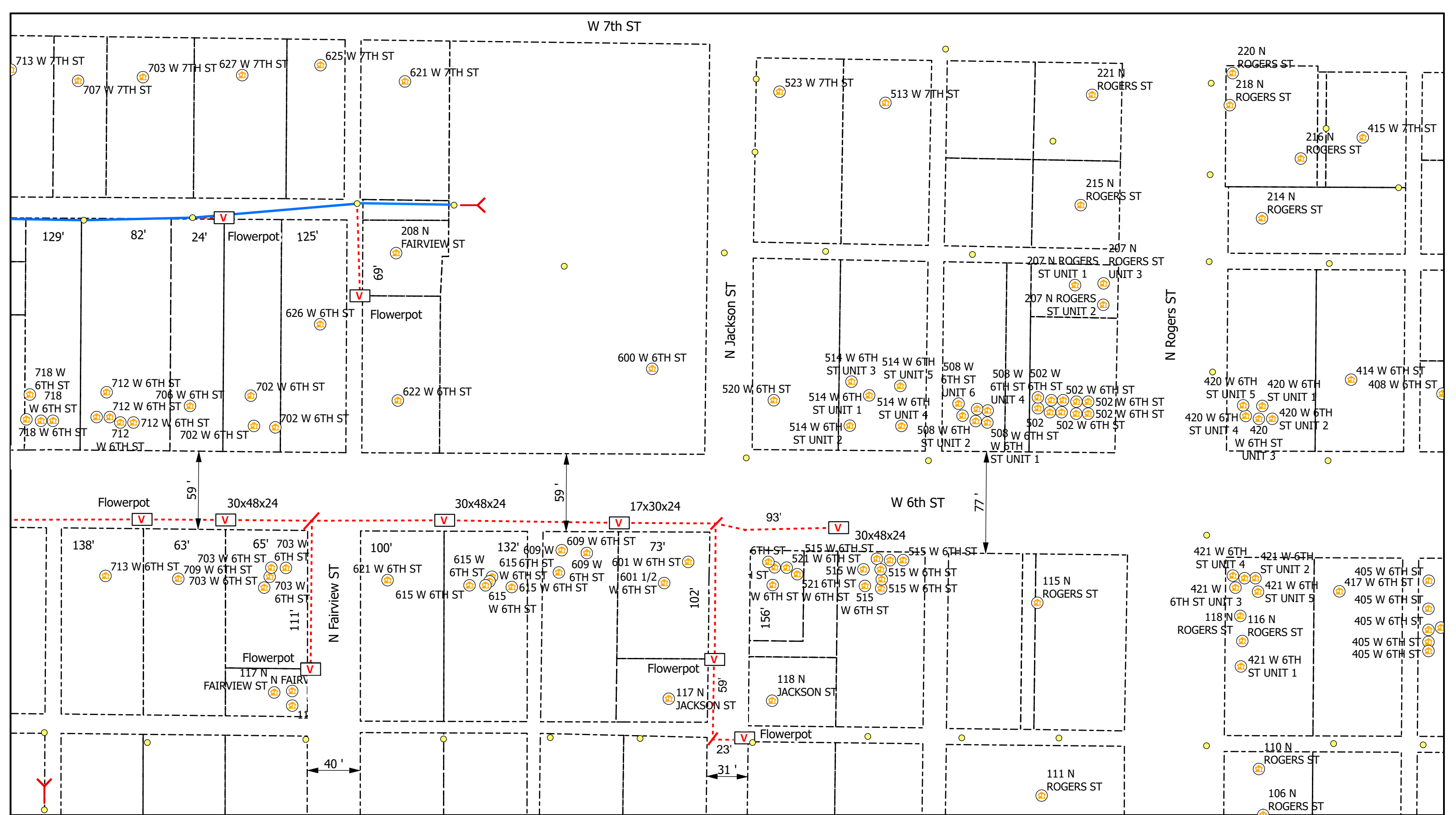
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
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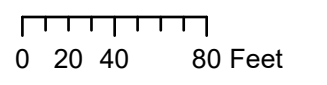
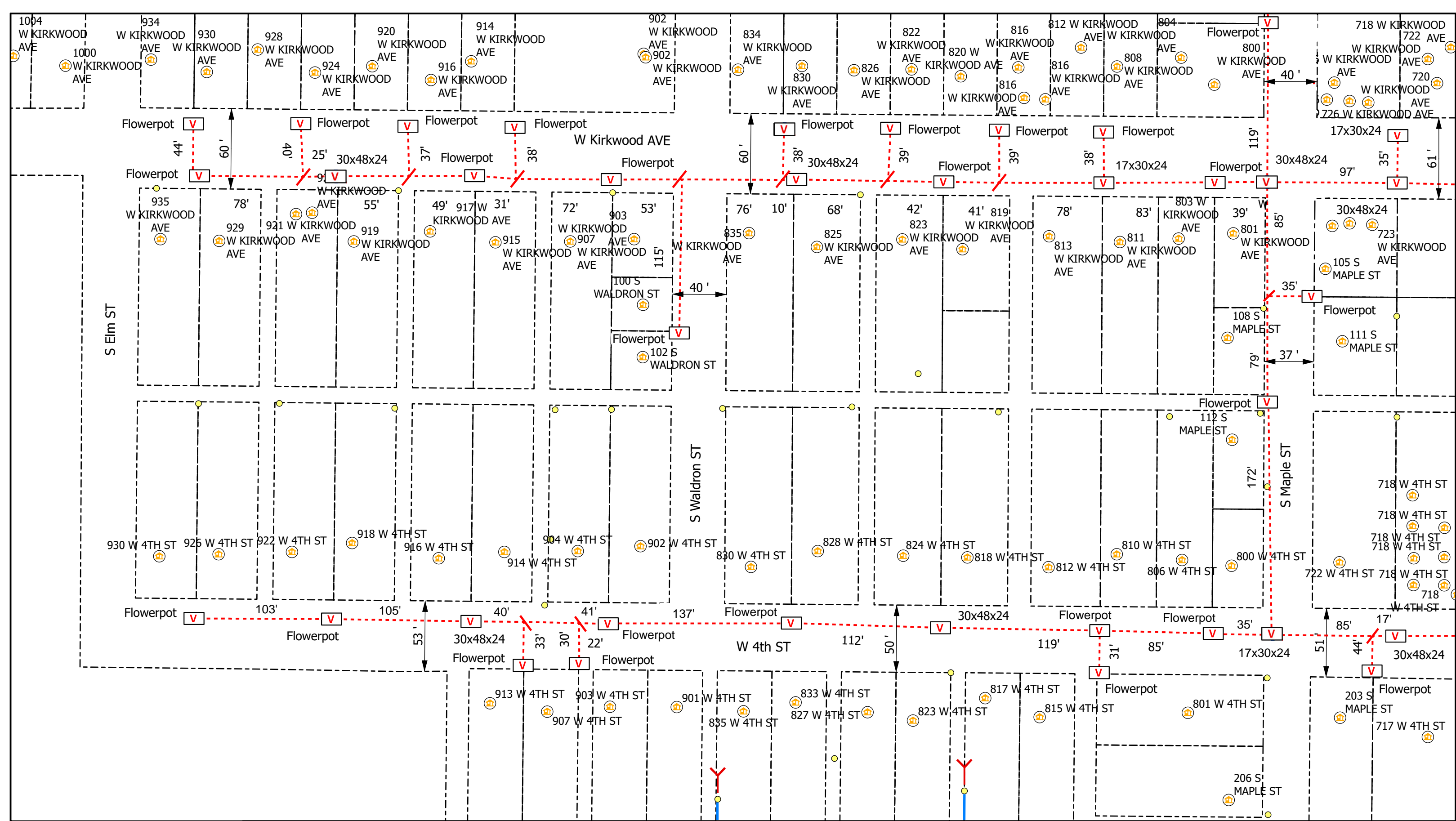
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

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Legend

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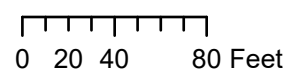
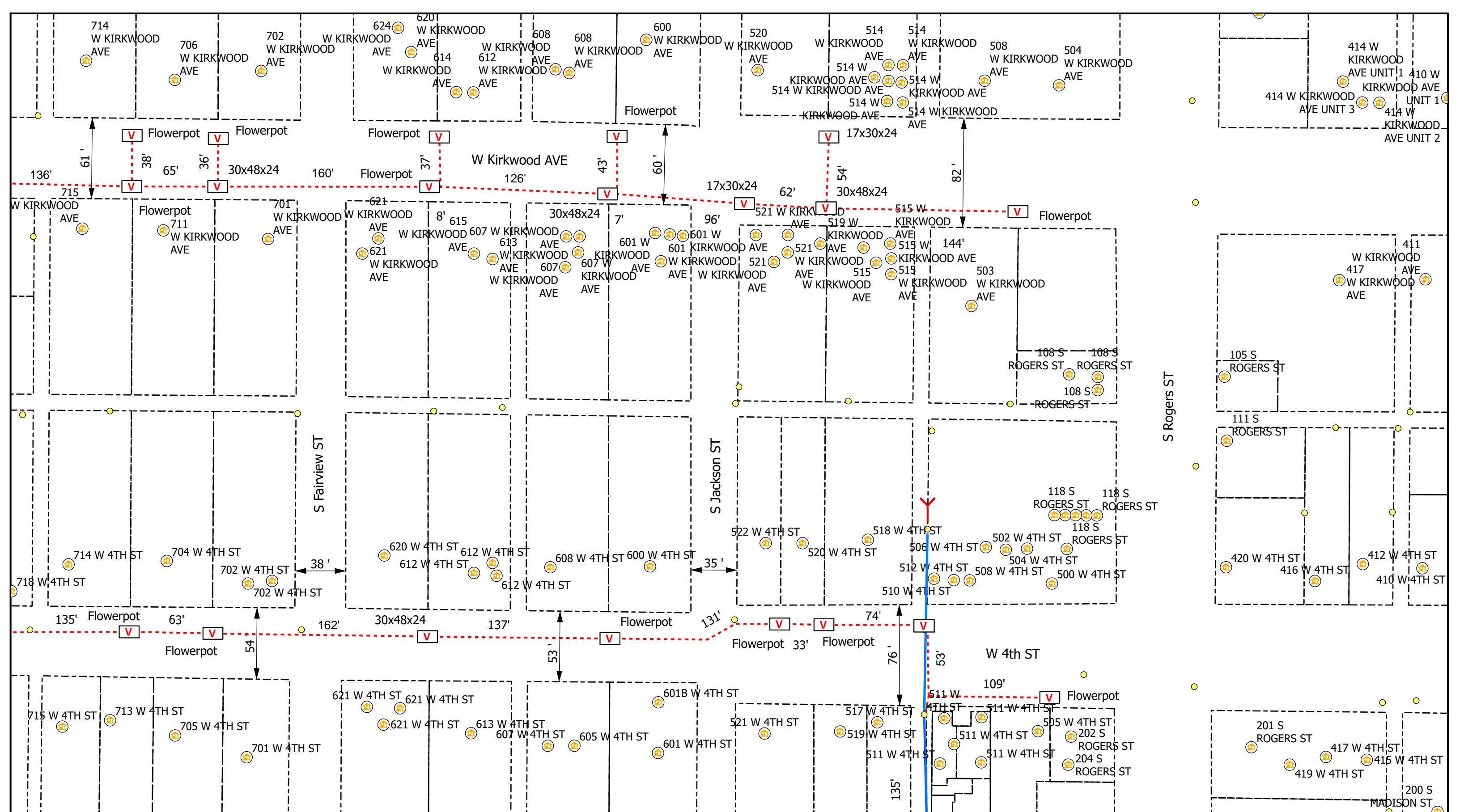
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
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Legend

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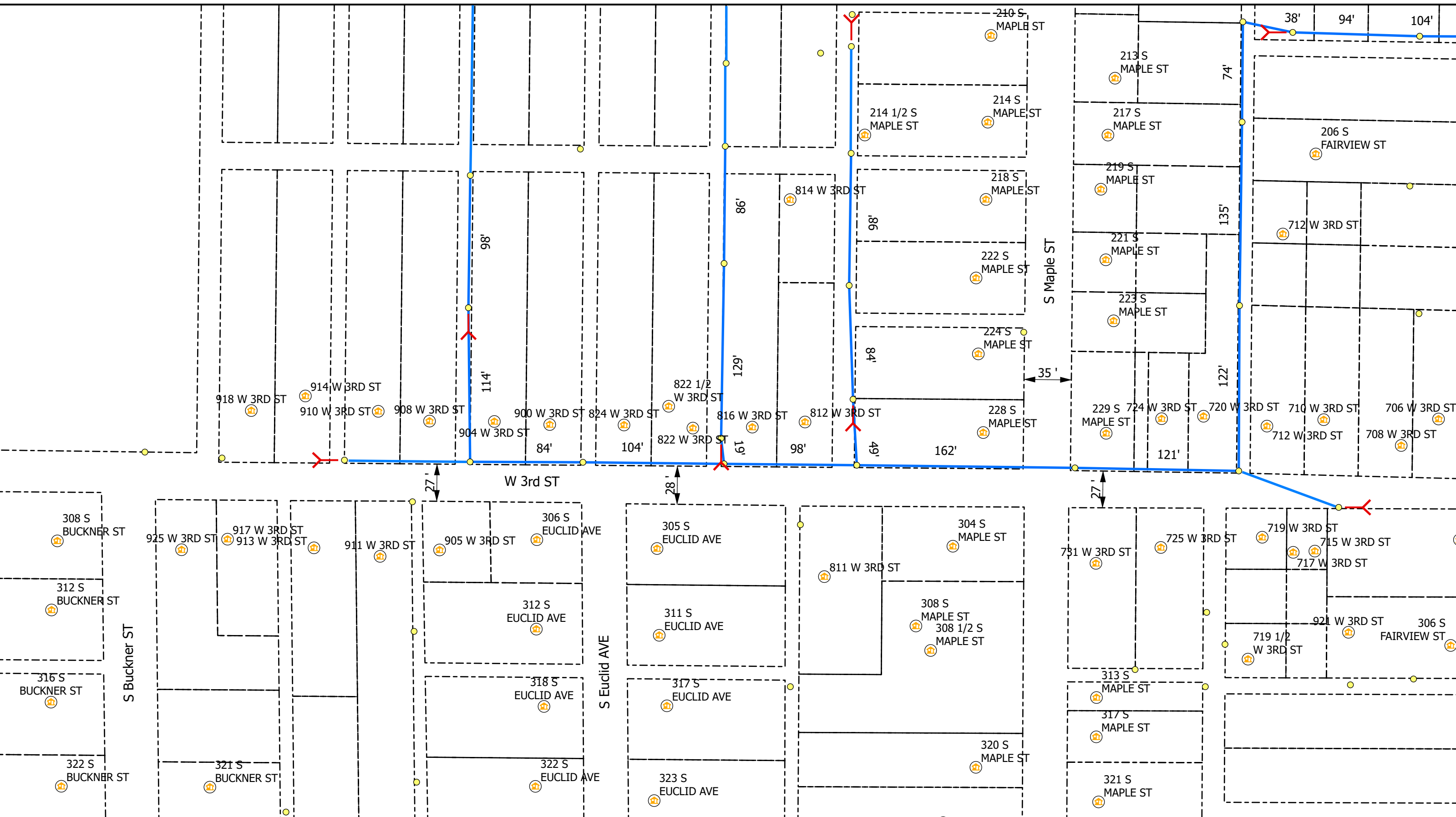
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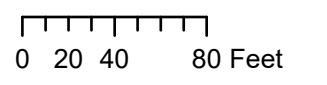
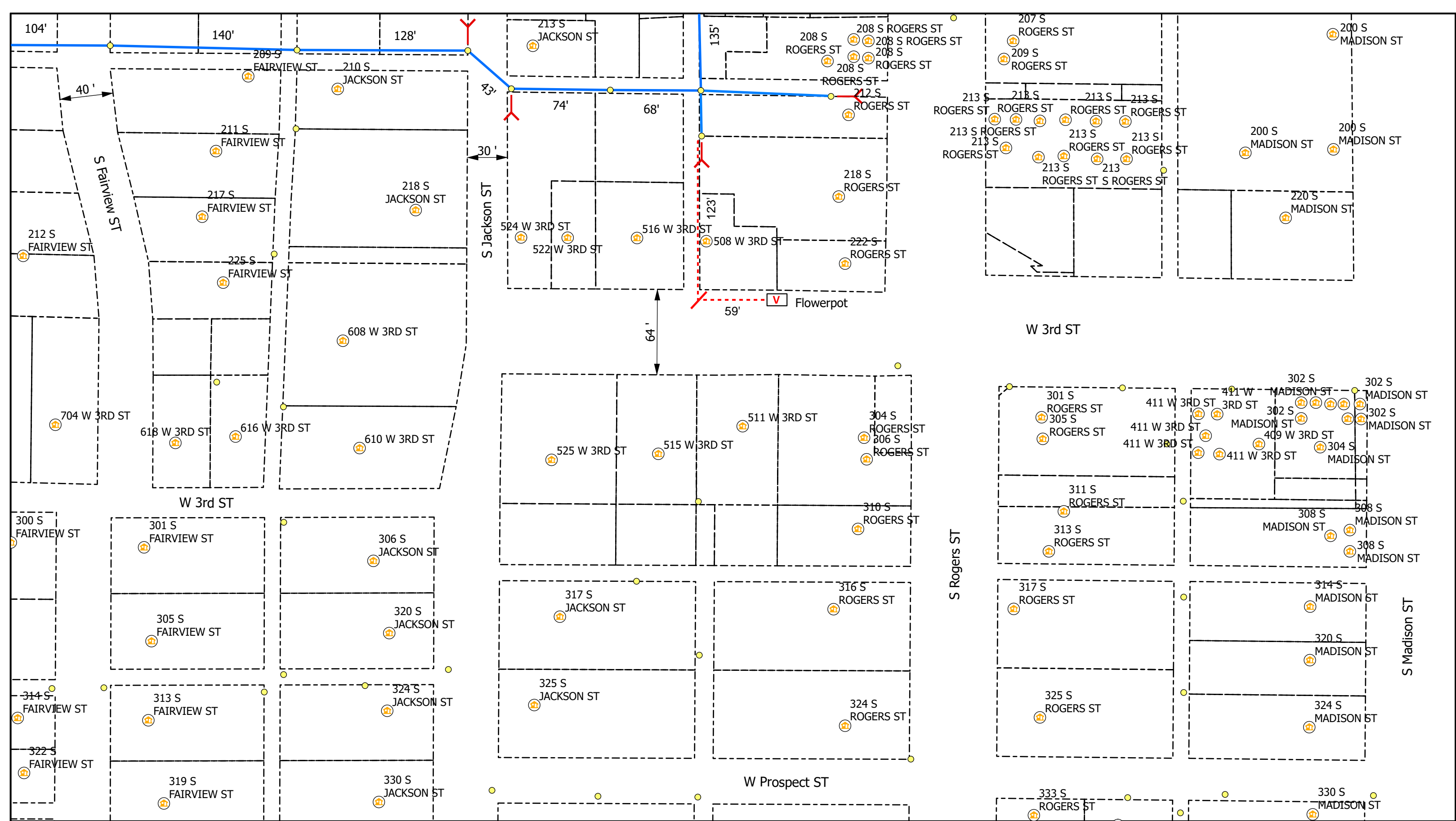
All Flowerpots 12" DIA



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All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



Carlton® PV-Mold® Nonmetallic Pole Riser System

Carlton PV-Mold is a nonmetallic pole riser system designed to protect communications power cable installed on poles.

Features:

- Meets or exceeds requirements outlined in the National Electric Safety Code (NESC).
- Designed in accordance with NEMA TC-19 specifications.
- Ultraviolet, cold temperature and corrosive atmosphere resistant.
- Schedule 40 wall meets Schedule 80 PVC conduit impact requirements per NEMA TC-19.
- No grounding required.
- Belled end fits over each added section or conduit.
- Flame retardant.
- Requires no maintenance.
- PV-Mold acts as an insulator against electrical shock.
- Interchangeable parts and accessories to match the needs of specific requirements.

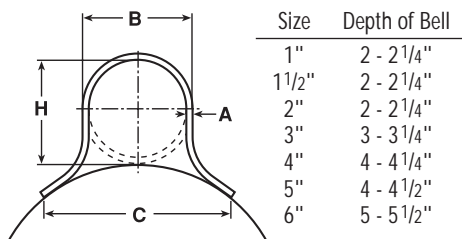


Steel U-Guard requires grounding strapping and does not have belled ends.



PV-Mold has belled ends, flanged design and does not require grounding.

Flanged Overall Length 10 Feet, Including Bell

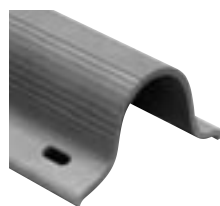


Slots are 1/2" from side to side, and allow for expansion and contraction.

Slot Dimensions: for sizes 2" through 6" are 5/16" wide, 3/4" long.

Slot Dimensions: for 1" and 1 1/2" are 3/16" wide, 3/4" long.

Slot Spacing: 18" from center, beginning 6" from end.



Standard Duty

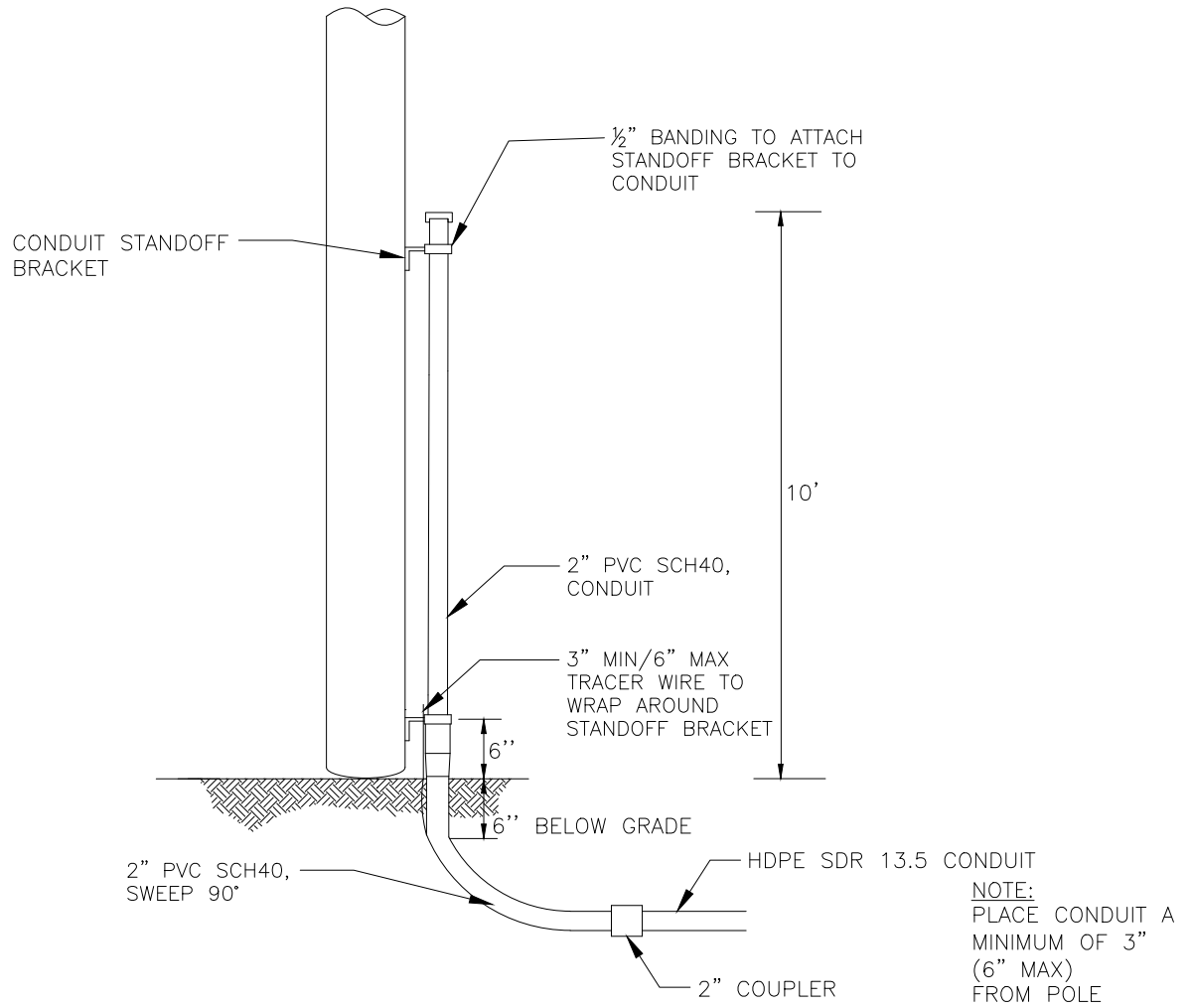
Part No.	Size	Std. Ctn. Qty.	Std. Ctn. Wt. (lbs.)	Dimensions				Actual Impact @ 0°C 20 Pound Top
				A	B	C	H	
59208N	1"	294	1059	0.100"	1 5/8"	2 3/8"	1 5/8"	40 Ft.-Lbs.
59211N	2"	136	726	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59211X (5' length)	2"	136	363	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59213N	3"	66	761	0.150"	3 1/2"	6"	3 1/2"	110 Ft.-Lbs.
59213X (5' length)	3"	66	381	0.150"	3 1/2"	6"	3 1/2"	100 Ft.-Lbs.
59215N	4"	65	910	0.150"	4 1/2"	6 1/2"	4 1/2"	110 Ft.-Lbs.
59216N	5"	30	515	0.150"	5 1/2"	7 1/2"	5 1/2"	110 Ft.-Lbs.

Heavy Duty Schedule 40

59010N	1 1/2"	200	1142	0.145"	1 29/32"	3 1/2"	1 29/32"	100 Ft.-Lbs.
59011N	2"	136	1214	0.154"	2 3/8"	4 1/2"	2 3/8"	150 Ft.-Lbs.
59013N	3"	66	937	0.216"	3 1/2"	6"	3 9/32"	150 Ft.-Lbs.
59015N	4"	65	1621	0.237"	4 1/2"	6 1/2"	4 1/2"	260 Ft.-Lbs.
59015X (5' length)	4"	65	707	0.237"	4 1/2"	6 1/2"	4 1/2"	260 Ft.-Lbs.
59016N	5"	30	870	0.258"	5 1/2"	7 1/2"	5 1/2"	260 Ft.-Lbs.
59017N	6"	30	1160	0.280"	6 5/8"	8 3/4"	6 5/8"	260 Ft.-Lbs.

Extra Heavy Duty Schedule 80

59411N	2"	136	1549	0.218"	2 3/8"	4 1/2"	2 3/8"	300 Ft.-Lbs.
59413N	3"	66	1495	0.030"	3 1/2"	6"	3 1/2"	525 Ft.-Lbs.



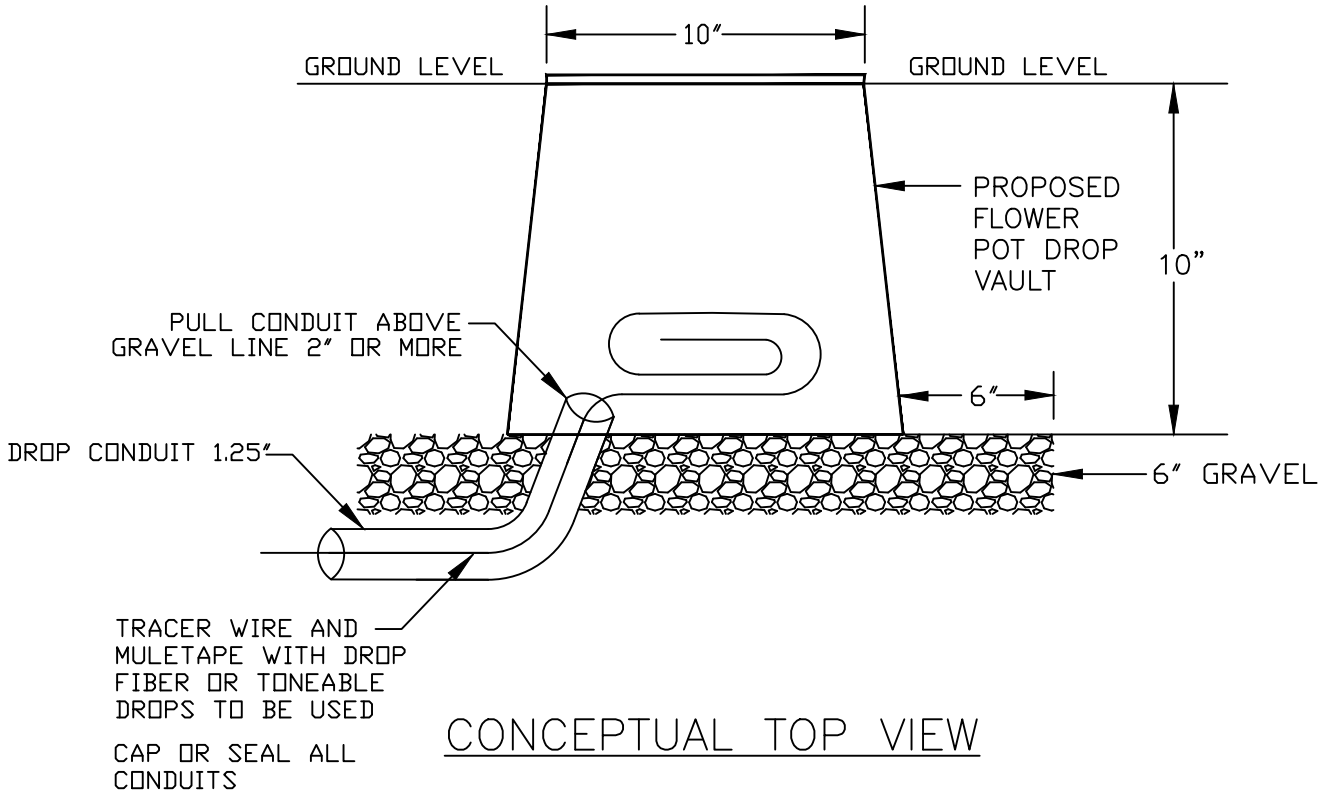
DESCRIPTION	QTY	MANUFACTURER (PREFERRED)	PART #
SCREW, LAG, 1/2" x 4-1/2"	10		
HDPE SDR 13.5 CONDUIT, VARIOUS SIZES	N/A		
2" PVC SCH40, RISER PIPE	1		
#12 TRACER WIRE	N/A		
2" PVC SCH40, SWEEP, 90 DEG	1		
CONDUIT STANDOFF BRACKET	VARIES		
CONDUIT STRAP KIT	VARIES		
2" COUPLER	1		



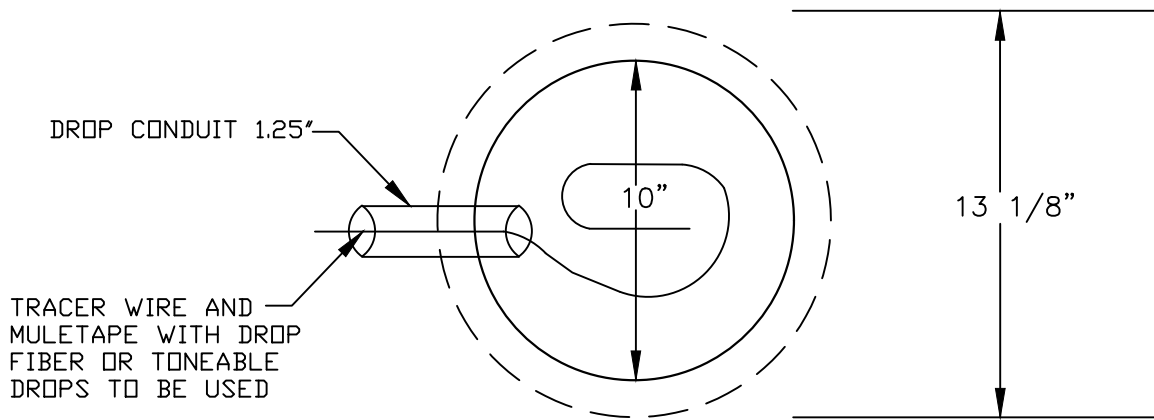
TYPICAL RISER
CONDUIT
WOOD POLE

(R2-W)

CONCEPTUAL SIDE VIEW



CONCEPTUAL TOP VIEW

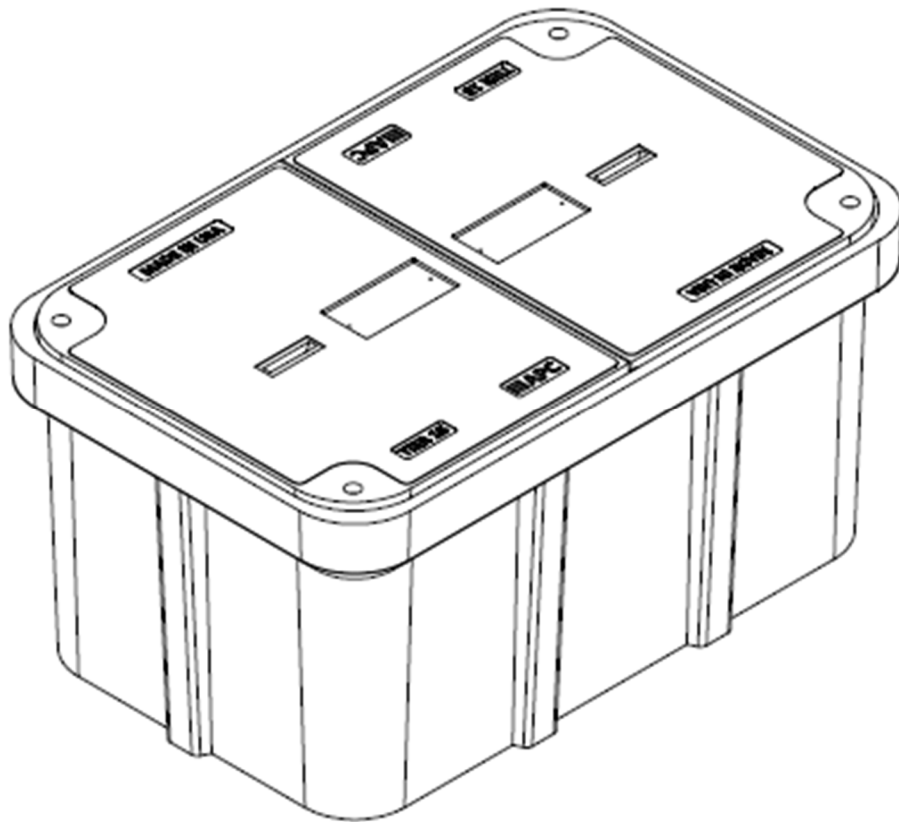


FLOWER POT

30"x48" PC UNIT, 2PC TIER 15/22
 18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	30"x48"x18"	Tier 15	P304818HU15...	460 lbs.
PC Unit – TIER 22	30"x48"x18"	Tier 22	P304818HU22...	525 lbs.
PC Unit – TIER 15	30"x48"x24"	Tier 15	P304824HU15...	510 lbs.
PC Unit – TIER 22	30"x48"x24"	Tier 22	P304824HU22...	575 lbs.
PC Unit – TIER 15	30"x48"x36"	Tier 15	P304836HU15...	615 lbs.
PC Unit – TIER 22	30"x48"x36"	Tier 22	P304836HU22...	680 lbs.

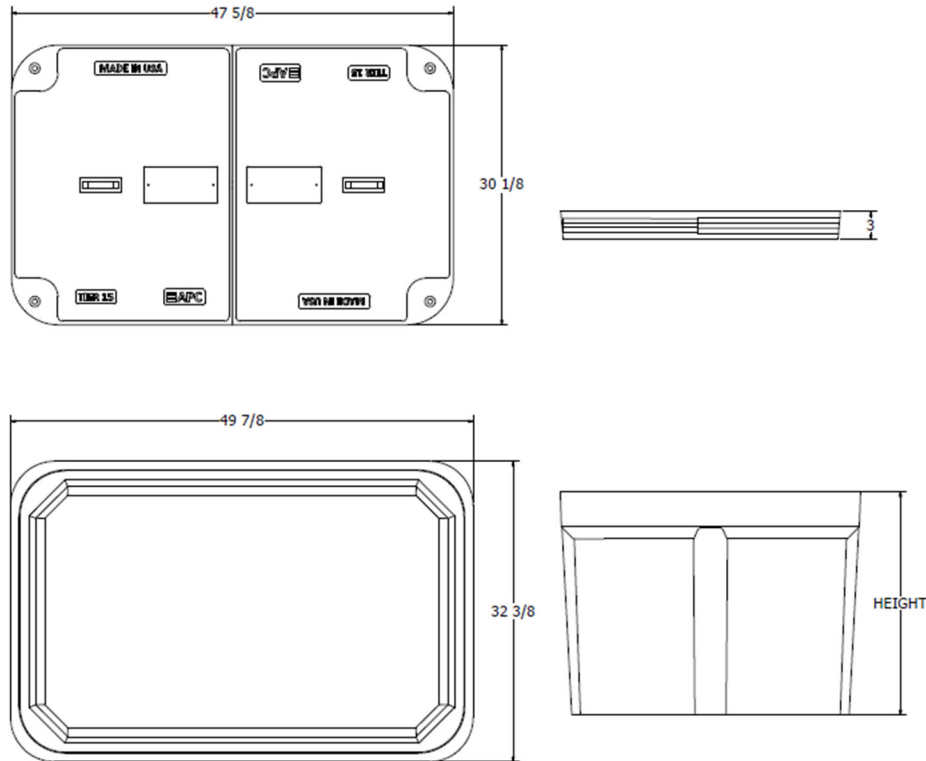


30"x48" PC UNIT, 2PC TIER 15/22

18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	30"x48"x18"	Tier 22	P304818B22	185 lbs.
Replacement Box	30"x48"x24"	Tier 22	P304824B22	235 lbs.
Replacement Box	30"x48"x36"	Tier 22	P304836B22	340 lbs.
Replacement Lids - T15	30"x48" (half)	Tier 15	Various	150 lbs.
Replacement Lids - T22	30"x48" (half)	Tier 22	Various	170 lbs.

Bolt options



Machine Thread



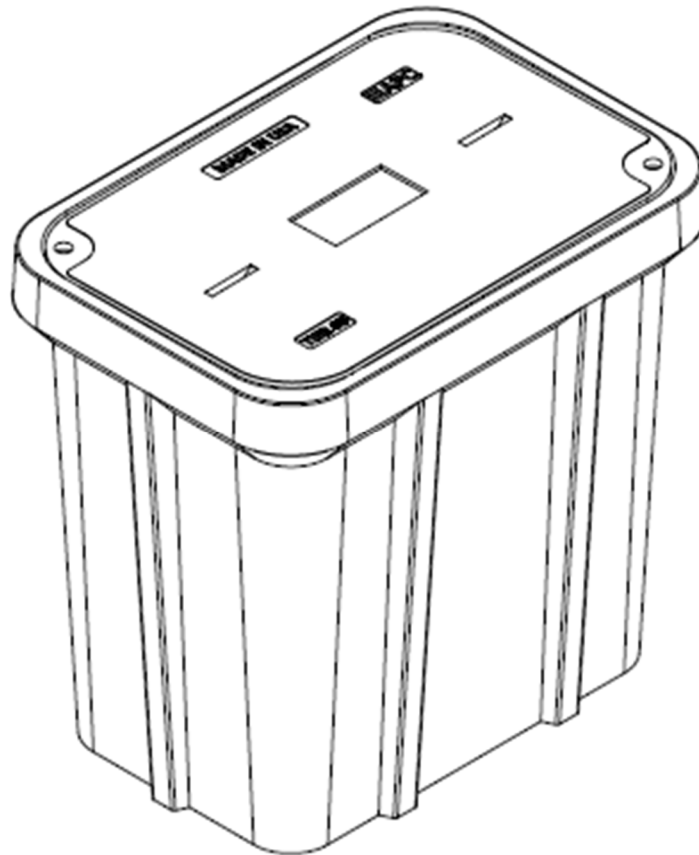
Auger Thread



24"x36" PC UNIT, TIER 15/22
 18", 24", 30", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	24x36"x18"	Tier 15	P243618U15...	335 lbs.
PC Unit – TIER 22	24x36"x18"	Tier 22	P243618U22...	355 lbs.
PC Unit – TIER 15	24x36"x24"	Tier 15	P243624U15...	365 lbs.
PC Unit – TIER 22	24x36"x24"	Tier 22	P243624U22...	385 lbs.
PC Unit – TIER 15	24x36"x30"	Tier 15	P243630U15...	395 lbs.
PC Unit – TIER 22	24x36"x30"	Tier 22	P243630U22...	415 lbs.
PC Unit – TIER 15	24x36"x36"	Tier 15	P243636U15...	425 lbs.
PC Unit – TIER 22	24x36"x36"	Tier 22	P243636U22...	445 lbs.

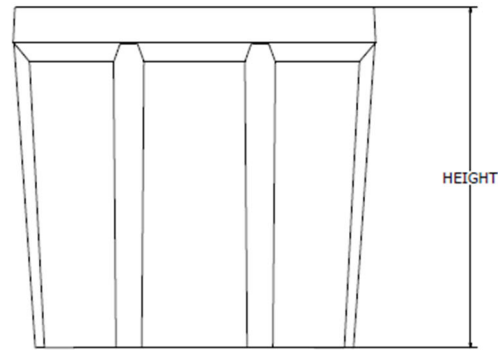
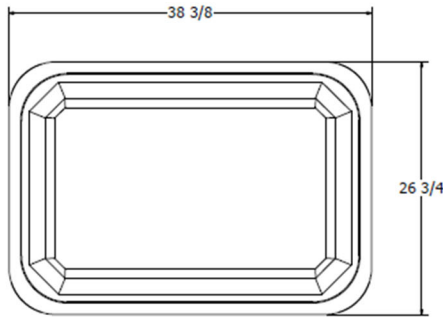
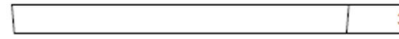
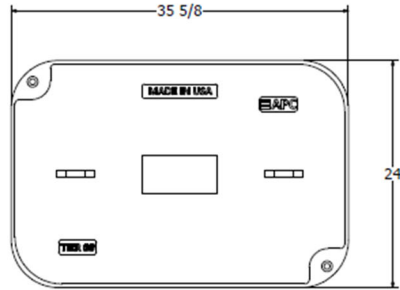


24"x36" PC UNIT, TIER 15/22

18", 24", 30", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	24"x36"x18"	Tier 22	P243618B22	165 lbs.
Replacement Box	24"x36"x24"	Tier 22	P243624B22	195 lbs.
Replacement Box	24"x36"x30"	Tier 22	P243630B22	225 lbs.
Replacement Box	24"x36"x36"	Tier 22	P243636B22	255 lbs.
Replacement Lids - T15	24"x36"	Tier 15	Various	170 lbs.
Replacement Lids - T22	24"x36"	Tier 22	Various	190 lbs.

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread

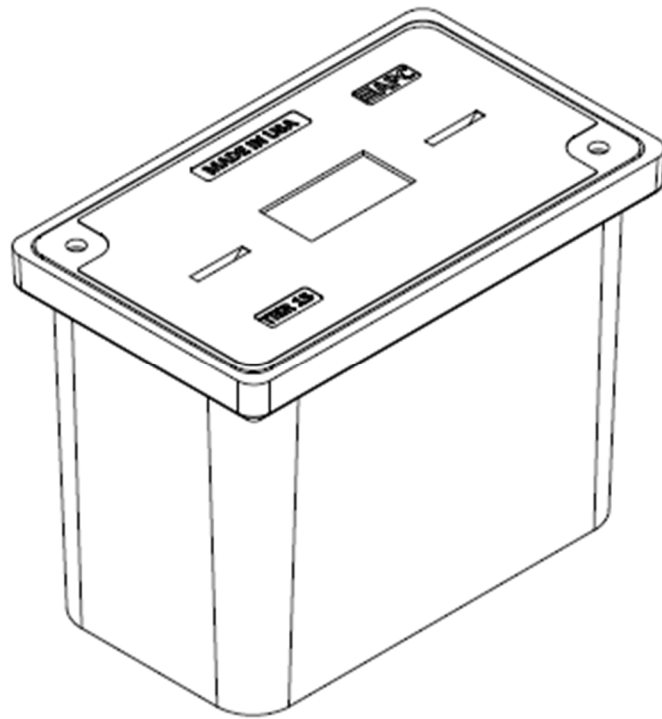


17"x30" PC UNIT, TIER 15/22

12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	17"x30"x12"	Tier 15	P173012U15...	138 lbs.
PC Unit – TIER 22	17"x30"x12"	Tier 22	P173012U22...	147 lbs.
PC Unit – TIER 15	17"x30"x18"	Tier 15	P173018U15...	172 lbs.
PC Unit – TIER 22	17"x30"x18"	Tier 22	P173018U22...	181 lbs.
PC Unit – TIER 15	17"x30"x24"	Tier 15	P173024U15...	192 lbs.
PC Unit – TIER 22	17"x30"x24"	Tier 22	P173024U22...	201 lbs.
PC Unit – TIER 15	17"x30"x30"	Tier 15	P173030U15...	217 lbs.
PC Unit – TIER 22	17"x30"x30"	Tier 22	P173030U22...	226 lbs.

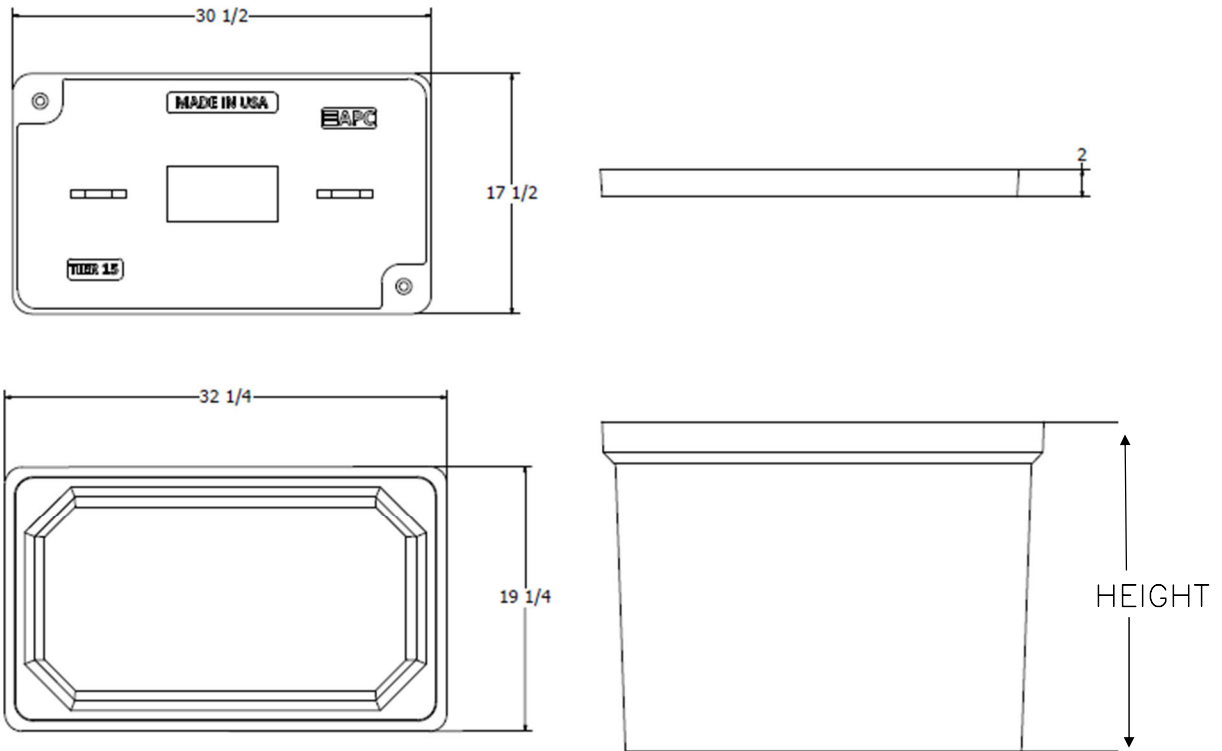


17"x30" PC UNIT, TIER 15/22

12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	17"x30"x12"	Tier 22	P173012B22	66 lbs.
Replacement Box	17"x30"x18"	Tier 22	P173018B22	100 lbs.
Replacement Box	17"x30"x24"	Tier 22	P173024B22	120 lbs.
Replacement Box	17"x30"x30"	Tier 22	P173030B22	145 lbs.
Replacement Lids – T15	17"x30"	Tier 15	Various	72 lbs.
Replacement Lids – T22	17"x30"	Tier 22	Various	81 lbs.

Bolt options



Machine Thread



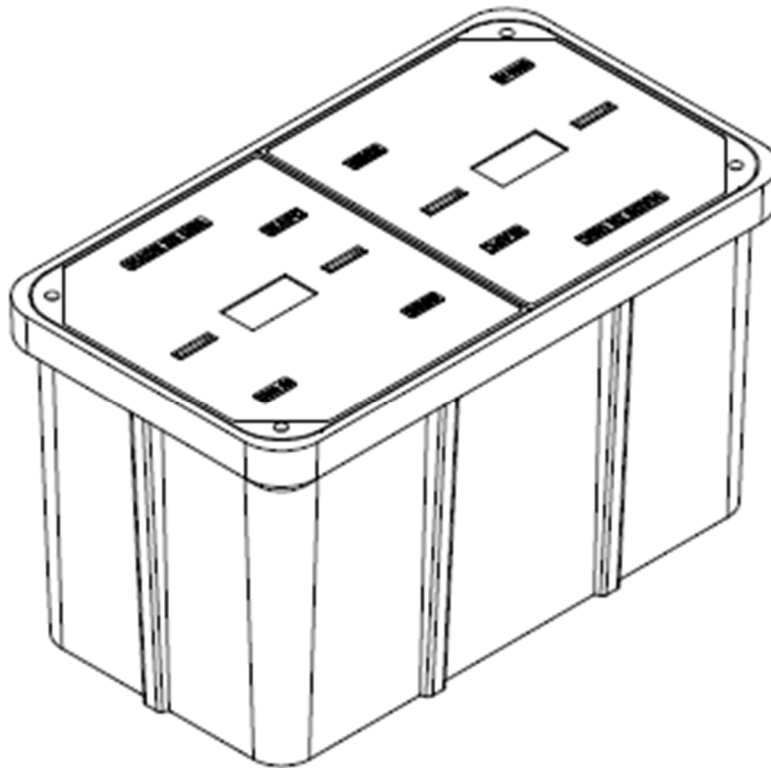
Auger Thread



33"x60" PC UNIT, 2PC TIER 15/22
36" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit - TIER 15	33"x60"x36"	Tier 15	P336036U15...	930 lbs.
PC Unit - TIER 22	33"x60"x36"	Tier 22	P336036U22...	1030 lbs.

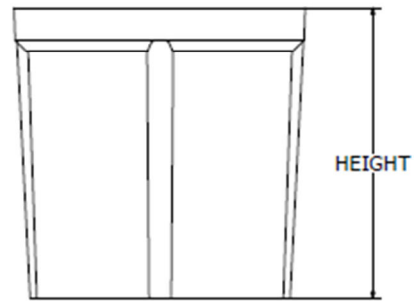
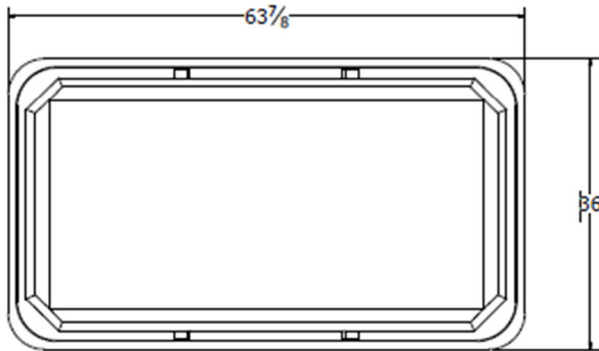
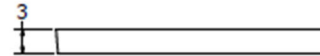
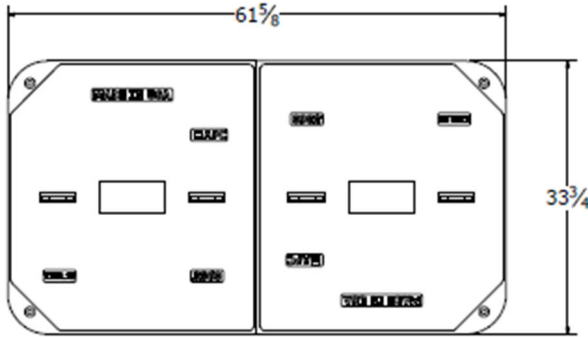


33"x60" PC UNIT, 2PC TIER 15/22

36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	33"x60"x36"	Tier 22	P336036B22	530 lbs.
Replacement Lids - T15	33"x60" (half)	Tier 15	Various	200 lbs.
Replacement Lids - T22	33"x60" (half)	Tier 22	Various	250 lbs.

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread



Speed (MPH) Prior To Road Work	SIGN SPACING, FT.		Must be Approved by an Engineer				
	Non-Divided Highways	Divided Highways	BUFFER SPACE, FT.	TAPER LENGTH, FT.	CHANNELIZING SPACING, FT.		
	Length	Shoulder (10 ft. Width)	Lane (12 ft. Width)	Through Taper	Through Buffer/Work Area		
0-35	200	200	250	70	245	35	50
40-45	350	500	360	150	540	40	80
50-55	500	1000	495	185	660	50	100
60-70	SA-1000, SB-1500, SC-2640		730	235	840	60	120

Urban Low Speed - 100 FT

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.

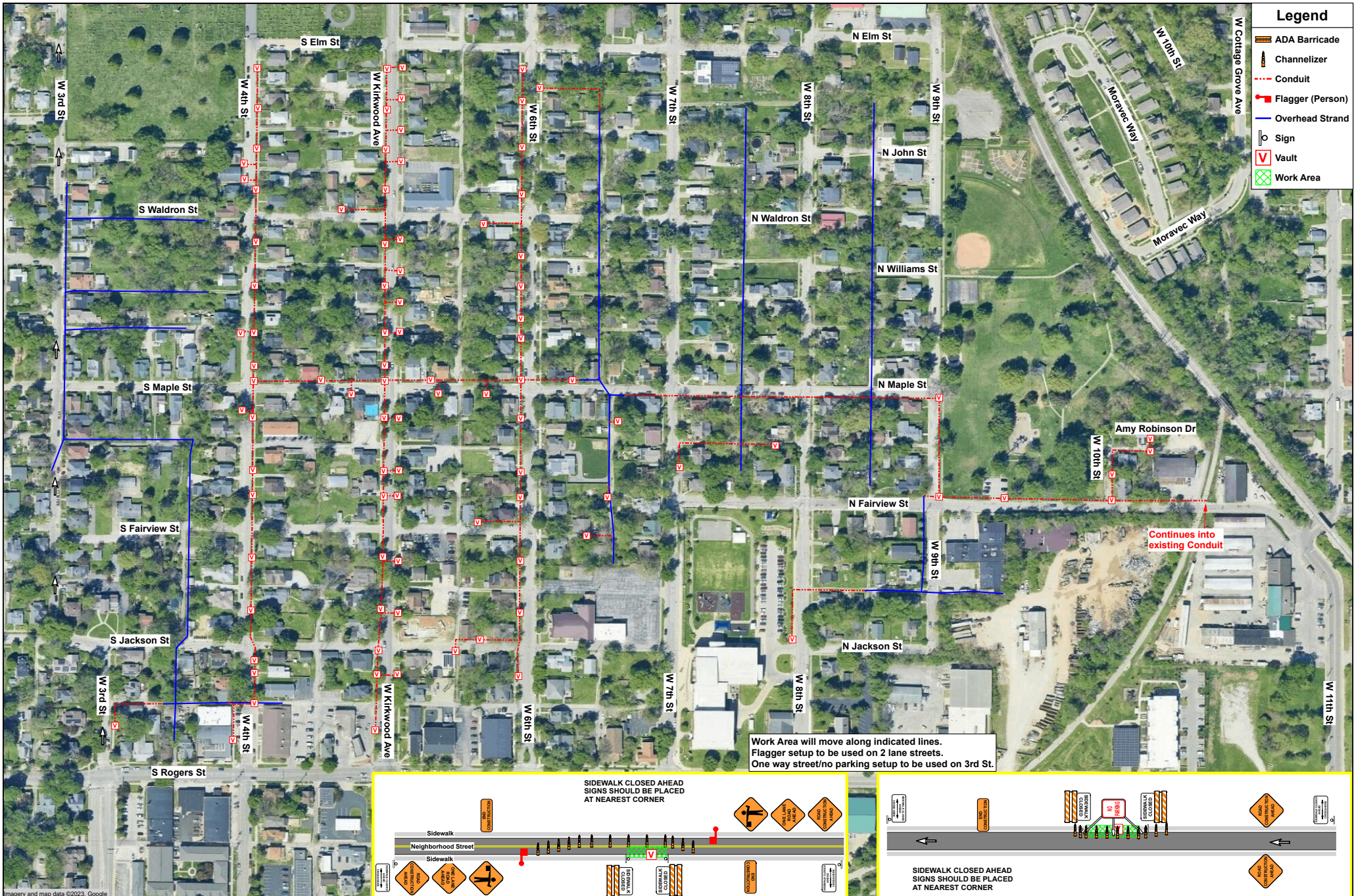
Signature: _____

Company: _____

Road Runner Safety Services, Inc.

Date: 12/7/2023 Project: BLN01b-F11 N Williams St TCP ;
Traffic Control Suggestion For: ATLANTIC ENGINEERING (AEG) ;
By: Road Runner Safety Services, Inc. : Nathan

Comments:
Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.





Board of Public Works Staff Report

Project/Event:	Fire Station #1 Renovations
Staff Representative:	Alex Gray
Petitioner/Representative:	Reed & Sons/ Mike Brinson
Date:	December 19 th , 2023

Report: Reed and Sons is requesting a road closure of E 4th St for 5 days from Jan. 29th through Feb. 2nd to work on Fire Station #1. The closure will be between S Lincoln St the alleyway before S Grant St. They are also requesting the south side sidewalk of E 4th St to be closed during the road closure and then 2-3 weeks after for a total of 31 days. The sidewalk closure would be the removal of the existing Fire Station entrance off of E 4th St. There is also a request to close the sidewalk on the east side of S Lincoln St and the driveway/bike lane on S Lincoln St the week following the E 4th St closure to do utility connections. This would be for 2 days between Feb. 5th through Feb 6th.

Bloomington Station 1 Renovation Scope of work for ROW Permit

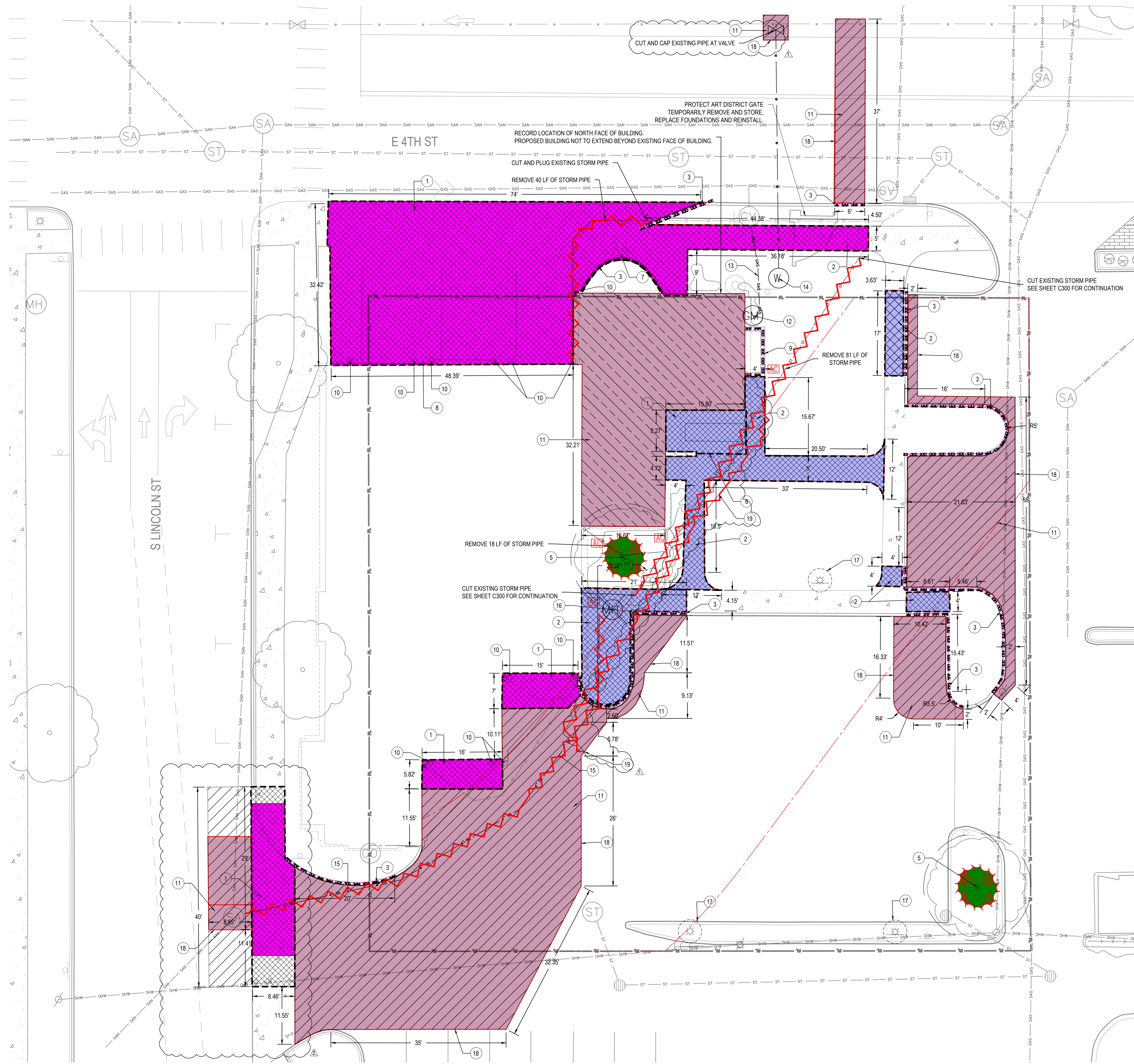
Contractor: Reed and Sons Construction

RSC 23-0023

4th Street: Dig across 4th Street and remove existing water service, install new 6" service line. Demo sidewalk and replace on south side of 4th Street. 5-Day closure.

S Lincoln Street: Install new sanitary to manhole on Lincoln Street. The manhole is located on the east side of Lincoln Street, and should only affect shoulder, bike path, and sidewalk. 2-day closure.

Sidewalks on 4th Street in front of fire station and Lincoln Street east of fire station will be closed approximately 31 days. After demo and site work completion, sidewalks will be reinstalled.



General Demolition Notes

- LITTERING STREETS-** THE CONTRACTOR SHALL REMOVE ANY DEMOLITION DEBRIS OR MUD FROM ANY STREET, ALLEY, RIGHT OF WAY RESULTING FROM THE EXECUTION OF THE DEMOLITION WORK. LITTERING OF THE SITE SHALL NOT BE PERMITTED. ALL WASTE MATERIALS SHALL BE PROMPTLY REMOVED FROM THE SITE.
- STREET CLOSURES-** IF IT SHOULD BECOME NECESSARY TO CLOSE ANY TRAFFIC OR PARKING LANES, CONTRACTOR SHALL BE RESPONSIBLE TO ACQUIRE NECESSARY PERMITS AND PLACE ADEQUATE BARRICADES AND WARNING SIGNS AS REQUIRED BY THE CITY OF FORT WAYNE and/or ALLEN COUNTY. STREET OR LANE CLOSURES SHALL BE COORDINATED WITH THE APPROPRIATE JURISDICTIONAL AUTHORITY.
- GENERAL PROTECTION- WHERE APPLICABLE**
 - SIDEWALKS-** THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO PUBLIC SIDEWALKS, IF SCHEDULED TO REMAIN, ABUTTING OR ADJACENT TO THE PROJECT SITE. REPAIR OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE CONSIDERED INCIDENTAL TO THE WORK (REPLACEMENT PER THE CITY OF FORT WAYNE and/or ALLEN COUNTY STANDARDS).
 - PEDESTRIAN ACCESS/ VEHICULAR TRAFFIC-** IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE AND CONSTRUCT NECESSARY WARNING SIGNS, BARRICADES FENCING OR TEMPORARY ACCESS AS DIRECTED BY OWNER OR LOCAL AUTHORITY.
 - DEMOLITION HOURS-** CONTRACTOR SHALL COMPLY WITH ANY RESTRICTIONS TO WORKING HOURS AS DIRECTED BY LOCAL AUTHORITY.
 - NOISE POLLUTION-** ALL CONSTRUCTION EQUIPMENT SHALL BE IN GOOD REPAIR AND ADEQUATELY MUFFLED, OR AS DIRECTED BY LOCAL AUTHORITY.
 - DUST CONTROL-** THE CONTRACTOR SHALL TAKE APPROPRIATE ACTIONS TO MINIMIZE ATMOSPHERIC POLLUTION. SUCH PRECAUTIONS SHALL INCLUDE, BUT NOT LIMITED TO, USE OF WATER OR CHEMICALS FOR DUST CONTROL IN THE DEMOLITION OF BUILDING STRUCTURES, PAVING OR CLEARING OF LAND AND AS REQUIRED BY LOCAL AUTHORITY. OPEN-BODY TRUCKS LIKELY OF CREATING AIRBORNE DUSTS SHALL BE COVERED.
- REQUIREMENTS FOR THE REDUCTIONS OF FIRE HAZARDS-** THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING AND MAINTAINING THE CORRECT TYPE AND CLASS OF FIRE EXTINGUISHER ON SITE. NO MATERIAL OBSTRUCTIONS OR DEBRIS SHALL BE PLACED OR ALLOWED TO ACCUMULATE WITHIN 15 FEET OF ANY FIRE HYDRANT.
- PROTECTION OF PUBLIC UTILITIES-** THE CONTRACTOR SHALL NOT DAMAGE EXISTING FIRE HYDRANTS, TRAFFIC SIGNALS, POWER POLES, TELEPHONE POLES, FIRE ALARM BOXES, WIRE CABLES AND/ OR UNDERGROUND UTILITIES TO REMAIN OR OTHER APPURTENANCES IN THE VICINITY OF THE SITE.
- PROTECTION OF ADJACENT PROPERTIES-** THE CONTRACTOR SHALL NOT DAMAGE OR CAUSE TO BE DAMAGED ANY PUBLIC RIGHT-OF-WAY, STRUCTURES, PARKING LOTS, DRIVES, STREETS, SIDEWALKS, UTILITIES, LAWNS OR ANY OTHER PROPERTY ADJACENT TO THE PROJECT SITE.
- GENERAL DEMOLITION NOTE-** THE CONTRACTOR SHALL ACCEPT THE SITE IN ITS PRESENT CONDITION AND SHALL INSPECT THE SITE FOR ITS CHARACTER AND THE TYPE OF IMPROVEMENTS TO BE DEMOLISHED. THE DEMOLITION LIMITS SHALL BE RELEASED TO THE CONTRACTOR UPON AWARD OF CONTRACT AND NOTICE TO PROCEED. THE CONTRACTOR SHALL HAVE FULL CONTROL OF DEMOLITION PROGRESS AND CLEARANCE OF THE SITE, SUBJECT TO THE PROJECT MANUAL AND SPECIFICATIONS.

Typical Site Demolition Notes

- REMOVE CONCRETE PAVEMENT IN ITS ENTIRETY.
- REMOVE CONCRETE WALK, SAW CUT TO EXG EJ OR CJ.
- REMOVE CONCRETE CURB
- CLEARING AND GRUBBING, TOPSOIL REMOVAL.
- REMOVE EXISTING TREE
- REMOVE EXISTING FENCE IN ITS ENTIRETY.
- REMOVE FLAG POLE - INVENTORY FOR RELOCATION OR RETURN TO OWNER
- REMOVE EXISTING STATUE- INVENTORY FOR RELOCATION OR RETURN TO OWNER
- REMOVE STONE WALL
- REMOVE BOLLARD
- REMOVE ASPHALT PAVEMENT IN ITS ENTIRETY
- REMOVE GAS METER
- REMOVE 20' OF GAS LINE FROM METER TO VALVE
- DISCONNECT/REMOVE EXISTING WATER SERVICE AND WATER VAULT, COORDINATE WITH CITY OF BLOOMINGTON UTILITIES
- REMOVE EXISTING 4" SANITARY FORCE MAIN, CUT AND PLUG AT OUTLET STRUCTURE
- REMOVE EXISTING SANITARY LIFT STATION
- DISCONNECT POWER AT SOURCE
SEE SHEET C400 FOR RECONNECTION TO PROPOSED GRAVITY SEWER.
- REMOVE LIGHT POLE AND CONCRETE BASE IN ITS ENTIRETY, REMOVE EXISTING SIGNS AND REINSTALL ON PROPOSED LIGHT POLES
- SAW CUT EXISTING ASPHALT
- REMOVE EXISTING 2" CONDUIT, CONDUIT EXTENDS FROM EXISTING BUILDING SUMP PUMP AND TIES INTO TOP OF EXISTING BOX CULVERT, APPROXIMATE LOCATION SHOWN. REMOVE PIPE AND GROUT OPENING AT EXISTING BOX CULVERT.

NOTE: ALL DEMOLISHED MATERIAL FROM CONSTRUCTION ACTIVITIES SHALL BE REMOVED OFF-SITE AND DISPOSED OF IN A LEGAL MANNER.

Legend

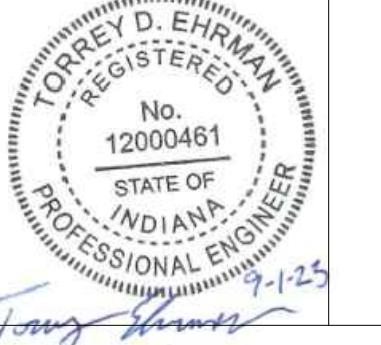
- ASPHALT PAVEMENT REMOVAL
- CONCRETE PAVEMENT REMOVAL
- CONCRETE CURB REMOVAL
- ASPHALT PAVEMENT EDGE REPAIR
- EXISTING FENCING/ GATES TO BE REMOVED
- EXISTING TREE REMOVAL
- BUILDING EXPANSION

Demolition Description	Quantity	Unit
Asphalt Pavement	5,020	sf
Concrete Curb Demolition	238	ft
Concrete Pavement	2,542	sf
Concrete Sidewalk	916	sf
Tree Demolition	2	Count
Utility Demolition	309	ft

New Construction Work for :
Station 1 Renovation
 300 E 4th St
 Bloomington, IN 47408



221 West Baker Street
 Fort Wayne, Indiana 46802
 pho 260.422.7994
 fax 260.426.2067



REVISION	DATE
▲ CITY COMMENTS	2023-10-06
▲ REVISIONS PER CITY COMMENTS	2023-12-06

DRAWN BY: FGR
 COMMISSION NUMBER: F21009
 REVIEWED BY: [Signature]
 DATE: 2023-10-09

C101

DEMOLITION PLAN

1 Demolition Plan
 1" = 10'

RSC 23-0023 Bloomington Fire Station Field Set - 12/12/2023



CONTRACT COVER MEMORANDUM

TO: Colleen Newbill, Attorney, Legal

FROM: Rick Dietz, Director, ITS

DATE: 08/07/23

RE: Presidio Networked Solutions Group LLC (Presidio) – Legal Door Locks

Contract Recipient/Vendor Name:	Presidio Networked Solutions Group LLC
Department Head Initials of Approval:	RBD
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Victoria Jones, ITS Office Manager
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Colleen Newbill
Record Destruction Date: <i>(Legal to fill in)</i>	12/1/2033
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	23-353
Due Date For Signature:	08/16/23
Expiration Date of Contract:	11/30/23
Renewal Date for Contract:	n/a
Total Dollar Amount of Contract:	\$17,693.71
Funding Source:	G/L 101-19-190000-53610– Paid by Public Works
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:

The purpose of this contract with Presidio is to provide and install access control hardware on three doors for the legal department. Presidio will install the access control wire from the door to the nearest access control cabinet. Presidio will install two new control boards for access control. Presidio will program doors into existing access control software. The city of Bloomington will assist in removing the door trim at each door location. \$6,508.16 Legal Front Door and \$11,693.17 Legal Conference Room Doors Installation. Funding is through Public Works. ITS-PO#230608

City of Bloomington Contract and Purchase Justification Form

Vendor: Presidio Networked Solutions

Contract Amount: \$17,693.71

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

PURCHASE INFORMATION

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

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

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

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

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

Presidio is ITS's vendor for electronic door lock hardware and installation. The purpose of this contract with Presidio is to provide and install access control hardware on three doors for the legal department.

\$6,508.16 Legal Front Door
\$11,185.55 Legal Conference Room Doors
\$17,693.71 Total Cost
Funding is through Public Works G/L to be determined by JD Boruff.

ITS-PO#230608

Victoria Jones

Office Manager

ITS

Print/Type Name

Print/Type Title

Department

AGREEMENT
between the
CITY OF BLOOMINGTON
INFORMATION & TECHNOLOGY SERVICES DEPARTMENT
and
PRESIDIO NETWORKED SOLUTIONS GROUP LLC

This Agreement (the “Agreement”) is entered into and made effective as of the date of the last signature below (the “Effective Date”) by and between the City of Bloomington by and through its Information & Technology Services Department (hereinafter referred to as “City”), and Presidio Networked Solutions Group LLC, a Delaware limited liability company (hereinafter referred to as “Service Provider”).

WHEREAS, the City wishes to have access control hardware installed on three doors in the City of Bloomington Legal Department office, hereinafter referred to as the “Project”; and

WHEREAS, the City wishes to have Service Provider install access control wire, new control boards, and access control hardware for the Project, hereinafter collectively referred to as the “Services” and which are more fully set forth below; and

WHEREAS, Service Provider has the experience and professional expertise and is willing and able to provide such Services to the City; and

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

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

1. **Scope of Services.** Service Provider shall provide required Services for the City which are more fully set forth in the Quote dated June 29, 2023, attached hereto, marked as **Exhibit “A”**, and incorporated herein by reference. Time is of the essence and Service Provider shall diligently complete all Services in a timely manner and consistent with the Standard of Care identified in Section 3 below.
2. **Effective Date, Term and Termination.** The Effective Date for this Agreement is the date last entered in the signature blocks below. This Agreement shall commence on the Effective Date and expire on November 30, 2023.

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 non performing party shall have thirty (30) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Service Provider. Service Provider shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Service

Provider for all the Services performed up to the date that written notice is received, including costs and expenses incurred and any non-cancellable commitments with vendors and/or subcontractors, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Service Provider'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 Service Provider in connection with this Agreement shall become the property of the City, as set for in Section 9 herein.

3. **Standard of Care.** Service Provider shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City shall be the sole judge of the adequacy of Service Provider's work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Service Provider, and by mutual agreement of the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
4. **Warranty/Warranty Disclaimer.** EACH OF THE SIGNATORIES HERETO WARRANTS AND REPRESENTS THAT IT HAS THE RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT. SERVICE PROVIDER WARRANTS ALL SERVICES WILL BE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER CONSISTENT WITH INDUSTRY STANDARDS. SERVICE PROVIDER SERVICES ARE WARRANTED FOR THIRTY (30) DAYS FROM THE DATE OF FINAL DELIVERY OF THE SERVICES, DURING WHICH PERIOD SERVICE PROVIDER SHALL PROMPTLY CORRECT ANY DEFECTIVE WORKMANSIP AT NO ADDITIONAL COST TO THE CITY AS THE CITY'S SOLE AND EXCLUSIVE REMEDY. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SERVICE PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALINGS OR COURSE OF PERFORMANCE. SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE CITY AGREES THAT ANY PRODUCTS PROVIDED TO THE CITY UNDER THIS AGREEMENT THAT ARE NEITHER DEVELOPED NOR DESIGNED BY SERVICE PROVIDER WILL CARRY THE WARRANTY PROVIDED BY THE MANUFACTURER OR DEVELOPER, IF ANY, AND SERVICE PROVIDER MAKES NO INDEPENDENT WARRANTY WITH RESPECT TO SUCH PRODUCTS.
5. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Service Provider shall be entitled to rely upon the accuracy and completeness of such information. The City shall designate in the Notice section below who is authorized to act on its behalf with respect to this Agreement.

6. **Compensation.** The City shall pay Service Provider for all fees and expenses for Services herein provided in an amount not to exceed Seventeen Thousand Six Hundred Ninety-Three Dollars and Seventy-One Cents (\$17,693.71).

Service Provider shall submit invoices to the City. Invoices shall be sent to:

Information and Technology Services
City of Bloomington
401 North Morton Street, Suite #160
Bloomington, Indiana 47404
its-purchasing@bloomington.in.gov

Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to the City within thirty (30) days of receipt of invoice. Additional services and/or any changes in the Services not set forth herein shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or any expenses incurred by Service Provider. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed unless and until additional funding is approved and an amendment to this Agreement reached by both parties herein.

7. **Appropriation of Funds.** Notwithstanding any other provision of this Agreement, 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 Common Council of the City of Bloomington or any board or commission, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty as set forth below. In the event of termination, the City shall pay for all services rendered and costs incurred by Service Provider up until the effective date of termination. In such event, the Service Provider is entitled to payment for products and services rendered, including costs and expenses incurred and any non-cancellable commitments with vendors and/or subcontractors, prior to the effective date of termination.
8. **Schedule.** Consultant shall perform the Services as established in Section 1. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
9. **Identity of Service Provider.** Service Provider acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Service Provider. Service Provider thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Service Provider. Service Provider shall not subcontract any part of the Services without the prior written permission of the City. The City reserves the right to reject any of Service Provider's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the Project.
10. **Ownership of Documents and Intellectual Property.** Service Provider agrees that any information or documents, including digital GIS information, supplied by the City shall be

used by Service Provider for this Project only, and shall not be reused or reassigned for any purpose. All documents, drawings and specifications, including digital format files, prepared by Service Provider and furnished to the City as part of the Services shall become the property of the City, and the City shall have a perpetual, irrevocable, worldwide, royalty-free, nonexclusive right to use all intellectual property embodied in such materials for its internal and external purposes (such as press releases and to respond to requests under Indiana's Access to Public Records Act). Service Provider shall retain its ownership rights in intellectual property and other proprietary property (including but not limited to software and databases) developed, utilized, or modified by Service Provider in the performance of the Services.

- 11. Reuse of Documents.** All documents, including but not limited to, drawings, specifications and computer software prepared by Service Provider 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 City or others on modifications or extensions of this Project or on any other project. The City may elect to reuse such documents; however any reuse without prior written verification or adaptation by Service Provider for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to Service Provider. The City shall indemnify and hold harmless Service Provider against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by Service Provider will entitle Service Provider to additional compensation at rates to be agreed upon by the City and Service Provider.
- 12. Accessibility of Deliverables.** All final reports and other final deliverables provided by Service Provider under this Agreement shall be provided digitally and shall meet at least the following standards for accessibility: Web Content Accessibility Guidelines (WCAG) Version 2.1, available at <https://www.w3.org/WAI/standards-guidelines/wcag/#iso> .
- 13. Independent Service Provider Status.** During the entire term of this Agreement, Service Provider shall be an independent Service Provider, and in no event shall any of its personnel, agents or sub-Service Providers be construed to be, or represent themselves to be, employees of the City. Service Provider shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.
- 14. Indemnification.** Service Provider shall indemnify and hold harmless the City of Bloomington, its directors, officers, agents and employees of the City from and against all third party claims, demands, damages, costs, expenses or other liability, including reasonable attorneys' fees and defense costs, to the extent caused by Service Provider's willful misconduct or negligent performance of professional services under this Agreement and that of its sub-Service Providers or anyone for whom Service Provider is legally liable. Service Provider's obligations provided in this Section are contingent upon the City providing Service Provider with: i) written notice of the claim as soon as the City first becomes aware of the claim; ii) complete control of the defense of and the right to settle such claim; iii) all available information, assistance, and cooperation to enable Service Provider to defend or settle such claim, at Service Provider's expense.

15. LIMITATION OF LIABILITY. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, COSTS FOR PROCUREMENT OF SUBSTITUTE SERVICES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, USE, OR BUSINESS INTERRUPTION INCURRED BY THE CITY OR ANY THIRD PARTY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SERVICE PROVIDER'S ENTIRE LIABILITY HERUNDER AND THE CITY'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS PAID BY THE CITY TO SERVICE PROVIDER FOR THE APPLICABLE SERVICE UNDER THE APPLICABLE SOW DURING THE SIX (6) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED.

SERVICE PROVIDER SHALL NOT BE LIABLE TO THE CITY OR TO ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: (I) INTEROPERABILITY, INTERACTION, ACCESS, OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, PROFESSIONAL SERVICES, CONTENT OR NETWORKS PROVIDED BY THE CITY OR THIRD PARTIES; (II) SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS, EXCEPT AS OTHERWISE PROVIDED IN THE APPLICABLE SOW; (III) UNAUTHORIZED ACCESS TO, OR THEFT, ALTERATION, LOSS, DEGRADATION, DAMAGE OR DESTRUCTION OF, THE CITY'S, ITS USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS, WHETHER ON-PREMISES OR CLOUD-BASED (ALL OF THE FOREGOING OF THE CITY, ITS USERS OR THIRD PARTIES IS COLLECTIVELY REFERRED TO HEREINAFTER AS THE "CITY COMPUTER SYSTEMS"), OR LOSS OF ACCESS THERETO, THROUGH ANY MANNER OR METHOD, INCLUDING, WITHOUT LIMITATION, ANY HARMFUL PROGRAM, CODE OR ATTACK; (IV) A BREACH IN THE SECURITY OF ANY OF THE CITY COMPUTER SYSTEMS; (V) THE INTEGRITY OR AUTHENTICITY OF THE CITY'S, ITS USERS' OR THIRD PARTIES' CONENT, DATA, OR INFORMATION, (VI) In addition to any responsibilities specified in an SOW, the City shall establish, implement and maintain its own (i) procedures for the reconstruction of lost or altered files, backup or saving of data or programs, and (ii) organizational security protocols and governance consistent with industry practices governing THE CITY'S, its employees, subcontractors, or third parties' access and use of the CITY Computer Systems or (VII) THE CITY'S FAILURE TO IMPLEMENT ANY SECURITY RECOMMENDATIONS MADE BY SERVICE PROVIDER

16. Insurance. During the performance of any and all Services under this Agreement, Service Provider 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 limit of \$2,000,000 annual 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, its agents, officers, board members and employees shall be named as additional insureds under the General Liability and Automobile Liability policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder. Service Provider shall provide at least 30 days’ notice to City prior to any cancellation/termination of any or all insurance policies.

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

- 17. **Conflict of Interest.** Service Provider declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. Service Provider agrees that no person having any such interest shall be employed in the performance of this Agreement.
- 18. **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.
- 19. **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.

20. **Assignment.** Neither the City nor Service Provider shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Service Provider may assign its rights to payment without the City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Notwithstanding the foregoing, the City agrees that Service Provider may assign this Agreement without such approval to an affiliate or in connection with a merger, acquisition, consolidation, corporate reorganization, sale of a substantial block of its stock, or the sale of all or substantially all of its assets.
21. **Non-Solicitation.** During the term of the Agreement and for a period of twelve (12) months thereafter, the City agrees not to solicit for a permanent or other position any employee or subcontractor of Service Provider to whom the City was introduced or who worked on a project involving the parties pursuant to this Agreement. Should the City solicit and/or hire such an employee or subcontractor from Service Provider, the City shall pay to Service Provider an administrative fee equal to the most recent year's aggregate employee's compensation with Service Provider or the subcontractor as applicable. This fee would be payable at the time of the individual's acceptance of employment from City.
22. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Service Provider.
23. **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.
24. **Non-Discrimination.** Service Provider shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Service Provider understands that the City prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent Service Providers doing work for the City. If Service Provider believes that a City employee engaged in such conduct towards Service Provider and/or any of its employees, Service Provider or its employees may file a complaint with the City Department head in charge of Service Provider's work, and/or with the City's 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. Any breach of this section is a material breach and will be cause for termination of this Agreement.
25. **Verification of New Employees' Immigration Status.** Service Provider is enrolled in, and verifies the work eligibility status of all newly-hired employees through, the E-Verify program. (This is not required if the E-Verify program no longer exists). Service Provider signed an e-verify affidavit, attached hereto, marked as **Exhibit "B"**, and by this reference incorporated herein.

Service Provider may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that Service Provider subsequently learns is an

unauthorized alien. If the City obtains information that Service Provider employs or retains an employee who is an unauthorized alien, the City shall notify Service Provider of the contract violation and require that the violation be remedied within 30 days of the date of notice. If Service Provider verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that Service Provider did not knowingly employ an unauthorized alien. If Service Provider fails to remedy the violation within the 30 day period, the City shall terminate the contract unless the City determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new service provider. If the City terminates the contract, Service Provider is liable to the City for actual damages.

26. Non-Collusion. Service Provider certifies that it has not, nor has any other member, representative, or agent of Service Provider, entered into any collusion by agreement or otherwise with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Service Provider has signed the non-collusion affidavit attached hereto, marked as **Exhibit "C"** and by this reference incorporated herein.

27. Living Wage Ordinance. [Intentionally Omitted.]

28. Compliance with Laws. In performing the Services under this Agreement, Service Provider shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. When appropriate, Service Provider shall advise City of any and all applicable regulations and approvals required by any federal, state, local government agencies. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the Project are in conflict, Service Provider shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

TO CITY:

City of Bloomington ITS Dept.
Attn: Mike Crump, Assistant Director for
Operations
401 N. Morton Street, Suite #160
Bloomington, IN 47404
michael.crump@bloomington.in.gov

TO SERVICE PROVIDER:

Presidio Networked Solutions Group LLC
Attn: James Dilbone
12272 Hancock Street
Carmel, IN 46032
jdilbone@presidio.com

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

30. **Intent to be Bound.** The City and Service Provider each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

31. **Integration and Modification.** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and Service Provider. This Agreement supersedes any and 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. In the event of any conflict between this Agreement and Exhibit A, this Agreement will govern.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

CITY OF BLOOMINGTON

**PRESIDIO NETWORKED
SOLUTIONS GROUP LLC**

Beth Cate, Corporation Counsel Date
City of Bloomington


Eric Adams (Dec 8, 2023 10:23 EST) Dec 8, 2023

Signature Date

Kyla Cox Deckard, Board of Public Works Date

Eric Adams

Print Name and Title

EXHIBIT A



QUOTE: 2001822015242-01

DATE: 06/29/2023

PAGE: 1 of 4

TO:
 City of Bloomington
 Mike Crump
 401 N Morton St
 Suite 160
 Bloomington, IN 47404

michael.crump@bloomington.in.gov
 (p) 812 349-3400
 (f) (812) 323-3207

FROM:
 Presidio Networked Solutions Group, LLC
 James Dilbone
 12272 Hancock St
 Carmel, IN 46032

jdilbone@presidio.com
 (p) +1.317.660.3016

Customer#: CITYB011

Contract Vehicle: *Open Market

Account Manager: James Dilbone

Inside Sales Rep: Christy Beard

Title: Legal Office

Comments: Presidio will provide and install access control hardware on 3 doors for the legal department. Presidio will install the access control wire from door to nearest access control cabinet. Presidio will install 2 new control boards for access control. Presidio will program doors into existing access control software. COB will need to assist in removing trim at each door location.

#	Part #	Description	Unit Price	Qty	Ext Price
Option 1: Legal Front Door					
1	LNL-1320-S3	Dual Reader Interface Module (Series 3 Supports OSDP Readers) 12/24 VDC, 2 Reader interface, W/M, 8 inputs, 6 (5A) form C relays , RoHS, CE, C-Tick and UL294 certified	\$732.83	1.00	\$732.83
2	MT15	Reader - Multi-Tech	\$227.86	1.00000	\$227.86
3	180-12-W	RECESSED STEEL DOOR CONTACT	\$7.57	1.00	\$7.57
4	MISC-PhySec-CONSUMABLE	Physical Security / AV Consumable Supplies Comments: 70RX-8271-24 LNL 10B Sargent Locking Hardware	\$1,066.53	1.0000	\$1,066.53
5	MISC-PhySec-CONSUMABLE	Physical Security / AV Consumable Supplies Comments: TA2714 4.5" x 4.5" 10B Electric Hinge	\$239.40	1.0000	\$239.40
6	4461030-500	4 Elem Comp Cable CMP Ylw Jkt	\$543.97	1.00	\$543.97
7	MISC-PhySec-CONSUMABLE	Physical Security / AV Consumable Supplies Comments: Misc Parts	\$45.00	1.0000	\$45.00
8	PS-SVC-PHYSEC-FF	Physical Security Presidio Professional Services Fixed Fee	\$3,645.00	1.0000	\$3,645.00
Total (Option 1: Legal Front Door):					\$6,508.16
Option 2: 2 Legal Back Doors					
9	LNL-1320-S3	Dual Reader Interface Module (Series 3 Supports OSDP Readers) 12/24 VDC, 2 Reader interface, W/M, 8 inputs, 6 (5A) form C relays , RoHS, CE, C-Tick and UL294 certified	\$732.83	1.00	\$732.83
10	MT15	Reader - Multi-Tech	\$227.86	2.00000	\$455.72
11	180-12-B	RECESSED STEEL DOOR CONTACT	\$7.57	2.00	\$15.14
12	MISC-PhySec-CONSUMABLE	Physical Security / AV Consumable Supplies Comments: 70RX-8271-24 LNL 10B Sargent Locking Hardware	\$1,066.53	2.0000	\$2,133.06
13	MISC-PhySec-CONSUMABLE	Physical Security / AV Consumable Supplies Comments: TA2714 4.5" x 4.5" 10B Electric Hinge	\$239.40	2.0000	\$478.80
14	MISC-PhySec-CONSUMABLE	Physical Security / AV Consumable Supplies	\$80.00	1.0000	\$80.00

15	PS-SVC-PHYSEC-FF	Physical Security Presidio Professional Services Fixed Fee	\$7,290.00	1.0000	\$7,290.00
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Total (Option 2: 2 Legal Back Doors):					\$11,185.55
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				Sub Total:	\$0.00
				Grand Total:	\$0.00

Quote valid for 30 days. Payment of invoices are due within 30 days from date of invoice unless other terms are issued. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. All prices subject to change without notice. Supply subject to availability. This Quote is subject to Presidio's Standard Terms and Conditions below. Any changes to the following Terms and Conditions must be accepted in writing by Presidio, otherwise, CLIENT agrees to be bound by the following Terms and Conditions and pricing contained herein:

Pricing

- Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax exempt certificate is provided.
- The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
- Prices exclude freight, handling or insurance (unless itemized in the quote).
- Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

Invoicing

- CLIENT is invoiced for hardware ("goods") upon shipment from the manufacturer and shall accept and pay for partial shipments. Software is invoiced upon shipment of media or when download capability is provided. OEM services are billed per the OEM SOW. Presidio services are billed per the Presidio SOW.
- Usage-Based Services Terms and Conditions. For Usage-Based Services purchased by CLIENT, Presidio shall invoice CLIENT once a month. Notwithstanding the amounts included on the applicable purchase order, the invoice for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.
- Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). For Third-Party-provided, enterprise-based software licensing and services, Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's delinquent or non-payment.

Freight, Handling, Shipping

- CLIENT will be billed for Presidio's and/or the manufacturer's freight charges for shipment of goods.
- Title/Risk of loss passes to CLIENT Freight on Board (FOB) origin unless otherwise agreed to in writing by Presidio. Orders shipped from a manufacturer to Presidio at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT.
- Presidio accepts no responsibility / liability in connection with the shipment.
- Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees. Client may be asked to execute a Presidio "Warehousing Agreement". CLIENT must provide primary insurance coverage for CLIENT equipment held in a Presidio warehouse.
- International delivery services include (i) Consolidated billing in USD for all international deliveries (ii) Consolidated contracting with one entity, namely Presidio (iii) Single point of contact (iv) Freight forwarding including exportation permits, application of tariff headings, customs clearance (including import permits, licenses, certificates) (v) Asset Management, Tracking & Reporting.

Warranty and Limitation of Liability

- Product is warranted by the Manufacturer, not by Presidio. Please consult Manufacturer for warranty terms. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

Return Policy

- CLIENTS return rights are subject to the return policies (& fees including restocking) of the applicable manufacturer
- A Presidio-issued Return Material Authorization (RMA) is required & needs to accompany returned items before any credit is issued to a CLIENT. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.
- CLIENTS have 15 calendar days from original ship date to request a RMA (unless shorter period is required by manufacturer)
- Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered failing which Presidio is entitled to reject acceptance of items or charge further fees
- The CLIENT is responsible for shipping fees to the destination highlighted in the RMA
- Opened software cannot be returned

Cancellation Policy

- CLIENT's cancellation of purchase order rights are subject to the cancellation policies (& fees) of the applicable manufacturer

Leases

- In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

Software terms

- Software is subject to the license terms that accompany it.
- License terms are established between the CLIENT & owner of the software
- Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use.
- Delivery of software licenses are agreed to be accepted in electronic form from the third party software company. Otherwise, you agree to self-accrue any applicable sales tax at the rate in effect for the jurisdiction.

Term and Termination of Orders: Usage-Based Services, Enterprise Agreements and Multi-Year Orders

- The terms of use for Usage-Based Services (i.e. Cisco-provided WebEX or Software as a Service (SaaS)) are established by the applicable third-party provider of such services either at the applicable third-party provider website or via the separate agreement between CLIENT and third-party provider.
- The "Initial Term" of an order for Usage-Based Services and/or Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the upcoming Renewal Term.
- Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

Multi-Year Agreements

- For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

SmartNet (Third party Maintenance)

- CLIENTS rights are subject to the terms provided by the applicable manufacturer. (per website address)
- Delivery of software maintenance, including upgrades and updates are agreed to be accepted electronically. Otherwise, you agree to self-accrue applicable sales tax.

Confidential Information.

- CLIENT agrees that this quote is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose. CLIENT agrees to protect this Quote to the same extent that it protects its own Confidential Information, but with no less than a reasonable degree of care.

Export Law Compliance.

- CLIENT has been advised that any hardware or software provided to CLIENT via this Quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

Miscellaneous Terms

- Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

**EXHIBIT B
E-VERIFY AFFIDAVIT**

STATE OF ~~INDIANA~~ Maryland)
)SS:
COUNTY OF Howard)

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

1. The undersigned is the Sr. Contracts Manager of Presidio Networked Solutions Group, LLC.
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 subService Provider 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

Erik Hayko
Printed Name

STATE OF Maryland)
)SS:
COUNTY OF Howard)

Before me, a Notary Public in and for said County and State, personally appeared Erik Hayko
and acknowledged the execution of the foregoing this 19th day of June, 2023.

My Commission Expires: Feb 21 2027

County of Residence: Howard

Susan Lambert
Notary Public's Signature
Susan Lambert
Printed Name of Notary Public

Susan
Lambert

Digitally signed by
Susan Lambert
Date: 2023.06.19
15:13:29 -04'00'



**City of Bloomington
Human Rights Commission**

TO: Presidio

EXPIRATION: 12/19/2023

Dear Board Members:

I have reviewed the affirmative action plan for Presidio, which is on file with the City Legal Department. I find the plan acceptable under the City of Bloomington Human Rights Ordinance and under the Contract Compliance Regulations. I will retain a copy of the plan in my files.

Sincerely,

Audrey Brittingham
Assistant City Attorney

Cc: File
Bidder



Victoria Jones <victoria.jones@bloomington.in.gov>

Presidio Legal Door Lock Installation Agreement

Jeffrey Underwood <underwoj@bloomington.in.gov>

Wed, Dec 6, 2023 at 11:46 AM

To: Colleen Newbill <colleen.newbill@bloomington.in.gov>

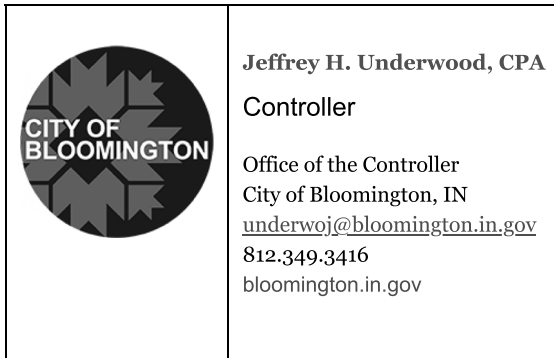
Cc: Jeff McMillian <mcmillij@bloomington.in.gov>, Julie Martindale <martindj@bloomington.in.gov>, Beth Cate <beth.cate@bloomington.in.gov>, Victoria Jones <victoria.jones@bloomington.in.gov>

approved

J

[Quoted text hidden]

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Board of Public Works Staff Report

Project/Event: Restorative Roof Coating at Fire Station #2
Petitioner/Representative: Public Works Facilities Division
Staff Representative: J.D. Boruff, Operations and Facilities Director
Meeting Date: December 19, 2023

Ann Kriss, LLC was awarded the contract for the Restorative Roof Coating Project at Fire Station #2 in the amount of \$138,000.00 on October 10, 2023. Addendum #1 for the contract was approved on November 8, 2023 to add \$10,300 in compensation for additional repairs that were identified as necessary.

Addendum #2 is the necessary Retainage Agreement as the contract amount is over the threshold of \$100,000.00.

ADDENDUM TO AGREEMENT
between the
CITY OF BLOOMINGTON
and
ANN- KRISS, LLC.

This Addendum to the Agreement between City of Bloomington and Ann-Kriss, LLC., for Bloomington Fire Station 2 (the “Addendum”) is made and entered into on December ____, 2023, by and between the City of Bloomington (the “City”), and Ann-Kriss, LLC. (“Contractor”).

WHEREAS, the parties entered in that certain Agreement between City of Bloomington and Ann-Kriss, LLC., for Bloomington Fire Station 2 approved by the City of Bloomington Board of Public Works on October 12, 2023 (the “Agreement”);

WHEREAS, pursuant to Article 4 of the Agreement, Owner requires retainage be held for contracts in excess of \$100,000.00 and for which Contractor requested Progressive Payments;

WHEREAS, pursuant to Article 4.01, Contractor has the option to have the retainage either held by the City of Bloomington or placed in an escrow account with an escrow agent; and

WHEREAS, if Contractor opts to have the retainage placed in an escrow account, Yellow Cardinal Advisory Group, Columbus, Indiana shall serve as the escrow agent.

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

1. This Addendum amends and modifies the Agreement as follows:

a. Contractor elects the following option for the retainage:

_____ Retainage will be held by the City of Bloomington. Contractor acknowledges and agrees that no interest will be earned or payable on the retainage held by the City.

_____ Retainage will be placed in an escrow account pursuant to Article 4 of the Agreement. The escrow agreement, executed by the City and Contractor, is incorporated herein by reference.

2. **Integration.** This Addendum and its exhibits are an integrated component of the Agreement.

3. Capitalized terms herein have the same meaning as used in the Agreement unless otherwise noted.

4. All other provisions of the Agreement remain in full force and effect.



Board of Public Works Staff Report

Project/Event: Award Downtown Alley Renovation Contract to Groomer Construction Inc.
Petitioner/Representative: Street Department
Staff Representative: Joe Van Deventer
Date: December 19, 2023

Report:

This contract shall furnish all necessary labor, materials, and equipment for the reconstruction of paved alleys in the downtown Bloomington area.

Project E 6th Street Alley – North/South & East/West Alleys between E 6th Street, S Walnut St, E Kirkwood Ave & S Washington St (2 Alleys)

Project E 4th Street Alley – East/West Alley between E 4th St, S Walnut St, E Kirkwood Ave & S Washington St (1Alley)

Bids were publicly opened and read aloud on December 4th, 2023 at the Board of Public Works work session. Groomer Construction was the lowest responsive and reasonable bidder.

Groomer Construction: \$ 250,076.58

Project E 6th St- \$ 153,047.00

Project E 4th St - \$ 97,029.58

Crider & Crider: Bid not complete

Board of Public Works
Staff Report

City of Bloomington Contract and Purchase Justification Form

Vendor: Groomer Construction, Inc.

Contract Amount: \$ 250,076.58

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

PURCHASE INFORMATION

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

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

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

# of Submittals: 2	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Two bids were publicly opened and read aloud on December 4th, 2023 at the Board of Public Works work session. Groomer Construction Inc was the lowest responsive and reasonable bidder. Groomer Construction \$ 250,076.58 Crider & Crider \$ Not complete		
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

Groomer Construction Inc was the lowest responsive and reasonable bidder.

Joe VanDeventer

Director of Operations

PW/Street Division

Print/Type Name

Print/Type Title

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

GROOMER CONSTRUCTION, INC.

FOR

DOWNTOWN ALLEYS RENOVATION PROJECT

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Downtown Alley Renovation 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 by July 01, 2024, 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, a total of \$250,076.58 (Two Hundred and Fifty Thousand and Seventy-Six dollars and Fifty-Eight cents), with \$153,047 (One Hundred Fifty-Three Thousand and Forty-Seven dollars) for the 6th St project, and \$97,029.58 (Ninety-Seven Thousand and Twenty-Nine Dollars and Fifty-Eight cents) for the 4th St project, subject to adjustment under the Contract. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

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

4.07 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, the Owner may direct the escrow agent or the Board to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent 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 Owner or another party under contract with Owner, said funds shall be released to Owner.

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

Unsuitable performance of the work as determined by CITY ENGINEER or his or her representative.

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

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

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

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

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmative Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design

may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

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

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

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

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with 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	Groomer Construction, Inc.
Attn: Public Works	Attn: Richard Groomer
P.O. Box 100 Suite 120	6535 W. Ison Road
Bloomington, Indiana 47402	Bloomington, IN 47403

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.

5.20 Living Wage Ordinance

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

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Elizabeth Karon, Vice President

Printed Name

Jane Kupersmith, Vice President

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

“SCOPE OF WORK”

DOWNTOWN ALLEYS RENOVATION PROJECT

This project shall include, but is not limited to:

This contract shall furnish all necessary labor, materials, and equipment for the reconstruction of paved alleys in the downtown Bloomington area.

Project E 6th Street Alley – North/South & East/West Alleys between E 6th Street, S Walnut St, E Kirkwood Ave & S Washington St (2 Alleys)

Project E 4th Street Alley – East/West Alley between E 4th St, S Walnut St, E Kirkwood Ave & S Washington St (1Alley)

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'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)
) SS:

COUNTY OF _____)

AFFIDAVIT

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

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

Signature

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 "E"

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the [Click here to enter text.](#) of [Click here to enter text.](#)
(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: [Click here to enter text.](#)
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: [Click here to enter text.](#)
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of _____, 2023.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number



Board of Public Works Staff Report

Project/Event: Agreement for the Purchase and Delivery of Fuel

Petitioner/Representative: Fleet Maintenance Department

Staff Representative: Cory Snider & Lisa Lazell

Meeting Date: December 19, 2023

Report: On Monday, November 20, 2023 the Board of Public Works opened bids for the purchase and delivery of fuel products. The submissions were from Premier Energy, Petroleum Traders, and Sunoco.

City Staff has reviewed each of the submissions and recommends the Board accept Petroleum Traders, Premiere Energy, and Sunoco, LLC as responsible bidders for the purchase and delivery of fuel.

**AGREEMENT FOR
PURCHASE AND DELIVERY OF FUEL**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Public Works (hereinafter referred to as the "Department") and Petroleum Traders, Corp. (hereinafter referred to as "Supplier"),

WITNESSETH:

WHEREAS, the Department wishes to potentially purchase fuel, diesel and/or unleaded, from the Supplier;

WHEREAS, it is in the public interest that such fuel be purchased; and,

WHEREAS, the Supplier is willing and able to provide fuel to the Department;

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

Article 1. Purchase of Fuel:

- (a) Each time the City needs to purchase fuel, whether it be diesel or unleaded, the Supplier, along with all other suppliers under contract with the City, will be contacted via email and provided the Request for Quote (Not an Order) Form, attached hereto and incorporated herein by reference as Exhibit A. All suppliers will have an opportunity to quote their current best price by email to the City for each of the following fuels within two (2) hours of receiving the email:
- 89 Midgrade Unleaded (No Ethanol)
 - 89 Midgrade Unleaded (E10)
 - 87 Low Grade (No Ethanol)
 - 87 Low Grade (E10)
 - E85
 - Diesel, with Premium 50 Cetane Minimum & 100% Soy Methyl Ester for Biodiesels
 - B20
 - B10
 - B5
 - B2
 - Premium Diesel
 - #2 Diesel, 44 Cetane Minimum Required
- (b) If the Supplier cannot provide a price for each of the above-noted fuel types, the Supplier shall still provide a price for any of the fuel-types it does have available. The City will award the purchase to the lowest timely quote for whichever fuel type it needs when the quote is requested.
- (c) The Supplier shall return the above-described form, whether the Supplier is bidding or not. If the Supplier does not return the email three (3) times in a row, the City shall no longer continue to send the form via email to the Supplier, and the City may deem this Agreement terminated and void with that Supplier.
- (d) The Request for Quote (Not an Order) Form, created by the City, shall be completed and submitted by the Supplier with each bid.
- (e) The Supplier shall not include state or federal taxes with its bid.

Article 2. Standard of Care: Supplier shall be responsible for delivery of any fuel purchased in a sufficient manner to meet high professional standards. The Department shall be the sole judge of the adequacy of Supplier's work in meeting such standards. However, the Department shall not unreasonably withhold its approval as to the adequacy of such performance. If the Supplier's performance does not meet the approval of the Department, then the Department may avail itself of its termination rights in Article 9.

Article 3. Responsibilities of the Department: The Department shall provide all necessary information regarding requirements for the fuel to be purchased. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Supplier shall be entitled to rely upon the accuracy and completeness of such information. The Department shall designate who is authorized to act on its behalf with respect to this Agreement.

Article 4. Term of Agreement: The term of this Agreement shall commence on January 1, 2024, and shall continue through December 31, 2024, (the "Operating Term"). This Agreement may be renewed annually, up to three times, for additional one-year terms, provided Supplier does not give written notice to the City, at least sixty (60) days prior to the expiration of the Agreement Term, that it does not wish to renew the Agreement.

Article 5. Delivery of Fuel:

- (a) All deliveries shall be made and billed on net gallons at the time of delivery to the City.
- (b) The Supplier shall provide a computer-generated Bill of Lading describing terminal, net gallons, and proper product delivery, and must be turned into City personnel prior to leaving City premises. The City will only pay for the net gallons of fuel received in the tanks.
- (c) The Supplier shall guarantee to make delivery of the purchased fuel by noon the following day of the City placing its order.
- (d) Supplier shall contact Department via phone when fuel delivery is on site.
- (e) The Supplier shall be liable for any loss of product or damage incurred during the filling process.
- (f) Delivered fuel shall be free of objectionable foreign material, suspended matter or similar substances likely to damage the fuel pump.

Article 6. Compensation: Upon the submittal of approved claims, via the use of a Bill of Lading, the Department shall compensate the Supplier accordingly. Payments shall be considered past due if not paid within forty-five (45) calendar days of the due date.

Article 7. Compensation for Failure to Deliver Fuel: The Supplier agrees that should it fail to deliver the fuel the City purchased from it, at the price quoted by the Supplier, and the City has to purchase fuel at a higher price from a different vendor, the Supplier shall reimburse the City for the additional expense the City incurred in purchasing fuel from a different vendor.

Article 8. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty as set forth in Article 9 herein.

Article 9. Termination: The Agreement may be terminated for any reason by either party upon seven (7) days written notice to the other party.

Article 10. Default: If the Supplier breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

- (a) Failure to provide the purchased fuel by noon the following day of its purchase.
- (b) Failure to provide the type of fuel purchased.
- (c) Failure to provide fuel free of objectionable foreign material, suspended matter or similar substances likely to damage a fuel pump.
- (d) Failure to contact Department via phone when fuel is on site.
- (e) If, for any other reason, the Supplier breaches the Contract or fails to carry on the work in an acceptable manner.

Article 11. Indemnification: The Supplier agrees to indemnify and hold harmless the 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 the Supplier 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 the 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.

Article 12. Insurance: The Supplier shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from the Supplier's operations under this Agreement, whether such operations be by the Supplier or by anyone directly or indirectly employed by the Supplier, or by anyone for whose acts any of them may be liable:

- (a) Workers compensation, Statutory Requirements
- (b) Employer's Liability Bodily Injury by Accident, \$100,000 each accident
- (c) Employer's Liability Bodily Injury by Disease, \$500,000 policy limit
- (d) Employer's Liability Bodily Injury by Disease, \$100,000 each employee
- (e) Commercial General Liability, \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- (f) Comprehensive Auto Liability, \$1,000,000 each accident

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

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

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

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

Article 16. Assignment: Neither the Department nor the Supplier shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Supplier may assign its rights to payment without the Department's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

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

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

Article 19. Non-Discrimination: Supplier 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.

Article 20. Compliance with Laws: In performing the Services under this Agreement, Supplier 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.

Article 21. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Department of Public Works:

Cory Snider – Fleet Manager
Department of Public Works
City of Bloomington
P. O. Box 100
Bloomington, IN 47402-0100

Supplier:

_____ (Name)
_____ (Company)
_____ (Address)
_____ (City, State, Zip)

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

Article 22. Intent to be Bound: The Department and the Supplier 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 23. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Supplier. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 24. Verification of Employees' Immigration Status: Supplier 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). Supplier shall sign an affidavit, attached as Exhibit B, affirming that Supplier 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. Supplier 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 Supplier or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Supplier or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Supplier 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 Supplier 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 Supplier or its subcontractor did not knowingly employ an unauthorized alien.

If the Supplier 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 Supplier. If the City terminates the Agreement, the Supplier or its subcontractor is liable to the City for actual damages.

Supplier shall require any subcontractors performing work under this Agreement to certify to the Supplier 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. Supplier shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

Article 25. No Collusion: Supplier is required to certify that it has not, now has any other member, representative, or agent of Supplier, 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 C, affirming that Supplier has not engaged in any collusive conduct. Attachment C 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.

City of Bloomington

Supplier

By: _____
Kyla Cox Deckard, President
Board of Public Works

Name of Supplier: _____

By: _____
Signature and Title

By: _____
John Hamilton, Mayor

**EXHIBIT A
REQUEST FOR QUOTE (NOT AN ORDER)**

Please complete this sheet by presenting a quote for each fuel type you are capable of providing and

Date: _____

Time: _____

Requesting:		
<u>Fuel Type</u>	<u>Gallons</u>	<u>Location</u>
Unleaded		<input type="checkbox"/> Adams <input type="checkbox"/> Henderson
Diesel		<input type="checkbox"/> Adams <input type="checkbox"/> Henderson

(Adams: 545 South Adams Street Henderson: 1969 South Henderson Street)

Company: _____

Contact Name: _____

Contact Number: _____

Unleaded	Price Per Gallon
89 Midgrade	
No Ethanol	\$
E10	\$
87 Low Grade	
No Ethanol	\$
E10	\$
E85	\$

Diesel	Price Per Gallon
<i>With Premium 50 Cetane Minimum & 100 % Soy Methyl Ester for Biodiesels</i>	
B20	\$
B10	\$
B5	\$
B2	\$
Premium Diesel	\$
#2 Diesel <i>(44 Cetane Minimum)</i>	\$

REQUESTED BY: _____

PLEASE RETURN BY: _____

Delivery must be made between 7:00 am - noon on _____ . If delivery needs to be made same day, please call for further instructions.

Comments _____

Fleet Maintenance is to be contacted as to the time of delivery and Fleet Maintenance personnel must be on site during delivery.

Exhibit B

STATE OF _____)
) SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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:
 - 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 _____)
) 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__.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

**AGREEMENT FOR
PURCHASE AND DELIVERY OF FUEL**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Public Works (hereinafter referred to as the "Department") and Premier Energy (hereinafter referred to as "Supplier"),

WITNESSETH:

WHEREAS, the Department wishes to potentially purchase fuel, diesel and/or unleaded, from the Supplier;

WHEREAS, it is in the public interest that such fuel be purchased; and,

WHEREAS, the Supplier is willing and able to provide fuel to the Department;

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

Article 1. Purchase of Fuel:

- (a) Each time the City needs to purchase fuel, whether it be diesel or unleaded, the Supplier, along with all other suppliers under contract with the City, will be contacted via email and provided the Request for Quote (Not an Order) Form, attached hereto and incorporated herein by reference as Exhibit A. All suppliers will have an opportunity to quote their current best price by email to the City for each of the following fuels within two (2) hours of receiving the email:
- 89 Midgrade Unleaded (No Ethanol)
 - 89 Midgrade Unleaded (E10)
 - 87 Low Grade (No Ethanol)
 - 87 Low Grade (E10)
 - E85
 - Diesel, with Premium 50 Cetane Minimum & 100% Soy Methyl Ester for Biodiesels
 - B20
 - B10
 - B5
 - B2
 - Premium Diesel
 - #2 Diesel, 44 Cetane Minimum Required
- (b) If the Supplier cannot provide a price for each of the above-noted fuel types, the Supplier shall still provide a price for any of the fuel-types it does have available. The City will award the purchase to the lowest timely quote for whichever fuel type it needs when the quote is requested.
- (c) The Supplier shall return the above-described form, whether the Supplier is bidding or not. If the Supplier does not return the email three (3) times in a row, the City shall no longer continue to send the form via email to the Supplier, and the City may deem this Agreement terminated and void with that Supplier.
- (d) The Request for Quote (Not an Order) Form, created by the City, shall be completed and submitted by the Supplier with each bid.
- (e) The Supplier shall not include state or federal taxes with its bid.

Article 2. Standard of Care: Supplier shall be responsible for delivery of any fuel purchased in a sufficient manner to meet high professional standards. The Department shall be the sole judge of the adequacy of Supplier's work in meeting such standards. However, the Department shall not unreasonably withhold its approval as to the adequacy of such performance. If the Supplier's performance does not meet the approval of the Department, then the Department may avail itself of its termination rights in Article 9.

Article 3. Responsibilities of the Department: The Department shall provide all necessary information regarding requirements for the fuel to be purchased. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Supplier shall be entitled to rely upon the accuracy and completeness of such information. The Department shall designate who is authorized to act on its behalf with respect to this Agreement.

Article 4. Term of Agreement: The term of this Agreement shall commence on January 1, 2024, and shall continue through December 31, 2024, (the "Operating Term"). This Agreement may be renewed annually, up to three times, for additional one-year terms, provided Supplier does not give written notice to the City, at least sixty (60) days prior to the expiration of the Agreement Term, that it does not wish to renew the Agreement.

Article 5. Delivery of Fuel:

- (a) All deliveries shall be made and billed on net gallons at the time of delivery to the City.
- (b) The Supplier shall provide a computer-generated Bill of Lading describing terminal, net gallons, and proper product delivery, and must be turned into City personnel prior to leaving City premises. The City will only pay for the net gallons of fuel received in the tanks.
- (c) The Supplier shall guarantee to make delivery of the purchased fuel by noon the following day of the City placing its order.
- (d) Supplier shall contact Department via phone when fuel delivery is on site.
- (e) The Supplier shall be liable for any loss of product or damage incurred during the filling process.
- (f) Delivered fuel shall be free of objectionable foreign material, suspended matter or similar substances likely to damage the fuel pump.

Article 6. Compensation: Upon the submittal of approved claims, via the use of a Bill of Lading, the Department shall compensate the Supplier accordingly. Payments shall be considered past due if not paid within forty-five (45) calendar days of the due date.

Article 7. Compensation for Failure to Deliver Fuel: The Supplier agrees that should it fail to deliver the fuel the City purchased from it, at the price quoted by the Supplier, and the City has to purchase fuel at a higher price from a different vendor, the Supplier shall reimburse the City for the additional expense the City incurred in purchasing fuel from a different vendor.

Article 8. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty as set forth in Article 9 herein.

Article 9. Termination: The Agreement may be terminated for any reason by either party upon seven (7) days written notice to the other party.

Article 10. Default: If the Supplier breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

- (a) Failure to provide the purchased fuel by noon the following day of its purchase.
- (b) Failure to provide the type of fuel purchased.
- (c) Failure to provide fuel free of objectionable foreign material, suspended matter or similar substances likely to damage a fuel pump.
- (d) Failure to contact Department via phone when fuel is on site.
- (e) If, for any other reason, the Supplier breaches the Contract or fails to carry on the work in an acceptable manner.

Article 11. Indemnification: The Supplier agrees to indemnify and hold harmless the 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 the Supplier 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 the 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.

Article 12. Insurance: The Supplier shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from the Supplier's operations under this Agreement, whether such operations be by the Supplier or by anyone directly or indirectly employed by the Supplier, or by anyone for whose acts any of them may be liable:

- (a) Workers compensation, Statutory Requirements
- (b) Employer's Liability Bodily Injury by Accident, \$100,000 each accident
- (c) Employer's Liability Bodily Injury by Disease, \$500,000 policy limit
- (d) Employer's Liability Bodily Injury by Disease, \$100,000 each employee
- (e) Commercial General Liability, \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- (f) Comprehensive Auto Liability, \$1,000,000 each accident

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

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

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

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

Article 16. Assignment: Neither the Department nor the Supplier shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Supplier may assign its rights to payment without the Department's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

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

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

Article 19. Non-Discrimination: Supplier 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.

Article 20. Compliance with Laws: In performing the Services under this Agreement, Supplier 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.

Article 21. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Department of Public Works:

Cory Snider – Fleet Manager
Department of Public Works
City of Bloomington
P. O. Box 100
Bloomington, IN 47402-0100

Supplier:

_____ (Name)
_____ (Company)
_____ (Address)
_____ (City, State, Zip)

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

Article 22. Intent to be Bound: The Department and the Supplier 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 23. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Supplier. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 24. Verification of Employees' Immigration Status: Supplier 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). Supplier shall sign an affidavit, attached as Exhibit B, affirming that Supplier 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. Supplier 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 Supplier or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Supplier or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Supplier 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 Supplier 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 Supplier or its subcontractor did not knowingly employ an unauthorized alien.

If the Supplier 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 Supplier. If the City terminates the Agreement, the Supplier or its subcontractor is liable to the City for actual damages.

Supplier shall require any subcontractors performing work under this Agreement to certify to the Supplier 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. Supplier shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

Article 25. No Collusion: Supplier is required to certify that it has not, now has any other member, representative, or agent of Supplier, 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 C, affirming that Supplier has not engaged in any collusive conduct. Attachment C 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.

City of Bloomington

Supplier

By: _____
Kyla Cox Deckard, President
Board of Public Works

Name of Supplier: _____

By: _____
Signature and Title

By: _____
John Hamilton, Mayor

**EXHIBIT A
REQUEST FOR QUOTE (NOT AN ORDER)**

Please complete this sheet by presenting a quote for each fuel type you are capable of providing and

Date: _____

Time: _____

Requesting:		
Fuel Type	Gallons	Location
Unleaded		<input type="checkbox"/> Adams <input type="checkbox"/> Henderson
Diesel		<input type="checkbox"/> Adams <input type="checkbox"/> Henderson

(Adams: 545 South Adams Street Henderson: 1969 South Henderson Street)

Company: _____

Contact Name: _____

Contact Number: _____

Unleaded	Price Per Gallon
89 Midgrade	
No Ethanol	\$
E10	\$
87 Low Grade	
No Ethanol	\$
E10	\$
E85	\$

Diesel	Price Per Gallon
<i>With Premium 50 Cetane Minimum & 100 % Soy Methyl Ester for Biodiesels</i>	
B20	\$
B10	\$
B5	\$
B2	\$
Premium Diesel	\$
#2 Diesel <i>(44 Cetane Minimum)</i>	\$

REQUESTED BY: _____

PLEASE RETURN BY: _____

Delivery must be made between 7:00 am - noon on _____ . If delivery needs to be made same day, please call for further instructions.

Comments _____

Fleet Maintenance is to be contacted as to the time of delivery and Fleet Maintenance personnel must be on site during delivery.

Exhibit B

STATE OF _____)
) SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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:
 - 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 _____)
) 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__.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

**AGREEMENT FOR
PURCHASE AND DELIVERY OF FUEL**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Public Works (hereinafter referred to as the "Department") and Sunoco, LLC (hereinafter referred to as "Supplier"),

WITNESSETH:

WHEREAS, the Department wishes to potentially purchase fuel, diesel and/or unleaded, from the Supplier;

WHEREAS, it is in the public interest that such fuel be purchased; and,

WHEREAS, the Supplier is willing and able to provide fuel to the Department;

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

Article 1. Purchase of Fuel:

- (a) Each time the City needs to purchase fuel, whether it be diesel or unleaded, the Supplier, along with all other suppliers under contract with the City, will be contacted via email and provided the Request for Quote (Not an Order) Form, attached hereto and incorporated herein by reference as Exhibit A. All suppliers will have an opportunity to quote their current best price by email to the City for each of the following fuels within two (2) hours of receiving the email:
- 89 Midgrade Unleaded (No Ethanol)
 - 89 Midgrade Unleaded (E10)
 - 87 Low Grade (No Ethanol)
 - 87 Low Grade (E10)
 - E85
 - Diesel, with Premium 50 Cetane Minimum & 100% Soy Methyl Ester for Biodiesels
 - B20
 - B10
 - B5
 - B2
 - Premium Diesel
 - #2 Diesel, 44 Cetane Minimum Required
- (b) If the Supplier cannot provide a price for each of the above-noted fuel types, the Supplier shall still provide a price for any of the fuel-types it does have available. The City will award the purchase to the lowest timely quote for whichever fuel type it needs when the quote is requested.
- (c) The Supplier shall return the above-described form, whether the Supplier is bidding or not. If the Supplier does not return the email three (3) times in a row, the City shall no longer continue to send the form via email to the Supplier, and the City may deem this Agreement terminated and void with that Supplier.
- (d) The Request for Quote (Not an Order) Form, created by the City, shall be completed and submitted by the Supplier with each bid.
- (e) The Supplier shall not include state or federal taxes with its bid.

Article 2. Standard of Care: Supplier shall be responsible for delivery of any fuel purchased in a sufficient manner to meet high professional standards. The Department shall be the sole judge of the adequacy of Supplier's work in meeting such standards. However, the Department shall not unreasonably withhold its approval as to the adequacy of such performance. If the Supplier's performance does not meet the approval of the Department, then the Department may avail itself of its termination rights in Article 9.

Article 3. Responsibilities of the Department: The Department shall provide all necessary information regarding requirements for the fuel to be purchased. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Supplier shall be entitled to rely upon the accuracy and completeness of such information. The Department shall designate who is authorized to act on its behalf with respect to this Agreement.

Article 4. Term of Agreement: The term of this Agreement shall commence on January 1, 2024, and shall continue through December 31, 2024, (the "Operating Term"). This Agreement may be renewed annually, up to three times, for additional one-year terms, provided Supplier does not give written notice to the City, at least sixty (60) days prior to the expiration of the Agreement Term, that it does not wish to renew the Agreement.

Article 5. Delivery of Fuel:

- (a) All deliveries shall be made and billed on net gallons at the time of delivery to the City.
- (b) The Supplier shall provide a computer-generated Bill of Lading describing terminal, net gallons, and proper product delivery, and must be turned into City personnel prior to leaving City premises. The City will only pay for the net gallons of fuel received in the tanks.
- (c) The Supplier shall guarantee to make delivery of the purchased fuel by noon the following day of the City placing its order.
- (d) Supplier shall contact Department via phone when fuel delivery is on site.
- (e) The Supplier shall be liable for any loss of product or damage incurred during the filling process.
- (f) Delivered fuel shall be free of objectionable foreign material, suspended matter or similar substances likely to damage the fuel pump.

Article 6. Compensation: Upon the submittal of approved claims, via the use of a Bill of Lading, the Department shall compensate the Supplier accordingly. Payments shall be considered past due if not paid within forty-five (45) calendar days of the due date.

Article 7. Compensation for Failure to Deliver Fuel: The Supplier agrees that should it fail to deliver the fuel the City purchased from it, at the price quoted by the Supplier, and the City has to purchase fuel at a higher price from a different vendor, the Supplier shall reimburse the City for the additional expense the City incurred in purchasing fuel from a different vendor.

Article 8. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty as set forth in Article 9 herein.

Article 9. Termination: The Agreement may be terminated for any reason by either party upon seven (7) days written notice to the other party.

Article 10. Default: If the Supplier breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

- (a) Failure to provide the purchased fuel by noon the following day of its purchase.
- (b) Failure to provide the type of fuel purchased.
- (c) Failure to provide fuel free of objectionable foreign material, suspended matter or similar substances likely to damage a fuel pump.
- (d) Failure to contact Department via phone when fuel is on site.
- (e) If, for any other reason, the Supplier breaches the Contract or fails to carry on the work in an acceptable manner.

Article 11. Indemnification: The Supplier agrees to indemnify and hold harmless the 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 the Supplier 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 the 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.

Article 12. Insurance: The Supplier shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from the Supplier's operations under this Agreement, whether such operations be by the Supplier or by anyone directly or indirectly employed by the Supplier, or by anyone for whose acts any of them may be liable:

- (a) Workers compensation, Statutory Requirements
- (b) Employer's Liability Bodily Injury by Accident, \$100,000 each accident
- (c) Employer's Liability Bodily Injury by Disease, \$500,000 policy limit
- (d) Employer's Liability Bodily Injury by Disease, \$100,000 each employee
- (e) Commercial General Liability, \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- (f) Comprehensive Auto Liability, \$1,000,000 each accident

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

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

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

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

Article 16. Assignment: Neither the Department nor the Supplier shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Supplier may assign its rights to payment without the Department's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

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

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

Article 19. Non-Discrimination: Supplier 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.

Article 20. Compliance with Laws: In performing the Services under this Agreement, Supplier 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.

Article 21. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Department of Public Works:

Cory Snider – Fleet Manager
Department of Public Works
City of Bloomington
P. O. Box 100
Bloomington, IN 47402-0100

Supplier:

_____ (Name)
_____ (Company)
_____ (Address)
_____ (City, State, Zip)

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

Article 22. Intent to be Bound: The Department and the Supplier 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 23. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Supplier. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 24. Verification of Employees' Immigration Status: Supplier 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). Supplier shall sign an affidavit, attached as Exhibit B, affirming that Supplier 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. Supplier 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 Supplier or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Supplier or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Supplier 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 Supplier 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 Supplier or its subcontractor did not knowingly employ an unauthorized alien.

If the Supplier 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 Supplier. If the City terminates the Agreement, the Supplier or its subcontractor is liable to the City for actual damages.

Supplier shall require any subcontractors performing work under this Agreement to certify to the Supplier 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. Supplier shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

Article 25. No Collusion: Supplier is required to certify that it has not, now has any other member, representative, or agent of Supplier, 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 C, affirming that Supplier has not engaged in any collusive conduct. Attachment C 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.

City of Bloomington

Supplier

By: _____
Kyla Cox Deckard, President
Board of Public Works

Name of Supplier: _____

By: _____
Signature and Title

By: _____
John Hamilton, Mayor

**EXHIBIT A
REQUEST FOR QUOTE (NOT AN ORDER)**

Please complete this sheet by presenting a quote for each fuel type you are capable of providing and

Date: _____

Time: _____

Requesting:		
<u>Fuel Type</u>	<u>Gallons</u>	<u>Location</u>
Unleaded		<input type="checkbox"/> Adams <input type="checkbox"/> Henderson
Diesel		<input type="checkbox"/> Adams <input type="checkbox"/> Henderson

(Adams: 545 South Adams Street Henderson: 1969 South Henderson Street)

Company: _____

Contact Name: _____

Contact Number: _____

Unleaded	Price Per Gallon
89 Midgrade	
No Ethanol	\$
E10	\$
87 Low Grade	
No Ethanol	\$
E10	\$
E85	\$

Diesel	Price Per Gallon
<i>With Premium 50 Cetane Minimum & 100 % Soy Methyl Ester for Biodiesels</i>	
B20	\$
B10	\$
B5	\$
B2	\$
Premium Diesel	\$
#2 Diesel <i>(44 Cetane Minimum)</i>	\$

REQUESTED BY: _____

PLEASE RETURN BY: _____

Delivery must be made between 7:00 am - noon on _____ . If delivery needs to be made same day, please call for further instructions.

Comments _____

Fleet Maintenance is to be contacted as to the time of delivery and Fleet Maintenance personnel must be on site during delivery.

Exhibit B

STATE OF _____)
) SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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:
 - 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 _____)
) 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__.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____



**DEPARTMENT OF
PUBLIC WORKS •
SANITATION DIVISION**

**Bid Award for Solid
Waste Disposal and
Recycling Processing**

Memorandum

TO: Board of Public Works
FROM: Adam Wason, Director of Public Works
Michael Large, Special Projects and Operations Manager
Lazarus Sears, Sanitation Director
Date: December 15, 2023
Re: Bid Award and Contract for Solid Waste Disposal and
Recycling Processing

At the November 21, 2023 meeting of the Board of Public Works, Invitations to Bid were opened for solid waste disposal and recycling processing.

The following bids were received:

Republic Services DBA Hoosier Disposal -

- Solid Waste Disposal: \$43 per ton
- Single Stream Recycling Processing: \$10 per ton

Rumpke -

- Solid Waste Disposal: \$43 per ton
- Single Stream Recycling Processing: \$68 per ton

After reviewing all submitted information including sustainability practices including methane capture practices, as well as locations of disposal and processing, staff recommends accepting the bid from Republic Services DBA Hoosier Disposal as the lowest responsive bid.

City of Bloomington Contract and Purchase Justification Form

Vendor: Republic Services of Indiana, LP

Contract Amount: \$410,000.00

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

PURCHASE INFORMATION

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

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

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

	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
# of Submittals: 2				<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

The following bids were received:

Republic Services OBA Hoosier Disposal -

- Solid Waste Disposal: \$43 per ton
- Single Stream Recycling Processing: \$10 per ton

Rumpke -

- Solid Waste Disposal: \$43 per ton
- Single Stream Recycling Processing: \$68 per ton

After reviewing all submitted information including sustainability practices including methane capture practices, as well as locations of disposal and processing, staff recommends accepting the bid from Republic Services

Adam Wason

Public Works
Director

Public Works

Print/Type Name

Print/Type Title

Department



CITY OF BLOOMINGTON BID FORM
ITB #2023-01 DISPOSAL SERVICES

SEND OR DELIVER BID TO:
 City of Bloomington Board of Public Works
 Attn: April Rosenberger
 401 N. Morton St., Ste. 120
 Bloomington, IN 47404

Pricing shall include all costs, including material and delivery costs.

Item No.	Description	Cost per Ton
1.	Disposal cost for Municipal Solid Waste collected by the City	\$ 43.00
2.	Disposal cost of Single-Stream Recycling Materials collected by the City	\$ 10.00

LOCATION INFORMATION REQUESTED	
1. Transfer or drop-off site for Solid Waste	Hoosier Transfer Station 6660 S State Road 37 Bloomington, IN 47403
2. Landfill for final disposal of Solid Waste	Sycamore Ridge Landfill 5621 E Cottom Dr Pimento, IN 47866
1. Transfer or drop-off site for single-stream recycling	Hoosier Transfer Station 6660 S State Road 37 Bloomington, IN 47403
2. Processing site for single-stream recycling	96th Street Material Recovery Facility 4935 Robison Rd Indianapolis, IN 46268

**** Include a separate sheet detailing your recycling rebates, green waste, and compost facilities.**

BIDDER INFORMATION

(Please print legibly)

Company: Republic Services of Indiana, LP d/b/a Hoosier Transfer Station

Name and Title: Ben Pearson, General Manager

Address: 6660 S State Road 37, Bloomington, IN 47403

Telephone: 812.298.2131 Fax: 812.298.2198

E-Mail: bpearson@republicservices.com

Signature: *Ben Pearson*

(Must be signed by an authorized company representative.)

**CITY OF BLOOMINGTON BID FORM
ITB #2023-01 DISPOSAL SERVICES**

Compost Facility

Effective March 1, 2024, facility will be able to accept materials from the City of Bloomington and Monroe County areas

"AFFIDAVIT"

STATE OF IN)
) SS:
COUNTY OF Monroe)

E-VERIFY AFFIDAVIT

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

- 1. The undersigned is the General Manager of Hoosier Transfer Station.
(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 Bidder 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.

Ben Pearson

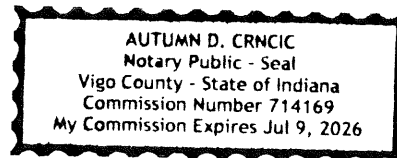
Signature
Ben Pearson, General Manager
Printed Name

STATE OF IN)
) SS:
COUNTY OF Vigo)

Before me, a Notary Public in and for said County and State, personally appeared Ben Pearson,
General Manager of Hoosier Transfer Station and acknowledged the execution of the foregoing
this 17th day of November, 2023.

Autumn Cincic
Notary Public's Signature

Autumn Cincic
Printed Name of Notary Public



My Commission Expires: 7/9/26 County of Residence: Vigo

**PROJECT NAME: Disposal of Municipal Solid Waste and Single-Stream Recycling
Collected by the City**

**AGREEMENT FOR DISPOSAL SERVICES OF MUNICIPAL SOLID WASTE AND
SINGLE-STREAM RECYCLING**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Public Works Department through the Board of Public Works (hereinafter referred to as "Department"), and Republic Services of Indiana LP, dba Hoosier Transfer Station (hereinafter referred to as "Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to retain Contractor's services for disposal of the municipal solid waste and recycling collected by the City's Sanitation Division of the Public Works Department; and

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

WHEREAS, Contractor is willing and able to provide such Services to the Department;

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

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

Contractor shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Contractor shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with the Public Works Sanitation Division Director or her or his designee(s).

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

Article 2. Standard of Care: Contractor shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Contractor’s profession in the location and at the time of the rendering of the services. Contractor shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted solid waste and recycling disposal standards that a Contractor would exercise under the same or similar circumstance.

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

A. Representative

The Department hereby designates Adam Wason, Director of the Public Works Department or his or her designee(s), (“Wason”), to serve as the Department’s representative for the project. Wason shall have the authority to transmit instructions, receive information, interpret and define the Department’s requirements and make decisions with respect to the Services.

B. Decisions

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

Article 4. Term of Agreement:

Initial Term: This Agreement shall begin on January 1, 2024, and terminate on December 31, 2026, provided neither party gives written notice to the other of its intent to terminate this Agreement as set forth in this Agreement.

Renewal Term: Following the Initial Term, the Department has the option, in its sole and absolute discretion, to renew this Agreement for an additional three (2) years, provided that neither party gives written notice to the other of its intent not to renew this Agreement at least sixty (60) days prior to the expiration the Initial Term. The Renewal Term, if entered, would begin on January 1, 2027, and end on December 31, 2029. The Department or its designee(s) will notify Contractor of its intention to exercise the option to renew this Agreement at least ninety (90) days prior to the end of the Initial Term.

Article 5. Compensation: Upon submittal of approved claims, the Department shall compensate Contractor as set forth in Exhibit B – Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid under this Agreement for the first year of the Initial Term, including fees and expenses, shall not exceed the amount of Four hundred and ten thousand dollars (\$410,000.00). The compensation sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made for the services completed only.

The total compensation paid under this Agreement for the second and third years of the Initial Term, including fees and expenses, shall be determined respectively based upon the Consumer Price Index (CPI) for the previous year. At no time shall compensation for either year increase by more than Three Percent (3%) CPI.

In accordance with Indiana Code § 5-22-17-4, an agreement that contains a provision for escalation of the price of the agreement may be renewed if the price escalation is computed using a commonly accepted index named in the agreement. Total compensation paid under this Agreement for the Renewal Term, if entered, shall be provided in an Addendum to this Agreement.

The Department and Contractor acknowledge and agree that a quarterly evaluation of recycling pricing based upon the Midwest market shall be conducted throughout the term of this Agreement. The Department and Contractor further agree that the compensation paid to Contractor for processing single-stream recycling shall be decreased in the following quarter by an amount equivalent to the decrease demonstrated by the quarterly evaluations. In no instance shall the amount of compensation paid to Contractor for processing single-stream recycling increase as a result of said evaluations.

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 Department or the Department's designated representative(s) prior to such work being performed. The Department 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.

A. 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 Department may reasonably require.

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

B. Billing Records:

Contractor 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 6. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty as set forth in Article 8 herein.

Article 7. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to the Contractor. The Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department, and the Department shall pay the Contractor for all the Services performed and materials or supplies purchased and/or stocked up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Contractor's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all materials or supplies purchased and/or stocked by Contractor in connection with this Agreement shall become the property of the Department.

Article 8. Identity of Contractor: Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the duties described in this Agreement is the

qualification and experience of the principal personnel whom Contractor has represented will be responsible therefor. Contractor thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Contractor. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional subcontractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Independent Contractor Status: During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the Department.

Article 10. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Contractor or Contractor's officers, directors, partners, employees, or subcontractors in the performance of services under this Agreement.

Article 11. Insurance: During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:

- a. 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. 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 Department, 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.

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

Article 12. Conflict of Interest: Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 13. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 14. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 15. Assignment: Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Contractor may assign its rights to payment without the Department's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 16. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and the Contractor.

Article 17. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 18. Non-Discrimination: Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Article 19. Compliance with Laws: In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Contractor shall advise Department of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action. Contractor shall comply with the City's Living Wage Ordinance throughout the term of this Agreement.

Article 20. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Department:

City of Bloomington
Public Works Department
Attn: Adam Wason, Director
410 N. Morton Street, Suite 120
Bloomington, Indiana 47404

Contractor:

Republic Services of Indiana, LP dba
Hoosier Transfer Station
Attn: Ben Pearson
6660 S. Old State Road 37
Bloomington, IN 47403

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

Article 21. Intent to be Bound: The Department and the Contractor each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 22. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 23. Verification of New Employees' Employment Status: Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Contractor shall sign an affidavit, attached as Exhibit B, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the Department obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Department shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that

the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) day period, the Department shall terminate the Agreement, unless the Board determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Department may allow the Agreement to remain in effect until the Department procures a new Contractor. If the Department terminates the Agreement, the Contractor or its subcontractor is liable to the Department for actual damages.

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

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

Article 24. No Collusion: Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit C, affirming that Contractor has not engaged in any collusive conduct.

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

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

Article 25. Living Wage Ordinance: Contractor is considered a "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and is required to pay their covered employees at least a living wage. Currently, the living wage is \$15.75 per hour for covered employees, and up to 15% of that amount, or \$2.36, may be in the form the covered employer's contribution to health insurance available to the covered employee.

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

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

Owner

Contractor

City of Bloomington
Department of Public Works

Republic Services of Indiana, LP
dba Hoosier Transfer Station

By: _____
Kyla Cox Deckard, President

Ben Pearson, General Manager

By: _____
Elizabeth Karon, Vice President

By: _____
Jane Kupersmith, Secretary

By: _____
Adam Wason, Director
Public Works Department

By: _____
John Hamilton, Mayor

EXHIBIT A
SCOPE OF SERVICES

Contractor shall perform all services as provided below:

MUNICIPAL SOLID WASTE:

1. Dispose of Municipal Solid Waste for the First Year of the Initial Term of this Agreement at the rate of \$43.00 per ton;
2. Dispose of Municipal Solid Waste for the Second Year and the Third Year of the Initial Term of this Agreement at a rate not to exceed Three Percent (3%) CPI, respectively;
3. Provide the Department with monthly tonnage reports regarding the Municipal Solid Waste disposed of at Hoosier Disposal Transfer Station.

SINGLE-STREAM RECYCLING:

4. Dispose of Single-Stream Recycling Materials collected by the City at a Processing Fee of \$10.00 per ton for all three (3) years of the Initial Term of this Agreement, unless this Processing Fee is reduced one (1) or more times as a result of a ninety (90) day evaluation of recycling pricing based on the Midwest market, as provided in this Agreement;
5. Provide the Department with Monthly tonnage reports for single-stream recycling tons processed at the 96th Street Transfer Station;

SCHEDULE OF COMPENSATION

The total compensation for the first year of the Initial Term of this Agreement, from January 1, 2024, to December 31, 2024, including any and all fees and expenses, shall not exceed the amount of Four Hundred Ten Thousand Dollars (\$410,000.00).

Compensation paid for the second year of the Initial Term of this Agreement, from January 1, 2025, through December 31, 2025, shall not exceed a three percent (3%) CPI increase over the total compensation paid for the first year of the Initial Term of this Agreement.

Compensation paid for the third and final year of the Initial Term of this Agreement, from January 1, 2026 through December 31, 2026, shall not exceed a three percent (3%) CPI increase over the total compensation paid for the second year of the Initial Term of this Agreement.

This Agreement may be renewed for calendar years 2027 through 2029. Total compensation paid during the Renewal Term, if entered, will be provided for by an Addendum to this Agreement.

EXHIBIT B
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

1. The undersigned is the _____ of _____.
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.

Printed Name, Title

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 _____, 2018.

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

**EXHIBIT C
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2018.

(Name of Organization)

By: _____
Printed Name, Title

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2018

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____



Board of Public Works Staff Report

Project/Event: 4th St. and Trades District Garage HVAC Servicing

Petitioner/Representative: Public Works , Jess Goodman

Staff Representative: Jess Goodman

Date: 11/15/23

Report:

We received bids for HVAC servicing for 4th St. and Trades District Garages. The following bids were received:

	Trades Quote	4th Quote	Total
Sierra Heating	\$ 5,700.00	\$ 4,960.00	\$ 10,660.00
HFI			
Keller heating and cooling			

We recommend using Sierra Heating and Cooling

Total cost of service agreement = \$10,660.00

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Sierra Heating and Cooling

Contract Amount: \$10,660.00

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

PURCHASE INFORMATION

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

Request for Quote (RFQ)

Request for Proposal (RFP)

Sole Source

Not Applicable (NA)

Invitation to Bid (ITB)

Request for Qualifications (RFQu)

Emergency Purchase

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

Yes No

of Submittals:

Yes No

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

Met city requirements?

Met item or need requirements?

Was an evaluation team used?

Was scoring grid used?

Were vendor presentations requested?

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

This vendor was selected to receive the awarded contract because they were the lowest bid. They were also the only vendor that turned in their quote after a scheduled walk through.

Adam Wason

Director

Public Works

Print/Type Name

Print/Type Title

Department

Adam Wason

Print/Type Name

Director

Print/Type Title

Public Works

Department

1/2021

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS, PARKING GARAGES AND
SIERRA MECHANICAL SERVICES.**

This Agreement, entered into on this 19th day of December, 2023, by and between the City of Bloomington Public Works, Parking Garages (the “Department”), and Sierra Mechanical Services (“Contractor”).

Article 1. Scope of Services Contractor shall provide quarterly and semi-annual services for all HVAC equipment at the 4th Street and Trades District garages. . Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Jess Goodman, Parking Garage Manager, as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Ten Thousand Six Hundred Sixty Dollars (\$10,660), Four Thousand Nine Hundred Sixty Dollars (\$4,960.00) for the 4th Street Garage and Five Thousand Seven Hundred Dollars for the Trades District Garage. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The rate for additional services outside of the maintenance and inspections listed will be \$100/hour during normal business hours and \$125/hour outside of business hours. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services depending on Department needs.

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) 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) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile,

and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to

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

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

Department: City of Bloomington, **Attn: Jess Goodman, 206 S. Walnut, Bloomington, IN 47404.**

Contractor: Sierra Mechanical Services, Attn: Landon Mason, 11926 E. Carmichael Road, Bloomfield, IN 47424. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

Article 25. Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.

Article 26: Living Wage Ordinance Contractor is considered "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and therefore is required to pay its covered employees at least a living wage. Currently, the living wage is \$15.75 per hour for covered employees, and up to 15% of that amount, or \$2.36, may be in the form of the covered employer's contribution to health insurance available to the covered employee.

Contractor 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.

CITY OF BLOOMINGTON

SIERRA MECHANICAL SERVICES

John Hamilton, Mayor

Landon Mason, Account Manager

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

CITY OF BLOOMINGTON PARKING GARAGES

Jess Goodman, Parking Garages Manager

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

EXHIBIT A

E-VERIFY AFFIDAVIT

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 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____.

Notary Public's Signature

My Commission Expires: _____

Commission Number: _____

Printed Name of Notary Public

County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

SIERRA MECHANICAL SERVICES

By: _____
Signature

Printed Name

STATE OF _____)
) 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____.

Notary Public's Signature

My Commission Expires: _____

Commission Number: _____

Printed Name of Notary Public

County of Residence: _____

4th and Trades HVAC Bid List

Company	Email	Phone	Date of Walk thru
Sierra Heating	lmason@sierramechservices.com	812.606.9585	11/15/2023
HFI	awagoner@harrel-fish.com	812.339.2579	11/28/2023
Keller heating & Cooling	tkeller@kellerheating.com	812.332.1161	

	Trades Quote	4th Quote	Total
Sierra Heating	\$ 5,700.00	\$ 4,960.00	\$ 10,660.00
HFI			
Keller heating and cooling			

Notes

Did a walk thru with Aaron
Wagner HFI, he never sent a quote

Called and emailed Keller on
11/15/23



Board of Public Works Claim Register

Invoice Date Range 12/09/23 - 12/22/23

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 52210 - Institutional Supplies				
4586 - Hill's Pet Nutrition Sales, INC	01-Prescription Veterinary Food		12/22/2023	80.63
4586 - Hill's Pet Nutrition Sales, INC	01-Prescription Veterinary Food		12/22/2023	84.98
4586 - Hill's Pet Nutrition Sales, INC	01-Dog, puppy, kitten & cat food		12/22/2023	315.32
4586 - Hill's Pet Nutrition Sales, INC	01-Refund on Fel Adt Ckn 20lb-Inv #247193457		12/22/2023	(8.20)
Account 52210 - Institutional Supplies Totals			Invoice 4 Transactions	\$472.73
Account 52340 - Other Repairs and Maintenance				
1537 - Indiana Door & Hardware Specialties, INC	01-(5) Keys		12/22/2023	45.00
Account 52340 - Other Repairs and Maintenance Totals			Invoice 1 Transactions	\$45.00
Account 53130 - Medical				
3929 - IDEXX Laboratories, INC	01-Veterinary Diagnostics- blood panel		12/22/2023	83.16
175 - Monroe County Humane Association, INC	01-Spay/Neuter Surgeries		12/22/2023	771.00
Account 53130 - Medical Totals			Invoice 2 Transactions	\$854.16
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/23-Inv. 287289748780X11192023		12/13/2023	250.24
13969 - AT&T Mobility II, LLC	06- cell phone chgs 10/12/23-11/11/23-Inv. 287297421132X11192023			41.00
Account 53210 - Telephone Totals			Invoice 2 Transactions	\$291.24



Board of Public Works Claim Register

Invoice Date Range 12/09/23 - 12/22/23

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	01-ACC-water/sewer bill-November 2023			542.09
	Account 53530 - Water and Sewer Totals		Invoice 1	\$542.09
			Transactions	

Account 53610 - Building Repairs

321 - Harrell Fish, INC (HFI)	01-AC-Added refrigerant, replaced caps & reset unit	BC 2022-115	12/22/2023	867.16
321 - Harrell Fish, INC (HFI)	01- Worked on incinerator-replaced spark plug ignitor	BC 2022-115	12/22/2023	2,533.26
	Account 53610 - Building Repairs Totals		Invoice 2	\$3,400.42
			Transactions	

Account 53990 - Other Services and Charges

4045 - Datamars, INC	01-Microchip Registration (1)		12/22/2023	9.99
	Account 53990 - Other Services and Charges Totals		Invoice 1	\$9.99
			Transactions	
	Program 010000 - Main Totals		Invoice 13	\$5,615.63
			Transactions	

Program 010001 - Donations Over \$5K

Account 52210 - Institutional Supplies

4586 - Hill's Pet Nutrition Sales, INC	01-Dog, puppy, kitten & cat food		12/22/2023	392.26
	Account 52210 - Institutional Supplies Totals		Invoice 1	\$392.26
			Transactions	

Account 53130 - Medical

6529 - BloomingPaws, LLC	01-Office visit, surgery, x-rays		12/22/2023	282.96
6529 - BloomingPaws, LLC	01-Spay/Neuter surgeries-11/14/23		12/22/2023	674.00
175 - Monroe County Humane Association, INC	01-Rabies Vaccinations-11/21/23		12/22/2023	165.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-Office visits & diagnostics		12/22/2023	127.15
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries		12/22/2023	388.00



Board of Public Works Claim Register

Invoice Date Range 12/09/23 - 12/22/23

Account 53130 - Medical Totals		Invoice 5	\$1,637.11
		Transactions	
Program 010001 - Donations Over \$5K Totals		Invoice 6	\$2,029.37
		Transactions	
Department 01 - Animal Shelter Totals		Invoice 19	\$7,645.00
		Transactions	
Department 02 - Public Works			
Program 020000 - Main			
Account 46060 - Other Violations			
Rex Tayloe	26-Citation was paid twice, once via CRS	12/22/2023	60.00
Account 46060 - Other Violations Totals		Invoice 1	\$60.00
		Transactions	
Account 53170 - Mgt. Fee, Consultants, and Workshops			
7146 - Routeware, INC	02-Annual Fee-ReCollect Sanitation Software-12/1/23-11/30/24	BC 2023-072 12/22/2023	13,760.40
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 1	\$13,760.40
		Transactions	
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/23-Inv. 287289748780X11192023	12/13/2023	125.28
1079 - AT&T	02-Radio circuits-phone charges 9/29-10/28/23	12/13/2023	180.23
1079 - AT&T	02-Radio circuits-phone charges 8/29-9/28/23	12/13/2023	180.23
Account 53210 - Telephone Totals		Invoice 3	\$485.74
		Transactions	
Account 53230 - Travel			
2820 - Nickel, Nathan	02-Per Diem/fuel-Site Visit Bowling Green, KY-12/5-12/6/23	12/22/2023	112.72
9061 - Christina L Smith	02-Per Diem-Site Visit Bowling Green, KY-12/5-12/6/23	12/22/2023	77.00
2659 - Wason, Adam	02-Per Diem-Site Visit Bowling Green, KY-12/5-12/6/23	12/22/2023	51.00
Account 53230 - Travel Totals		Invoice 3	\$240.72
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 12/09/23 - 12/22/23

Account 53990 - Other Services and Charges

6222 - Apple, INC	02-Microsoft Office for Mac Computer(Adam Wason)	12/22/2023	249.95
7146 - Routeware, INC	02-Cellular Data Chgs-Sanitation Software Tablets-1/1-6/30/24	12/22/2023	3,630.60
Account 53990 - Other Services and Charges Totals		Invoice 2	<u>\$3,880.55</u>
		Transactions	
Program 020000 - Main Totals		Invoice 10	<u>\$18,427.41</u>
		Transactions	
Department 02 - Public Works Totals		Invoice 10	<u>\$18,427.41</u>
		Transactions	

Department 03 - City Clerk

Program 030000 - Main

Account 52110 - Office Supplies

6530 - Office Depot, INC	03- tissues	12/22/2023	7.49
6530 - Office Depot, INC	03-certificate folders	12/22/2023	56.97
Account 52110 - Office Supplies Totals		Invoice 2	<u>\$64.46</u>
		Transactions	

Account 52420 - Other Supplies

6222 - Apple, INC	03- 2 iPad Mini's, AC cord & folios	12/22/2023	1,434.00
Account 52420 - Other Supplies Totals		Invoice 1	<u>\$1,434.00</u>
		Transactions	

Account 53160 - Instruction

259 - Indiana Association Of Cities & Towns (AIM)	03-Bolden 2024 NEO Clerk Treas Workshop	12/22/2023	109.00
259 - Indiana Association Of Cities & Towns (AIM)	03-2024 NEO Boot Camp-Bolden	12/22/2023	309.00
259 - Indiana Association Of Cities & Towns (AIM)	03-McDowell 2024 NEO Boot Camp & Council Workshop	12/22/2023	418.00
259 - Indiana Association Of Cities & Towns (AIM)	03-Crossley 2024 NEO Boot Camp	12/22/2023	309.00
Account 53160 - Instruction Totals		Invoice 4	<u>\$1,145.00</u>
		Transactions	



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Invoice Date Range 12/09/23 - 12/22/23

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC

06- cell phone chgs 10/12/23-11/11/23-Inv. 164.00
287297421132X11192023

Account **53210 - Telephone** Totals Invoice 1
Transactions \$164.00

Account 53230 - Travel

5461 - Nicole Bolden

03-WLF &Victory Inst conf per diem 12-3 12/22/2023 480.58

3560 - First Financial Bank / Credit Cards

03-WLF &Victory Instute conf-Bolden-refund 12/22/2023 (200.00)

3560 - First Financial Bank / Credit Cards

03- flight to Washington DC, conf-changed flight 12/22/2023 174.00

3560 - First Financial Bank / Credit Cards

03-baggage fee flight to WLF &Victory Institute conference 12/22/2023 30.00

3560 - First Financial Bank / Credit Cards

03-Uber during WLF &Victory Instute conf-11/27/23 (PM) 12/22/2023 34.36

3560 - First Financial Bank / Credit Cards

03-Uber during WLF &Victory Instute conf-11/28/23 (AM) 12/22/2023 25.36

3560 - First Financial Bank / Credit Cards

03-Uber during WLF &Victory Instute conf-11/28/23 (PM) 12/22/2023 25.36

Account **53230 - Travel** Totals Invoice 7 \$569.66

Transactions Invoice 15

Program **030000 - Main** Totals \$3,377.12

Transactions Invoice 15

Department **03 - City Clerk** Totals \$3,377.12

Transactions

Department 04 - Economic & Sustainable Dev

Program 040000 - Main

Account 52420 - Other Supplies

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

04-IPhone case for ESD / de la Rosa 12/22/2023 49.87

Account **52420 - Other Supplies** Totals Invoice 1 \$49.87

Transactions

Account 53170 - Mgt. Fee, Consultants, and Workshops

3560 - First Financial Bank / Credit Cards

04-Hopscotch Coffee-Arts Commission Grant review session- 11/1/23 12/22/2023 47.20



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3560 - First Financial Bank / Credit Cards	04-Pinoy Cafe-Lunch-Emerging Artist Grants Review -11/5/23	12/22/2023	357.00
3560 - First Financial Bank / Credit Cards	04-Upland - Snacks for Off-Site Staff Retreat-11/27/23	12/22/2023	55.60
4549 - Kroger Limited Partnership I	04-BAC Grant Review Session Snacks-11/4/23	12/22/2023	18.97
8443 - Michelle Sills (Paragon Event Management LLC)	04- Event Planner Services for 10/16/23 Workshops	12/22/2023	750.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 5 Transactions	<u>\$1,228.77</u>
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06- cell phone chgs 10/12/23-11/11/23-Inv. 287297421132X11192023		41.00
Account 53210 - Telephone Totals		Invoice 1 Transactions	<u>\$41.00</u>
Account 53220 - Postage			
3560 - First Financial Bank / Credit Cards	04-USPS - Postage for Art Package-10/30/23	12/22/2023	11.45
Account 53220 - Postage Totals		Invoice 1 Transactions	<u>\$11.45</u>
Account 53230 - Travel			
3560 - First Financial Bank / Credit Cards	04-United Airlines-Warren-Conf-NY-11/11-11/14/23	12/22/2023	304.79
Account 53230 - Travel Totals		Invoice 1 Transactions	<u>\$304.79</u>
Account 53320 - Advertising			
8706 - Elizabeth Garrett	04-Photography for mural ribbon cutting at Wonderlab-12/3/23	12/22/2023	200.00
Account 53320 - Advertising Totals		Invoice 1 Transactions	<u>\$200.00</u>
Account 53910 - Dues and Subscriptions			
8352 - Association For Commuter Transportation	04-Annual Membership - 2 Seats, Jeffrey Jackson	12/22/2023	675.00
3560 - First Financial Bank / Credit Cards	04-MailChimp Monthly Subscription - Nov 2023	12/22/2023	39.50
Account 53910 - Dues and Subscriptions Totals		Invoice 2 Transactions	<u>\$714.50</u>



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Account 53940 - Temporary Contractual Employee

203 - INDIANA UNIVERSITY	04-IU Internship - ILP 2023-2024-S. Baidwan	12/22/2023	750.00
Account 53940 - Temporary Contractual Employee Totals		Invoice 1 Transactions	\$750.00

Account 53960 - Grants

8321 - Honar Ali (Huner Emin)	04-BAC Emerging Artists Grant - Huner Emin	12/22/2023	1,000.00
8864 - Beatrice Opokua Atencah	04-BAC Emerging Artists Grant - Beatrice Atencah	12/22/2023	1,000.00
9020 - Allyn Boley (Art by Allyn)	04-BAC Emerging Artists Grant - Allyn Boley	12/22/2023	1,000.00
9008 - Rachel Carson	04-BAC Emerging Artist Grant - Rachel Carson	12/22/2023	1,000.00
9017 - Alizah Conard	04-BAC Emerging Artists Grant - Alizah Conard	12/22/2023	1,000.00
9025 - Konnor Graber (Eclipse Productions Company)	04-BAC Emerging Artists Grant - Konnor Grabner	12/22/2023	1,000.00
9038 - Leila Renee Grossman	04-BAC Emerging Artists Grant - Leila Grossman	12/22/2023	750.00
8788 - Liliana Guzman	04-BAC Emerging Artists Grant - Liliana Guzman	12/22/2023	1,000.00
9016 - Andreea Hrehorciuc-Caragea (Andreea Alunei)	04-BAC Emerging Artists Grant - Andreea Alunei	12/22/2023	1,250.00
4549 - Kroger Limited Partnership I	04-Supplies for Project 46 meeting-11/29/23	12/22/2023	53.28
9029 - Gwen Law	04-BAC Emerging Artists Grant - Gwen Law	12/22/2023	1,000.00
8327 - Ellen Starr Lyon	04-BAC Emerging Artists Grant - Ellen Lyon	12/22/2023	1,000.00
8279 - Diego Rafael Cruz Manansala	04-BAC Emerging Artists Grant - Diego Manansala	12/22/2023	1,000.00
9026 - Nina Montenegro	04-BAC Emerging Artists Grant - Nina Montenegro	12/22/2023	1,000.00
9018 - Jonathan Perron	04-BAC Emerging Artists Grant - Jony Perron	12/22/2023	1,000.00
9019 - Thomas Pieciak	04-BAC Emerging Artists Grant - Tom Pieciak	12/22/2023	1,000.00
8036 - Kathryn Rossman	04-BAC Emerging Artists Grant - Kathryn Rossman	12/22/2023	1,000.00



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9023 - Michelle I Solorzano Medrano	04-BAC Emerging Artists Grant - Michelle Solorzano	12/22/2023	1,000.00
8457 - Leah Tannen (Froggy Print LLC)	04-BAC Emerging Artists Grant - Leah Tannen	12/22/2023	1,500.00
7620 - Erin Marie Tobey	04-BAC Emerging Artists Grant - Erin Tobey	12/22/2023	1,250.00
8885 - Ivan Alejandro Maceda Vela (IAM Services LLC)	04-BAC Emerging Artists Grant - Ivan Maceda	12/22/2023	1,000.00
9027 - Bernardo Wade	04-BAC Emerging Artists Grant - Bernardo Wade	12/22/2023	1,000.00
9010 - Kyla Wargel	04-BAC Emerging Artists Grant - Kyla Wargel	12/22/2023	1,500.00
9028 - Christi Kay Young (Kayte Young	04-BAC Emerging Artists Grant - Kayte Young	12/22/2023	1,000.00

Account **53960 - Grants** Totals

Invoice 24
Transactions

\$24,303.28

Account **53970 - Mayor's Promotion of Business**

3560 - First Financial Bank / Credit Cards	04-MySportsLocker-Dept jackets/shirts/sweaters	12/22/2023	766.90
4610 - Hopscotch Coffee, LLC	04-Hot Beverages for Public Art Event	12/22/2023	202.96
8416 - I Fell LLC	04-Gallery Event Space Rental for Artist Party	12/22/2023	300.00
4549 - Kroger Limited Partnership I	04-Food & Beverage for ESD Artist Event	12/22/2023	142.65
7475 - Chasity Mottinger	04-Small Favors-hors d'oeuvres-City Artist Party-12/14/23	12/22/2023	250.00
4976 - Lewis Rogers	04-DJ and Piano set at I Fell for Artist Party-12/6/23	12/22/2023	450.00
7620 - Erin Marie Tobey	04-Final Renderings for NSF Size & Scale Mural	12/22/2023	949.78
8368 - Holly Warren	04-Reimbursements for Staff Retreat and BAC Mural Recp.	12/22/2023	125.38

Account **53970 - Mayor's Promotion of Business** Totals

Invoice 8
Transactions

\$3,187.67

Account **53990 - Other Services and Charges**

656 - B&L Sheet Metal and Roofing, INC	04-Waldron/ WFHB roof repair-8/18/23	12/22/2023	1,299.80
321 - Harrell Fish, INC (HFI)	04-Waldron HVAC Trane Roof top Unit Replacement-10/4/23	12/22/2023	14,950.00



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Account 53990 - Other Services and Charges Totals		Invoice 2	\$16,249.80
		Transactions	
Program 040000 - Main Totals		Invoice 47	\$47,041.13
		Transactions	
Program 04RCVR - Recover Foward			
Account 53960 - Grants			
8379 - Sofia Crespo	04-BAC Emerging Artist Grant - Sofia Crespo	12/22/2023	1,500.00
		Invoice 1	\$1,500.00
		Transactions	
Program 04RCVR - Recover Foward Totals		Invoice 1	\$1,500.00
		Transactions	
Program 04TECH - Trades Tech Center			
Account 53990 - Other Services and Charges			
3885 - Building Associates, INC	04-Trades District Tech Center-App 1	12/22/2023	262,989.45
18844 - First Financial Bank, N.A.	04-Bldg Associates-Escrow-Trades Dist Tech Ctr-App 1	12/22/2023	13,841.55
595 - Weddle Bros Construction Co., INC	04-Trades District Tech Ctr Management - Pay App #4	12/22/2023	52,431.13
		Invoice 3	\$329,262.13
		Transactions	
Program 04TECH - Trades Tech Center Totals		Invoice 3	\$329,262.13
		Transactions	
Department 04 - Economic & Sustainable Dev Totals		Invoice 51	\$377,803.26
		Transactions	
Department 05 - Common Council			
Program 050000 - Main			
Account 52110 - Office Supplies			
3560 - First Financial Bank / Credit Cards	05 - FedEx-Binding for printed reports	12/22/2023	20.47
		Invoice 1	\$20.47
		Transactions	
Account 53210 - Telephone			



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13969 - AT&T Mobility II, LLC

06- cell phone chgs 10/12/23-11/11/23-Inv. 41.00
287297421132X11192023

Account **53210 - Telephone** Totals Invoice 1 \$41.00
Transactions

Account **53990 - Other Services and Charges**

4585 - Pizza X, INC

05 - food for CAPS Commission event-11/18/23 12/22/2023 207.44

Account **53990 - Other Services and Charges** Totals Invoice 1 \$207.44
Transactions

Program **050000 - Main** Totals Invoice 3 \$268.91

Department **05 - Common Council** Totals Invoice 3 \$268.91
Transactions

Department **06 - Controller's Office**

Program **060000 - Main**

Account **52420 - Other Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

06-Headphones for J Long 12/22/2023 79.99

53442 - Paragon Micro, INC

06-Webcam for Purchase Manager desktop unit 12/22/2023 64.99

Account **52420 - Other Supplies** Totals Invoice 2 \$144.98
Transactions

Account **53990 - Other Services and Charges**

910 - FORVIS, LLP

06-Compilation- 2022 Annual Comprehensive Financial Report 12/22/2023 14,700.00

391 - O. W. Krohn & Associates, LLP

06-prof serv in connection w/general acct & TIF-10/1-11/30/23 12/22/2023 5,678.75

5648 - Reedy Financial Group, PC

06-Annexation Consulting - billing through 11/30/23 12/22/2023 3,200.30

5648 - Reedy Financial Group, PC

06-TIF Financial Plan Consulting-billing through 11-30-2023 12/22/2023 5,768.16

Account **53990 - Other Services and Charges** Totals Invoice 4 \$29,347.21
Transactions

Program **060000 - Main** Totals Invoice 6 \$29,492.19

Department **06 - Controller's Office** Totals Invoice 6 \$29,492.19
Transactions



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Department **07 - Engineering**

Program **070000 - Main**

Account **52420 - Other Supplies**

53442 - Paragon Micro, INC	07-Equipment for New Traffic Engineer Position	12/22/2023	2,950.93
	Account 52420 - Other Supplies Totals	Invoice 1 Transactions	\$2,950.93

Account **52430 - Uniforms and Tools**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	07-6 tape measures	12/22/2023	116.94
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	07-Digital Level	12/22/2023	121.30
6262 - Koenig Equipment, INC	07-FSA 86 R Trimmer	12/22/2023	259.99
	Account 52430 - Uniforms and Tools Totals	Invoice 3 Transactions	\$498.23

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06- cell phone chgs 10/12/23-11/11/23-Inv. 287297421132X11192023		620.82
	Account 53210 - Telephone Totals	Invoice 1 Transactions	\$620.82

Account **53230 - Travel**

9035 - Kyle Baugh	07-Per Diem-Traffic Control Training-Indy- 11/13/23	12/22/2023	33.00
9001 - Michael Stewart	07-Reim Pkg-Traffic Control Training-Indy-11/13/23	12/22/2023	41.15
9033 - Driss Tahir	07-Per Diem-Traffic Control Training-Indy- 11/13/23	12/22/2023	33.00
	Account 53230 - Travel Totals	Invoice 3 Transactions	\$107.15

Account **53310 - Printing**

3892 - Midwest Color Printing, INC	07-Business Cards K. Baugh, M. Stewart	12/22/2023	131.16
3892 - Midwest Color Printing, INC	07-Business Cards K. Knoke	12/22/2023	67.08



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		Account 53310 - Printing Totals	Invoice 2 Transactions	\$198.24
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	07-doxpop Subscription Public Records Access 11/13 #1038849		12/22/2023	15.00
		Account 53910 - Dues and Subscriptions Totals	Invoice 1 Transactions	\$15.00
Account 53990 - Other Services and Charges				
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	07-Otterbox, iPhone Charger (Traffic Engineer Position)		12/22/2023	49.94
399 - American Structurepoint, INC	07-On-Call Signal Timing (Traffic Eng Services) 10/1/23-10/31/23		12/22/2023	430.64
4898 - Oman Systems, INC	07-(3 Project Managers) Oman Bid-Tabs -IN Licenses		12/22/2023	1,980.00
3444 - Rundell Ernstberger Associates, INC	07-On-Call Engineering Services, REA October 31, 2023		12/22/2023	5,503.75
		Account 53990 - Other Services and Charges Totals	Invoice 4 Transactions	\$7,964.33
Account 54310 - Improvements Other Than Building				
5637 - Shrewsberry & Associates, LLC	07-DT Curb Ramps Ph3-CE -services thru 11/25/23	BC 2022-065	12/22/2023	8.82
5637 - Shrewsberry & Associates, LLC	07-DT Curb Ramps Ph3-CE -services thru 10/28/23	BC 2022-065	12/22/2023	1,986.15
		Account 54310 - Improvements Other Than Building Totals	Invoice 2 Transactions	\$1,994.97
		Program 070000 - Main Totals	Invoice 17 Transactions	\$14,349.67
		Department 07 - Engineering Totals	Invoice 17 Transactions	\$14,349.67
Department 09 - CFRD				
Program 090000 - Main				
Account 52420 - Other Supplies				
8002 - Safeguard Business Systems, INC	09-BMHRC Logo Table Runner-Programs & Events		12/22/2023	70.15
11693 - The Award Center, INC	09-Name Badges-Michael Shermis and Michelle Moss		12/22/2023	46.00



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		Account 52420 - Other Supplies Totals	Invoice 2 Transactions	\$116.15
Account 53160 - Instruction				
3560 - First Financial Bank / Credit Cards	09-Upland Catering-Deposit on Rental of Out Building		12/22/2023	20.00
3560 - First Financial Bank / Credit Cards	09-CFRD Staff Retreat-Staff Journals and Pens for Retreat		12/22/2023	129.64
3560 - First Financial Bank / Credit Cards	09-Hoosier Escape Room-Cancellation Fee		12/22/2023	56.00
4549 - Kroger Limited Partnership I	09-Breakfast Items for CFRD Staff Retreat 2023-Fruit, Muffins		12/22/2023	49.44
		Account 53160 - Instruction Totals	Invoice 4 Transactions	\$255.08
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	06- cell phone chgs 10/12/23-11/11/23-Inv. 287297421132X11192023			123.00
		Account 53210 - Telephone Totals	Invoice 1 Transactions	\$123.00
Account 53230 - Travel				
3560 - First Financial Bank / Credit Cards	09-Marazul Tours-Lodging, Food, Ground Transport in Cuba		12/22/2023	405.00
		Account 53230 - Travel Totals	Invoice 1 Transactions	\$405.00
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	09-Constant Contact Monthly-November 2023		12/22/2023	145.00
		Account 53910 - Dues and Subscriptions Totals	Invoice 1 Transactions	\$145.00
		Program 090000 - Main Totals	Invoice 9 Transactions	\$1,044.23
		Department 09 - CFRD Totals	Invoice 9 Transactions	\$1,044.23
Department 10 - Legal				
Program 100000 - Main				
Account 52110 - Office Supplies				



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6530 - Office Depot, INC	10-office supplies, clips, moistener, glue stick, duster, towels	12/22/2023	122.51
	Account 52110 - Office Supplies Totals	Invoice 1	<u>\$122.51</u>
Account 53120 - Special Legal Services		Transactions	
205 - City Of Bloomington	10-petty cash for Waiver Vanburen Twp Wavier 2584	12/22/2023	25.00
	Account 53120 - Special Legal Services Totals	Invoice 1	<u>\$25.00</u>
		Transactions	
	Program 100000 - Main Totals	Invoice 2	<u>\$147.51</u>
		Transactions	
	Department 10 - Legal Totals	Invoice 2	<u>\$147.51</u>
		Transactions	
Department 11 - Mayor's Office			
Program 110000 - Main			
Account 43380 - Other Services			
3560 - First Financial Bank / Credit Cards	11- Brevo-SendInBlue email marketing -11/30-12/30/23	12/22/2023	181.00
	Account 43380 - Other Services Totals	Invoice 1	<u>\$181.00</u>
		Transactions	
Account 47060 - Refunds			
3560 - First Financial Bank / Credit Cards	11 - credit for Holiday Inn Miami hotel 31Oct23	12/22/2023	(126.56)
	Account 47060 - Refunds Totals	Invoice 1	<u>(\$126.56)</u>
		Transactions	
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/23-Inv. 287287430216X11192023	12/13/2023	114.44
	Account 53210 - Telephone Totals	Invoice 1	<u>\$114.44</u>
		Transactions	
Account 53230 - Travel			
3560 - First Financial Bank / Credit Cards	11 - Josefa Cuba Sister City tour package 11/1/23-11/4/23	12/22/2023	530.00
3560 - First Financial Bank / Credit Cards	11 - Devta Kidd roundtrip air Indy-DC 11/29/23-12/02/23	12/22/2023	527.80



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6894 - Devta Linda Kidd	11-per diem/hotel/pass-State Dept Focus Group-DC-11/29-12/2/23	12/22/2023	666.62
	Account 53230 - Travel Totals	Invoice 3 Transactions	<u>\$1,724.42</u>
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	11 - Sendible social media mgmt annual sub-7 users	12/22/2023	1,671.60
	Account 53910 - Dues and Subscriptions Totals	Invoice 1 Transactions	<u>\$1,671.60</u>
	Program 110000 - Main Totals	Invoice 7 Transactions	<u>\$3,564.90</u>
	Department 11 - Mayor's Office Totals	Invoice 7 Transactions	<u>\$3,564.90</u>
Department 13 - Planning			
Program 130000 - Main			
Account 52110 - Office Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13-Reuseable Sticky Notes, and file folders for office staff	12/22/2023	52.90
5099 - Office Three Sixty, INC	13- 2024 Calendar refill sheets for Jackie Scanlan	12/22/2023	41.50
	Account 52110 - Office Supplies Totals	Invoice 2 Transactions	<u>\$94.40</u>
Account 52410 - Books			
3560 - First Financial Bank / Credit Cards	13- APA Planning & Zoning Law Annotated 2022 Books (2)	12/22/2023	100.00
	Account 52410 - Books Totals	Invoice 1 Transactions	<u>\$100.00</u>
Account 52420 - Other Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13- Plotter Printhead	12/22/2023	125.99
	Account 52420 - Other Supplies Totals	Invoice 1 Transactions	<u>\$125.99</u>
Account 53160 - Instruction			
8866 - Katie Gandhi	13- Tree Stewards Workshop Fee Reimbursement-Indy-11/14-11/15/23	12/22/2023	30.00



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Account 53160 - Instruction Totals		Invoice 1 Transactions	\$30.00
Account 53170 - Mgt. Fee, Consultants, and Workshops			
8807 - Jennifer Burrell	13-reim pkg-Urban Forestry Symposium-Indy-12/7 & 12/8/23	12/22/2023	9.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 1 Transactions	\$9.00
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06- cell phone chgs 10/12/23-11/11/23-Inv. 287297421132X11192023		369.00
Account 53210 - Telephone Totals		Invoice 1 Transactions	\$369.00
Account 53230 - Travel			
8807 - Jennifer Burrell	13- Tree Stewards Workshop Fee Reimbursement-Indy-11/14-11/15/23	12/22/2023	30.00
Account 53230 - Travel Totals		Invoice 1 Transactions	\$30.00
Account 53320 - Advertising			
3560 - First Financial Bank / Credit Cards	13- Job Posting for Zoning & Long Range Planner	12/22/2023	50.00
Account 53320 - Advertising Totals		Invoice 1 Transactions	\$50.00
Account 53910 - Dues and Subscriptions			
4442 - American Planning Association	13- APA Membership Renewal for Beth Rosenbarger	12/22/2023	535.00
3560 - First Financial Bank / Credit Cards	13-APA 2024 Membership Renewal-Scott Robinson	12/22/2023	728.00
Account 53910 - Dues and Subscriptions Totals		Invoice 2 Transactions	\$1,263.00
Account 53990 - Other Services and Charges			
3663 - WSP USA, INC	13-Neighborhood Greenways 10/01/23-10/31/23	BC 2020-109 12/22/2023	14,520.39
3560 - First Financial Bank / Credit Cards	13- Credit for Sales Tax from PictureThis Application-1/2023	12/22/2023	(2.10)
6235 - Toole Design Group, LLC	13-Corridor Study_College Ave & Walnut St. 45/46 Bypass 9/29/23	BC 2022-086 12/22/2023	1,864.74



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6235 - Toole Design Group, LLC	13-Corridor Study_College Ave & Walnut St. 45/46 Bypass	BC 2022-086	12/22/2023	2,407.32
	10/27/23			
6235 - Toole Design Group, LLC	13- Safe Streets and Roads for All Action Plan Contract	BC 2022-086	12/22/2023	6,283.01
	10/27/23			
	Account 53990 - Other Services and Charges Totals		Invoice 5	\$25,073.36
			Transactions	
	Program 130000 - Main Totals		Invoice 16	\$27,144.75
			Transactions	
	Department 13 - Planning Totals		Invoice 16	\$27,144.75
			Transactions	

Department **19 - Facilities Maintenance**

Program **190000 - Main**

Account **52310 - Building Materials and Supplies**

4574 - John Deere Financial f.s.b. (Rural King)	19 - (12) 55 gal Drum liners 60ct		12/22/2023	239.88
8658 - Kleindorfer's Hardware LLC	19 - hooks, rafters hangers, pik stik, buckets, spray paint		12/22/2023	188.68
60 - Monroe County Solid Waste Management District	19 - Disposal of 41 syringes		12/22/2023	98.40
4154 - Pace Products, INC	19 - Ice melt for sidewalks		12/22/2023	4,514.37
	Account 52310 - Building Materials and Supplies Totals		Invoice 4	\$5,041.33
			Transactions	

Account **52430 - Uniforms and Tools**

19171 - Aramark Uniform & Career Apparel Group, INC	19- Work pants for R Flake-11/23/23		12/22/2023	12.41
19171 - Aramark Uniform & Career Apparel Group, INC	19- Work pants for R Flake-12/7/23		12/22/2023	12.41
293 - J&S Locksmith Shop, INC	19 - 4" Chain 1/4P .043G		12/22/2023	30.08
1548 - Safety Shoe Distributors, INC	19-Shoes/cold weather gear for Brighten B Town Crews		12/22/2023	1,499.96
1548 - Safety Shoe Distributors, INC	19- Shoes/cold weather gear for Brighten B Town Crews		12/22/2023	2,399.92
	Account 52430 - Uniforms and Tools Totals		Invoice 5	\$3,954.78
			Transactions	

Account **53210 - Telephone**



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13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/23-Inv. 287289748780X11192023		12/13/2023	167.04
	Account 53210 - Telephone Totals	Invoice 1 Transactions		<u>\$167.04</u>
Account 53230 - Travel				
12128 - Boruff, James D	19-Per Diem-Site Visit Bowling Green, KY-12/5-12/6/23		12/22/2023	77.00
	Account 53230 - Travel Totals	Invoice 1 Transactions		<u>\$77.00</u>
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill - November 2023			998.80
208 - City Of Bloomington Utilities	19-Temp Mtr-Graffiti Team-water/sewer bill-November 2023			15.84
	Account 53530 - Water and Sewer Totals	Invoice 2 Transactions		<u>\$1,014.64</u>
Account 53610 - Building Repairs				
8143 - Cummins INC dba Cummins Sales and Service	19 -City Hall- Planned maintenance on equipment		12/22/2023	344.31
321 - Harrell Fish, INC (HFI)	19-SA-City Hall- Qrtly Planned Maintenance November 2023	BC 2022-115	12/22/2023	2,088.00
321 - Harrell Fish, INC (HFI)	19-City Hall-Labor for two water fountains south end	BC 2022-115	12/22/2023	270.00
321 - Harrell Fish, INC (HFI)	19 - Repairs to 2" Wilkins Zurn backflow plumbing (City Hall)	BC 2022-116	12/22/2023	785.36
321 - Harrell Fish, INC (HFI)	19 - Returned & cycled power to the router to fix heat pumps	BC 2022-115	12/22/2023	270.00
393 - Kone INC	19-SA-City Hall Elevator Maintenance-Sept 2023	BC 2023-004	12/22/2023	60.00
393 - Kone INC	19-SA City Hall Elevator Maintenance-Oct 2023	BC 2023-004	12/22/2023	60.00
393 - Kone INC	19-SA-City Hall-elevator maintenance-Dec 2023	BC 2023-004	12/22/2023	332.87
2974 - MacAllister Machinery Co, INC	19 - Installed new charger & filled battery cells		12/22/2023	747.96
7402 - Nature's Way, INC	19 -City Hall-Monthly interior maintenance-12/1/23	BC 222-118	12/22/2023	353.43
3560 - First Financial Bank / Credit Cards	02-City Hall Elevator-Operating Permit & Sanction Fines		12/22/2023	129.65



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Account 53610 - Building Repairs Totals		Invoice 11	\$5,441.58
		Transactions	
Account 53630 - Machinery and Equipment Repairs			
3560 - First Financial Bank / Credit Cards	02-City Hall Elevator-Operating Permit & Sanction Fines	12/22/2023	328.97
Account 53630 - Machinery and Equipment Repairs Totals		Invoice 1	\$328.97
		Transactions	
Account 53730 - Machinery and Equipment Rental			
2974 - MacAllister Machinery Co, INC	19 - Installed new charger & filled battery cells	12/22/2023	1,400.00
Account 53730 - Machinery and Equipment Rental Totals		Invoice 1	\$1,400.00
		Transactions	
Program 190000 - Main Totals		Invoice 26	\$17,425.34
		Transactions	
Department 19 - Facilities Maintenance Totals		Invoice 26	\$17,425.34
		Transactions	
Department 28 - ITS			
Program 280000 - Main			
Account 52110 - Office Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28-Cables, Transmitter, Adapters ITS Inventory Ref	12/22/2023	535.30
6530 - Office Depot, INC	28 - 10 Case Copy Paper and desk pad	12/22/2023	395.01
Account 52110 - Office Supplies Totals		Invoice 2	\$930.31
		Transactions	
Account 52420 - Other Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28 - Apple Chargers 234084	12/22/2023	55.46
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28-Multifactor Authentication Hardware for Testing	12/22/2023	538.61
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28-Multifactor Authentication Hardware for Testing	12/22/2023	907.32
Account 52420 - Other Supplies Totals		Invoice 3	\$1,501.39
		Transactions	
Account 53160 - Instruction			



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3560 - First Financial Bank / Credit Cards	28 -Pearson - CompTIA Training for TSG Member	12/22/2023	129.00
Account 53160 - Instruction Totals		Invoice 1 Transactions	\$129.00
Account 53170 - Mgt. Fee, Consultants, and Workshops			
8540 - Cloudpoint Geospatial INC	28 - Professional GIS Services block of 24 hours-Esri ArcGIS	12/22/2023	4,680.00
4408 - Environmental Systems Research Institute,INC ESRI	28-ESRI-10 Desktop License GIS/City Staff-11/28/23-11/27/24	12/22/2023	336.96
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 2 Transactions	\$5,016.96
Account 53210 - Telephone			
8543 - Insight Public Sector	28 -UC (VOIP) Telephone Hardware, (6) VoIP phone, (2) headset	12/22/2023	3,936.59
8543 - Insight Public Sector	28 -UC (VOIP) Telephone Hardware (2) headset	12/22/2023	326.86
8543 - Insight Public Sector	28 -UC (VOIP) Telephone Hardware (10) headset	12/22/2023	1,634.30
8543 - Insight Public Sector	28 -UC (VOIP) Telephone Hardware (5) headsets	12/22/2023	817.15
8543 - Insight Public Sector	28 -UC (VOIP) Telephone Hardware (14) VolP phones	12/22/2023	25,824.50
8543 - Insight Public Sector	28 -UC (VOIP) Telephone Hardware (1) headset	12/22/2023	116.73
8543 - Insight Public Sector	28 -UC (VOIP) Telephone Hardware (5) VolP phone	12/22/2023	890.50
8543 - Insight Public Sector	28 -UC (VOIP) Telephone Hardware (5) Key Expansion module VolP	12/22/2023	705.65
8543 - Insight Public Sector	28 -UC (VOIP) Telephone Hardware (1) key expansion module VolP	12/22/2023	141.13
1079 - AT&T	28-phone charges 10/20-11/19/23-#812 339-2261 261 1	12/13/2023	6,007.42
1079 - AT&T	28-CH/off site fac-long distance chgs 10/09/2023-BAN #849494015	12/13/2023	99.52
1079 - AT&T	28-CH/off site fac-long distance chgs 11/09/2023-BAN #849494015	12/13/2023	104.14
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/23-Inv. 287289748780X11192023	12/13/2023	679.61
13969 - AT&T Mobility II, LLC	06- cell phone chgs 10/12/23-11/11/23-Inv. 287297421132X11192023		119.48



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Account 53210 - Telephone Totals		Invoice 14 Transactions	\$41,403.58
Account 53230 - Travel			
8917 - Meghan Blair	28-Mileage/Pkg reimb-State of IN GIS Day Conf 2023-Indy-11/15/23	12/22/2023	93.36
Account 53230 - Travel Totals		Invoice 1 Transactions	\$93.36
Account 53640 - Hardware and Software Maintenance			
4408 - Environmental Systems Research Institute,INC ESRI	28-ESRI-10 Desktop License GIS/City Staff-11/28/23-11/27/24	12/22/2023	6,593.04
3989 - Ricoh USA, INC	28-Printers/Copiers- ITS Portion 10/17/23-11/16/23	12/22/2023	2,805.74
3989 - Ricoh USA, INC	28-Printersl/Copiers- ITS Portion 10/17/23-11/16/23	12/22/2023	517.47
3989 - Ricoh USA, INC	28-Printers/Copier-4th St Pkg Garage- 11/01/23-11/30/23	12/22/2023	40.18
5444 - Tyler Technologies, INC	28-EPL Content Management API for 1/1/24-12/31/24	12/22/2023	7,199.00
2128 - Van Ausdall & Farrar, INC	28-Onbase Upgrade 32 Pro Hours Purchase 11/30/23-12/31/28	12/22/2023	5,904.00
1079 - AT&T	28 - AT&T Mitel NuPoint Voicemail System Maintenance 2023-24	12/13/2023	9,261.60
Account 53640 - Hardware and Software Maintenance Totals		Invoice 7 Transactions	\$32,321.03
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	28-Bluesky Zoom Timer Billed Monthly 12/4/23	12/22/2023	89.95
3560 - First Financial Bank / Credit Cards	28-Submittable monthly subscription 11/27/23-12/27/23	12/22/2023	119.00
3560 - First Financial Bank / Credit Cards	28-Zoom 500., 1000 webinar, 500GB cloud - 11/20-12/19/23	12/22/2023	430.00
3560 - First Financial Bank / Credit Cards	28-Google Cloud November Service	12/22/2023	59.32
3560 - First Financial Bank / Credit Cards	28-Squarespace annual Domain bloomingtonrevealed.com-11/12/23	12/22/2023	20.00
3560 - First Financial Bank / Credit Cards	28 -Canva Subscriptions November 2023	12/22/2023	89.57
8441 - Promevo Holdings, INC (Promevo, LLC)	28-Google Voice November 2023 Subscription	12/22/2023	72.28



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Account 53910 - Dues and Subscriptions Totals		Invoice 7	\$880.12
		Transactions	
Account 54420 - Purchase of Equipment			
8473 - Datacom Connect, INC	28 -Showers Bldg Cabling Project-11/10/23	12/22/2023	50,000.00
Account 54420 - Purchase of Equipment Totals		Invoice 1	\$50,000.00
		Transactions	
Program 280000 - Main Totals		Invoice 38	\$132,275.75
		Transactions	
Department 28 - ITS Totals		Invoice 38	\$132,275.75
		Transactions	
Fund 101 - General Fund (S0101) Totals		Invoice 219	\$632,966.04
		Transactions	
Fund 103 - Restricted Donations(ord 05-17)			
Department 06 - Controller's Office			
Program 400101 - Animal Medical Services			
Account 53130 - Medical			
6529 - BloomingPaws, LLC	01-Heartworm Treatment	12/22/2023	366.64
3376 - Bloomington Pets Alive, INC	01-Spay & Neuter Surgeries-11/1-11/30/23	12/22/2023	10,697.04
Account 53130 - Medical Totals		Invoice 2	\$11,063.68
		Transactions	
Program 400101 - Animal Medical Services Totals		Invoice 2	\$11,063.68
		Transactions	
Program 400102 - Animal Supplies			
Account 52210 - Institutional Supplies			
7508 - Elanco US INC	01-Veterinary Supplies antiparasitic	12/22/2023	198.98
3560 - First Financial Bank / Credit Cards	01-Pet Smart-Reptile Food and bedding	12/22/2023	165.93
3929 - IDEXX Laboratories, INC	01-Veterinary Supplies, F/F & Heartworm diagnostic test kits	12/22/2023	1,124.62
4574 - John Deere Financial f.s.b. (Rural King)	01-litter-50 40lb bags pellet bedding	12/22/2023	249.50



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4633 - Midwest Veterinary Supply, INC	01-Gloves (M & L), ISO gowns	12/22/2023	178.11
4633 - Midwest Veterinary Supply, INC	01-Antibiotics, bandages, PPE, supportive therapy meds	12/22/2023	433.24
4633 - Midwest Veterinary Supply, INC	01-Gloves (XL)	12/22/2023	27.35
4633 - Midwest Veterinary Supply, INC	01-Bandages, sprayer, sharps container, needles, syringes	12/22/2023	201.43
4633 - Midwest Veterinary Supply, INC	01-Gloves and syringes	12/22/2023	143.05
4633 - Midwest Veterinary Supply, INC	01-Antibiotics, supportive therapy medications	12/22/2023	179.91
4633 - Midwest Veterinary Supply, INC	01-Syringes, pain meds and antibiotics	12/22/2023	250.24

Account 52210 - Institutional Supplies Totals	Invoice 11	\$3,152.36
	Transactions	
Program 400102 - Animal Supplies Totals	Invoice 11	\$3,152.36
	Transactions	
Department 06 - Controller's Office Totals	Invoice 13	\$14,216.04
	Transactions	
Fund 103 - Restricted Donations(ord 05-17) Totals	Invoice 13	\$14,216.04
	Transactions	

Fund 153 - LIT – Economic Development

Department 04 - Economic & Sustainable Dev

Program 040000 - Main

Account 53960 - Grants

8652 - Eric Agyemang-Dua (EA J S Studio LLC)	04-BAC Emerging Artists Grant - Eric Agyemang-Dua	12/22/2023	750.00
9021 - Ross E Eiler (DBA Martinie Music)	04-BAC Emerging Artists Grant - Martinie Music	12/22/2023	500.00
7532 - Christina Elem	04-BAC Emerging Artists Grant - Christina Elem	12/22/2023	500.00
3560 - First Financial Bank / Credit Cards	04-Wildlife Packets for Parks & Rec Dept	12/22/2023	153.35
9034 - Claire Pendreigh Frohman	04-BAC Emerging Artist Grant - Claire Frohman	12/22/2023	750.00
9022 - Robert Feifan Hurley	04-BAC Emerging Artists Grant - Robert Hurley	12/22/2023	750.00



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8075 - IFF (IFF Real Estate Services LLC)	04-Service for SEEL Assessments 4 hours-3/31/23	12/22/2023	620.00
8075 - IFF (IFF Real Estate Services LLC)	04-Service for SEEL Assessments 14 hours-3/31/23	12/22/2023	2,170.00
8075 - IFF (IFF Real Estate Services LLC)	04-Service for SEEL Assessments 23.5 hours-6/30/23	12/22/2023	3,642.50
8075 - IFF (IFF Real Estate Services LLC)	04-Service for SEEL Assessments 19.5 hours-10/31/23	12/22/2023	3,192.30
9015 - Tanya Kay Konerman	04-BAC Emerging Artists Grant - Tanya Konerman	12/22/2023	750.00
8967 - Poynter Chevrolet Buick GMC, INC	04-2023 Chevrolet Volt EV VIN: 1G1FX6S08P4193452	12/22/2023	34,955.00
7980 - Right Click Solutions INC (RideAmigos)	04-TDM Ride Matching Software Sub 1/7-12/31/23	12/22/2023	12,800.00
9036 - Lindsey Ann Schaffer	04-BAC Emerging Artists Grant - Lindsey Schaffer	12/22/2023	500.00
8448 - TEN31 Marketing LLC	04- Marketing Services for Go Bloomington (acct fixed)-Nov 2023	12/22/2023	5,000.00
9024 - Colleen Wells	04-BAC Emerging Artists Grant - Colleen Wells	12/22/2023	750.00

Account 53960 - Grants Totals	Invoice 16	\$67,783.15
	Transactions	
Program 040000 - Main Totals	Invoice 16	\$67,783.15
	Transactions	
Department 04 - Economic & Sustainable Dev Totals	Invoice 16	\$67,783.15
	Transactions	

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53990 - Other Services and Charges**

8990 - Gregory Goodnight (Connecting Strategies LLC)	06-Consultant for Convention Center project - November 2023	12/22/2023	2,250.00
	Account 53990 - Other Services and Charges Totals	Invoice 1	\$2,250.00
		Transactions	
	Program 060000 - Main Totals	Invoice 1	\$2,250.00
		Transactions	
	Department 06 - Controller's Office Totals	Invoice 1	\$2,250.00
		Transactions	

Department **12 - Human Resources**



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Program **120000 - Main**

Account **53990 - Other Services and Charges**

19660 - Bose McKinney & Evans, LLP	12-employment law consultation- November 2023		12/22/2023	1,586.00
3068 - Brian Scott Oldham	12-S Oldham Educational Assistance Reimbursement \$1360.79		12/22/2023	1,360.79
8842 - Sahm's Hospitality Group (Sahm's Clubhouse)	12-holiday luncheon food, linens, tableware-12/5/23		12/22/2023	15,537.12
4712 - Shredding and Storage Unlimited, LLC	12-Onsite document shredding -1 96 gal tote-11/29/23		12/22/2023	225.00
Account 53990 - Other Services and Charges Totals			Invoice 4	<u>\$18,708.91</u>
			Transactions	
Program 120000 - Main Totals			Invoice 4	<u>\$18,708.91</u>
			Transactions	
Department 12 - Human Resources Totals			Invoice 4	<u>\$18,708.91</u>
			Transactions	

Department **19 - Facilities Maintenance**

Program **190000 - Main**

Account **53610 - Building Repairs**

6688 - SSW Enterprises, LLC (Office Pride)	19-SA Cleaning Services for Animal Care & Control for Nov 2023	BC 2022-142	12/22/2023	1,432.99
6688 - SSW Enterprises, LLC (Office Pride)	19-SA Cleaning Services for City Hall for November 2023	BC 2022-142	12/22/2023	12,220.61
6688 - SSW Enterprises, LLC (Office Pride)	19-SA Cleaning Services for Fleet Maint. for November 2023	BC 2022-142	12/22/2023	970.71
6688 - SSW Enterprises, LLC (Office Pride)	19-SA Cleaning Services for Sanitation for November 2023	BC 2022-142	12/22/2023	829.43
6688 - SSW Enterprises, LLC (Office Pride)	19-SA Cleaning Services-Street/Traffic-November 2023	BC 2022-142	12/22/2023	1,489.41
Account 53610 - Building Repairs Totals			Invoice 5	<u>\$16,943.15</u>
			Transactions	

Account **53990 - Other Services and Charges**

4483 - City Lawn Corporation	19-City Hall 10/31, 11/3,Leaf removal 11/3, 11/8&11/16	BC 2022-091	12/22/2023	947.50
4483 - City Lawn Corporation	19- 2541 W Third St-mowing on 11/7/23	BC 2022-091	12/22/2023	50.00



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Account 53990 - Other Services and Charges Totals		Invoice 2	\$997.50	
		Transactions		
Program 190000 - Main Totals		Invoice 7	\$17,940.65	
		Transactions		
Department 19 - Facilities Maintenance Totals		Invoice 7	\$17,940.65	
		Transactions		
Fund 153 - LIT – Economic Development Totals		Invoice 28	\$106,682.71	
		Transactions		
Fund 176 - ARPA Local Fiscal Recvry (S9512)				
Department 04 - Economic & Sustainable Dev				
Program G21005 - ARPA COVID Local Fiscal Recovery				
Account 53110 - Engineering and Architectural				
8550 - Johnson Melloh Solutions, LLC (Veregy)	04-Solar Operations and Maintenance Services 8/1/23-10/31/23	12/22/2023	9,200.00	
	Account 53110 - Engineering and Architectural Totals	Invoice 1	\$9,200.00	
		Transactions		
Account 53310 - Printing				
3404 - J.R. Watkins & Family, INC (Signs Now)	04-Printing Services for Go Bloomington event Win This Bike	12/22/2023	160.00	
8448 - TEN31 Marketing LLC	04- Marketing Services for Go Bloomington (acct fixed)-Nov 2023	12/22/2023	5,965.00	
	Account 53310 - Printing Totals	Invoice 2	\$6,125.00	
		Transactions		
Account 53960 - Grants				
6378 - ANN-KRISS, LLC	04-Waldron - installation of sump to prevent water infiltration	12/22/2023	4,104.09	
1138 - BCT Management, INC	04-BCT Management Grant-Addendum to MOU	12/22/2023	45,000.00	
7532 - Christina Elem	04-Consulting Services for public art-10/19-11/22/23	12/22/2023	480.00	
8489 - MPI Solar, LLC	04-SEEL 2023 grant-MCPL-install solar PV system	12/22/2023	25,000.00	
8489 - MPI Solar, LLC	04-SEEL 2023 grant-BDLC-install solar PV system	12/22/2023	25,000.00	
	Account 53960 - Grants Totals	Invoice 5	\$99,584.09	
		Transactions		



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Program G21005 - ARPA COVID Local Fiscal Recovery Totals		Invoice 8	\$114,909.09
		Transactions	
Department 04 - Economic & Sustainable Dev Totals		Invoice 8	\$114,909.09
		Transactions	
Department 20 - Street			
Program G21005 - ARPA COVID Local Fiscal Recovery			
Account 53150 - Communications Contract			
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-Two-way radio services for snow control crews 12/01-12/31/23	12/22/2023	2,321.25
Account 53150 - Communications Contract Totals		Invoice 1	\$2,321.25
		Transactions	
Program G21005 - ARPA COVID Local Fiscal Recovery Totals		Invoice 1	\$2,321.25
		Transactions	
Department 20 - Street Totals		Invoice 1	\$2,321.25
		Transactions	
Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals		Invoice 9	\$117,230.34
		Transactions	
Fund 249 - Grants Non Approp			
Department 04 - Economic & Sustainable Dev			
Program G23001 - 2023 Duke Energy Arts			
Account 53960 - Grants			
8652 - Eric Agyemang-Dua (EA J S Studio LLC)	04-Duke Substation Mural Artwork-11th & Rogers	12/22/2023	3,500.00
6059 - Eva Allen	04-Final Artwork for Duke Substation Mural - Allen	12/22/2023	1,500.00
8954 - Su A Chae	04-Completion of Design Rendering Duke Substation Mural	12/22/2023	1,500.00
8979 - Caitlyn Emily Clark	04-Completion of Design Rendering for Duke Substation Mural	12/22/2023	1,500.00
Account 53960 - Grants Totals		Invoice 4	\$8,000.00
		Transactions	
Program G23001 - 2023 Duke Energy Arts Totals		Invoice 4	\$8,000.00
		Transactions	
Department 04 - Economic & Sustainable Dev Totals		Invoice 4	\$8,000.00
		Transactions	



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		Fund 249 - Grants Non Approp Totals	Invoice 4	\$8,000.00
			Transactions	
Fund 312 - Community Services				
Department 09 - CFRD				
Program 090001 - Com Serv - Black Males				
Account 52420 - Other Supplies				
5819 - Synchrony Bank	09-Winter Wonderland 2023-Hot Cocoa Mix, Clorox Wipes		12/22/2023	61.90
		Account 52420 - Other Supplies Totals	Invoice 1	\$61.90
			Transactions	
		Program 090001 - Com Serv - Black Males Totals	Invoice 1	\$61.90
			Transactions	
Program 090016 - Com Serv - Safe & Civil				
Account 52420 - Other Supplies				
3560 - First Financial Bank / Credit Cards	09-Pizza X-20 Single-Topping Pizzas-Young Women's Leadership Su		12/22/2023	153.26
3560 - First Financial Bank / Credit Cards	09-Target-Index Cards and Pens-Young Women's Leadership Summit		12/22/2023	12.06
		Account 52420 - Other Supplies Totals	Invoice 2	\$165.32
			Transactions	
Account 53990 - Other Services and Charges				
3560 - First Financial Bank / Credit Cards	09-Safe and Civil City Jotform-November 2023-Act 2		12/22/2023	19.00
		Account 53990 - Other Services and Charges Totals	Invoice 1	\$19.00
			Transactions	
		Program 090016 - Com Serv - Safe & Civil Totals	Invoice 3	\$184.32
			Transactions	
		Department 09 - CFRD Totals	Invoice 4	\$246.22
			Transactions	
		Fund 312 - Community Services Totals	Invoice 4	\$246.22
			Transactions	
Fund 401 - Non-Reverting Telecom (S1146)				
Department 25 - Telecommunications				



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Program **254000 - Infrastructure**

Account **53640 - Hardware and Software Maintenance**

902 - Indiana Underground Plant Protection Service, INC	28- 811 Line Location Services November 2023	12/22/2023	304.95
13482 - Northern Lights Locating & Inspection, INC	25 - BDU Line Locates Nov 2023	12/22/2023	2,500.00
Account 53640 - Hardware and Software Maintenance Totals		Invoice 2 Transactions	<u>\$2,804.95</u>
Program 254000 - Infrastructure Totals		Invoice 2 Transactions	<u>\$2,804.95</u>

Program **256000 - Services**

Account **53150 - Communications Contract**

4170 - Comcast Cable Communications, INC	25 - Comcast Internet - 401 N Morton-December 2023	12/13/2023	213.40
4170 - Comcast Cable Communications, INC	25-Internet-627 N Morton-11/17-12/16/2023	12/13/2023	278.40
4170 - Comcast Cable Communications, INC	28 - 3550 N. Kinser Cascades Clubhouse-11/27-12/26/23	12/13/2023	110.35
4170 - Comcast Cable Communications, INC	28-3940 N Kinser Pike-business serv./equip chgs-12/21-01/20/24	12/13/2023	169.87
4170 - Comcast Cable Communications, INC	28-3940 N Kinser Pike-business serv./equip chgs-11/21-12/20/23	12/13/2023	169.87
12283 - Smithville Communications	28-401 N Morton-Internet /telecom hotel-Dec 2023-inc temp F	12/13/2023	4,589.27
Account 53150 - Communications Contract Totals		Invoice 6 Transactions	<u>\$5,531.16</u>

Account **54450 - Equipment**

6222 - Apple, INC	25 -MacBook MBP 14 SL plus Apple Care	12/22/2023	2,782.00
Account 54450 - Equipment Totals		Invoice 1 Transactions	<u>\$2,782.00</u>
Program 256000 - Services Totals		Invoice 7 Transactions	<u>\$8,313.16</u>
Department 25 - Telecommunications Totals		Invoice 9 Transactions	<u>\$11,118.11</u>
Fund 401 - Non-Reverting Telecom (S1146) Totals		Invoice 9 Transactions	<u>\$11,118.11</u>



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Fund 450 - Local Road and Street(S0706)

Department **20 - Street**

Program **200000 - Main**

Account **53520 - Street Lights / Traffic Signals**

4186 - Carrier & Gable, INC	20-16" LED PED for traffic signals 11/28/23	12/22/2023	1,600.00
223 - Duke Energy	02-3rd/5th/Adams traffic signal-elec chgs 10/25/23-11/22/23	12/13/2023	47.28
223 - Duke Energy	02-Rogers Rd Sidepath-elec chgs 10/18-11/15/23	12/13/2023	9.06
223 - Duke Energy	20-Monthly Energy & Maint 1301 N Kinser Pike 10/24/23-11/21/23	12/13/2023	54.06
223 - Duke Energy	02-Street Light (Misc Lights)-10/21/23-11/20/23	12/13/2023	199.01
Account 53520 - Street Lights / Traffic Signals Totals		Invoice 5	<hr/> \$1,909.41
		Transactions	
Program 200000 - Main Totals		Invoice 5	<hr/> \$1,909.41
		Transactions	
Department 20 - Street Totals		Invoice 5	<hr/> \$1,909.41
		Transactions	
Fund 450 - Local Road and Street(S0706) Totals		Invoice 5	<hr/> \$1,909.41
		Transactions	

Fund 451 - Motor Vehicle Highway(S0708)

Department **20 - Street**

Program **200000 - Main**

Account **52210 - Institutional Supplies**

313 - Fastenal Company	20-Air Hammer w/ Chisels	12/22/2023	122.66
313 - Fastenal Company	20-Misc Safety Supplies for crews 11/28/23	12/22/2023	283.81
313 - Fastenal Company	20-Safety Supplies for crews	12/22/2023	169.72
1548 - Safety Shoe Distributors, INC	20-WInter Clothing Allowance for Street Employees-11/14/23	12/22/2023	2,065.86



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1548 - Safety Shoe Distributors, INC	20-Winter Clothing Allowance for Street Employees-11/14/23	12/22/2023	1,080.86
	Account 52210 - Institutional Supplies Totals	Invoice 5 Transactions	<u>\$3,722.91</u>
Account 52340 - Other Repairs and Maintenance			
294 - All-Phase Electric Supply, INC	20-600V Multimeter for signals	12/22/2023	31.98
	Account 52340 - Other Repairs and Maintenance Totals	Invoice 1 Transactions	<u>\$31.98</u>
Account 52420 - Other Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	20-Logitech Wireless Mouse for Morris	12/22/2023	27.99
50594 - Barry Company, INC	20-Ball valve, adaptors, bushing supplies for brine machine	12/22/2023	28.80
409 - Black Lumber Co. INC	20-(4) PB Blaster 3/16" aluminum, utility brush, (2) straw spray	12/22/2023	57.38
409 - Black Lumber Co. INC	20-(4) oil dry for stock spills	12/22/2023	51.96
409 - Black Lumber Co. INC	20-Credit Return for Oil Dry (559376)	12/22/2023	(12.99)
409 - Black Lumber Co. INC	20-10PK N95 Mask valved	12/22/2023	19.99
409 - Black Lumber Co. INC	20-Freud 9", 12" groove joint and 8" slip joint for snow trucks	12/22/2023	34.97
409 - Black Lumber Co. INC	20-DIB Assort 99 PC wire terminal kit, 3/4 x 20 electric tape	12/22/2023	19.48
455 - Industrial Service & Supply, INC	20-Reducer for hydrant meter on brine operations	12/22/2023	53.34
455 - Industrial Service & Supply, INC	20-Cam & Grove Coupling for brine machine	12/22/2023	20.55
455 - Industrial Service & Supply, INC	20-HD PVC Disc hose, S/S Clamp, camlock for brine machine	12/22/2023	215.96
4574 - John Deere Financial f.s.b. (Rural King)	20-Booster Clamp & Cable for Street Supervisors	12/22/2023	79.96
4574 - John Deere Financial f.s.b. (Rural King)	20-Ratchet sets for salt box straps	12/22/2023	89.97
336 - Southside Rental Center, INC	20-Propane for paving crew (tac machine)	12/22/2023	49.98
351 - Young Trucking, INC	20-Top Soil for Sidewalk Projects-11/29/23	12/22/2023	400.00



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		Account 52420 - Other Supplies Totals	Invoice 15 Transactions	\$1,137.34
Account 53130 - Medical				
231 - IU Health OCC Health Services	20-DS DOT 5 Panel E Screen-J. Robinson-11/14/23		12/22/2023	50.00
231 - IU Health OCC Health Services	20-DS DOT 5 Panel E Screen-D. Donovan-11/21/23		12/22/2023	50.00
		Account 53130 - Medical Totals	Invoice 2 Transactions	\$100.00
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/23-Inv. 287289748780X11192023		12/13/2023	167.04
1079 - AT&T	28-CH/off site fac-long distance chgs 10/09/2023-BAN #849494015		12/13/2023	6.73
1079 - AT&T	28-CH/off site fac-long distance chgs 11/09/2023-BAN #849494015		12/13/2023	11.82
13969 - AT&T Mobility II, LLC	06- cell phone chgs 10/12/23-11/11/23-Inv. 287297421132X11192023			130.22
		Account 53210 - Telephone Totals	Invoice 4 Transactions	\$315.81
Account 53250 - Pagers				
332 - Indiana Paging Network, INC	20-Pagers for Snow Control Crews January 2024		12/22/2023	111.48
		Account 53250 - Pagers Totals	Invoice 1 Transactions	\$111.48
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	20-Traffic Bldg-water/sewer bill-November 2023			40.73
208 - City Of Bloomington Utilities	20-Street Dept-water/sewer bill-November 2023			274.09
208 - City Of Bloomington Utilities	20-Street Dept-fire hydrant-water/sewer bill-November 2023			44.47
		Account 53530 - Water and Sewer Totals	Invoice 3 Transactions	\$359.29
Account 53610 - Building Repairs				
321 - Harrell Fish, INC (HFI)	20-SA - Sloan valve repair in restroom	BC 2022-115	12/22/2023	282.33



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392 - Koorsen Fire & Security, INC	20- Fire Extinguisher Inspection Service Plan	BC 2022-092	12/22/2023	75.00
Account 53610 - Building Repairs Totals		Invoice 2		<u>\$357.33</u>
		Transactions		
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-11/22/23		12/22/2023	8.35
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-11/22/23		12/22/2023	38.47
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-11/29/23		12/22/2023	8.35
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-11/29/23		12/22/2023	38.47
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-12/6/23		12/22/2023	8.34
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-12/6/23		12/22/2023	38.47
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 6		<u>\$140.45</u>
		Transactions		
Account 53950 - Landfill				
6152 - K&S Rolloff, INC	20-Rolloff Services for sweeper debris 10/12/23		12/22/2023	250.00
6152 - K&S Rolloff, INC	20-Landfill Hauling Fees for sweeper dumps 12/07/23		12/22/2023	250.00
Account 53950 - Landfill Totals		Invoice 2		<u>\$500.00</u>
		Transactions		
Account 53990 - Other Services and Charges				
902 - Indiana Underground Plant Protection Service, INC	20-Line Locate Services for 2023 November		12/22/2023	621.30
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-11/15/23		12/22/2023	200.00
Account 53990 - Other Services and Charges Totals		Invoice 2		<u>\$821.30</u>
		Transactions		
Program 200000 - Main Totals		Invoice 43		<u>\$7,597.89</u>
		Transactions		
Department 20 - Street Totals		Invoice 43		<u>\$7,597.89</u>
		Transactions		
Fund 451 - Motor Vehicle Highway(S0708) Totals		Invoice 43		<u>\$7,597.89</u>
		Transactions		



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Fund **452 - Parking Facilities(S9502)**

Department **26 - Parking**

Program **260000 - Main**

Account **52310 - Building Materials and Supplies**

8658 - Kleindorfer's Hardware LLC	26-Hex key	12/22/2023	4.59
8658 - Kleindorfer's Hardware LLC	26-Bolts for gate arms, anti-seige for trades pat bolts	12/22/2023	44.37
8658 - Kleindorfer's Hardware LLC	26-Padlock for trades HVAC cage fencing	12/22/2023	12.59
8658 - Kleindorfer's Hardware LLC	26-Bolts and washers for gate arms	12/22/2023	6.10
Account 52310 - Building Materials and Supplies Totals			
		Invoice 4	\$67.65
		Transactions	

Account **52420 - Other Supplies**

293 - J&S Locksmith Shop, INC	26-premix fuel for leaf blowers and vacuum	12/22/2023	41.00
293 - J&S Locksmith Shop, INC	26-extra keys made for trades storage (5)	12/22/2023	17.50
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	26-windmaster inserts signs for rate change	12/22/2023	342.49
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	26-windmaster insert sign for holiday hours	12/22/2023	342.49
4964 - The Toledo Ticket Co	26-spitter entry tickets for all garages	12/22/2023	4,557.74
Account 52420 - Other Supplies Totals			
		Invoice 5	\$5,301.22
		Transactions	

Account **52430 - Uniforms and Tools**

3588 - Cintas Corporation (Cintas #529 EFT Vendor)	26-new uniforms for garage staff-10/26/23	12/22/2023	125.93
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	26-new uniforms for garage staff-2 jackets-10/24/23	12/22/2023	119.98
Account 52430 - Uniforms and Tools Totals			
		Invoice 2	\$245.91
		Transactions	

Account **53210 - Telephone**



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13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/23-Inv. 287289748780X11192023		12/13/2023	83.52
1079 - AT&T	28-CH/off site fac-long distance chgs 10/09/2023-BAN #849494015		12/13/2023	8.19
1079 - AT&T	28-CH/off site fac-long distance chgs 11/09/2023-BAN #849494015		12/13/2023	9.92
13969 - AT&T Mobility II, LLC	06- cell phone chgs 10/12/23-11/11/23-Inv. 287297421132X11192023			41.00
	Account 53210 - Telephone Totals	Invoice 4		\$142.63
		Transactions		
Account 53510 - Electrical Services				
223 - Duke Energy	15-Trades Garage-489 W. 10th-elec chgs 10/21/23-11/20/23		12/13/2023	813.86
223 - Duke Energy	26-4th St Garage-elec chgs 10/27-11/28/23		12/13/2023	1,574.64
	Account 53510 - Electrical Services Totals	Invoice 2		\$2,388.50
		Transactions		
Account 53540 - Natural Gas				
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	15-489 W. 10th St-Unit #1-gas bill 11/01/23-11/30/23			168.93
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	26-Trades Garage-489 W. 10th-gas bill 11/01/23-11/30/23			48.77
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	26-4th St Garage-105 W. 4th St-gas bill 11/01/23-11/30/23			48.77
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	15-489 W. 10th St-Unit #2-gas bill 11/01/23-11/30/23			237.70
	Account 53540 - Natural Gas Totals	Invoice 4		\$504.17
		Transactions		
Account 53610 - Building Repairs				
3397 - Evens Time, INC	26-Walnut St Garage-BNR jam from cassette going out- 12/1/23		12/22/2023	543.07
3397 - Evens Time, INC	26-Walnut St Garage-customer drove into gate arm-4/28/23		12/22/2023	387.99
393 - Kone INC	26-Walnut St Garage-Maintenance Period-Dec 2023	BC 2023-004	12/22/2023	207.87
393 - Kone INC	26-4th St Garage-elevator down-governor switch tripped- 10/30/23	BC 2023-004	12/22/2023	359.31
393 - Kone INC	26-Morton St Garage-passenger elevator not working- 9/25/23	BC 2023-004	12/22/2023	903.99



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393 - Kone INC	26-Morton St Garage-elevator down due to jumping in cab-10/28/23	BC 2023-004	12/22/2023	323.89
393 - Kone INC	26-4th St-elevator phone chk due to intermittent issues-11/14/23	BC 2023-004	12/22/2023	1,021.87
393 - Kone INC	26-4th St Garage-elevator down due to jumping-10/28/23	BC 2023-004	12/22/2023	2,473.08
393 - Kone INC	26-Morton St Garage-Maintenance Period-Dec 2023	BC 2023-004	12/22/2023	456.54
393 - Kone INC	26-Trades District Garage elevator maintenance for Dec 2023	BC 2023-004	12/22/2023	913.08
393 - Kone INC	26-4th St Garage-Maintenance Period-Dec 2023	BC 2023-004	12/22/2023	913.08
392 - Koorsen Fire & Security, INC	26-Trades District Garage- phone maintenance inspection	BC 2022-092	12/22/2023	277.95
392 - Koorsen Fire & Security, INC	26-Walnut St Garage-phone monitoring inspection	BC 2022-092	12/22/2023	277.95
392 - Koorsen Fire & Security, INC	26-4th St Garage-phone monitoring inspection	BC 2022-092	12/22/2023	277.95
392 - Koorsen Fire & Security, INC	26-Morton St Garage annual fire alarm test and inspection	BC 2022-092	12/22/2023	214.75
392 - Koorsen Fire & Security, INC	26-4th St Garage-fire alarm cell/base monitoring-12/1/23-2/29/24	BC 2022-092	12/22/2023	150.00
8749 - Parksco LLC	26-Morton St Garage-tension wire repair		12/22/2023	4,200.00
8934 - Sierra Heating and Cooling LLC	26-Trades Garage-HVAC serv & preventative maintenance -11/28/23		12/22/2023	2,120.00
8934 - Sierra Heating and Cooling LLC	26-4th St Garage-HVAC service and preventative maint-11/28/23		12/22/2023	1,880.00
3980 - Robert Wyatt Thrasher III (Thrasher Landscape, INC)	26-4th St Garage-Maintenance - 9/26/23		12/22/2023	360.00
Account 53610 - Building Repairs Totals			Invoice 20 Transactions	\$18,262.37
Account 53840 - Lease Payments				
512 - 7th & Walnut , LLC	26-Walnut St Garage- January 2024 garage rent		12/22/2023	17,824.79
3887 - Mercury Development Group, LLC	26-Morton St Garage-January 2024 garage rent		12/22/2023	38,035.85
Account 53840 - Lease Payments Totals			Invoice 2 Transactions	\$55,860.64
Program 260000 - Main Totals			Invoice 43 Transactions	\$82,773.09



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Department 26 - Parking Totals	Invoice 43	\$82,773.09
	Transactions	
Fund 452 - Parking Facilities(S9502) Totals	Invoice 43	\$82,773.09
	Transactions	

Fund **454 - Alternative Transport(S6301)**

Department **05 - Common Council**

Program **050000 - Main**

Account **54310 - Improvements Other Than Building**

10 - Bledsoe Riggert Cooper & James INC	07-Smith Sidewalks-College Ave & Walnut St-100% complete	BC 2020-50	12/22/2023	800.00
10 - Bledsoe Riggert Cooper & James INC	07-Liberty Sidewalk 100% complete	BC 2022-069	12/22/2023	1,368.00

Account 54310 - Improvements Other Than Building Totals	Invoice 2	\$2,168.00
	Transactions	
Program 050000 - Main Totals	Invoice 2	\$2,168.00
	Transactions	
Department 05 - Common Council Totals	Invoice 2	\$2,168.00
	Transactions	

Department **26 - Parking**

Program **260000 - Main**

Account **52430 - Uniforms and Tools**

4489 - J.L. Waters & Company, INC	26-safety shoes-J Miles (10)-2/10/23		12/22/2023	100.00
53163 - Warm Hugs LLC (My Sports Locker)	26-hooded sweatshirts for parking officers (20)		12/22/2023	150.00

Account 52430 - Uniforms and Tools Totals	Invoice 2	\$250.00
	Transactions	

Account **53310 - Printing**

53125 - Mr. Copy, INC	26-plastic squares for neighborhood parking permits		12/22/2023	436.86
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Account 53310 - Printing Totals	Invoice 1	\$436.86
	Transactions	
Program 260000 - Main Totals	Invoice 3	\$686.86
	Transactions	



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Department 26 - Parking Totals		Invoice 3	\$686.86
Fund 454 - Alternative Transport(S6301) Totals		Transactions	
		Invoice 5	\$2,854.86
		Transactions	
Fund 455 - Parking Meter Fund(S2141)			
Department 26 - Parking			
Program 260000 - Main			
Account 52340 - Other Repairs and Maintenance			
4264 - IPS Group, INC	26-out of warranty meter repair (53)-11/21/23	12/22/2023	5,957.20
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	26-ADA sign removal, install Park Mobile signs in ada spaces	12/22/2023	835.00
6688 - SSW Enterprises, LLC (Office Pride)	26-4th St Garage cleaning service 3x a week-12/1/23	12/22/2023	487.00
Account 52340 - Other Repairs and Maintenance Totals		Invoice 3	\$7,279.20
		Transactions	
Account 52420 - Other Supplies			
3397 - Evens Time, INC	26-forcing rods for gate arm repairs for all garages	12/22/2023	937.73
8658 - Kleindorfer's Hardware LLC	26-Batteries for paper towel dispenser in parking services bathr	12/22/2023	10.49
6530 - Office Depot, INC	26-rubber bands for parking services office	12/22/2023	6.34
6530 - Office Depot, INC	26-markers and finger grips for parking services office	12/22/2023	42.61
8002 - Safeguard Business Systems, INC	26-signs for contractor and special event postings	12/22/2023	4,107.50
Account 52420 - Other Supplies Totals		Invoice 5	\$5,104.67
		Transactions	
Account 52430 - Uniforms and Tools			
53163 - Warm Hugs LLC (My Sports Locker)	26-hooded sweatshirts for parking officers (20)	12/22/2023	750.00
Account 52430 - Uniforms and Tools Totals		Invoice 1	\$750.00
		Transactions	
Account 53210 - Telephone			



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13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/23-Inv. 287289748780X11192023	12/13/2023	980.56
13969 - AT&T Mobility II, LLC	06- cell phone chgs 10/12/23-11/11/23-Inv. 287297421132X11192023		123.00
	Account 53210 - Telephone Totals	Invoice 2	<hr/> \$1,103.56
		Transactions	
Account 53220 - Postage			
933 - United States Postal Service	26-postage for Pkg Services- 01/01/23-12/06/23	12/22/2023	12,604.42
	Account 53220 - Postage Totals	Invoice 1	<hr/> \$12,604.42
		Transactions	
Account 53310 - Printing			
53984 - Dri-Stick Decal Corp. (Rydin Decal)	26-permits for employees and garages (486)	12/22/2023	1,346.44
	Account 53310 - Printing Totals	Invoice 1	<hr/> \$1,346.44
		Transactions	
Account 53640 - Hardware and Software Maintenance			
54432 - T2 Systems, INC	26-ROVR hits for November 2023	12/22/2023	2,111.85
	Account 53640 - Hardware and Software Maintenance Totals	Invoice 1	<hr/> \$2,111.85
		Transactions	
	Program 260000 - Main Totals	Invoice 14	<hr/> \$30,300.14
		Transactions	
	Department 26 - Parking Totals	Invoice 14	<hr/> \$30,300.14
		Transactions	
	Fund 455 - Parking Meter Fund(S2141) Totals	Invoice 14	<hr/> \$30,300.14
		Transactions	
Fund 456 - MVH Restricted			
Department 20 - Street			
Program 200000 - Main			
Account 52330 - Street , Alley, and Sewer Material			
5149 - E&B Paving, INC	20-Tac oil for asphalt paving	BC 2023-009A 12/22/2023	964.70
	Account 52330 - Street , Alley, and Sewer Material Totals	Invoice 1	<hr/> \$964.70
		Transactions	



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Account 53730 - Machinery and Equipment Rental

351 - Young Trucking, INC	20-Truck & Trailer for moving paving equipment 11/6/23	12/22/2023	531.25	
351 - Young Trucking, INC	20-Truck & Trailer for moving paving equipment 11/16/23	12/22/2023	500.00	
Account 53730 - Machinery and Equipment Rental Totals			Invoice 2	<hr/> \$1,031.25
			Transactions	
Program 200000 - Main Totals			Invoice 3	<hr/> \$1,995.95
			Transactions	
Department 20 - Street Totals			Invoice 3	<hr/> \$1,995.95
			Transactions	
Fund 456 - MVH Restricted Totals			Invoice 3	<hr/> \$1,995.95
			Transactions	

Fund 600 - Cumulative Cap Imprv(CIG)(S2379)

Department 02 - Public Works

Program 020000 - Main

Account 52330 - Street , Alley, and Sewer Material

11243 - Core & Main, LP	20-8 ADA Plates for sidewalk ramps (steel)	12/22/2023	1,600.00
11243 - Core & Main, LP	20-ADA plates for sidewalk ramps 11/29/23	12/22/2023	4,587.45
5149 - E&B Paving, INC	20-Asphalt for patching Millstone 11/01/23	BC 2023-009A 12/22/2023	239.70
5149 - E&B Paving, INC	20-Asphalt for patching 11/14/23	BC 2023-009A 12/22/2023	183.26
5149 - E&B Paving, INC	20- Asphalt for Paving 11/15/23	BC 2023-009A 12/22/2023	254.66
5149 - E&B Paving, INC	20-20-Asphalt for patching 11/16/23	BC 2023-009A 12/22/2023	188.02
5149 - E&B Paving, INC	20-Asphalt for patching 11/27/23	BC 2023-009A 12/22/2023	372.47
5149 - E&B Paving, INC	20-Asphalt for patching 11/22/23	BC 2023-009A 12/22/2023	321.90
5149 - E&B Paving, INC	20-Asphalt for patching 11/29/23	BC 2023-009A 12/22/2023	381.40
5149 - E&B Paving, INC	20-Asphalt for patching 11/28/23	BC 2023-009A 12/22/2023	371.28



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5149 - E&B Paving, INC	20-Asphalt for patching 11/30/23	BC 2023-009A	12/22/2023	248.12
334 - Irving Materials, INC	20-Concrete Materials class A stone-1819 E. Wexley Rd	BC 2023-008	12/22/2023	740.00
334 - Irving Materials, INC	20-Concrete Materials class A stone-1715 E. Wexley Rd	BC 2023-008	12/22/2023	733.50
334 - Irving Materials, INC	20-Concrete Materials class A stone-2818 E. Wexley Rd	BC 2023-008	12/22/2023	638.00

Account 52330 - Street , Alley, and Sewer Material Totals	Invoice 14	\$10,859.76
	Transactions	
Program 020000 - Main Totals	Invoice 14	\$10,859.76
	Transactions	
Department 02 - Public Works Totals	Invoice 14	\$10,859.76
	Transactions	
Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals	Invoice 14	\$10,859.76
	Transactions	

Fund **601 - Cumulative Capital Devlp(S2391)**

Department **02 - Public Works**

Program **020000 - Main**

Account **52330 - Street , Alley, and Sewer Material**

5149 - E&B Paving, INC	20-Credit for Asphalt Millings (June-B)	BC 2023-009A	12/22/2023	(73.32)
5149 - E&B Paving, INC	20-Credit for Asphalt Millings (August-B)	BC 2023-009A	12/22/2023	(572.10)
5149 - E&B Paving, INC	20-Tac oil for paving	BC 2023-009A	12/22/2023	1,258.80
5149 - E&B Paving, INC	20- Asphalt for Paving S. Mill Stone Way & S Mill Stone Ct	BC 2023-009A	12/22/2023	15,035.06
5149 - E&B Paving, INC	11/2 20- Asphalt for Paving Weymouth Lane 11/13/24 & 11/14/23	BC 2023-009A	12/22/2023	2,482.75
19278 - Milestone Contractors, LP	20-Asphalt for patching 8th St Alley 11/20/23	BC 2023-009B	12/22/2023	195.14

Account 52330 - Street , Alley, and Sewer Material Totals	Invoice 6	\$18,326.33
	Transactions	

Account **53990 - Other Services and Charges**

290 - James H Drew, Corporation	20-Guard rail repairs @ various locations	BC 2020-21	12/22/2023	19,912.50
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Account 53990 - Other Services and Charges Totals	Invoice 1	\$19,912.50
	Transactions	
Program 020000 - Main Totals	Invoice 7	\$38,238.83
	Transactions	
Department 02 - Public Works Totals	Invoice 7	\$38,238.83
	Transactions	

Department **07 - Engineering**

Program **070000 - Main**

Account **54310 - Improvements Other Than Building**

10 - Bledsoe Riggert Cooper & James INC	07-Moores/SE Trail (PE) 95% complete	BC 2022-137	12/22/2023	1,506.00
5999 - The Etica Group, INC	07-Greenways, Eagle Ridge (remainder of contract funds)- Oct 2023	BC 2022-135	12/22/2023	1,392.05
	Account 54310 - Improvements Other Than Building Totals		Invoice 2	\$2,898.05
			Transactions	
	Program 070000 - Main Totals		Invoice 2	\$2,898.05
			Transactions	
	Department 07 - Engineering Totals		Invoice 2	\$2,898.05
			Transactions	
	Fund 601 - Cumulative Capital Devlp(S2391) Totals		Invoice 9	\$41,136.88
			Transactions	

Fund **730 - Solid Waste (S6401)**

Department **16 - Sanitation**

Program **160000 - Main**

Account **52230 - Garage and Motor Supplies**

8658 - Kleindorfer's Hardware LLC	16-CLR for the cart washing machine		12/22/2023	63.98
	Account 52230 - Garage and Motor Supplies Totals		Invoice 1	\$63.98
			Transactions	

Account **53150 - Communications Contract**

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-radio service for trucks -December 2023		12/22/2023	572.05
	Account 53150 - Communications Contract Totals		Invoice 1	\$572.05
			Transactions	



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Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/23-Inv. 287289748780X11192023	12/13/2023	41.76
1079 - AT&T	28-CH/off site fac-long distance chgs 10/09/2023-BAN #849494015	12/13/2023	11.09
1079 - AT&T	28-CH/off site fac-long distance chgs 11/09/2023-BAN #849494015	12/13/2023	11.24
13969 - AT&T Mobility II, LLC	06- cell phone chgs 10/12/23-11/11/23-Inv. 287297421132X11192023		419.36
Account 53210 - Telephone Totals		Invoice 4 Transactions	\$483.45

Account 53540 - Natural Gas

222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	16-Sanitation-gas bill 11/02/23-12/01/23		212.79
Account 53540 - Natural Gas Totals		Invoice 1 Transactions	\$212.79

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-11/22/23	12/22/2023	7.97
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service -11/22/23	12/22/2023	26.76
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-12/6/23	12/22/2023	7.97
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service -12/6/23	12/22/2023	26.76
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 4 Transactions	\$69.46

Account 53950 - Landfill

52226 - Hoosier Transfer Station-3140	20-recycling disposal fees- 11/1-11/15/23	12/22/2023	2,764.01
52226 - Hoosier Transfer Station-3140	16- trash disposal fees- 11/16-11/30/23	12/22/2023	16,423.57
52226 - Hoosier Transfer Station-3140	16-recycling disposal fees-11/16-11/30/23	12/22/2023	2,680.10
52226 - Hoosier Transfer Station-3140	16-trash disposal fees- 11/1-11/15/23	12/22/2023	16,435.16
Account 53950 - Landfill Totals		Invoice 4 Transactions	\$38,302.84



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Program 160000 - Main Totals	Invoice 15	\$39,704.57
	Transactions	
Department 16 - Sanitation Totals	Invoice 15	\$39,704.57
	Transactions	
Fund 730 - Solid Waste (S6401) Totals	Invoice 15	\$39,704.57
	Transactions	

Fund **800 - Risk Management(S0203)**

Department **10 - Legal**

Program **100000 - Main**

Account **52430 - Uniforms and Tools**

1548 - Safety Shoe Distributors, INC	10-winter clothing S. Cook	12/22/2023	93.97
1548 - Safety Shoe Distributors, INC	10-winter clothing-various employees-11/14/23	12/22/2023	1,381.80
1548 - Safety Shoe Distributors, INC	10-winter clothing, S. Sturrock, A. Robertson, J. Hazel, L. Elli	12/22/2023	693.92
1548 - Safety Shoe Distributors, INC	10-winter clothing R. Carter, B. Porter	12/22/2023	349.93
1548 - Safety Shoe Distributors, INC	10-winter clothing-various employees-11/14/23	12/22/2023	1,403.84
1548 - Safety Shoe Distributors, INC	10-winter clothing Hartsburg, McKinney, Mayfield	12/22/2023	288.95
1448 - Shoe Carnival, INC	10-safety shoes-Goeker (11.5)-11/18/23	12/22/2023	100.00

Account 52430 - Uniforms and Tools Totals	Invoice 7	\$4,312.41
	Transactions	

Account **53130 - Medical**

6324 - Randy Hitchcox	10-reimb for CDL physical-12/1/23	12/22/2023	100.00
8524 - Brent Veatch	10-reimb for CDL physical-12/1/23	12/22/2023	100.00

Account 53130 - Medical Totals	Invoice 2	\$200.00
	Transactions	

Account **53990 - Other Services and Charges**

204 - State Of Indiana	10-Driver's license lookup (1)-10/31/23	12/22/2023	15.00
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204 - State Of Indiana	10-drivers lic search (21)-11/30/23	12/22/2023	20.00
	Account 53990 - Other Services and Charges Totals	Invoice 2	<u>\$35.00</u>
		Transactions	
	Program 100000 - Main Totals	Invoice 11	<u>\$4,547.41</u>
		Transactions	
	Department 10 - Legal Totals	Invoice 11	<u>\$4,547.41</u>
		Transactions	
	Fund 800 - Risk Management(S0203) Totals	Invoice 11	<u>\$4,547.41</u>
		Transactions	
Fund 801 - Health Insurance Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
3977 - Cigna Health & Life Insurance Company	12-November (3269054) & December 2023 Cigna Dent/Vision	12/22/2023	5,070.67
18539 - Life Insurance Company Of North America	12-December 2023, Bill Ref # 103094_12012023	12/22/2023	3,894.00
8609 - LoCascio Hadden & Dennis, LLC (LHD Benefit Advisor)	12-near-site employer clinic support - December 2026	12/22/2023	2,600.00
17785 - The Howard E. Nyhart Company, INC	12- Nyhart ER Cont \$163.10	12/12/2023	163.10
17785 - The Howard E. Nyhart Company, INC	12-December Wellness Reimbursements \$6,813.35	12/14/2023	6,813.35
	Account 53990 - Other Services and Charges Totals	Invoice 5	<u>\$18,541.12</u>
		Transactions	
Account 53990.1278 - Other Services and Charges Disability LTD			
18539 - Life Insurance Company Of North America	12-December 2023, Bill Ref # 103094_12012023	12/22/2023	9,919.08
	Account 53990.1278 - Other Services and Charges Disability LTD Totals	Invoice 1	<u>\$9,919.08</u>
		Transactions	
	Program 120000 - Main Totals	Invoice 6	<u>\$28,460.20</u>
		Transactions	
	Department 12 - Human Resources Totals	Invoice 6	<u>\$28,460.20</u>
		Transactions	
	Fund 801 - Health Insurance Trust Totals	Invoice 6	<u>\$28,460.20</u>
		Transactions	



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Fund **802 - Fleet Maintenance(S9500)**

Department **17 - Fleet Maintenance**

Program **170000 - Main**

Account **52230 - Garage and Motor Supplies**

50605 - Bauer Built, INC	17 - (8) Firehawk 245/55R18 tires for stock	12/22/2023	1,221.60
50605 - Bauer Built, INC	17 - (8) 315/80R225 tires mount & dismount labor	12/22/2023	8,813.28
4693 - Monroe County Tire & Supply, INC	17 - (2) Deestone D268 tires for 824	12/22/2023	130.50
4693 - Monroe County Tire & Supply, INC	17 -(2) ST235/85R16 UN203 Tires for 719	12/22/2023	270.50
4693 - Monroe County Tire & Supply, INC	17 - (2) goodyear Wrangler AT ADV LT245/75R17	12/22/2023	346.50
4693 - Monroe County Tire & Supply, INC	17 - (4) Duro HF244 23X10-14 Tires for 825	12/22/2023	381.00
4693 - Monroe County Tire & Supply, INC	17 -(4) Firestone transforce LT265/70R17 tire for 441	12/22/2023	595.16
4693 - Monroe County Tire & Supply, INC	17 - (4) ea of Firestone FHawk Pursuit 103W & 108V for stock	12/22/2023	1,257.08
4693 - Monroe County Tire & Supply, INC	17 -(36) Firestone FHawk Pursuit P245/55R18 Tires for inventory	12/22/2023	6,827.40
4693 - Monroe County Tire & Supply, INC	17 - (1) UN203 tire for 577	12/22/2023	120.25
4693 - Monroe County Tire & Supply, INC	17 - (37) F'stone firehawk Pursuit tires for stock	12/22/2023	4,610.94
Account 52230 - Garage and Motor Supplies Totals		Invoice 11 Transactions	\$24,574.21

Account **52240 - Fuel and Oil**

613 - Hoosier Penn Oil Company, INC	17 - Heavy duty transmission & windshield fluid & Hand cleaner	12/22/2023	2,266.94
7854 - Premier AG CO-OP, INC (Premier Energy)	17-87 Regular fuel (8,576 gallons)-12/4/23	BC 2022-109D 12/22/2023	24,711.74
2096 - West Side Tractor Sales CO.	17 - 55 gal of Hydraulic oil for stock	12/22/2023	1,538.80
Account 52240 - Fuel and Oil Totals		Invoice 3 Transactions	\$28,517.48



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Account **52320 - Motor Vehicle Repair**

244 - Bloomington Ford, INC	17 - Switch Assembly for 874	12/22/2023	60.41
244 - Bloomington Ford, INC	17 - oil change and multi-point insp. from outside service - 639	12/22/2023	52.25
941 - Central Indiana Truck Equipment Corporation	17 - #961 Repaired the drive shaft, and labor for repairs	12/22/2023	7,545.45
941 - Central Indiana Truck Equipment Corporation	17 - replace lift with fen-x lift and labor to repair unit 961	12/22/2023	17,351.70
5792 - Clark Truck Equipment Co., INC	17 - #828 salt spreader	12/22/2023	296.00
594 - Curry Auto Center, INC	17 - N-Hinge for 831	12/22/2023	45.66
594 - Curry Auto Center, INC	17 - SL-N-Seal & (2) SL-N-Gasket for 251	12/22/2023	90.59
594 - Curry Auto Center, INC	17- credit for returned N-converters(2) & SL-N-SEAL	12/22/2023	(607.08)
594 - Curry Auto Center, INC	17 - steering/suspension and labor to repair unit #573	12/22/2023	6,297.77
8665 - Effingham Crossroads Truck Equipment INC	17 - #395, AD-9 Soft Seat Purgevalve	12/22/2023	27.17
8665 - Effingham Crossroads Truck Equipment INC	17 - #441 Dot AB male fitting	12/22/2023	32.24
8665 - Effingham Crossroads Truck Equipment INC	17 - #439 brake drum - Air	12/22/2023	433.16
796 - Interstate Battery System of Bloomington, INC	17 - (8) 31-MHD batteries for stock	12/22/2023	985.28
11672 - Jack Doheny Companies, INC	17 - #467 coolant level probe	12/22/2023	33.62
11672 - Jack Doheny Companies, INC	17 - #464 various parts calipers, conveyor, and deflect	12/22/2023	11,287.23
5168 - Jasper Engine Exchange, INC	17 - #419 rebuilt transmission	12/22/2023	3,968.00
4439 - JX Enterprises, INC	17 - Washer Sealing for 431	12/22/2023	7.58
4439 - JX Enterprises, INC	17 - 9.5"x24" (3 top ports) & 9.5"X33" Air tanks for 4241	12/22/2023	615.99
4439 - JX Enterprises, INC	17 - Washer sealing for 431	12/22/2023	6.20
4439 - JX Enterprises, INC	17 - Alternator for stock	12/22/2023	219.99



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4439 - JX Enterprises, INC	17 - 9.5"x24" (3 top ports) Air tank for 4241	12/22/2023	1,049.98
2974 - MacAllister Machinery Co, INC	17 - #646 parts and labor for repair	12/22/2023	1,519.53
7308 - MacQueen Equipment, LLC	17 - #331 switch and tie rod ends	12/22/2023	434.82
7308 - MacQueen Equipment, LLC	17 - #331 tie rod ends	12/22/2023	1,060.58
7308 - MacQueen Equipment, LLC	17-credit-returned Left & right Tie Rod End-Inv P24757	12/22/2023	(174.24)
19681 - Southeastern Equipment Co, INC	17 - #598 camera	12/22/2023	470.55
19681 - Southeastern Equipment Co, INC	17 - #597 parts and labor for repairs	12/22/2023	1,497.17
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - various parts for November 2023	12/22/2023	6,098.29
337 - Stansifer Radio Co, INC	17 - Resister- Digikey	12/22/2023	.95
54351 - Sternberg, INC	17 - Gasket kit for 432	12/22/2023	86.11
54351 - Sternberg, INC	17 - Sensor	12/22/2023	110.44
54351 - Sternberg, INC	17 - pump for 439	12/22/2023	165.56
54351 - Sternberg, INC	17- Adjusters	12/22/2023	205.82
54351 - Sternberg, INC	17 - O-ring & Tube assembly for 432	12/22/2023	400.56
54351 - Sternberg, INC	17 - (2) ABS Valve + Core deposit for 441 and inventory	12/22/2023	595.66
54351 - Sternberg, INC	17 - Brakes + core charge for 439 & Drum for inventory - 439	12/22/2023	867.94
54351 - Sternberg, INC	17 - Sensor, gasket, & cooler kit for 432	12/22/2023	1,407.30
54351 - Sternberg, INC	17 - credit for returned parts - Core returned	12/22/2023	(600.00)
54351 - Sternberg, INC	17 - credit for returned parts - Core returned	12/22/2023	(62.50)
582 - Town & Country Chrysler Dodge Jeep, INC	17 - Eng. Oil Tube, exhaust clamp & Transfer Lubricant for 1203	12/22/2023	240.97
950 - Tri-State Bearing Co, INC	17 - #828 seal	12/22/2023	4.77



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622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - (1) ABS Power Distribution module for 598	12/22/2023	168.67
484 - Uebelhor & Sons Chevrolet Cadillac Jasper, INC	17 - #4861 parts and labor for repairs	12/22/2023	168.72
2096 - West Side Tractor Sales CO.	17 - Sensor for 467	12/22/2023	41.20
2096 - West Side Tractor Sales CO.	17 - O-rings, sensors, filter elements, O-rings, Fuel pump-467	12/22/2023	2,366.47
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Hub assembly for P120	12/22/2023	402.03
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - 2 Oil filters for stock	12/22/2023	21.90
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Wire Connectors (4) for stock	12/22/2023	112.88
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Front Axle Shaft for P125	12/22/2023	132.53

Account **52320 - Motor Vehicle Repair** Totals Invoice 49 Transactions \$67,543.87

Account 52420 - Other Supplies

409 - Black Lumber Co. INC	17 - 1/2" insulated staples, 3/4 clamp, electric wire for 248	12/22/2023	62.41
409 - Black Lumber Co. INC	17 - step stool, power cord, ext cord, 8T carbide steel demon	12/22/2023	210.88
8658 - Kleindorfer's Hardware LLC	17 - washers, locknuts	12/22/2023	188.12
8181 - Lawson Products, INC	17 - cable ties, seal rings, flap bands, grinding disc, paint	12/22/2023	786.36
4887 - Mitchell Repair Information Co, LLC	17-Shopkey Gov't TT.NET-3 users/unlim mach	12/22/2023	4,110.36
1548 - Safety Shoe Distributors, INC	17 - winter clothing for staff	12/22/2023	1,197.90
6216 - Terminal Supply, INC	17 - 8 piece vortex drill bits for stock	12/22/2023	399.00
6216 - Terminal Supply, INC	17 - Rocker switch, relay w/resistor, drill bits, straight Union	12/22/2023	297.34

Account **52420 - Other Supplies** Totals Invoice 8 Transactions \$7,252.37

Account 53140 - Exterminator Services

51538 - Economy Termite & Pest Control, INC	17- Pest Control Services @ Fleet - 11/21/2023	BC 2022-105 12/22/2023	95.00
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Account 53140 - Exterminator Services Totals		Invoice 1 Transactions	\$95.00
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/23-Inv. 287289748780X11192023	12/13/2023	84.94
1079 - AT&T	28-CH/off site fac-long distance chgs 10/09/2023-BAN #849494015	12/13/2023	3.89
1079 - AT&T	28-CH/off site fac-long distance chgs 11/09/2023-BAN #849494015	12/13/2023	5.79
Account 53210 - Telephone Totals		Invoice 3 Transactions	\$94.62
Account 53240 - Freight / Other			
11672 - Jack Doheny Companies, INC	17 - #464 freight	12/22/2023	14.00
Account 53240 - Freight / Other Totals		Invoice 1 Transactions	\$14.00
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	17-Fleet Maint-water/sewer bill-November 2023		488.72
Account 53530 - Water and Sewer Totals		Invoice 1 Transactions	\$488.72
Account 53540 - Natural Gas			
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	17-Fleet Maint-gas bill 11/03/23-12/05/23		313.76
Account 53540 - Natural Gas Totals		Invoice 1 Transactions	\$313.76
Account 53620 - Motor Repairs			
4336 - American Eagle Auto Glass of Terre Haute, INC	17 - #848 rear window	12/22/2023	335.00
244 - Bloomington Ford, INC	17 - oil change and multi-point insp. from outside service - 639	12/22/2023	30.16
941 - Central Indiana Truck Equipment Corporation	17 - #961 Repaired the drive shaft, and labor for repairs	12/22/2023	3,054.38
941 - Central Indiana Truck Equipment Corporation	17 - replace lift with fen-x lift and labor to repair unit 961	12/22/2023	3,060.00
594 - Curry Auto Center, INC	17 - steering/suspension and labor to repair unit #573	12/22/2023	4,779.85



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4474 - Ken's Westside Service & Towing, LLC	17 -towing Unit #571-11/27/23		12/22/2023	75.00
4474 - Ken's Westside Service & Towing, LLC	17 - replaced PF wheel with spare provided on Unit #1228		12/22/2023	75.00
4474 - Ken's Westside Service & Towing, LLC	17-towing-Unit #635-12/4/23		12/22/2023	125.00
4474 - Ken's Westside Service & Towing, LLC	17-towing Unit #627-11/28/23		12/22/2023	225.00
4474 - Ken's Westside Service & Towing, LLC	17-replace PR wheel with spare-Unit #1237-12/6/23		12/22/2023	75.00
2974 - MacAllister Machinery Co, INC	17 - #646 parts and labor for repair		12/22/2023	1,760.00
19681 - Southeastern Equipment Co, INC	17 - #597 labor charges for winterzation & diag		12/22/2023	882.75
19681 - Southeastern Equipment Co, INC	17 - #597 parts and labor for repairs		12/22/2023	1,629.75
484 - Uebelhor & Sons Chevrolet Cadillac Jasper, INC	17 - #4961 labor for repairs		12/22/2023	217.87
484 - Uebelhor & Sons Chevrolet Cadillac Jasper, INC	17 - #4861 parts and labor for repairs		12/22/2023	262.50
Account 53620 - Motor Repairs Totals			Invoice 15 Transactions	\$16,587.26
Account 53650 - Other Repairs				
3286 - Peacetree, INC (PEI Maintenance)	17 - service for (4) fuel pumps -locking lid hardware	BC 2023-003	12/22/2023	713.58
Account 53650 - Other Repairs Totals			Invoice 1 Transactions	\$713.58
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals- 11/22/2023		12/22/2023	20.18
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals - 11/29/2023		12/22/2023	20.18
19171 - Aramark Uniform & Career Apparel Group, INC	17 - towel and mat rentals - 11/22/2023		12/22/2023	88.90
19171 - Aramark Uniform & Career Apparel Group, INC	17 - towel and mat rentals - 11/29/2023		12/22/2023	93.35
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals - 12/06/2023		12/22/2023	20.18
19171 - Aramark Uniform & Career Apparel Group, INC	17 - towel and mat rentals - 12/06/2023		12/22/2023	93.35



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Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 6	\$336.14
		Transactions	
Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	17 -BMV title fees for Truck C7H-11/6/23	12/22/2023	15.00
Account 53990 - Other Services and Charges Totals		Invoice 1	\$15.00
		Transactions	
Program 170000 - Main Totals		Invoice 101	\$146,546.01
		Transactions	
Department 17 - Fleet Maintenance Totals		Invoice 101	\$146,546.01
		Transactions	
Fund 802 - Fleet Maintenance(\$9500) Totals		Invoice 101	\$146,546.01
		Transactions	
Fund 804 - Insurance Voluntary Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 47090.1241 - Employee Contributions Vision			
3977 - Cigna Health & Life Insurance Company	12-November (3269054) & December 2023 Cigna Dent/Vision	12/22/2023	19,444.83
Account 47090.1241 - Employee Contributions Vision Totals		Invoice 1	\$19,444.83
		Transactions	
Account 53990.1271 - Other Services and Charges Section 125 - URM- City			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	12/11/2023	110.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	12/11/2023	1,104.18
17785 - The Howard E. Nyhart Company, INC	12-City URM	12/11/2023	106.57
17785 - The Howard E. Nyhart Company, INC	12-City URM	12/12/2023	163.20
17785 - The Howard E. Nyhart Company, INC	12-City URM	12/13/2023	22.03
17785 - The Howard E. Nyhart Company, INC	12-City URM	12/14/2023	297.43
17785 - The Howard E. Nyhart Company, INC	12-City URM		205.00



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Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		Invoice 7	\$2,008.41
		Transactions	
Account 53990.1273 - Other Services and Charges Term Life			
18539 - Life Insurance Company Of North America	12-December 2023, Bill Ref # 103094_12012023	12/22/2023	18,817.47
Account 53990.1273 - Other Services and Charges Term Life Totals		Invoice 1	\$18,817.47
		Transactions	
Account 53990.1277 - Other Services and Charges Disability STD			
18539 - Life Insurance Company Of North America	12-December 2023, Bill Ref # 103094_12012023	12/22/2023	8,990.89
Account 53990.1277 - Other Services and Charges Disability STD Totals		Invoice 1	\$8,990.89
		Transactions	
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	12/11/2023	20.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	12/11/2023	12.40
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		Invoice 2	\$32.40
		Transactions	
Account 53990.1283 - Other Services and Charges Health Savings Account			
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA Employee Contribution 12-15-2023	12/14/2023	24,595.69
Account 53990.1283 - Other Services and Charges Health Savings Account Totals		Invoice 1	\$24,595.69
		Transactions	
Program 120000 - Main Totals		Invoice 13	\$73,889.69
		Transactions	
Department 12 - Human Resources Totals		Invoice 13	\$73,889.69
		Transactions	
Fund 804 - Insurance Voluntary Trust Totals		Invoice 13	\$73,889.69
		Transactions	
Fund 978 - City 2016 GO Bond Proceeds			
Department 06 - Controller's Office			
Program 06016C - 2016 C Jackson Trail			
Account 54310 - Improvements Other Than Building			



Board of Public Works Claim Register

Invoice Date Range 12/09/23 - 12/22/23

399 - American Structurepoint, INC	07 - Jackson Creek Trail Phase II (CE) 05/01/23-05/31/23	BC 2020-77	12/22/2023	2,033.69
399 - American Structurepoint, INC	07 - Jackson Creek Trail Phase II (CE), 06/01/23-06/30/23	BC 2020-77	12/22/2023	1,975.87
399 - American Structurepoint, INC	07 - Jackson Creek Trail Phase II (CE) 07/01/23-07/31/23	BC 2020-77	12/22/2023	855.22
399 - American Structurepoint, INC	07 - Jackson Creek Trail Phase II (CE) 08/01/23-08/31/23	BC 2020-77	12/22/2023	649.35
399 - American Structurepoint, INC	07 - Jackson Creek Trail Phase II (CE) 09/01/23-10/31/23	BC 2020-77	12/22/2023	628.03
204 - State Of Indiana	07 - Jackson Creek Trail PH II, Change Order #3, INV #79977	BC 2020-77	12/22/2023	79,485.88
Account 54310 - Improvements Other Than Building Totals			Invoice 6	<u>\$85,628.04</u>
			Transactions	
Program 06016C - 2016 C Jackson Trail Totals			Invoice 6	<u>\$85,628.04</u>
			Transactions	
Department 06 - Controller's Office Totals			Invoice 6	<u>\$85,628.04</u>
			Transactions	
Fund 978 - City 2016 GO Bond Proceeds Totals			Invoice 6	<u>\$85,628.04</u>
			Transactions	
Fund 986 - GO Bonds 2022				
Department 06 - Controller's Office				
Program 060000 - Main				
Account 54510 - Other Capital Outlays				
16 - Butler, Fairman & Seufert, INC	07-High St Multiuse Path & Intersections-6/1-9/30/23	BC 2022-063	12/22/2023	79,416.00
Account 54510 - Other Capital Outlays Totals			Invoice 1	<u>\$79,416.00</u>
			Transactions	
Program 060000 - Main Totals			Invoice 1	<u>\$79,416.00</u>
			Transactions	
Department 06 - Controller's Office Totals			Invoice 1	<u>\$79,416.00</u>
			Transactions	
Fund 986 - GO Bonds 2022 Totals			Invoice 1	<u>\$79,416.00</u>
			Transactions	
Grand Totals			Invoice 575	<u><u>\$1,528,079.36</u></u>
			Transactions	

REGISTER OF CLAIMS
Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/22/23	Claims				\$1,528,079.36

\$1,528,079.36

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 \$1,528,079.36

Dated this _____ day of _____ year of 20_____.

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 Jeff McMillian