

Board of Public Works Meeting

December 17, 2024



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

Minutes
BOARD OF PUBLIC WORKS
November 19, 2024

A Regular Meeting of the Board of Public Work was held **Tuesday November 19, 2024 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/86059460661?pwd=KXKafU3bbbTxSvtzF8s1a026OuGFhb.1>

Meeting ID: 860 5946 0661 Passcode: 170430

Board Present:

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

City Staff Present:

Adam Wason, Public Works
Miranda Beaver, Public Works
Aleksandrina Pratt, Legal
Jeremy Inman, Engineering
Kyle Baugh, Engineering
Maria McCormick, Engineering
Dashiell Schonemann-Poppeliers, Engineering

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS AND REMONSTRANCES

III. CONSENT AGENDA

1. Approval of Payroll

Karon made a motion to approve the consent agenda. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

IV. NEW BUSINESS

1. Award Contract for Paving – Milestone Contracting

Adam Wason, Public Works, on behalf of Joe Van Deventer, presented a contract for paving projects on Kinser Pike and Grant Street with Milestone Contractors, LP. Bids were opened at the Board of Public Works work session on November 4th. Milestone Contractors, LP was determined to be the lowest responsive and reasonable bidder. The contract was awarded for the amount of \$540,099.75. Karon motioned to approve the Contract for Paving with Milestone Contractors, LP. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

2. Award Contract for Alleyway Project – Milestone Contracting

Adam Wason, Public Works, on behalf of Joe Van Deventer, presented a contract for the Downtown Alley Renovations with Milestone Contractors, LP. Bids were opened at the Board of Public Works work session on November 4th. Milestone Contractors, LP was determined to be the lowest responsive and reasonable bidder. The contract was awarded for the amount of \$111,540.75. Karon motioned to approve the Contract for Alleyway Project with Milestone Contractors, LP. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

3. Approval of Encroachment Agreement for Fire Station #1 – 300 E. 4th Street

Maria McCormick, Engineering, presented an Encroachment Agreement for Fire Station 1 (300 E. 4th Street) with Martin Riley Architects. Fire Station 1 located at 300 E. 4th Street recently underwent reconstruction. As a part of this process, existing and new encroachments were identified. Martin Riley Architects is requesting the following four encroachments.

1. When this structure was originally constructed in 1991 the west side of the building was constructed over the property line into the right-of-way 13'4" and 10'0".

2. With the reconstruction, the north side of the building was built 8'5" beyond the property line encroaching into the right of way.
3. A bike rack encroaches on the north east side of the property.
4. There is a statue, also on the north east side of the property, which encroaches as well.

Karon made a motion to approve the Encroachment Agreement for Fire Station 1 at 300 E. 4th Street. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

4. Approve Pete Ellis Lane Closure – Peterson Construction Services

Kyle Baugh, Engineering, presented a lane shift and maintenance of traffic plan for Peterson Construction to perform work on N. Pete Ellis Drive for Peterson Construction. This request will accommodate a street cut for utility connections. This project will be 3 days, November 20 – November 22. Peterson Construction will strive for night work from 7:00pm – 7:00am as this is a busy right-of-way. Karon made a motion to approve the Pete Ellis Lane Closure for Peterson Construction. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

5. Approve 9th Street Sidewalk Closure for Indiana University

Kyle Baugh, Engineering, presented an intermittent sidewalk closure for the 9th street sidewalk near the McCalla building. Indiana University is requesting a 13 day intermittent closure of the sidewalk on the north side of E. 9th Street starting November 15th. This request accommodates repairs to the existing retaining wall on the property. The permit was issued with a three-day staff approval starting November 15th, with a projected completion date of November 28th. A maintenance of traffic plan has been provided. Roach asked for clarification on the actual location of the sidewalk that will be closed. There is a reference to 420 N. Indiana, which is located on the South East corner. Baugh stated that this will affect the sidewalk that is located right out the front door of the McCalla building. Adam Wason, Public Works, clarified that 9th and Indiana is the front of the building. The mailing address of 420 N. Indiana is where the confusion occurred. Karon motioned to approve the 9th Street Sidewalk Closure for Indiana University. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

6. Approve Lane and Sidewalk Closures for Trueline Infrastructure Solutions (formerly AEG)

Kyle Baugh, Engineering, presented permit extensions for 6 previously permitted locations and one new request from Trueline Infrastructure. Trueline Infrastructure is requesting lane shifts and sidewalk closures as a part of the City Fiber Project taking place throughout the city. This request accommodates potholing, boring and restoration work. The previous permits will cover E. University Street, S. Strong Street, S. Dunn Street, N. Pine Street, W. Coolidge Drive, and W. Sunset Avenue. A new permit is requested at W. Bloomfield Road and Allen Street for November 20, 2024 – May 30, 2025. Five active permits will be moving to a hold status. This will keep 12 open permits, which is the number we are striving to keep. Karon asked if we are happy with the May 2025 expected date on some of these permits. Baugh replied that we are. We want to make sure that our permits are active until punch-out. Cox Deckard asked if 12 was still the ideal number of open permits. Baugh responded that yes, it is working and we want to keep it there moving forward. Cox Deckard asked if the Board should expect each permit to be open for 180 days. Baugh responded that yes, this is what will get us to punch-out. However, we are actively working with Trueline to make sure that permits are being moved into a hold status if no active work is being performed. Karon made a motion to approve the Lane and Sidewalk Closures for Trueline Infrastructure Solutions. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

7. Approve 8th Street Sidewalk Closure – Duke Energy

Dashiell Schonemann-Poppeliers, Engineering, presented a sidewalk closure for W. 8th Street for Duke Energy. Duke Energy is requesting a 3 day sidewalk and lane closure on W. 8th Street, adjacent to 411 W. 8th Street, for work replacing the lid box of a pad. The closures are requested to occur between November 21st and December 9th. A maintenance of traffic plan was provided for the closure. Karon asked for clarification that it would just be 3 days chosen in the provided time frame. Schonemann-Poppeliers replied that it would just be 3 selected days. Karon made a motion to approve the 8th Street Sidewalk Closure for Duke Energy. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

8. Approve Change Order #4 for Downtown Street Maintenance Project – Milestone Contracting

Jeremy Inman, Engineering, presented Change Order 4 for the Downtown Street Maintenance Project with Milestone Contracting for approval. This project is resurfacing downtown streets including College Avenue, Walnut Street, 4th Street and 6th Street. Change Order 4 will add 8 signs to be installed on 6th Street to detail the new back in parking. These signs were left out of the original design plan. This change order is for \$5,750.00 and will bring the total project cost to \$2,052,481.14. Karon made a motion to approve Change Order 4 for the Downtown Street Maintenance Project with Milestone Contracting. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

V. STAFF REPORTS & OTHER BUSINESS

Adam Wason, Public Works, gave a staff report updating the Board on the progress and conclusion of the Downtown Street Maintenance Project and W. 3rd Street. Wason gave a shout out to all of the contractors and crew from the City that have been working on these projects. Although it is a temporary headache, the staff has made these projects run smoothly and wrap up on time. Wason reported that the project is wrapping up for the end of the year as the weather gets colder. There are some finishes on Walnut, but these should conclude by December 4th. There will be final adjustments made in the spring when the weather is warmer to finish up any paving.

VI. APPROVAL OF CLAIMS

Cox Deckard asked if there were any questions on the claims from the public. Joe Davis came forward stating that he was representing himself as well as a group of taxpayers that goes by the acronym TOP. Davis opposed the claims being paid as presented. Roach made a motion to approve the claims in the amount of \$1,613,602.77. Karon seconded. Cox Deckard called roll, all in favor, motion passed.

VII. ADJOURNMENT

Accepted By:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event:	Freezefest
Petitioner/Representative:	Nicholas Faulkenberg, Chair of Freezefest
Staff Representative:	Miranda Beaver
Meeting Date:	December 17 th , 2024
Event Date:	January 20-26, 2025

The fifth 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.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2024-081**

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 20, 2025 at 6 a.m. through Sunday, January 26, 2025 at 11 p.m.) and Madison Street from 10th Street to 11th Street (Wednesday, January 22, 2025 to Sunday, January 26, 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 20, 2025 at 6 a.m. through Sunday, January 26, 2025 at 11 p.m.) and Madison Street from 10th Street to 11th Street (Wednesday, January 22, 2025 to Sunday, January 26, 2025 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 20, 2025 and shall remove barricades and signage by 11:00 p.m. on Sunday, January 26, 2025.
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 26, 2025.
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



KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON
401 N Morton St Suite 120
PO Box 100
Bloomington IN 47402

DEPARTMENT OF PUBLIC WORKS
PW 812.349.3410

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



SPECIAL EVENT APPLICATION

City of Bloomington
 Department of Public Works
 Bloomington, Indiana 47404
 812-349-3410

1. APPLICANT INFORMATION

Contact Name:	Nicholas Faulkenberg		
Contact Phone:	812-327-7087	Mobile Phone	812-327-7087
Title/Position:	Chairman of Freezefest		
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:		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		
Address:	642 N Madison St.		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	pat@dimensionmill.org		
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 checked="" type="checkbox"/> Art in the Right of Way <input type="checkbox"/> Other (Explain below in Description of Event)			
Date(s) of Event:	January 20, 2025 - January 26, 2024			
Time of Event:	Date:	Start:	Date:	End:
	1/20/2025	6am	1/26/2025	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 fifth 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 along Madison St. and Maker Way. 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. Thursday there will be a chili cook off in The Mill event hall. Friday night we will host a live ice carving stage show at the Upland on their outdoor stage. Saturday will be Family Fun Day where families can come have fun for all ages</p>			
Expected Number of Participants:	250-300 people at any given time observing sculptor in the Trade's 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



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 ☐ 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 ☐ Not applicable
<input type="checkbox"/>	Noise Permit application ☐ 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*

X	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <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
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 X - Not 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
X	Noise Permit application ☐ Not applicable
<input type="checkbox"/>	Beer & Wine Permit ☐ 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.
X	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
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: <ul style="list-style-type: none"><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		
	Legal		
	Parking Enforcement		
	Transit		
	Office of the Mayor		
	Utilities		
	Public Works		
	Board of Public Works		



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

Contact Miranda Beaver with any questions: (812) 349-3411 or miranda.beaver@bloomington.in.gov

Event and Noise Information

Name of Event:	Freezefest			
Location of Event:	Upland Brewing			
Date of Event:	1/24/2025	Time of Event:	Start: 7p	
Calendar Day of Week:			End: 930p	
Description of Event:	Live Fire performance followed by an ice carving show			
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:		

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

Waste and Recycling Management Plan Template

Event name: Freezefest

Number of expected attendees: 200-300 at any given time in Trade's District/ 500-1000 at the stage

Number of food vendors: 2

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_____.

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:

Contact Information- Other			
	<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	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
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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.

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.

- 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

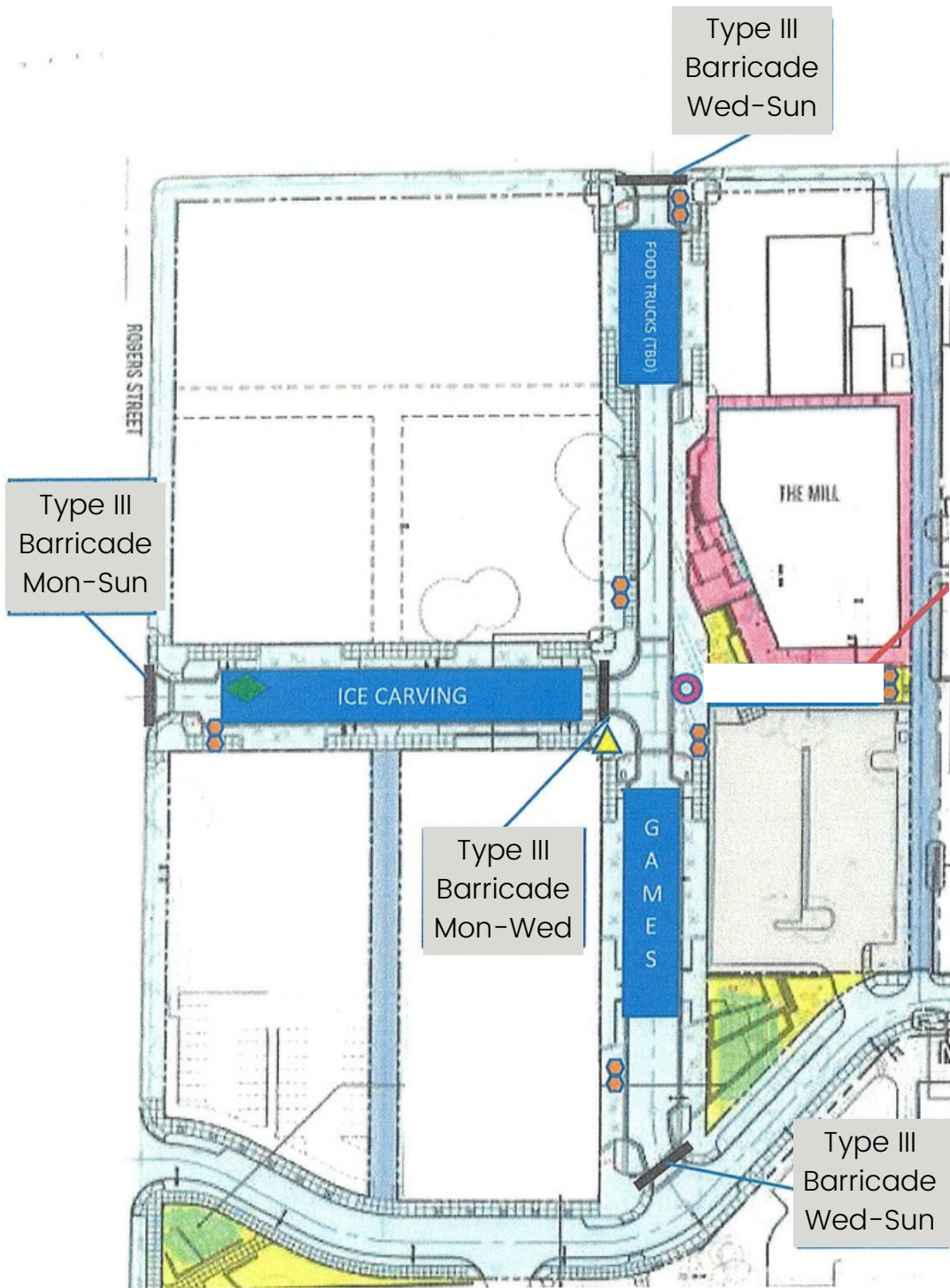
1. Applications for Art Installations within the right of way pursuant to the Neighborhood Improvement Grant Programs must comply with Program guidelines, the criteria set forth in this Policy, and any additional logistical or safety conditions imposed by the Board of Public Works as part of its approval.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



Legend:



= 1 trash and 1 recycling bin



= 2 regular portolets and 1 handicap



= dumpsters for bulky carving waste and bulky recycling items



**CITY OF
BLOOMINGTON**
ECONOMIC AND SUSTAINABLE DEVELOPMENT

Project/Event: Mobile Vendor in Right of Way
PW Resolution No: 2024-083
Petitioner/Representative: Tim Clougher, Assistant Director of Community Kitchen of Monroe County, Inc.
Staff Representative: Susan Coates
Meeting Date: 12/17/2024

Community Kitchen of Monroe County, Inc., by its Assistant Director, Tim Clougher, has applied for a Mobile Vendor License to operate a food truck/trailer. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

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

This application is for 1 year.

Staff is supportive of the request.

RESOLUTION 2024-083
CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
Mobile Vendor in Public Right of Way
Community Kitchen of Monroe County, Inc.

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

WHEREAS, Community Kitchen of Monroe County (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen, food truck or trailer for 1 year beginning 12/19/2024, and ending on 12/19/2025.

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

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

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

RESOLUTION 2024-083

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

ADOPTED THIS THE 17th DAY OF DECEMBER, 2024.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

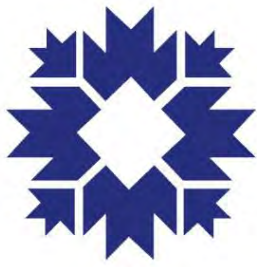
Elizabeth Karon, Vice President

James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2024-083 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Tim Clougher

Date: _____

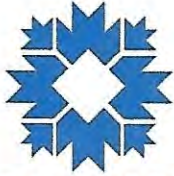


CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Business License Cover Sheet

Business Name	Community Kitchen of Monroe County, Inc.
License Type	Mobile Vendor License
Contact	Tim Clougher
Phone	812-332-0999
Email	assistantdirector@monroecommunitykitchen.com
BPW Resolution No (if applicable)	2024-083
Issue Date of License	12/19/2024
Expiration Date of License	12/19/2025
Scanned?	<input checked="" type="checkbox"/>
Renewal Date for License	12/19/2025
Department Head	Jane Kupersmith
Record Destruction Date	12/19/2028
ESD Tracking No	N/A
Document Physical Filing Location	2-drawer file cabinet at ESD Admin's desk
Document Digital Filing Location	I:\common\Economic Development\BUSINESS\Business Licensing\Licenses\Mobile Vendor License\Businesses



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

Length of
License: 1 Year - \$350

2. Applicant Information

Name:	Tim Clougher		
Title/Position:	Assistant Director		
Date of Birth:	07/19/1964		
Address:	P.O. Box 3286		
City, State, Zip:	Bloomington, IN 47402		
E-Mail Address:	assistantdirector@monroecommunitykitchen.com		
Phone Number:	812-332-0999	Mobile Phone:	812-325-0857

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

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.

Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

4. Company Information

Name of Employer:	Community Kitchen of Monroe County, Inc.		
Address of Employer:	P.O. Box 3286/1515 S. Rogers St		
City, State, Zip:	Bloomington, IN 47402-3286		
Employment Start Date:	4/1/2002	End Date (If known):	
Phone Number:	812-332-0999		
Website / Email:	www.monroecommunitykitchen.com		
Company is a:	<input type="checkbox"/> Limited Liability Corporation (LLC)	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
		<input type="checkbox"/> Sole Proprietor	<input checked="" type="checkbox"/> Other: Private Not-For-Profit

5. Company Officer Information

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

Name	Address
Vicki Pierce-Executive Director	3957 Garrison Chapel Rd. Bloomington, IN 47403
Kyla Cox-Deckard-Board President	Bloomington, IN 47403

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

Date of incorporation or organization:	03/23/1983
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Planned hours of operation:

4-7pm Monday through Saturday

Place or places where you will conduct business (If private property, attach written permission from property owner):

*see attached

Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.

Please Attach

Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?

Yes

No

(If Yes) Provide details

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

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

For City Of Bloomington Use Only

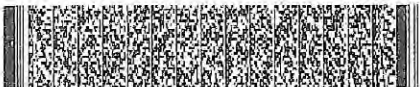
Date Received:	Received By:	Date Approved:	Approved By:
12/12/2024	scoates	12/12/24	scoates



State Form 48099 (R5/7-17)
Approved by State Board of
Accounts 2017

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 13	AGE 4	ISSUE DATE 01/08/24	PUR DATE 09/03/21	COUNTY 53 - MONROE	TP R	PL YR 24	PLATE TK372ODX	PL TP GT	WEIGHT 11	PR YR 23	LS N	TYPE GT	PRIOR YR PL TK372ODX
EXPIRATION DATE 01/31/25	MUNICIPALITY BLOOMINGTON			VEHICLE YEAR 20	MAKE FOR	MODEL F59	VEHICLE IDENTIFICATION NUMBER 1F65F5KN0L0A19178			TYPE VA	COLOR BLU/		
CURRENT YEAR TAX	EX TAX 150.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 150.00	CO. WHEEL/SUR 25.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 45.35	ADMIN FEE 0.00	TOTAL 220.35				
PRIOR YEAR TAX	EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/SUR 0.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE TRUCK 11,000 GENERAL TRUCK NEW FORMAT													



Legal Address
917 S ROGERS ST
BLOOMINGTON IN 47403-4718

COMMUNITY KITCHEN OF MONROE CO
P.O. BOX 3286
BLOOMINGTON IN 47402-3286



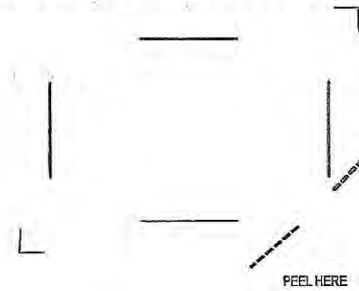
0305



000.00.000

INSTRUCTIONS FOR APPLYING PLATE DECALS:

1. Verify plate number and decal match.
2. Do not attempt to apply decal if temperature is below -10 degrees Fahrenheit.
3. Clean and dry plate before affixing new decal.
4. Remove decal by bending corner of card under decal along dotted line.
5. Next, lift up corner of decal where card is creased.
6. Decal is fragile peel decal off slowly.
7. Place decal in the upper right corner of your license plate.
8. Rub or press firmly around edges of decal after applying.



PEEL HERE

License type: DRIVERS W/ MC

SR22: Not needed

Endorsements: L

Pending Endorsements: None

Restrictions: None

Pending Restrictions: None

Commercial Driver License (CDL) Information:

CDL Status: Voluntary Surrender

CDL Expires: 07/19/2003 [** Expired **]

CDL Class: B

CDL Endorsements: None

CDL Restrictions: None

Commercial Learner Permit (CLP) Information:

CLP Expires:

CLP Class:

CLP Endorsements:

CLP Restrictions: None

CDLIS Status: ELG

Self-Certification Status:

Medical Certificate Status:

Medical Examiner's Certificate Information:

Medical Certificate Issue Date:

Medical Certificate Expire Date:

Medical Certificate Restriction Codes:

Medical Examiner's Name:

Medical Examiner's Phone Number:

Medical Examiner's Speciality Code:

Medical Examiner's Jurisdiction:

Medical Examiner's Jurisdiction License Number:

Medical Examiner's FMCSA National Registry Number:

Medical Exemption Effective Date:

Medical Exemption Expiration Date:

SPE Exemption Effective Date:

SPE Exemption Expiration Date:

Suspension Information -- (* indicates active suspensions)

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

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

CARMICHAEL TRUCK & AUTOMOTIVE
 3950 W. Farmer Ave.
 Bloomington, IN. 47403

VEHICLE HISTORY RECORD	
REPORT NUMBER	FLEET UNIT NUMBER
54600	Food Trk
DATE: October 23, 2024	

MOTOR CARRIER OPERATOR <i>Community Kitchen of Monroe County</i>	INSPECTOR'S NAME (PRINT OR TYPE) <i>Charles East</i>
ADDRESS <i>1515 S. Rogers St.</i>	THIS INSPECTOR MEETS THE QUALIFICATION REQUIREMENTS IN SECTION 396.19. <input checked="" type="checkbox"/> YES
CITY, STATE, ZIP CODE <i>Bloomington, IN 47403</i>	VEHICLE IDENTIFICATION (✓ AND COMPLETE) <input type="checkbox"/> LIC. PLATE NO. <input type="checkbox"/> VIN <input type="checkbox"/> OTHER <i>LF65F5KN0LOA19178</i>
VEHICLE TYPE <input type="checkbox"/> TRACTOR <input type="checkbox"/> TRAILER <input checked="" type="checkbox"/> TRUCK <input type="checkbox"/> BUS <input type="checkbox"/> (OTHER)	INSPECTION AGENCY/LOCATION (OPTIONAL) <i>Carmichael Truck & Automotive Serv Inc</i>

VEHICLE COMPONENTS INSPECTED

OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM
			1. BRAKE SYSTEM				6. SAFE LOADING				10. TIRES
<input checked="" type="checkbox"/>			a. Service Brakes	<input checked="" type="checkbox"/>			a. Part(s) of vehicle or condition of loading such that the spare tire or any part of the load or dunnage can fall onto the roadway.	<input checked="" type="checkbox"/>			a. Tires on any steering axle of a power unit.
<input checked="" type="checkbox"/>			b. Parking Brake System	<input checked="" type="checkbox"/>			b. Protection against shifting cargo.	<input checked="" type="checkbox"/>			b. All other tires.
<input checked="" type="checkbox"/>			c. Brake Drums or Rotors	<input checked="" type="checkbox"/>			c. Container securement devices on intermodal equipment.	<input checked="" type="checkbox"/>			c. Installation of speed-restricted tires unless specifically designated by motor carrier.
<input checked="" type="checkbox"/>			d. Brake Hose	<input checked="" type="checkbox"/>						11. WHEELS AND RIMS	
<input checked="" type="checkbox"/>			e. Brake Tubing	<input checked="" type="checkbox"/>						a. Lock or Side Ring	
<input checked="" type="checkbox"/>			f. Low Pressure Warning Device	<input checked="" type="checkbox"/>						b. Wheels and Rims	
<input checked="" type="checkbox"/>			g. Tractor Protection Valve	<input checked="" type="checkbox"/>						c. Fasteners	
<input checked="" type="checkbox"/>			h. Air Compressor	<input checked="" type="checkbox"/>						d. Welds	
<input checked="" type="checkbox"/>			i. Electric Brakes	<input checked="" type="checkbox"/>						12. WINDSHIELD GLAZING	
<input checked="" type="checkbox"/>			j. Hydraulic Brakes	<input checked="" type="checkbox"/>						Requirements and exceptions as stated pertaining to any crack, discoloration or vision reducing matter (reference 393.60 for exceptions).	
<input checked="" type="checkbox"/>			k. Vacuum Systems	<input checked="" type="checkbox"/>						13. WINDSHIELD WIPERS	
<input checked="" type="checkbox"/>			l. Antilock Brake System	<input checked="" type="checkbox"/>						Any power unit that has an inoperative wiper, or missing or damaged parts that render it ineffective.	
<input checked="" type="checkbox"/>			m. Automatic Brake Adjusters	<input checked="" type="checkbox"/>						14. MOTORCOACH SEATS	
			2. COUPLING DEVICES				7. STEERING MECHANISM				Any passenger seat that is not securely fastened to the vehicle structure.
<input checked="" type="checkbox"/>			a. Fifth Wheels	<input checked="" type="checkbox"/>			a. Steering Wheel Free Play	<input checked="" type="checkbox"/>			15. OTHER
<input checked="" type="checkbox"/>			b. Pintle Hooks	<input checked="" type="checkbox"/>			b. Steering Column	<input checked="" type="checkbox"/>			List any other condition(s) which may prevent safe operation of this vehicle.
<input checked="" type="checkbox"/>			c. Drawbar/Towbar Eye	<input checked="" type="checkbox"/>			c. Front Axle Beam and All Steering Components Other Than Steering Column	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			d. Drawbar/Towbar Tongue	<input checked="" type="checkbox"/>			d. Steering Gear Box	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			e. Safety Devices	<input checked="" type="checkbox"/>			e. Pitman Arm	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			f. Saddle-Mounts	<input checked="" type="checkbox"/>			f. Power Steering	<input checked="" type="checkbox"/>			
			3. EXHAUST SYSTEM				g. Ball and Socket Joints	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			a. Exhaust system leaking forward of or directly below the driver/sleeper compartment.	<input checked="" type="checkbox"/>			h. Tie Rods and Drag Links	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			b. Bus exhaust system leaking or discharging in violation of standard.	<input checked="" type="checkbox"/>			i. Nuts	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			c. Exhaust system likely to burn, char, or damage the electrical wiring, fuel supply, or any combustible part of the motor vehicle.	<input checked="" type="checkbox"/>			j. Steering System	<input checked="" type="checkbox"/>			
			4. FUEL SYSTEM				8. SUSPENSION				
<input checked="" type="checkbox"/>			a. Visible leak.	<input checked="" type="checkbox"/>			a. Any U-bolt(s), spring hanger(s), or other axle positioning part(s) cracked, broken, loose or missing resulting in shifting of an axle from its normal position.	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			b. Fuel tank filler cap missing.	<input checked="" type="checkbox"/>			b. Spring Assembly	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			c. Fuel tank securely attached.	<input checked="" type="checkbox"/>			c. Torque, Radius or Tracking Components	<input checked="" type="checkbox"/>			
			5. LIGHTING DEVICES				9. FRAME				
<input checked="" type="checkbox"/>			All lighting devices and reflectors required by Part 393 shall be operable.	<input checked="" type="checkbox"/>			a. Frame Members	<input checked="" type="checkbox"/>			
				<input checked="" type="checkbox"/>			b. Tire and Wheel Clearance	<input checked="" type="checkbox"/>			
				<input checked="" type="checkbox"/>			c. Adjustable Axle Assemblies (Sliding Subframes)	<input checked="" type="checkbox"/>			

INSTRUCTIONS: MARK COLUMN ENTRIES TO VERIFY INSPECTION: OK, NEEDS REPAIR, NA IF ITEMS DO NOT APPLY, _____ REPAIRED DATE

CERTIFICATION: THIS VEHICLE HAS PASSED ALL THE INSPECTION ITEMS FOR THE ANNUAL VEHICLE INSPECTION IN ACCORDANCE WITH 49 CFR PART 396.

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION CARMICHAEL TRUCK
INSPECTOR'S NAME CHARLES EAST INSPECTOR'S PHONE # 812-334-8285
DATE OF INSPECTION 10/23/24
NAME OF VENDOR COMMUNITY KITCHEN
VEHICLE YEAR 2020 MAKE FORD MODEL F-59
VIN 1F65F5KNOLOA19178

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

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

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



PEKIN INSURANCE

(A Stock Company)

2505 Court Street, Pekin, Illinois 61558-0001

BUSINESS AUTO COVERAGE FORM DECLARATIONS

Policy Number: 005759847

Premium Payment Plan: CL ANNUAL PAY PLAN

ITEM ONE

Named Insured and Mailing Address: COMMUNITY KITCHEN OF MONROE CO PO BOX 3286 BLOOMINGTON, IN 47402	Agency Name: WILLIAMSON INSURANCE Agent Number: 08293 Phone: (812) 336-6838 Policy Period: From: 05/14/2024 To: 05/14/2025 at 12:01 A.M. Standard Time at your mailing address shown above.
---	---

Form of Business: NOT SELECTED

Business Description: NOT SELECTED

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	1	\$1,000,000 EACH PERSON \$1,000,000 EACH ACCIDENT \$1,000,000 PROPERTY DAMAGE	\$3,932.00
PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)		SEPARATELY STATED IN EACH PERSONAL INJURY PROTECTION ENDORSEMENT MINUS \$ _____ DEDUCTIBLE FOR EACH ACCIDENT	NO COVERAGE
ADDED PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)		SEPARATELY STATED IN EACH ADDED PERSONAL INJURY PROTECTION ENDORSEMENT	NO COVERAGE
AUTO MEDICAL PAYMENTS	7	\$10,000	\$135.00
UNINSURED MOTORISTS	7	\$1,000,000 EACH PERSON \$1,000,000 EACH ACCIDENT	\$125.00
UNDERINSURED MOTORISTS (WHEN NOT INCLUDED IN UNINSURED MOTORISTS COVERAGE)	7	\$1,000,000 EACH PERSON \$1,000,000 EACH ACCIDENT	\$455.00
UNINSURED MOTORISTS PROPERTY DAMAGE COVERAGE	7		\$25.00
PHYSICAL DAMAGE - COMPREHENSIVE COVERAGE	7	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS THE DEDUCTIBLE IN ITEM THREE FOR EACH COVERED "AUTO". SEE ITEM FOUR FOR HIRED OR BORROWED "AUTOS".	\$1,078.00
PHYSICAL DAMAGE - COLLISION COVERAGE	7		\$2,842.00
TOWING AND LABOR	7	SEE COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT FOR COVERED "AUTOS" TYPES AND LIMITS	INCLUDED
MOTOR TRANSIT CARGO			NO COVERAGE
		MISCELLANEOUS PREMIUM	\$334.00
AUDIT PERIOD: ANNUAL		Total Estimated Premium	\$8,926.00

These Declarations, together with the Schedules, Additional Declarations, Coverage Form and Endorsements, if any, issued to form a part thereof, complete the above numbered policy.

Countersigned By _____
 Authorized Representative Date



Kerry Thomson
Mayor
CITY OF BLOOMINGTON

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

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418
f. 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

TIMOTHY CLOUGHER
Name, Printed


Signature

11/20/24
Date Release/Signed

APPROVED AND FILED
HOLLI SULLIVAN
INDIANA SECRETARY OF STATE
04/23/2021 01:47 PM

BUSINESS ENTITY REPORT

NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 198306-746
BUSINESS TYPE Domestic Nonprofit Corporation
BUSINESS NAME COMMUNITY KITCHEN OF MONROE COUNTY INC
ENTITY CREATION DATE 06/23/1983
JURISDICTION OF FORMATION Indiana
PRINCIPAL OFFICE ADDRESS 1515 S Rogers St, Blmgt, IN, 47403, USA

YEARS FILED

YEARS 2021/2022

EFFECTIVE DATE

EFFECTIVE DATE 04/23/2021
EFFECTIVE TIME 1:47 PM

REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Individual
NAME VICKI PIERCE
ADDRESS 1515 S ROGERS ST, BLOOMINGTON, IN, 47403, USA

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Department of the Treasury
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

A For the 2021 calendar year, or tax year beginning and ending

<p>B Check if applicable:</p> <p><input type="checkbox"/> Address change</p> <p><input type="checkbox"/> Name change</p> <p><input type="checkbox"/> Initial return</p> <p><input type="checkbox"/> Final return/terminated</p> <p><input type="checkbox"/> Amended return</p> <p><input type="checkbox"/> Application pending</p>	<p>C Name of organization COMMUNITY KITCHEN OF MONROE COUNTY, INC.</p> <p>Doing business as</p> <p>Number and street (or P.O. box if mail is not delivered to street address) Room/suite PO BOX 3286</p> <p>City or town, state or province, country, and ZIP or foreign postal code BLOOMINGTON, IN 47402-3286</p> <p>F Name and address of principal officer: VICKI PIERCE SAME AS C ABOVE</p>	<p>D Employer identification number 31-1101408</p> <p>E Telephone number (812) 332-0999</p> <p>G Gross receipts \$ 1,303,930.</p> <p>H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions</p> <p>H(c) Group exemption number ▶</p>
<p>I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527</p>		
<p>J Website: ▶ HTTP://WWW.MONROECOMMUNITYKITCHEN.COM</p>		
<p>K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶</p>		<p>L Year of formation: 1983 M State of legal domicile: IN</p>

Part I Summary

1	Briefly describe the organization's mission or most significant activities: AT COMMUNITY KITCHEN OUR MISSION IS TO WORK, ALONE AND IN COLLABORATION WITH OTHERS, TO ELIMINATE	
2	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.	
3	Number of voting members of the governing body (Part VI, line 1a)	3 17
4	Number of independent voting members of the governing body (Part VI, line 1b)	4 17
5	Total number of individuals employed in calendar year 2021 (Part V, line 2a)	5 29
6	Total number of volunteers (estimate if necessary)	6 900
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a 0.
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b 0.

		Prior Year	Current Year
8	Contributions and grants (Part VIII, line 1h)	1,456,752.	1,285,930.
9	Program service revenue (Part VIII, line 2g)	0.	0.
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	4,350.	4,099.
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	8,965.	13,090.
12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	1,470,067.	1,303,119.
13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	546,221.	560,901.
16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 26,702.		
17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	629,291.	702,713.
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	1,175,512.	1,263,614.
19	Revenue less expenses. Subtract line 18 from line 12	294,555.	39,505.
20	Total assets (Part X, line 16)	1,876,505.	1,901,599.
21	Total liabilities (Part X, line 26)	67,570.	55,699.
22	Net assets or fund balances. Subtract line 21 from line 20	1,808,935.	1,845,900.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	<p>Signature of officer VICKI PIERCE, EXECUTIVE DIRECTOR</p> <p>Type or print name and title</p>	<p>Date</p>
Paid Preparer Use Only	<p>Print/Type preparer's name JEREMY M. FINN, CPA</p> <p>Firm's name ▶ MONROE SHINE & CO., INC. CPA'S</p> <p>Firm's address ▶ PO BOX 1407 NEW ALBANY, IN 47151-1407</p>	<p>Preparer's signature</p> <p>Date</p> <p>Firm's EIN ▶ 35-1515068</p> <p>Phone no. 812-945-2311</p>

May the IRS discuss this return with the preparer shown above? See instructions Yes No

Kerry Thomson
Mayor
CITY OF BLOOMINGTON

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

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418
f. 812.349.3520

Prohibited Location Agreement

Bloomington Municipal Code Section 4.28.140 prohibits Mobile Vendor Units from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement. ⁶

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


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

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

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

Vendor:

Name: TIMOTHY CLOUGHER

Signature: 

Date: 11.20.24

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

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**
p. 812.349.3418
f. 812.349.3520

Standard of Conduct Agreement

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

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

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

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


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

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

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

Vendor:

Name: TIMOTHY CLOUGHER

Signature:  _____

Date: 11-20-24



Community Kitchen food truck days & locations

Community Kitchen's food truck is now serving 6 days/week. *Anyone is welcome at any location!*
The truck will be at these locations during these times:

Mondays, Wednesdays & Fridays

Heatherwood Estates 4-4:30pm

Woodland Springs Apartments 4:35-5:05pm

Limestone Crossing 5:15-5:45pm

Tuesdays, Thursdays & Saturdays

Edgewood Village Apartments (parking lot) 4-4:30pm

Richland Senior Apartments (in front of the maintenance building) 4:40-5:10pm

Ellettsville branch of Monroe County Public Library (front parking lot) 5:15-5:45pm

Governor's Park Apartments 6-6:30pm

Anyone is welcome to access services at any location. No questions will be asked.
Warm meals will be available each day. Cold, reheatable meals may be available on some days.

Questions or concerns: 812-332-0999



RETAIL FOOD ESTABLISHMENT INSPECTION REPORT

BLOOMINGTON COMMUNITY HEALTH DEPARTMENT
 119 West Seventh St.
 Bloomington, Indiana 47404-3989

812-349-2543

Based on an inspection this day, the item(s) noted below identify violations of 410 IAC 7-24, Indiana Retail Food Establishment Sanitation Requirements. The time limit for correction of each violation is specified in the narrative portion of this report.

Establishment Name <i>Community Kitchen Food for All</i>		Telephone Number () Establishment () Owner <i>812-349-0999</i>		Date of Inspection <i>(mm/dd/yr)</i> <i>05/24/2024</i>		ID # <i>930am</i>	
Establishment Address (number and street, city, state, ZIP code) <i>1515 S Kenner St Bloomington, IN 47410</i>				Owner <i>Community Kitchen</i>		Follow-up	
Owner's Address <i></i>				Purpose: 1. Routine 2. Follow-up 3. Complaint 4. Pre-Operational 5. Temporary 6. HACCP 7. Other (list) <i></i>		Release Date	
Person in Charge <i>Tim Clougher</i>				Summary of Violations: C <u>1</u> NC <u>0</u> R <u>0</u>		Menu Type (See back of page) <u>1</u> <u>2</u> <u>3</u> <u>4</u> <u>5</u>	
Responsible Person's E-mail <i>Jason Cook</i>							
Certified Food Handler <i>Erin Awdy</i>							

- CRITICAL ITEMS ARE IDENTIFIED IN THE CHECKLIST AND NARRATIVE COLUMNS MARKED "C"
- VIOLATION(S) REPEATED FROM PREVIOUS INSPECTIONS ARE DENOTED IN THE "SUMMARY OF VIOLATIONS" AND IN THE NARRATIVE BELOW AS "R"

Section#	C/NC	R	Narrative	To Be Corrected By
<i>345</i>	<i>C</i>		<i>- Observed hand washing used refill water case twice</i>	<i>5/31/24</i>

Received by (name and title printed): <i>Jason Cook</i>		Inspected by (name and title printed): <i>Veter McAninch</i>	
Received by (signature): <i>[Signature]</i>		Inspected by (signature): <i>[Signature]</i>	
cc:	cc:	cc:	

Mobile Food Service Establishment License

Monroe County Health Department

This is to certify that:

Community Kitchen for All
Community Kitchen of Monroe County
1515 S. Rogers Street
Bloomington, IN 47404

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



Issued:

1/10/2024

By


Monroe County Health Officer

2024

NEGOTIABLE AND NOT TRANSFERABLE

PERMIT EXPIRES FEBRUARY 28, 20

Community Kitchen's Certified Food Operators

<u>NAME</u>	<u>CERTIFICATE #</u>	<u>DATE</u>	<u>EXPIRES</u>
Allie Burton (SSFH)	6673638	10/21/23	10/21/26
Timothy Clougher	26423736	10/22/24	10/22/29
Heather Craig	20483288	4/18/21	4/18/26
Ben Dahncke	26423740	10/22/24	10/22/29
Mercedes Francois	26423744	10/22/24	10/22/29
Asher Nottingham	7216975	10/22/24	10/22/29
Alliyona Shamley	26423739	10/22/24	10/22/29
Lee Thomas	26423743	10/22/24	10/29/29
Grant Ward	26423742	10/22/24	10/22/29

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Grant Ward	26423742	10/22/24	10/22/29



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

Contact Miranda Beaver with any questions: (812) 349-3411 or miranda.beaver@bloomington.in.gov

Event and Noise Information

Name of Event:	Public Menorah Lighting Event			
Location of Event:	Square			
Date of Event:	Dec. 26th	Time of Event:	Start: 5:00	
Calendar Day of Week:	Thursday		End: 6:00	
Description of Event:	Hanukkah, the Festival of Lights, begins the evening of Wednesday, December 25, and ends on Jan. 2nd. Celebrated for eight days, it commemorates the victory of a spiritually strong Jewish people over the Syrian-Greek forces and emphasizes the power of light to dispel darkness. This year, we would be thrilled to set up a public menorah lighting with a 9-foot menorah at the square on December 26. The event will feature hot drinks, traditional Hanukkah foods, and Chanukah information, welcoming the entire Bloomington community. See last year's event covered by the Herald Times : link .			
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker YES	Will Noise be Amplified? Yes No
Is this a Charity Event?	Yes No	If Yes, to Benefit: Organized by non-profit Community Org.		

Applicant Information

Name:	Sheina Cunin		
Organization:	Chabad at Indiana University	Title:	Co Director
Physical Address:	703 E. 7th Street		
Email Address:	sheina@chabadiu.com	Phone Number:	812-606-4048
Signature:		Date:	Dec. 10 , 2024

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Elizabeth Karon, Vice-President

_ Date

James Roach, Secretary



Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: December 17, 2024

Department of Public Works (DPW) has requested an outdoor lighting service agreement to replace two (2) existing fixtures and poles with new LED Roadway fixtures and poles with a gray finish.

The 1st streetlight pole (near this intersection of W 2nd St and S College Ave) will be equipped with two (2) LED Roadway fixtures with one fixture illuminating the public-right-of way and the other fixture illuminating a section of Seminary Park where a new portalet and screen will be installed. The second streetlight pole (near the intersection of W 2nd St and S Walnut St) will be equipped with one (1) LED Roadway fixture.

Summary of Contract:

Location: W 2nd St between S College Ave and S Walnut St

Fixture: Three (3) 70 Watt LED Roadway fixtures with a grey finish

Color Temperature: 3,000 Kelvin

Pole: Two (2) Aluminum poles with a grey finish

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$71.75

Estimated Annual Charge: \$861.00

The City will pay the ongoing monthly costs under the XLEF Rate Structure for the life of the system. All of the associated costs with these lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$71.75 MO;\$861.00YR

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		Yes	No
# of Submittals:			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:

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

Christina Smith

Project Coordinator

DPW

Print/Type Name

Print/Type Title

Department



CONTRACT COVER MEMORANDUM

TO: Aleksandrina Pratt
FROM: Christina Smith
DATE: 12.11.2024
RE: Outdoor Lighting Service Agreement with Duke Energy for W 2nd St between S College Ave and S Walnut St

Contract Recipient/Vendor Name:	Duke Energy
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Christina Smith
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-844
Due Date For Signature:	12.17.24
Expiration Date of Contract:	12/31/2034
Renewal Date for Contract:	Automatic 1-year extension
Total Dollar Amount of Contract:	Mo. Costs \$71.75; Annual Costs \$861.00
Funding Source:	450-20-200000-53520
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Christina Smith

Summary of Contract:

Location: W 2nd St between S College Ave and S Walnut St
Fixture: Three (3)70 Watt LED Roadway fixtures with a grey finish
Color Temperature: 3,000 Kelvin
Pole: Two (2) Aluminum poles with a grey finish
Funding Source: Local Roads and Streets Fund
Estimated Monthly Charge: \$71.75
Estimated Annual Charge: \$861.00



IN01 LIGHTING SERVICE AGREEMENT

Customer Information:
ARD&SYC,WIND,CP CDRWD, SHER OAKS
SMITHC@BLOOMINGTON.IN.GOV

Project Information:
CITY OF BLOOMINGTON
BLOOMINGTON Indiana 47401-2433

..

Account Number:
9101 2294 9536

Work Order Number:
56177838

Duke Energy Representative Contact Info:
Craig Barker

This Lighting Service Agreement is hereby entered into this 10th day of December, 2024, between (hereinafter called the "Company") and CITY OF BLOOMINGTON (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LED and Service Regulations, or its successor, as the same is on file with the Indiana Public Service Commission (INDIANA UTILITY REGULATORY COMMISSION) and as may be amended and subsequently filed with the INDIANA UTILITY REGULATORY COMMISSION.

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

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

Customer Signature _____

Date Signed _____

Duke Energy Representative Craig Barker

Date Signed 12/10/2024

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



Summary of Estimated Charges					
Minimum Service Term	Initial Monthly Cost	Total Early Termination Charges	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
10 Years (120) Months	71.75	0.00	0.00	8610.00	71.75

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total
I	003	Light Bracket Side Mount Mast Arm Aluminum 4ft long 30i	4.76	0.00	0.00	4.76	14.28
R	002	Light Fixture Cobra Drop Lens High Pressure Sodium 200W	0.00	0.00	0.00	0.00	0.00
I	003	Light Fixture Roadway LED 70W Gray Type III 3000K	3.24	2.12	1.71	7.07	21.21
R	002	Light Pole Direct Buried Aluminum 39ft long Brushed Alu	0.00	0.00	0.00	0.00	0.00
I	002	Light Pole Direct Buried Aluminum 39ft long Brushed Alu	18.13	0.00	0.00	18.13	36.26
Rental, Maintenance, F&E Totals:			\$60.26	\$6.36	\$5.13		
Estimated Change to Base Monthly Charge Total							\$71.75

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



OUTDOOR LIGHTING UOLS SERVICE AGREEMENT

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

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

See Section I, below for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Upon request the location information or drawing will be provided for the proposed placement of this lighting equipment.

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

WITNESSETH:

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

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

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

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.3 Tariff riders and sales tax are not included, which may cause the amounts quoted to fluctuate.

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

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

LIGHTING LAYOUT DESIGN DISCLAIMER

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

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

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

- 2.1 HOURS OF OPERATION are the typical dusk-to-dawn photoelectric cell automatically operated System or as prescribed by a schedule agreed upon by the company and the customer. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge or based upon a calculation related to an agreed upon schedule of usage and the luminaire impact wattage.

SECTION III. – ENERGY USAGE COST CALCULATION

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

SECTION IV. – SYSTEM MAINTENANCE

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

SECTION V. – PAYMENT

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

SECTION VI. – TERM OF AGREEMENT

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

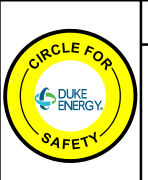
SECTION VII. – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement.
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

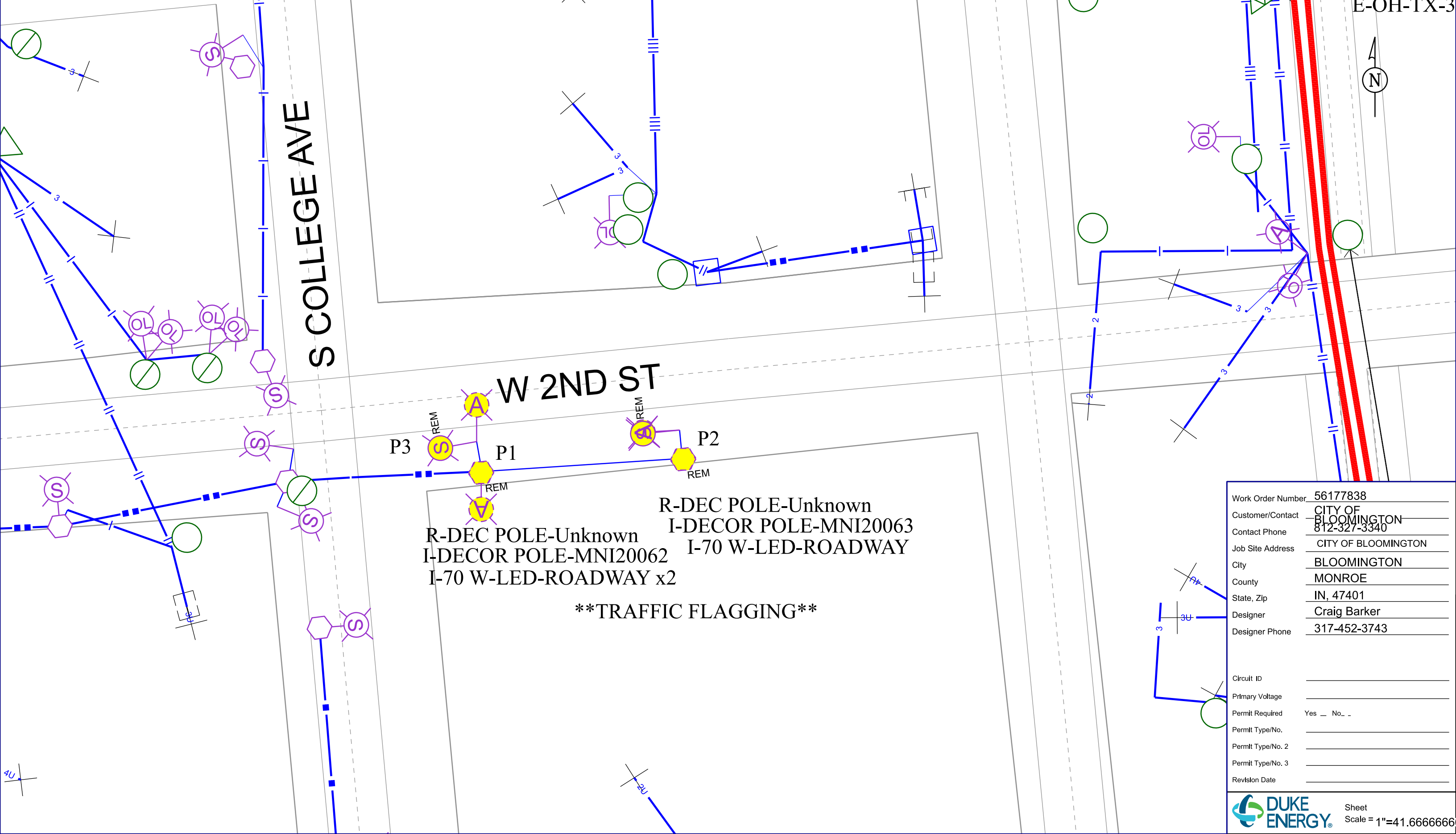
EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

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

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



REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



R-DEC POLE-Unknown
 I-DECOR POLE-MNI20062
 I-70 W-LED-ROADWAY x2

R-DEC POLE-Unknown
 I-DECOR POLE-MNI20063
 I-70 W-LED-ROADWAY

****TRAFFIC FLAGGING****

Work Order Number	56177838
Customer/Contact	CITY OF BLOOMINGTON
Contact Phone	812-327-3340
Job Site Address	CITY OF BLOOMINGTON
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47401
Designer	Craig Barker
Designer Phone	317-452-3743
Circuit ID	_____
Primary Voltage	_____
Permit Required	Yes _ No _
Permit Type/No.	_____
Permit Type/No. 2	_____
Permit Type/No. 3	_____
Revision Date	_____



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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/13/2024	Payroll				617,483.03
					<u>617,483.03</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 \$ 617,483.03

Dated this 17th day of December year of 2024.

Kyla Cox Deckard, President

Elizabeth Karon, Vice-President

James Roach, Secretary

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

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Approve Amendment 2 to Agreement with American Structurepoint, Inc. for On-Call Traffic Engineering Services

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 12/17/2024

Report: This contract includes traffic signal timing development and deployment, traffic simulations, intersection analyses, traffic signal design reviews, and other similar tasks. Work is completed on an on-call basis as requested by the City. This contract with American Structurepoint was originally executed in December 2017 with a not-to-exceed amount of \$30,000 and amended in July 2022 for a new not-to-exceed amount for a total of \$50,000. This second amendment will increase the not-to-exceed amount by \$25,000 to a new total of \$75,000. It will also update hourly rates to reflect current billing rates.



CONTRACT COVER MEMORANDUM

TO: Office of the Mayor
FROM: Engineering Department
DATE: 12/9/2024
RE: Amendment 2 to Agreement with American Structurepoint, Inc. for On-Call Traffic Engineering Services

Contract Recipient/Vendor Name:	American Structurepoint, Inc.
Department Head Initials of Approval:	Andrew Cibor
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Neil Kopper
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleks Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2037
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-849
Due Date For Signature:	12/17/2024
Expiration Date of Contract:	Estimated 12/1/2026
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$75,000 (existing contract is \$50,000)
Funding Source:	601-07-070000-54310
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:

This contract includes traffic signal timing development and deployment, traffic simulations, intersection analyses, traffic signal design reviews, and other similar tasks. Work is completed on an on-call basis as requested by the City. This contract with American Structurepoint was originally executed in December 2017 with a not-to-exceed amount of \$30,000 and amended in July 2022 for a new not-to-exceed amount for a total of \$50,000. This second amendment will increase the not-to-exceed amount by \$25,000 to a new total of \$75,000. It will also update hourly rates to reflect current billing rates.

City of Bloomington Contract and Purchase Justification Form

Vendor: American Structurepoint, Inc.

Contract Amount: 75,000

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 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		Yes	No
# of Submittals: n/a			Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met city requirements?	<input type="checkbox"/>	<input type="checkbox"/>	Selection based on qualifications.		
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:

Selection based on firm's extensive knowledge of and experience with the City's traffic signal system.

Neil Kopper

Senior Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

**ADDENDUM NO. 2 TO AGREEMENT FOR CONSULTING SERVICES
FOR ON-CALL TRAFFIC ENGINEERING SERVICES
WITH AMERICAN STRUCTUREPOINT, INC.**

This Addendum supplements the Agreement for Consulting Services with American Structurepoint, Inc. (“Agreement”) for On-Call Traffic Engineering Services which was entered into on December 12, 2017 and amended on July 25, 2022, as follows:

1. See **Article 23. Notices**: The address for notices to the Consultant shall be modified to read:

American Structurepoint, Inc.
Attn: Cash E. Canfield, PE
9025 River Road, Suite 200
Indianapolis, Indiana 46240
2. See **Article 4. Compensation** and **Exhibit B Compensation**: The City shall pay American Structurepoint, Inc. an amount not to exceed \$25,000.00 for additional Engineering Services as conducted on a time and materials basis. The not to exceed amount for the entire project shall be \$75,000.00. The Exhibit B compensation rates shall be updated as shown in Attachment 1.
3. See **Article 13, Indemnification**: This provision is intended to be consistent and compliant with Indiana Code § 26-2-5-4 and shall be read and modified as needed to be compliant.
4. See **Exhibit D, Key Personnel**: The Exhibit D, Key Personnel shall be updated as shown in Attachment 2.
5. In all other aspects, the Agreement shall remain in effect as originally written.

--Signature page to follow--

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 Work

Patrick M O'Connor
Project Manager

Elizabeth Karon
Vice President, Board of Public Works

Date: _____

James Roach
Secretary, Board of Public Works

Date: _____

Margie Rice
Corporation Counsel, Office of the Mayor

Date: _____

Attachment 1 – Table of Rates (Exhibit B)

Classification	Hourly Rate
Project Manager	\$215.32 \$230.18
Senior Engineer	\$161.23 \$183.95
Project Engineer	\$138.32 \$155.20
Senior Environmental Specialist	\$172.51 \$198.47
Environmental Specialist	\$128.83 \$132.30
Staff Engineer*	\$98.63 \$109.63
Survey Crew Member	\$70.90 \$73.60
Registered Land Surveyor	\$147.50 \$164.16
Researcher*	\$113.96 \$123.32
Senior Technician*	\$128.41 \$153.43
Technician*	\$80.50 \$91.36
Direct Expenses	At Cost
Subconsultants	Cost + 5%

ATTACHMENT 2

**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>
Principal in Charge	Zachary T. Wolf, PE
Project Manager	Patrick O'Connor, PE, PTOE
Lead Traffic Engineer	Gannon Grimmer, PE
Project Engineer	Shaluka Samarasena, PE



Board of Public Works Staff Report

Project/Event: Approve Memorandum of Understanding between the City of Bloomington Utilities and the City of Bloomington Engineering Department for Payment of Construction Fees Related to the Winslow, Rogers (Allendale to Sare) Resurfacing Project

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 12/17/2024

Report: This project will provide asphalt resurfacing on Winslow Road and Rogers Road between Allendale Drive and Sare Road. In coordination with the project, the City of Bloomington Utilities Department (CBU) is interested in installing green infrastructure stormwater treatments. This MOU outlines the commitment by CBU to pay for the portion of the project that is associated with the installation of this green infrastructure. Total green infrastructure costs are estimated at \$54,000. Construction will occur in 2025.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval – CBU MOU	Current Item	12/17/2024
Design Services Contract*	N/A	--
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	Pending	12/17/2024

*Design performed as part of on-call contract with REA.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BLOOMINGTON UTILITIES
AND THE CITY OF BLOOMINGTON ENGINEERING DEPARTMENT
FOR PAYMENT OF CONSTRUCTION FEES RELATED TO THE
Winslow, Rogers (Allendale to Sare) Resurfacing Project**

WHEREAS, the City of Bloomington, Indiana (“City”), pursuant to statutory authority set out in Indiana Code Section 36-4-9-4, has established an Engineering Department (“Engineering”) which acts by and through the City’s Board of Public Works (“BPW”), and, pursuant to statutory authority set out in Indiana Code Section 36-9-23-3, has established the City of Bloomington Utilities Department (“CBU”) which acts by and through its Utilities Service Board (“USB”); and,

WHEREAS, Engineering is engaged in the design of asphalt resurfacing improvements along East Winslow Road and East Rogers Road between East Allendale Drive and South Sare Road within the incorporated limits of the City (“Project”); and,

WHEREAS, BPW has entered into an agreement with Rundell Ernstberger Associates, INC (“Consultant”) to complete the engineering design for the Project; and

WHEREAS, the Project includes the design and construction of green infrastructure storm improvements (i.e., rain gardens) instead of the typical “grey infrastructure” storm components, adding an estimated \$54,000.00 to the construction cost; and

WHEREAS, a portion of the construction cost may be eligible for grant funding through the Community Crossing Matching Grant funds and will be applied to the total not to exceed construction costs before CBU makes final payment on this Project; and

WHEREAS, CBU intends to be responsible for the cost of all green infrastructure related construction costs associated with the Project.

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

1. Green Infrastructure Rain Garden Construction: CBU shall be responsible for 100% of the costs associated with the construction of the Project’s green infrastructure in an amount estimated not to exceed \$54,000.00. Engineering shall apply any available Community Crossing Matching Grant funds to the costs of this Project prior to CBU paying the remaining balance.
2. Access to Land: CBU shall work with BPW and Consultant to secure legal authority to enter upon public and private lands as required for the Consultant, agents, independent contractors and the like to perform the services necessary to install the agreed upon green infrastructure so designed by Consultant and approved by CBU.
3. Coordination with Consultant: CBU shall provide access, at no expense to the Consultant, to USB board members, and/or CBU staff, and to all available CBU information pertinent to the

Project and the use of such information as appropriate and necessary to perform all design aspects and installation of the green infrastructure associated with the Project.

4. Construction Drawings and Calculations: The BPW, through the Engineering Department, shall provide copies of all construction drawings and calculations related to the green infrastructure improvements associated with the Project from the Consultant to CBU.
5. Bid Documents: The BPW, through the Engineering Department, has provided the bid documents and line item descriptions related to green infrastructure items to CBU for review prior to putting the project out for bid. The BPW shall inform CBU of the amount included by the successful bidder (“Contractor”) which is attributable to the cost of green infrastructure installation.
6. Coordination with Contractor: CBU staff shall be available to answer questions from the Contractor related to the green infrastructure installation. CBU staff shall be available to perform green infrastructure inspections as necessary to ensure proper installation.
7. Payment Process: The Contractor shall submit its construction invoices to Engineering. Engineering shall apply any eligible Community Crossing Matching Grant funds to the costs of this Project. Engineering shall promptly forward a statement to CBU including any and all invoices that include costs associated with CBU’s portion of the Project to CBU along with all Community Crossing Matching Grant funds with a total showing the balance owed by CBU on the Project. CBU shall verify invoice accuracy and process payment directly to the Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this *Memorandum of Understanding* which shall become effective as of the date last entered below.

**CITY OF BLOOMINGTON
UTILITIES SERVICE BOARD**

Megan Parmenter 12/16/24

Megan Parmenter, Date

President

Daniel Frank

Attest:

Katherine Zaiger

Katherine Zaiger (Dec 17, 2024 11:12 EST)

Katherine Zaiger Date

Director

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS**

Kyla Cox Deckard, Date

President

Elizabeth Karon, Date

Vice President

James Roach, Date

Secretary



Board of Public Works Staff Report

Project/Event: Project Contract Award – Winslow, Rogers (Allendale-Sare) Resurfacing Project

Petitioner/Representative: Engineering Department

Staff Representative: Jason Kerr

Date: December 17th, 2024

Report: This project will provide asphalt resurfacing on Winslow Road and Rogers from between Allendale Drive and Sare Road. The project also includes sidewalk curb ramp improvements, crosswalk improvements including installation of a median island for crossing Winslow Road at Xavier Court, installation of a concrete truck apron and widened splitter islands at the Winslow/High/Rogers roundabout, pavement marking replacements, sign updates, and stormwater infrastructure updates including installation of a rain garden near Xavier Court. There is a 45 day closure of the Winslow/High/Rogers round-a-bout. This closure is to take place between May 24th and Aug 1st. This project will also have lane closures throughout for work to be accomplished. Engineering recommends that BPW award this project to Milestone Contractors, LP. Milestone Contractors, LP was the lowest responsive and responsible bidder and their bid is in the amount of \$1,340,000.00.

Bids:

Milestone Contractors, LP	\$1,340,000.00
E & B Paving	\$1,593,149.00
Crider & Crider, linc	\$1,701,464.40



CONTRACT COVER MEMORANDUM

TO: Office of the Mayor
FROM: Engineering Department
DATE: December 17th, 2024
RE: Project Contract Award, Winslow, Rogers (Allendale-Sare) Resurfacing

Contract Recipient/Vendor Name:	Milestone Contractors, LP
Department Head Initials of Approval:	Andrew Cibor
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Jason Kerr
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2037
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-850
Due Date For Signature:	12/17/2024
Expiration Date of Contract:	Estimated December 2026
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	Contract Amount: \$1,340,000.00
Funding Source:	101-20-20CRED-54510 249-20-G24028-54510 (CCMG Funding)
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract This project will provide asphalt resurfacing on Winslow Road and Rogers from between Allendale Drive and Sare Road. The project also includes sidewalk curb ramp improvements, crosswalk improvements including installation of a median island for crossing Winslow Road at Xavier Court, installation of a concrete truck apron and widened splitter islands at the Winslow/High/Rogers roundabout, pavement marking replacements, sign updates, and stormwater infrastructure updates including installation of a rain garden near Xavier Court. Engineering request that BPW award this project to Milestone Contractors, LP. Milestone Contractors, LP were the lowest responsible and responsive bidders and their bid is in the amount of \$1,340,000.00.

City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contractors, LP

Contract Amount: \$1,340,000.00

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 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: N/A			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 for the awarding of the bid for the Winslow, Rogers (Allendale-Sare) Resurfacing Project to Milestone Contractors, LP.	
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 \$1,340,000.00

Jason Kerr

Print/Type Name

Project Manager

Print/Type Title

Engineering

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

CONTRACTOR

FOR

WINSLOW, ROGERS (ALLENDALE – SARE) RESURFACING

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and Milestone Contractors, LP, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for installation of concrete curbs, curb ramps, asphalt resurfacing, pavement markings, signs, patching, and restoration of areas with topsoil and sodding at various locations within the City of Bloomington, as further depicted in the plans. (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 and twenty (120) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

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

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

ARTICLE 3. COMPENSATION

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

3.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment '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 and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent or the Board shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by the Owner or another party under contract with Owner, said funds shall be released to Owner.

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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

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

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

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Milestone Contractors, LP
Attn: Jason Kerr	AJ Chandler
P.O. Box 100 Suite 130	3110 N Westbury Village 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.

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

DATE: _____

City of Bloomington

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Elizabeth Karon, Vice President

Printed Name

James Roach, Secretary

Title of Contractor Representative

Kerry Thomson, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

WINSLOW, ROGERS (ALLENDALE – SARE) RESURFACING

This project shall include, but is not limited to providing asphalt resurfacing on Winslow Road and Rogers from between Allendale Drive and Sare Road. The project also includes sidewalk curb ramp improvements, crosswalk improvements including installation of a median island for crossing Winslow Road at Xavier Court, installation of a concrete truck apron and widened splitter islands at the Winslow/High/Rogers roundabout, pavement marking replacements, sign updates, and stormwater infrastructure updates including installation of a rain garden near Xavier Court. There is a 45 day closure of the Winslow/High/Rogers round-a-bout. This closure is to take place between May 24th and Aug 1st. This project will also have lane closures throughout for work to be accomplished.

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	Description	Quantity	Unit of Measure	Unit Cost	Total
1	105-06845	CONSTRUCTION ENGINEERING	1	L.S.	\$3,500.00	\$3,500.00
2	109-08443	QUALITY ADJUSTMENTS, TEMPORARY TRAFFIC CONTROL DEVICES	0	DOL	\$1.00	
3	109-11362	QUALITY ADJUSTMENTS, FAILURE TO MAINTAIN TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES	0	DOL	\$1.00	
4	110-01001	MOBILIZATION AND DEMOBILIZATION	1	L.S.	\$17,100.00	\$17,100.00
5	201-52370	CLEARING RIGHT OF WAY	1	L.S.	\$11,000.00	\$11,000.00
6	201-02245	TREE, 6 IN., REMOVE	6	EACH	\$650.00	\$3,900.00
7	201-02250	TREE, 10 IN., REMOVE	2	EACH	\$850.00	\$1,700.00
8	201-02255	TREE, 18 IN., REMOVE	1	EACH	\$1,500.00	\$1,500.00
9	202-02240	PAVEMENT REMOVAL	1781	S.Y.	\$15.00	\$26,715.00
10	202-02279	CURB AND GUTTER, REMOVE	440	L.F.	\$12.50	\$5,500.00
11	202-52710	SIDEWALK, CONCRETE, REMOVE	613	S.Y.	\$20.50	\$12,566.50
12	202-91385	INLET, REMOVE	4	EACH	\$625.00	\$2,500.00
13	205-06933	TEMPORARY INLET PROTECTION	12	EACH	\$125.00	\$1,500.00
14	211-02050	B BORROW	46	C.Y.	\$125.00	\$5,750.00
15	214-11796	GEOGRID, TYPE IB	1165	S.Y.	\$3.25	\$3,786.25
16	301-12233	COMPACTED AGGREGATE, NO. 8	34	C.Y.	\$67.65	\$2,300.10
17	301-	COMPACTED	681	TON	\$47.00	\$32,007.00

	12234	AGGREGATE NO. 53				
18	301-12235	COMPACTED AGGREGATE, NO. 11	6	C.Y.	\$133.50	\$801.00
19	305-07464	PCC BASE PATCHING, 9 IN	36	S.Y.	\$68.00	\$2,448.00
20	306-08034	MILLING, ASPHALT, 1 1/2 IN	5185	S.Y.	\$2.40	\$12,444.00
21	401-07321	HMA, 2, 58s, SURFACE, 9.5 mm (Modified)	656	TON	\$90.00	\$59,040.00
22	401-07390	HMA, 2, 58s, INTERMEDIATE, 19.0 mm (Modified)	246	TON	\$87.00	\$21,402.00
23	401-07407	HMA, 2, 58s, BASE, 25.0 mm (Modified)	360	TON	\$85.00	\$30,600.00
24	401-10258	JOINT ADHESIVE, SURFACE	1230	L.F.	\$1.00	\$1,230.00
25	402-07451	HMA WEDGE AND LEVEL, TYPE B	65	TON	\$87.00	\$5,655.00
26	406-05521	ASPHALT FOR TACK COAT	6723	S.Y.	\$.50	\$3,361.50
27	604-06070	SIDEWALK, CONCRETE, 4IN	343	S.Y.	\$72.00	\$24,696.00
28	604-08086	CURB RAMP, CONCRETE	192	S.Y.	\$152.00	\$29,184.00
29	604-12083	DETECTABLE WARNING SURFACES	38	S.Y.	\$300.00	\$11,400.00
30	604-12086	DIRECTIONAL WARNING SURFACES	3	S.Y.	\$310.00	\$930.00
31	604-44251	STEPS, CONCRETE	2	C.Y.	\$5,600.00	\$11,200.00
32	604-95344	HANDRAIL, PEDESTRIAN	22	L.F.	\$700.00	\$15,400.00
33	605-06120	CURB, CONCRETE	186	L.F.	\$57.00	\$10,602.00
34	605-06125	CURB, CONCRETE, MODIFIED	165	L.F.	\$119.00	\$19,635.00
35	605-06140	CURB AND GUTTER, CONCRETE	980	L.F.	\$68.00	\$66,640.00
36	605-06255	CENTER CURB, D CONCRETE	22	S.Y.	\$265.00	\$5,830.00
37	605-09131	CURB AND GUTTER, TURNOUT CONCRETE	12	L.F.	\$117.00	\$1,404.00
38	616-06406	RIPRAP, REVETMENT	37	S.Y.	\$47.00	\$1,739.00
39	616-11736	DECORATIVE STONE	11	TON	\$145.00	\$1,595.00

40	616-12246	GEOTEXTILE FOR RIPRAP, TYPE 1A	104	S.Y.	\$7.50	\$780.00
41	621-06561	MULCHED SEEDING, CITY OF BLOOMINGTON MIX	1172	S.Y.	\$2.65	\$3,105.80
42	621-06576	TURF RESTORE, EXISTING PAVEMENT AREA	573	S.Y.	\$100.00	\$57,300.00
43	621-09908	SOIL	34	C.Y.	\$235.00	\$7,990.00
44	622-05657	PLANT, RAIN GARDEN, GALLON	291	EACH	\$82.05	\$23,876.55
45	715-05048	PIPE, TYPE 4, CIRCULAR, DIAMETER 6 IN.	52	L.F.	\$7.35	\$382.20
46	715-05149	PIPE, TYPE 2, CIRCULAR, 12 IN.	68	L.F.	\$95.00	\$6,460.00
47	718-11685	UNDERDRAIN CLEANOUT PORT	1	EACH	\$375.00	\$375.00
48	718-12305	GEOTEXTILE FOR UNDERDRAINS, TYPE 1A	37	S.Y.	\$28.00	\$1,036.00
49	720-01894	CASTING, FURNISH AND ADJUST TO GRADE	1	EACH	\$1,400.00	\$1,400.00
50	720-12798	CASTING, MANHOLE, ADJUST TO GRADE	1	EACH	\$635.00	\$635.00
51	720-45035	INLET, TYPE F7	1	EACH	\$3,700.00	\$3,700.00
52	720-45045	INLET, TYPE J10	1	EACH	\$4,100.00	\$4,100.00
53	720-45055	INLET, TYPE M10	2	EACH	\$4,100.00	\$8,200.00
54	720-45075	INLET, TYPE R13	1	EACH	\$4,400.00	\$4,400.00
55	720-45400	MANHOLE, TYPE A4	1	EACH	\$3,200.00	\$3,200.00
56	720-93411	INLET, TYPE C15, MODIFIED	1	EACH	\$4,500.00	\$4,500.00
57	721-10149	DEBRIS SCREEN	1	EACH	\$850.00	\$850.00
58	801-06775	MAINTAINING TRAFFIC	1	L.S.	\$31,500.00	\$31,500.00
59	802-05704	SIGN POST, SQUARE, TYPE 1, UNREINFORCED ANCHOR BASE	182	L.F.	\$25.00	\$4,550.00

60	802-07058	SIGN, SHEET ASSEMBLY, RELOCATE	5	EACH	\$200.00	\$1,000.00
61	802-07059	SIGN, SHEET, AND SUPPORTS, REMOVE	7	EACH	\$175.00	\$1,225.00
62	802-09840	SIGN, SHEET, WITH LEGEND, 0.100 IN.	93	S.F.	\$42.00	\$3,906.00
63	807-98690	HANDHOLE, ADJUST TO GRADE	3	EACH	\$159.48	\$478.44
64	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	158	L.F.	\$10.71	\$1,692.18
65	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	2710	L.F.	\$1.02	\$2,764.20
66	808-10118	TRANSVERSE MARKING, THERMOPLASTIC, YIELD LINE, WHITE, 24 IN.	14	L.F.	\$27.12	\$379.68
67	808-11691	LINE, THERMOPLASTIC, DOTTED, WHITE, 12 IN.	9	L.F.	\$12.65	\$113.85
68	808-75278	TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, YELLOW, 12 IN.	63	L.F.	\$5.36	\$337.68
69	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	4265	L.F.	\$.81	\$3,454.65
70	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, 24 IN.	40	L.F.	\$10.71	\$428.40
71	808-75300	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 6 IN.	112	L.F.	\$2.68	\$300.16
72	808-75998	SNOWPLOWABLE RAISED PAVEMENT MARKER	42	EACH	\$80.00	\$3,360.00
		Total				\$656,342.14

Line Item	Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	105-06845	CONSTRUCTION ENGINEERING	1	L.S.	\$3,500.00	\$3,500.00
2	109-08443	QUALITY ADJUSTMENTS, TEMPORARY TRAFFIC CONTROL DEVICES	0	DOL	\$1.00	
3	109-11362	QUALITY ADJUSTMENTS, FAILURE TO MAINTAIN TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES	0	DOL	\$1.00	
4	110-01001	MOBILIZATION AND DEMOBILIZATION	1	L.S.	\$17,100.00	\$17,100.00
5	201-52370	CLEARING RIGHT OF WAY	1	L.S.	\$2,421.41	\$2,421.41
6	202-02240	PAVEMENT REMOVAL	1903	S.Y.	\$9.25	\$17,602.75
7	202-02279	CURB AND GUTTER, REMOVE	294	L.F.	\$19.00	\$5,586.00
8	205-06933	TEMPORARY INLET PROTECTION	8	EACH	\$125.00	\$1,000.00
9	214-11796	GEOGRID, TYPE IB	1903	S.Y.	\$1.76	\$3,349.28
10	301-12234	COMPACTED AGGREGATE NO. 53	761	TON	\$47.00	\$35,767.00
11	401-07321	HMA, 2, 58s, SURFACE, 9.5 mm (Modified)	149	TON	\$87.00	\$12,963.00
12	401-07390	HMA, 2, 58s, INTERMEDIATE, 19.0 mm (Modified)	247	TON	\$87.00	\$21,489.00
13	401-07407	HMA, 2, 58s, BASE, 25.0 mm (Modified)	492	TON	\$85.00	\$41,820.00
14	401-10258	JOINT ADHESIVE, SURFACE	490	L.F.	\$1.00	\$490.00
15	402-07451	HMA WEDGE AND LEVEL, TYPE B	30	TON	\$90.00	\$2,700.00
16	406-05521	ASPHALT FOR TACK COAT	1903	S.Y.	\$.50	\$951.50
17	502-06627	PCCP, 6 IN., BROWN	184	S.Y.	\$115.98	\$21,340.32
18	502-06329	PCCP, 12 IN., RED	384	S.Y.	\$170.00	\$65,280.00

19	604-08086	CURB RAMP, CONCRETE	53	S.Y.	\$152.00	\$8,056.00
20	604-12083	DETECTABLE WARNING SURFACES	12	S.Y.	\$310.00	\$3,720.00
21	605-06140	CURB AND GUTTER, CONCRETE	375	L.F.	\$64.50	\$24,187.50
22	621-06561	MULCHED SEEDING, CITY OF BLOOMINGTON MIX	152	S.Y.	\$14.73	\$2,238.96
23	621-06576	TURF RESTORE, EXISTING PAVEMENT AREA	112	S.Y.	\$125.00	\$14,000.00
24	720-12797	CASTING, INLET, ADJUST TO GRADE	2	EACH	\$670.80	\$1,341.60
25	720-12798	CASTING, MANHOLE, ADJUST TO GRADE	1	EACH	\$670.80	\$670.80
26	720-94840	CASTING, WATER VALVE, ADJUST TO GRADE	3	EACH	\$135.00	\$405.00
27	801-06775	MAINTAINING TRAFFIC	1	L.S.	\$21,000.00	\$21,000.00
28	802-05704	SIGN POST, SQUARE, TYPE 1, UNREINFORCED ANCHOR BASE	103	L.F.	\$25.00	\$2,575.00
29	802-07058	SIGN, SHEET ASSEMBLY, RELOCATE	3	EACH	\$200.00	\$600.00
30	802-07059	SIGN, SHEET, AND SUPPORTS, REMOVE	7	EACH	\$175.00	\$1,225.00
31	802-09840	SIGN, SHEET, WITH LEGEND, 0.100 IN.	59	S.F.	\$42.00	\$2,478.00
32	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	120	L.F.	\$10.71	\$1,285.20
33	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	86	L.F.	\$1.02	\$87.72
34	808-10118	TRANSVERSE MARKING, THERMOPLASTIC, YIELD LINE, WHITE, 24 IN.	28	L.F.	\$27.12	\$759.36
35	808-11691	LINE, THERMOPLASTIC, DOTTED, WHITE, 12 IN.	20	L.F.	\$12.65	\$253.00

36	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	302	L.F.	\$.81	\$244.62
37	808-75998	SNOWPLOWABLE RAISED PAVEMENT MARKER	4	EACH	\$80.00	\$320.00
		Total				\$338,808.02

Line Item	Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	105-06845	CONSTRUCTION ENGINEERING	1	L.S.	\$3,500.00	\$3,500.00
2	109-08443	QUALITY ADJUSTMENTS, TEMPORARY TRAFFIC CONTROL DEVICES	0	DOL	\$1.00	
3	109-11362	QUALITY ADJUSTMENTS, FAILURE TO MAINTAIN TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES	0	DOL	\$1.00	
4	110-01001	MOBILIZATION AND DEMOBILIZATION	1	L.S.	\$17,100.00	\$17,100.00
5	201-52370	CLEARING RIGHT OF WAY	1	L.S.	\$4,500.00	\$4,500.00
6	202-02240	PAVEMENT REMOVAL	642	S.Y.	\$14.05	\$9,020.10
7	202-02278	CURB, CONCRETE, REMOVE	39	L.F.	\$25.51	\$994.89
8	202-02279	CURB AND GUTTER, REMOVE	286	L.F.	\$19.00	\$5,434.00
9	202-52710	SIDEWALK, CONCRETE, REMOVE	262.67	S.Y.	\$27.00	\$7,092.09
10	205-06933	TEMPORARY INLET PROTECTION	15	EACH	\$125.00	\$1,875.00
11	214-11796	GEOGRID, TYPE IB	556	S.Y.	\$3.25	\$1,807.00
12	301-12234	COMPACTED AGGREGATE NO. 53	318	TON	\$47.00	\$14,946.00
13	305-07464	PCC BASE PATCHING, 9 IN	25	S.Y.	\$83.00	\$2,075.00
14	306-08034	MILLING, ASPHALT, 1 1/2 IN	8958	S.Y.	\$2.06	\$18,453.48
15	401-07321	HMA, 2, 58s, SURFACE, 9.5 mm (Modified)	916	TON	\$90.00	\$82,440.00
16	401-07390	HMA, 2, 58s, INTERMEDIATE, 19.0 mm (Modified)	94	TON	\$87.00	\$8,178.00
17	401-07407	HMA, 2, 58s, BASE, 25.0 mm (Modified)	187	TON	\$85.00	\$15,895.00
18	401-10258	JOINT ADHESIVE, SURFACE	545	L.F.	\$1.00	\$545.00

19	402-07451	HMA WEDGE AND LEVEL, TYPE B	35	TON	\$87.00	\$3,045.00
20	406-05521	ASPHALT FOR TACK COAT	10071	S.Y.	\$.50	\$5,035.50
21	502-06457	PCCP, 9IN.	18	S.Y.	\$370.00	\$6,660.00
22	604-06070	SIDEWALK, CONCRETE, 4IN	167	S.Y.	\$97.95	\$16,357.65
23	604-08086	CURB RAMP, CONCRETE	156	S.Y.	\$152.00	\$23,712.00
24	604-12083	DETECTABLE WARNING SURFACES	28	S.Y.	\$310.00	\$8,680.00
25	605-06120	CURB, CONCRETE	53	L.F.	\$60.00	\$3,180.00
26	605-06140	CURB AND GUTTER, CONCRETE	242	L.F.	\$75.00	\$18,150.00
27	615-06520	MONUMENT, RE-ESTABLISH	1	EACH	\$1,200.00	\$1,200.00
28	621-06561	MULCHED SEEDING, CITY OF BLOOMINGTON MIX	253	S.Y.	\$8.57	\$2,168.21
29	621-06576	TURF RESTORE, EXISTING PAVEMENT AREA	140	S.Y.	\$130.00	\$18,200.00
30	720-12797	CASTING, INLET, ADJUST TO GRADE	1	EACH	\$635.00	\$635.00
31	720-12798	CASTING, MANHOLE, ADJUST TO GRADE	1	EACH	\$635.00	\$635.00
32	720-94840	CASTING, WATER VALVE, ADJUST TO GRADE	2	EACH	\$135.00	\$270.00
33	807-98690	HANDHOLE, ADJUST TO GRADE	1	EACH	\$100.00	\$100.00
34	801-06775	MAINTAINING TRAFFIC	1	L.S.	\$18,965.94	\$18,965.94
35	802-02158	SIGN PANEL, REMOVE AND INSTALL	1	EACH	\$1,750.00	\$1,750.00
36	802-05704	SIGN POST, SQUARE, TYPE 1, UNREINFORCED ANCHOR BASE	72	L.F.	\$25.00	\$1,800.00
37	802-07058	SIGN, SHEET ASSEMBLY, RELOCATE	3	EACH	\$200.00	\$600.00
38	802-07059	SIGN, SHEET, AND SUPPORTS, REMOVE	3	EACH	\$175.00	\$525.00
39	802-09840	SIGN, SHEET, WITH LEGEND, 0.100 IN.	25	S.F.	\$42.00	\$1,050.00

40	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	282	L.F.	\$10.71	\$3,020.22
41	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	2665	L.F.	\$1.02	\$2,718.30
42	808-10118	TRANSVERSE MARKING, THERMOPLASTIC, YIELD LINE, WHITE, 24 IN.	14	L.F.	\$27.12	\$379.68
43	808-11482	LINE, THERMOPLASTIC, DOTTED, WHITE, 4 IN.	49	L.F.	\$4.22	\$206.78
44	808-11691	LINE, THERMOPLASTIC, DOTTED, WHITE, 12 IN.	10	L.F.	\$12.65	\$126.50
45	808-75278	TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, YELLOW, 12 IN.	60	L.F.	\$5.36	\$321.60
46	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	7230	L.F.	\$.81	\$5,856.30
47	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, 24 IN.	60	L.F.	\$10.71	\$642.60
48	808-75300	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 6 IN.	225	L.F.	\$2.68	\$603.00
49	808-75998	SNOWPLOWABLE RAISED PAVEMENT MARKER	55	EACH	\$80.00	\$4,400.00
		Total				\$344,849.84



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

Slate Form 52414 (R2 /2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date: DECEMBER 16, 2024

- 1. Governmental Unit (Owner): CITY OF BLOOMINGTON
- 2. County: MONROE
- 3. Bidder (Firm): MILESTONE CONTRACTORS, L.P.
 Address: 3110 N WESTBURY VILLAGE DRIVE
 City/State: BLOOMINGTON, INDIANA 47404
- 4. Telephone Number: (812) 330-2037
- 5. Agent of Bidder (if applicable): AARON J. CHANDLER

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of WINSLOW, ROGERS (ALLENDALE TO SARE) RESURFACING

(Governmental Unit) in accordance with plans and specifications prepared by CITY OF BLOOMINGTON

and dated DECEMBER 16, 2024 for the sum of
SEE ATTACHED \$ SEE ATTACHED

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of the units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The Contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (if applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States. (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

PART II
(For projects of \$150,000 or more – (IC 36-1-12-4))

Governmental Unit: CITY OF BLOOMINGTON

Bidder (Firm): MILESTONE CONTRACTORS, L.P.

Date (month, day, year): DECEMBER 16, 2024

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
\$1,844,546.00	CONCRETE PAVING	2023	CITY OF FORT WAYNE, PINE VALLEY PHASE 4, 200 E BERRY ST., FORT WAYNE, IN
\$10,343,209.00	ROAD CONSTRUCTION	2023	CITY OF INDIANAPOLIS, ST-22-099 200 EAST WASHINGTON ST., SUITE 1522, INDIANAPOLIS, IN
\$7,924,680.00	BRIDGE CONSTRUCTION	2023	INDIANA DEPARTMENT OF TRANSPORTATION, B-43724-A. 415 BOYD, LAPORTE, IN
\$1,424,832.00	ROAD CONSTRUCTION	2023	GREENE COUNTY HIGHWAY, 2023 RD RESURFACE, 847 N 800 W, SWITZ CITY, IN

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
\$158,813,703.00	ROAD CONSTRUCTION	2024	INDIANA DEPARTMENT OF TRANSPORTATION, R-41501-A, 32 SOUTH BROADWAY ST., GREENFIELD, IN
\$11,087,100.00	ROAD CONSTRUCTION	2024	INDIANA DEPARTMENT OF TRANSPORTATION, R-41903-A, 32 SOUTH BROADWAY ST., GREENFIELD, IN
\$106,975,000.00	RUNWAY CONSTRUCTION	2024	INDIANAPOLIS AIRPORT AUTHORITY, TAXIWAY 5R-23L, 7800 COL H. WEIR COOK MEMORIAL DRIVE, INDIANAPOLIS, IN
\$26,447,421.16	BRIDGE & ROAD CONSTRUCTION	2025	INDIANA DEPARTMENT OF TRANSPORTATION, B-43508-A. 5333 HATFIELD RD., FORT WAYNE, IN



EVALUATION TABULATION

PWP No. TBD

Winslow, Rogers (Allendale to Sare) Resurfacing

RESPONSE DEADLINE: December 16, 2024 at 12:00 pm

Report Generated: Monday, December 16, 2024

SELECTED VENDOR TOTALS

Vendor	Total
Milestone Contractors, LP	\$1,340,000.00
E&B Paving-- Bloomington	\$1,593,149.00
Crider & Crider, Inc.	\$1,701,464.395

SECTION 1 (WEST)

WINSLOW RD - ALLENDALE DR to WINSLOW RD RNDABT

Vendor	Total
Milestone Contractors, LP	\$656,342.14
Crider & Crider, Inc.	\$749,553.45
E&B Paving-- Bloomington	\$832,500.00

SECTION 2 (ROUNDAABOUT)

WINSLOW RD RNDABT - WINSLOW RD TO WINSLOW RD

Vendor	Total
Milestone Contractors, LP	\$338,808.02

EVALUATION TABULATION

PWP No. TBD

Winslow, Rogers (Allendale to Sare) Resurfacing

Vendor	Total
E&B Paving-- Bloomington	\$392,400.00
Crider & Crider, Inc.	\$486,609.69

SECTION 3 (EAST)

ROGERS RD - WINSLOW RD RNDABT TO SOMERSET PL

Vendor	Total
Milestone Contractors, LP	\$344,849.84
E&B Paving-- Bloomington	\$368,249.00
Crider & Crider, Inc.	\$465,301.255

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Crider & Crider, Inc.	E&B Paving-- Bloomington	Milestone Contractors, LP
Is your Bid over \$10,000.00	Pass	Pass	Pass
Approved Affirmative Action Plan	Pass	Pass	Pass
Is your bid over \$100,000.00?	Pass	Pass	Pass
Select payment option?	Pass	Pass	Pass
Will any subcontractors be performing work valued over \$10,000.00?	Pass	Pass	Pass
Subcontractor list.	No Response	Pass	Pass
Bid Guarantee, Is your Bid over \$150,000.00	Pass	Pass	Pass
Upload Bid Guarantee	Pass	Pass	Pass

EVALUATION TABULATION

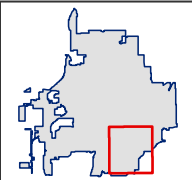
PWP No. TBD

Winslow, Rogers (Allendale to Sare) Resurfacing

Question Title	Crider & Crider, Inc.	E&B Paving-- Bloomington	Milestone Contractors, LP
If awarded the Project, will you be able to provide a Performance Bond and a Payment Bond??	Pass	Pass	Pass
Drug Testing Policy, is your Bid over \$150,000.00?	Pass	Pass	Pass
Upload approved Drug Testing Policy.	Pass	Pass	Pass
If applicable, are you pre-qualified by INDOT to perform this work?	Pass	Pass	Pass
Upload pre-qualification letter.	Pass	Pass	Pass
If applicable, did you include the cost of a trench safety system in your bid?	Pass	Pass	Pass
Is your Bid over \$25,000.00?	Pass	Pass	Pass
Submit State Form 96.	Pass	Pass	Pass
When applicable, will you have the retainage held through Yellow Cardinal or by the Board?	Pass	Pass	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	Pass	Pass



Map Legend





Board of Public Works Staff Report

Project/Event: Change Order Packet 2
Petitioner/Representative: Engineering Department
Staff Representative: Jeremy Inman
Date: December 11th, 2024

Report: This project will resurface portions of downtown streets including College Avenue, Walnut Street, 4th Street, and 6th Street. While primarily focused on asphalt resurfacing, this project will also include pedestrian safety and accessibility improvements such as new curb ramps, intersection bump-outs, and accessible parking spaces.

Change Order 5

Brick Pavers were repaired on 4th Street near Grant Street. There wasn't a pay item in the bid packet for the reinstall. Change order 5 is to add the pay item into the job. Total amount for the reinstall is \$8,765.25

Change Order 6

The City of Bloomington extended the November 22nd deadline to November 27th 2024. This extension was because of the delays and extra work that was caused by the downtown traffic related to the Indiana Football games and other events. No Cost for this change order

Change Order 7

This change order is for the overage on the asphalt items that were used during the Downtown Street Maintenance Project. The total amount for change order 7 is \$42,366.20.

Total cost of the project is

Original	\$1,997,075.00
Previous C/O's	\$2,052,481.14
Change Order #5	\$8,765.25 Paving
Change Order #6	No Cost
Change Order #7	\$42,366.20 Paving
Final	\$2,103,612.59



CONTRACT COVER MEMORANDUM

TO: Office of the Mayor
FROM: Engineering Department
DATE: December 11, 2024
RE: Downtown Street Project

Contract Recipient/Vendor Name:	Milestone Contractors, LLC												
Department Head Initials of Approval:	Andrew Cibor												
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Jeremy Inman												
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>													
Record Destruction Date: <i>(Legal to fill in)</i>													
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>													
Due Date For Signature:	12-11-2024												
Expiration Date of Contract:	12-01-2025												
Renewal Date for Contract:	N/A												
Total Dollar Amount of Contract:	<table border="0"> <tr> <td>Original</td> <td>\$1,997,075.00</td> </tr> <tr> <td>Previous C/O's</td> <td>\$2,052,481.14</td> </tr> <tr> <td>Change Order #5</td> <td>\$8,765.25 Paving</td> </tr> <tr> <td>Change Order #6</td> <td>No Cost</td> </tr> <tr> <td>Change Order #7</td> <td>\$42,366.20 Paving</td> </tr> <tr> <td>Final</td> <td>\$2,103,612.59</td> </tr> </table>	Original	\$1,997,075.00	Previous C/O's	\$2,052,481.14	Change Order #5	\$8,765.25 Paving	Change Order #6	No Cost	Change Order #7	\$42,366.20 Paving	Final	\$2,103,612.59
Original	\$1,997,075.00												
Previous C/O's	\$2,052,481.14												
Change Order #5	\$8,765.25 Paving												
Change Order #6	No Cost												
Change Order #7	\$42,366.20 Paving												
Final	\$2,103,612.59												
Funding Source:	This project will be funded locally by the following sources: 455-26-260000-53990 (parking-related work), 101-13-13CRED-54510 (safety-related work), and 101-20-20CRED-54510 (resurfacing-related work).												
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes												
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes												
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes												

Summary of Contract:

This project shall include, but is not limited to, asphalt resurfacing, restriping, curb ramp modifications, and stormwater infrastructure updates on portions of 4th Street, 6th Street, College Avenue, and Walnut Street; installation of new accessible parking spaces in the downtown area; and sign, pavement marking, and parking meter post maintenance activities related to parking spaces in the downtown area. Bids will be publicly opened and read aloud during the 7/29/2024 BPW work session.



City of Bloomington, Indiana

Change Order Details

Downtown St Maintenance Project, (ENG 24 Downtown)

Description	This project will resurface downtown streets, including College Avenue, Walnut Street, 4th Street, and 6th Street. While primarily focused on asphalt resurfacing, this project will also include pedestrian safety and accessibility improvements such as new curb ramps, intersection bump-outs, and accessible parking spaces.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	5
Status	Pending
Date Created	12/02/2024
Type	Errors and Omissions
Summary	Brick Pavers pay item added
Change Order Description	Brick pavers reset was not included as a pay item.
Awarded Project Amount	\$1,997,075.00
Authorized Project Amount	\$2,046,731.14
Change Order Amount	\$8,765.25
Revised Project Amount	\$2,055,496.39

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0120	604-03643	SYS	39.000	\$224.750	\$8,765.25
BRICK PAVERS					
Funding Details					
		Paving	39.000	\$224.750	\$8,765.25
1 item					Total: \$8,765.25

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Safety	\$445,436.00	\$457,505.27	\$0.00	\$457,505.27
Parking	\$59,150.00	\$59,150.00	\$0.00	\$59,150.00
Paving	\$1,492,489.00	\$1,530,075.87	\$8,765.25	\$1,538,841.12
3 fund packages	\$1,997,075.00	\$2,046,731.14	\$8,765.25	\$2,055,496.39

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

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

Doc Express® Document Signing History

Contract: Downtown Street Maintenance Project, (ENG 24 Downtown) Document:
change_order-5-20241202

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

Date	Signed By
12/09/2024	Brent Foster Milestone Contractors Digital Signature (Contractor Reviewed)
12/09/2024	Jeremy Inman City of Bloomington Digital Signature (PM Reviewed)
12/11/2024	Neil Kopper City of Bloomington Digital Signature (Engineer Reviewed)
	(Funding Approved)



City of Bloomington, Indiana

Change Order Details

Downtown St Maintenance Project, (ENG 24 Downtown)

Description	This project will resurface downtown streets, including College Avenue, Walnut Street, 4th Street, and 6th Street. While primarily focused on asphalt resurfacing, this project will also include pedestrian safety and accessibility improvements such as new curb ramps, intersection bump-outs, and accessible parking spaces.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Lafayette, IN
Change Order	6
Status	Pending
Date Created	12/03/2024
Type	Changed Conditions
Summary	Extra days
Change Order Description	The City of Bloomington extended the November 22nd deadline to November 27th, 2024. This extension was because of the delays and extra work that was caused by the downtown traffic related to the IU Football games and other events.
Awarded Project Amount	\$1,997,075.00
Authorized Project Amount	\$2,046,731.14
Change Order Amount	\$0.00
Revised Project Amount	\$2,046,731.14

New Time Limits

Type	Pending Deadline	Pending Cost per Day
Calendar Days	5.0 Calendar Days	\$500.00

The City of Bloomington extended the dealing from November 22nd to November 27th because of the delays that were caused by IU Football and other events.

1 time limit

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

<hr/> <p>Engineer</p>	<hr/> <p>Contractor</p>	<hr/> <p>Board of Public Works</p>
<hr/> <p>Title</p>	<hr/> <p>Title</p>	<hr/> <p>Title</p>
<hr/> <p>Date</p>	<hr/> <p>Date</p>	<hr/> <p>Date</p>

Doc Express® Document Signing History

Contract: Downtown Street Maintenance Project, (ENG 24 Downtown) Document:
Change order 6

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

Date	Signed By
12/03/2024	Jeremy Inman City of Bloomington Electronic Signature (Submitted)
12/09/2024	Brent Foster Milestone Contractors Digital Signature (Contractor Reviewed)
12/09/2024	Jeremy Inman City of Bloomington Digital Signature (PM Reviewed)
12/11/2024	Neil Kopper City of Bloomington Digital Signature (Engineer Reviewed)
	(Funding Approved)



City of Bloomington, Indiana

Change Order Details

Downtown St Maintenance Project, (ENG 24 Downtown)

Description	This project will resurface downtown streets, including College Avenue, Walnut Street, 4th Street, and 6th Street. While primarily focused on asphalt resurfacing, this project will also include pedestrian safety and accessibility improvements such as new curb ramps, intersection bump-outs, and accessible parking spaces.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	7
Status	Pending
Date Created	12/11/2024
Type	Other
Summary	Change order 7
Change Order Description	Overages on materials
Awarded Project Amount	\$1,997,075.00
Authorized Project Amount	\$2,046,731.14
Change Order Amount	\$42,366.20
Revised Project Amount	\$2,089,097.34

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised		
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
Section: 1 - Description										
0015	401-07321	TON	\$110.000	4,319.000	\$475,090.00	365.000	\$40,150.00	4,684.000	\$515,240.00	
HMA SURFACE, 9.5 mm (TYPE B)										
Funding Details										
				Parking	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				Paving	4,319.000	\$475,090.00	365.000	\$40,150.00	4,684.000	\$515,240.00
				Safety	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0018	401-10258	LFT	\$0.400	23,861.000	\$9,544.40	4,082.000	\$1,632.80	27,943.000	\$11,177.20	
JOINT ADHESIVE, SURFACE										
Funding Details										
				Parking	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				Paving	23,861.000	\$9,544.40	4,082.000	\$1,632.80	27,943.000	\$11,177.20
				Safety	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0020	406-05521	SYS	\$0.200	51,983.000	\$10,396.60	2,917.000	\$583.40	54,900.000	\$10,980.00	
ASPHALT FOR TACK COAT										
Funding Details										
				Parking	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				Paving	51,983.000	\$10,396.60	2,917.000	\$583.40	54,900.000	\$10,980.00
				Safety	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
3 items			Totals		\$495,031.00		\$42,366.20		\$537,397.20

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Safety	\$445,436.00	\$457,505.27	\$0.00	\$457,505.27
Parking	\$59,150.00	\$59,150.00	\$0.00	\$59,150.00
Paving	\$1,492,489.00	\$1,530,075.87	\$42,366.20	\$1,572,442.07
3 fund packages	\$1,997,075.00	\$2,046,731.14	\$42,366.20	\$2,089,097.34

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

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

Doc Express® Document Signing History

Contract: Downtown Street Maintenance Project, (ENG 24 Downtown) Document:
Change order 7

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

Date	Signed By
12/11/2024	Jeremy Inman City of Bloomington Electronic Signature (Submitted)
	(Contractor Reviewed)
	(PM Reviewed)
	(Engineer Reviewed)
	(Funding Approved)



Board of Public Works Staff Report

Project/Event: Approve LPA Consulting Contract with Etica Group for Preliminary Engineering Services for the Crosswalk Safety Improvements Project Phase 3

Petitioner/Representative: Engineering Department

Staff Representative: Kendall Knoke, Project Engineer

Date: 12/17/2024

Report: This project builds upon phases 1 and 2 to construct improved crosswalks at various locations throughout the City. Three initial locations for this phase have been prioritized by the Planning and Transportation Department. These locations will be further evaluated during an initial alternatives development and review phase of design. Both design and construction of this project is a federally funded with a local match.

Etica Group was selected from 7 qualified engineering firms that responded to a Request for Proposals (RFP) to perform preliminary engineering and right-of-way services for this project. The contract is set at a not-to-exceed amount of \$278,608.00. Design is anticipated to begin in early 2025 and Construction is scheduled to begin in late 2027.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Preliminary Engineering (PE) Contract	Current Item	12/10/2024
PE Federal Funding Approval (INDOT-LPA Contract)	Future	2025
ROW Services (RW) Contract	Future	2025
Public Need Resolution (if needed)	Future	2026
Construction Engineering (CE) Contract	Future	2026/2027
Construction (CN) Federal Funding Approval (INDOT-LPA Contract)	Future	2027
CN Contract	N/A*	2027

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



CONTRACT COVER MEMORANDUM

TO: Office of the Mayor
FROM: Engineering Department
DATE: 12/11/2024
RE: Preliminary Engineering Contract for Crosswalk Safety Improvements
Phase 3 Project

Contract Recipient/Vendor Name:	Etica Group
Department Head Initials of Approval:	Andrew Cibor
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Kendall Knoke
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2038
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-841
Due Date For Signature:	12/17/2024
Expiration Date of Contract:	Estimated December 2027
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$278,608.00
Funding Source:	601 07-070000-54310
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:

This project seeks to utilize federal funding to improve various crosswalks throughout Bloomington. Three locations along West 17th, East 17th, and East Covenanter have been identified for inclusion in phase 3 of this project. Etica Group was selected to perform the preliminary engineering services for this project using INDOT’s selection process. Etica Group was the top scoring firm among 7 firms who submitted letter of interest. This contract is set at a not-to-exceed amount of \$278,608.00.

City of Bloomington Contract and Purchase Justification Form

Vendor: Etica Group

Contract Amount: \$278,608.00

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

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

# of Submittals: 7	Yes	No		
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/> <input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Qualifications-based selection (required by INDOT in order to utilize federal funds) based on responses to RFP.	
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:

Etica Group was selected for this contract as the highest ranked firm out of the seven proposals received.

Kendall Knoke

 Print/Type Name

Project Engineer

 Print/Type Title

Engineering

 Department

LPA - CONSULTING CONTRACT

This Contract (“this Contract”) is made and entered into effective as of _____, 2025 (“Effective Date”) by and between City of Bloomington, Indiana, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and The Etica Group, Inc. (“the CONSULTANT”), [a corporation organized under the laws of the State of Indiana].

Des. No.: **2400041**

Project Description: **Crosswalk Safety Improvements Phase 3**

RECITALS

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

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

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

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

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

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

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

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

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be **December 31, 2027**. A schedule for completion of the Services and deliverables is set forth in Appendix “C” which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix “D” which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$278,608.00**.

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

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

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

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

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

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

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

- i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

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

9. Confidentiality of LPA Information.

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

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

11. DBE Requirements.

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

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

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

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

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

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

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

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

13. Disputes.

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

14. Drug-Free Workplace Certification.

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

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

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

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

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

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

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

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

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

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

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

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

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

Notices to the LPA shall be sent to:

Kendall Knoke
Project Engineer
City of Bloomington
Engineering Department
401 N. Morton Street, Suite 130
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

Jessica Nickloy
President / CEO
Etica Group, Inc.
8720 Castle Creek Parkway East Drive, Suite 400
Indianapolis, IN 46250

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

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

27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.
28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make

such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

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

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

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Non-Collusion.

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

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

CONSULTANT

LOCAL PUBLIC AGENCY

Jessica Nickloy
Signature

Signature

Jessica Nickloy, President/CEO

(Print or type name and title)

Kyla Cox Deckard
President, Board of Public Works

(Print or type name and title)

Signature

Elizabeth Karon
Vice President, Board of Public Works

(Print or type name and title)

Attest:

Brock Ridgway
Signature

Signature

Brock Ridgway, PE
Senior Engineering Program Manager

(Print or type name and title)

James Roach
Secretary, Board of Public Works

(Print or type name and title)

Signature

Margie Rice
Corporation Counsel, Office of the Mayor

(Print or type name and title)

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

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

The CONSULTANT shall be responsible for performing the following activities:

SEE ATTACHED SPREADSHEET - "APPENDIX A – DETAILED TASK LIST AND FEE ESTIMATE"

APPENDIX A - DETAILED TASK LIST AND FEE ESTIMATE

for Bloomington Engineering Department

Crosswalk Safety Improvements Phase 3

Des. No 2400041

12/10/2024

TASKS IN APPROXIMATE CHRONOLOGICAL ORDER	Sr. Project Manager	Project Manager	Project Engineer /	CADD Technician	Project Surveyor	Survey Crew	Admin	Subconsultant Expenses	Direct Expenses	Totals
Hourly Rate (Uses July 2025-June 2026 Rates) >	\$227.40	\$175.11	\$161.53	\$116.65	\$145.03	\$111.93	\$103.58	At Cost	At Cost	
PRELIMINARY ENGINEERING										
DATA COLLECTION & SITE RECONNAISSANCE										
Project Kickoff Meeting and Preps (Virtual)		2	2							\$673
Topographic Survey - Covenant Drive at S. Auto Mall Road		3		10	6	22			\$300	\$5,324
Topographic Survey - 17th at Eagleson & David Baker Avenue		4		14	8	29			\$400	\$7,140
Topographic Survey - 17th at Willis Drive		5		16	8	34			\$500	\$8,208
LCRSP / Right-of-Way Assessment - Covenant Drive at S. Auto Mall Road		8		16	4	8			\$150	\$4,893
LCRSP / Right-of-Way Assessment - 17th at Eagleson & David Baker Avenue		10		18	4	8			\$250	\$5,576
LCRSP / Right-of-Way Assessment - 17th at Willis Drive		8		16	4	8			\$150	\$4,893
Prepare Mapping and Description for Early Coordinator		2	4							\$996
Conduct Early Coordination with Indiana University (East 17th)		2								\$350
Conduct Early Coordination with School Corp (West 17th)		2								\$350
Conduct Early Coordination with local business stakeholders (Covenant)		2								\$350
Conduct Early Coordination with CBU - Drainage Needs (All Sites)		1								\$175
Conduct Early Coordination with City and IU Bus Services (All Sites)		2								\$350
Early Coord with Utilities / Request Mapping			4							\$646
Survey Upload and Terrain Modeling		1		12						\$1,575
Set Alignments, Add Control points and Benchmarks		1		6						\$875
Site Recon, Survey Review, Inventory Misc Features / Revise Topc		8	10	6					\$200	\$3,916
Reconcile Utility Data with Survey			6	3						\$1,319
ALTERNATIVES DEVELOPMENT AND REVIEW										
Prepare Alternatives Exhibits for each Site	1	8	12	12						\$4,966
Analysis of Alternatives (Turning Movements, Cost, Utility Impacts)		12	12	2						\$4,273
Coordination Meeting with IU (East 17th) - Virtual		2	2							\$673
Coordination Meeting with School (West 17th)		5	5	1					\$200	\$2,000
Evaluation Meeting with City to Review Alternatives and Select (site mtg)		5	5	1					\$200	\$2,000
ENVIRONMENTAL DOCUMENT (Assumes CE Level 1)										
Complete Section 106 Review and Documentation (Weintraut & Associates)								\$36,400		\$36,400
Data Collection/ Field Investigation		24							\$100	\$4,303
Wetland Report Preparation		28								\$4,903
Red Flag Investigation		30								\$5,253
Draft Environmental Document		48								\$8,405
Commitments Summary / Consultation Form / Meetings		16								\$2,802
CE Revisions and INDOT Coordination		20								\$3,502
ROAD DESIGN - PLAN DEVELOPMENT AND DESIGN TASKS										
Prepare Title Sheet		2		4					\$100	\$917
Prepare Index/General Notes/Legend/Utility Contacts Sheet	1	2	4	6						\$1,924
Assemble Typical Details Sheets	1	4	4	12						\$2,974
Maintenance of Traffic and Erosion Control										
MOT Design and Notes -Assumes Detours Required	2	20	8	20						\$7,582
Erosion Control Design		2	4	2						\$1,230
Construction Details										
Assemble Site Plan Sheets		2		8						\$1,283
Prepare Site Layout - Covenant - Bumpouts/Crosswalks/Ramps/Bus Stops	2	12	24	18						\$8,533
Prepare Site Layout - E. 17th - Enhanced Crossing/Ramps	1	4	8	10						\$3,387
Prepare Site Layout - W 17th - Enhanced Crossing/Ramps	1	4	6	8						\$2,830

APPENDIX A - DETAILED TASK LIST AND FEE ESTIMATE
Crosswalk Safety Improvements Phase 3

Des. No 2400041

for Bloomington Engineering Department
 12/10/2024

TASKS IN APPROXIMATE CHRONOLOGICAL ORDER	Sr. Project Manager	Project Manager	Project Engineer /	CADD Technician	Project Surveyor	Survey Crew	Admin	Subconsultant Expenses	Direct Expenses	Totals
Hourly Rate (Uses July 2025-June 2026 Rates) >	\$227.40	\$175.11	\$161.53	\$116.65	\$145.03	\$111.93	\$103.58	At Cost	At Cost	
BIDDING AND CONSTRUCTION SUPPORT TASKS										
Respond to Bidder Questions		2	2							\$673
Addenda Prep if Required		2	4	2						\$1,230
Preconstruction Meeting		3								\$525
Review Submittals / Shop Drawings		2								\$350
Respond to Field Questions / Change Requests / General Support to Constructor		6	8						\$200	\$2,543
Participate in Walkthrough/Punchlist Preparation		5	5						\$200	\$1,883
PROJECT ADMINISTRATION AND MANAGEMENT TASKS										
Manage / Review Subconsultants		2								\$350
Prepare and Monitor Project Workplan	12	6								\$3,779
Project Accounting Setup and Control / Invoicing		2					8			\$1,179
Total Hours:	30	483	337	292	34	109	8			TOTAL
Fee by Classification:	\$6,822	\$84,578	\$54,436	\$34,062	\$4,931	\$12,200	\$829	\$ 77,400	\$3,350	\$278,608

Assumptions:

Assumptions:	Breakdown by Task	
Drainage design limited to immediate vicinity with connection available in the established survey limits	Survey	\$ 20,672
Environmental document expected to be prepared as a CE Level 1 (elevation to a Level 2 or higher is not included)	Route Survey Plats	\$ 15,362
Historic Coordination expected to require full Section 106 Documentation due to presence of Eligible properties bordering the work		
Geotechnical Investigations are assumed not required for this work. The project is assumed to qualify for a waiver by INDOT	Environmental Document	\$ 29,168
No formal Pavement Design is expected to be required. INDOT or City Standard Sections are expected to apply	Section 106 Coordination	\$ 36,400
Signal Design is anticipated to include up to an RRFB in complexity; Full signal or a HAAWK system not included		
No permits are expected to be required for the project	Road Design	\$ 112,519
Stage 1 and 2 Plans are for Local review only. Stage 3 will be first design submittal to INDOT		
Plan preparation is expected to be in 2025 and 2026, with Anticipated Letting in July 2027.		
All survey work will be in accordance with Indiana Code IC 25-21.5, Indiana Administrative Code 865 IAC, and INDOT design manual.	Utility Coordination	\$ 16,282
Right of way management, right of way engineering, title research and appraisal problem analyses are based on an assumed 4 parcels	Title Searches	\$ 7,200
The design of stormwater quality units is not anticipated	RW Engineering	\$ 27,200
	Appraisal Problem Analysis	\$ 1,140
	RW Management	\$ 5,460
	Bidding and Construction Support	\$ 7,205
	TOTAL:	\$ 278,608

Breakdown by Firm		
The Etica Group, Inc.	\$	201,208
Weintraut & Associates, Inc.	\$	36,400
Hanson Professional Services, Inc.	\$	41,000
TOTAL:	\$	278,608

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
2. Standard Specifications and standard drawings applicable to the project
3. Available data from the transportation planning process
4. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
5. Copies of any decisions or positions expressed by City staff relating to the project, if such decisions or comments are deemed important by the LPA for consideration by the Consultant.
6. Provide a representative authorized to review the project documents and make decisions on behalf of the LPA.

APPENDIX "C"**SCHEDULE:**

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

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

ESTIMATED PROJECT SCHEDULE

MILESTONE	ESTIMATED DATE	COMMENTS
Notice to Proceed	May 1, 2025	
Survey Complete	July 15, 2025	
Route Survey Plats Complete	August 30, 2025	
Assessment and Alternative Selection Complete	August 30, 2025	
Stage 1 Plans Complete	October 30, 2025	
Field Check/Utility Coordination Meeting	December 15, 2025	
Stage 2 Plans Complete	February 15, 2026	
Public Meeting (optional Hearing)	March 10, 2026	
RW Engineering Complete	March 30, 2026	
Environmental Document Complete	July 15, 2026	
Appraisals Complete	August 15, 2026	
Stage 3 Plans, Specs and Estimate to INDOT	September 15, 2026	
RW Acquisition Complete	January 15, 2027	
Right of Way Documents Submitted	February 5, 2027	Per INDOT letting schedule
Tracings Submittal to INDOT	March 22, 2027	
Letting	July 14, 2027	
Construction	August- November 2027	

APPENDIX "D"**COMPENSATION TO CONSULTANT:**

This project is to be conducted with an agreed Maximum Cost of **\$278,608.00**.

For budget and general progress tracking, the lumpsum will be split into the following subcategories:

Breakdown by Task	Maximum for Task	Billing Format
Survey	\$20,672	Lumpsum
Route Survey Plats	\$15,362	Lumpsum
Environmental Document	\$29,168	Lumpsum
Section 106 Coordination	\$36,400	Hourly by Subconsultant
Road Design	\$112,519	Lumpsum
Utility Coordination	\$16,282	Lumpsum

Title Searches	\$7,200	Per Parcel by Subconsultant
RW Engineering	\$27,200	Per Parcel by Subconsultant
Appraisal Problem Analysis	\$1,140	Per Parcel by Subconsultant
RW Management	\$5,460	Per Parcel by Subconsultant
Bidding and Construction Support	\$7,205	Lumpsum
TOTAL:	\$278,608	

Attachment A – Scope of Services for City of Bloomington - Crosswalk Safety Improvements Phase 3

Three Intersection Improvements: Covenanter Drive at S. Auto Mall Road, 17th Street at Eagleson and David Baker Avenue, and 17th Street at Willis Drive

Des. No.: 2400041

Date: 12/10/2024

PROJECT DESCRIPTION:

Hanson Professional Services Inc., (the Consultant), is the sub-Consultant to the Etica Group (PRIME) for the City of Bloomington, Indiana (OWNER), for the following services: 11.1 Right-of-Way Plan Development, 12.1 Project Management for Acquisition Services, 12.2 Title Research and 12.3 Value Analysis. Listed services are in support of the PRIME on behalf of the OWNER. The Project will be further described as:

- **Crosswalk Safety Improvements for Three Intersections: Covenanter Drive at S. Auto Mall Road, 17th Street at Eagleson and David Baker Avenue, and 17th Street at Willis Drive.**

Covenanter Drive at S. Auto Mall Road: Project includes Right-of-Way Engineering, Title Research, Project Management for Acquisition Services, and Value Analysis.

17th at Eagleson and David Baker Avenue: Project includes Right-of-Way Engineering, Title Research, Project Management for Acquisition Services, and Value Analysis.

17th Street at Willis Drive: Project includes Right-of-Way Engineering, Title Research, Project Management for Acquisition Services, and Value Analysis.

The project's purpose is to improve crosswalk safety for three intersections within the City of Bloomington. To support the design for the Etica Group, Hanson will perform Right-of-Way Engineering, Title Research, Project Management for Land Acquisition Management and Value Analysis. Total number of parcels required for the project will depend on the final design. For this proposal 4 parcels will be estimated for fee development.

The project design shall conform to the Indiana Department of Transportation (INDOT) *Design Manual*, standard details, specifications, policies, and procedures (in force at the time of the execution of this Agreement), Public Right-of-Way Accessibility Guidelines (PROWAG), and the Indiana Manual on Uniform Traffic Control Devices (IMUTCD). The project will be developed in U.S. Customary Units.

A more detailed discussion of the Consultant's services is described in the following specific sections:

Services:

The Scope of Services to be provided is limited to the following:

Task #	Description
11.1	Right-of-Way Engineering
12.1	R/W Acquisition - Project Management
12.2	R/W Acquisition - Title Search
12.3	R/W Acquisition - Value Analysis

PROJECT MANAGEMENT

Objective

The objective of this task is to perform the successful management of the project by applying knowledge, skills, tools, and techniques to meet the project requirements. The primary objectives of project management are threefold: meeting project budgets, completing project tasks on time, and providing quality deliverables for Traffic Signal Design, Lighting Design, Right of Way Plan Development, and Title and Research.

Project Management Activity

1. Prepare Progress Reports
2. Stakeholder Communication
3. Risk Management
4. Change Management
5. Invoice Development and Review
6. QC Subconsultant work

Meetings

The following meetings are anticipated:

- Kickoff Meeting (1)
- Field Check Meeting (1)
- Coordination Meetings (4)

TASK 11.1: RIGHT-OF-WAY ENGINEERING

Objective

The objective of this task is to:

- Prepare documents to clear any right of way required for project construction.

Right of Way Engineering Activities:

- Develop R/W Engineering Plans.
- Prepare descriptions for all permanent and temporary right of way takings - Exhibit "A".
- Prepare parcel plats for all permanent right of way takings - Exhibit "B".
- Calculate and provide COGO worksheets for all parcels.
- Develop area computation sheets for all parcels.
- Provide RER Memo's if required.
- Prepare Parcel acquisition will be completed by INDOT.
- INDOT's L-10 for each parcel.
- Provide parcel closure computations.
- Develop parcel narratives describing parcel placement and existing right of way determinations.
- Provide LPA-LRS input into INDOT data base.
- Prepare R/W engineering parcel packets for land acquisition services as per INDOT requirements.

Assumptions:

- Provide right of way engineering documents for an estimated 4 parcels resulting in an estimated 4 legal descriptions.

All work shall be in accordance with Indiana Code (I.C. 25-21.5); Indiana Administrative Code (865 I.A.C. 1-12); and the Design Manual, Indiana Department of Transportation, Part III, Location Surveys (Survey Manual).

Items Specifically Not Included

- Location Control Route Survey Plat
- R/W Staking

Task 12.1: R/W Acquisition - Project Management

Objective

The objective of this section is to provide coordination between the subconsultants, the owner, and other stake holders involved with this project. These Right-of-Way Services include all reasonable services as required to secure the parcels based on the approved engineering design or recommend to INDOT that a parcel be condemned. The INDOT Real Estate Fee Schedule shall be used. Should modifications be made to the Fee Schedule prior to the work rendered, the adjusted fees shall be used.

Results/Deliverables

Up to 4 Parcels.

Activity

- The Consultant shall be responsible for administrating, scheduling and coordinating all activities necessary to certify that the right-of-way has been acquired and the project is clear for construction letting, including meetings, conferences, and communications with Property Owners, Attorneys, Engineers, Appraisers, Buyers, and INDOT.
- The Consultant will submit each parcel file to the City of Bloomington and to the State upon completion of the described services.

Assumptions

The Indiana Department of Transportation (INDOT) *Design Manual*, standard details, specifications, policies and procedures (in force at the time of the execution of this Agreement) will be utilized on the project.

TASK 12.2: TITLE RESEARCH

Objective

- Prepare title and encumbrance reports for all parcels (*assumed 4 Permanent for this Project*)
- Prepare title updates for parcels (*assumed 4 Permanent parcels will require title updates*)

Deliverables

The products of this section are as follows:

- Title and encumbrance reports for all parcels (*assume 4 permanent for this Project*)
- Title updates for 4 Permanent parcels

Coordination

- The Consultant will direct project communications through the Owner regarding coordination, contractual, design, and compensation-related issues.
- Plan submittals per the guidelines in the INDOT Design Manual (in force at the time of the execution of this Agreement).

Activity

A. PREPARATION OF TITLE AND ENCUMBRANCE REPORTS – PERMANENT RIGHT-OF-WAY

1. COVER SHEET

- a. The TITLE AND ENCUMBRANCE REPORT cover sheet shall follow the format shown below.
- b. The cover sheet of each Title and Encumbrance Report shall be identified with the Project Number, County, Political Township, RW Code Number, Parcel Number, Road Number, Des. Number and the name of the presumptive fee owner as shown on the right-of-way plans.
- c. A brief legal description shall be provided, including the quarter section or subdivision lot number, section number, township and range numbers (including direction), the acreage (unless in subdivision), and the assessed values of the land and improvements.
- d. The record owner(s), as of the certification date, shall be identified as shown in the instrument vesting title in them. The address of the record owner(s) and recording information shall also be provided.
- e. Active mortgages shall be shown on the cover sheet. If multiple mortgages are active, a note may be used to direct the reader's attention to the chain of title.
- f. Judgments, easements and tax information shall be identified by the applicable entry numbers from the chain of title. The status of the taxes shall be noted on the cover sheet.
- g. The cover sheet shall include the certification statement shown below. The consultant performing the search shall sign and date the cover sheet.

2. CAPTION

- a. Page 2 shall begin with the identification of the property covered by the Title and Encumbrance Report, hereinafter referred to as the caption. The caption shall be identified by the instrument number of the instrument conveying title to the current fee owner. Sell-offs shall be identified in the same manner. See Section A.4 for more information pertaining to the caption.

3. CONTIGUOUS PROPERTY

- a. A statement regarding contiguous property shall follow the caption identification. See Section A.5 for more information pertaining to contiguous property.

4. CHAIN OF TITLE

- a. The chain of title shall be presented as entries which address conveyances and encumbrances that affect the caption property. The entries shall be listed chronologically, by date, from the oldest to the newest.
- b. The chain of title shall begin with the first conveyance of the caption property which falls at least twenty years prior to the day of the search and provides an adequate legal description. Each instrument which conveys or encumbers the caption, or a portion thereof, shall be listed as an entry in the chain of title. A copy of each instrument shall be attached to the Title and Encumbrance Report and labeled as to its respective entry number and the recorded book and page (or instrument) number.
- c. Each entry in the chain of title which conveys the caption, or a portion thereof, shall include the following information: grantor, grantee, type of conveyance or legal action, and recording information.
- d. Sell-offs from the caption shall be identified as such and accepted. A copy of the conveyance from the owner of the caption shall be attached. In additions, instruments referred to in the caption description, or required to define the caption description, shall be copied and attached.
- e. If the real estate described in the caption is part of a subdivision, one legible copy of the subdivision plat shall be furnished, including the complete metes and bounds description, dedication, approvals and certificates, etc. One legible copy of the subdivision plats for other subdivisions named in the instruments which convey the caption, or a portion thereof, shall also be furnished.
- f. In the event that the last conveying instrument contains an incomplete or faulty legal description, the Consultant shall make a note to that effect.
- g. When it is necessary to use the legal descriptions from two or more conveying instruments to formulate the caption, each legal description shall be given a tract number for reference purposes.
- h. Easements shall be fully described as to grantor, grantee, and complete recording information. A copy of the instrument shall be attached. Blanket easements which affect the entire caption may be described with a statement to that effect.
- i. Leases, liens, mortgages, assignments of rent, etc. shall be identified and described by the same method used for easements. In addition, subsequent assignments shall be shown.
- j. The tax statement shall be the last entry and include the following information: the name under which the real estate is assessed, the political township, the "Key" number (with each tract identified, if applicable), the amount and current status of the taxes.
- k. Defects in the chain of title shall be accompanied by the title researcher's note explaining the defect.

5. CONTIGUOUS PROPERTY

- a. A search for contiguous property is required for the Department's Engineering and Condemnation procedures.
- b. Contiguous property is property that is owned by the same entity as the caption and 1) has "unity for use" with the caption property, 2) is conveyed in the caption instrument or instruments, or 3) is adjacent to the caption property.
- c. Property conveyed in the caption conveyance must be accounted for. It is either contiguous property (requiring a statement to that effect); has been sold off (requiring a copy of the instrument of conveyance); or is beyond a one-mile radius of the caption property (requiring a statement to that effect).
- d. Property that is known to have "unity of use" with the caption property shall be shown as contiguous property.
- e. Property that is indicated on the plans supplied by the Department as being owned by the same entity as owns the caption property should be accounted for as contiguous. A statement indicating that contiguous property instruments are attached will suffice.

- f. A statement indicating that no contiguous property was found is required when none of the above conditions have been met.
- g. No liability shall be incurred by the Consultant regarding contiguous property.

6. AUDITOR/ASSESSOR PLATS

- a. The Consultant shall provide one copy of the Auditor's or Assessor's plat(s), which covers the project area, and one copy of any applicable subdivision plat(s).

7. GENERAL

- a. Each Title and Encumbrance Report and the attachments thereto shall be submitted in DUPLICATE.
- b. If there are any questions concerning the information required, or any problems that need to be discussed, please feel free to contact the appropriate District Real Estate Manager.
- c. The Consultant agrees to testify in court on behalf of the State on title work prepared under this contract should he/she be required to do so by the Department. In consideration for actions taken by the consultant, the department will agree in writing to fees for testimony prior to the date the consultant must testify.
- d. The Consultant agrees to follow accepted principles and techniques as shown and necessary interpretation of these furnished by the Department. A parcel that does not meet such requirements shall be further documented without additional compensation to the Consultant.

B. PREPARATION OF TITLE AND ENCUMBRANCE REPORTS – TEMPORARY RIGHT-OF-WAY

1. COVER SHEET

- a. The cover sheet shall follow the format as found in Attachment "1", with the words "TEMPORARY R/W" added to the title.
- b. The cover sheet of each Temporary R/W Title and Encumbrance Report shall be identified with the Project Number, County, Political Township, RW Code Number, Parcel Number, Road Number, and Des. Number and the name of presumptive fee owner as shown on the right-of-way plans.
- c. A brief legal description shall be provided, including the quarter section or subdivision lot number, section number, township and range numbers (including direction), the acreage (unless in subdivision) and the assessed values of the land and improvements.
- d. The record owner(s), as of the certification date, shall be identified exactly as shown in the instrument vesting title in them. The address of the record owner(s) and complete recording information shall also be provided.
- e. No mortgage search is required for temporary R/W.
- f. No judgment or easement searches are required for temporary R/W.
- g. The status of the taxes shall be noted on the cover sheet.
- h. The cover sheet shall include a certification statement which indicated that the search was abbreviated for temporary R/W purposes only. The consultant performing the search shall sign and date the cover sheet.

2. CAPTION

- a. Page 2 shall begin with the identification of the property covered by the Title and Encumbrance Report, hereinafter referred to as the caption. The caption shall be identified with instrument number of the instrument conveying title to the current fee owner. Sell-offs shall be identified in the same manner. See Section A.4 for more information pertaining to the caption.

3. CONTIGUOUS PROPERTY

- a. A statement regarding contiguous property shall follow the caption identification. See Section A.5 for more information pertaining to contiguous property.

4. TAXES

- a. The "key" number and current status of the taxes shall be noted. Any delinquent taxes shall be identified.

5. GENERAL

- a. The Consultant shall furnish a copy of the deed(s) which conveyed the caption to the current fee owner and any sell-offs.

- b. Each Title and Encumbrances Report and the attachments thereto shall be submitted in DUPLICATE.
- C. SUPPLEMENTAL TITLE AND ENCUMBRANCE REPORTS (UPDATES)
1. When requested, the Consultant shall provide title work from the date of the original Title and Encumbrance Report to the present date. The Consultant shall provide the following, in duplicate:
 - a. A cover sheet which identifies changes and the associated recording documents. In addition, the Consultant shall note the current status of the taxes.
 - b. Copies of documents recorded since the date of the original Title and Encumbrance Report which affect the caption property.

Section 12.3: Value Analysis aka Appraisal Problem Analysis (APA)

The Appraiser shall determine the appropriate type of appraisal, the scope of work and fee estimate the appraisal services for each parcel as this is the first step in the appraisal process. This work establishes the level of effort that will be required during the subsequent appraising work. The analysis will be in accordance with the INDOT Appraisal Manual and the rules governing USPAP.

Subsequent tasks will not begin until the APA for each parcel has been formally approved and accepted by The Etica Group and City of Bloomington.

The Consultant shall be responsible for input of all required parcel data and related project information into LPA-LRS INDOT's Land Records System (LRS) for the identified parcels.

Items Specifically Not Included

- Topographical Survey
- Location Control Route Survey Plat Activity
- Right-of-Way Staking
- Appraising
- Appraising Reviews
- Negotiation
- Relocation
- Closing services including Recording

Attachment B – Scope of Services for City of Bloomington - Crosswalk Safety Improvements Phase 3

Three Intersection Improvements: Covenant Drive at S. Auto Mall Road, 17th Street at Eagleson and David Baker Avenue, and 17th Street at Willis Drive
Des. No.: 2400041

Date: 12/10/2024

Basis of Charges:

- A. The Consultant shall receive as payment for the work performed under this Agreement the total fee not to exceed **\$41,000.00** unless a modification of the Agreement is approved in writing by the Owner.
- B. The Consultant will be paid for the work performed under this Agreement in accordance with the following schedule:

PROJECT#	Three Intersection Improvements: Covenant Drive at S. Auto Mall Road, 17th Street at Eagleson and David Baker Avenue, and 17th Street at Willis Drive			
CLIENT:	Etica and City of Bloomington			
Hanson Project #	24L0168			
Des. No. 2400041				
TASK	DESCRIPTION:	UNIT	TOTAL FOR THE TASKS	Hanson
11.1	Right-of-Way Engineering	LSUM	\$ 27,200	\$ 27,200
12.1	R/W Acquisition - Project Management	UNIT PRICE	\$ 5,460	\$ 5,460
12.2	R/W Acquisition - Title Research	UNIT PRICE	\$ 7,200	\$ 7,200
12.3	R/W Acquisition - Value Analysis	UNIT PRICE	\$ 1,140	\$ 1,140
Total Fee =			\$ 41,000	\$ 41,000

Attachment C - Scope of Services for City of Bloomington - Crosswalk Safety Improvements Phase 3

Three Intersection Improvements: Covenant Drive at S. Auto Mall Road, 17th Street at Eagleson and David Baker Avenue, and 17th Street at Willis Drive
Des. No.: 2400041

Date: 12/10/2024

The Etica Group and the OWNER shall furnish the consultant with the following:

1. Topographic Survey to include horizontal alignment and monuments, edge of pavement, edge of shoulder, adjacent topographic features, full topographic survey within the right of way, driveways, and public road approaches back to apparent existing right of way, limits of guardrail and guardrail heights, structure/culvert surveys and control points in CAD format.
2. Research which includes the last deed or record for adjoining owners, old road plans, right of way grants, section corner information, tax cards, subdivision plats, auditor's maps, benchmark information, regulated drain information, utility maps and recorded surveys.
3. State and local transportation projects and long-range plans Specifications and standard drawings applicable to the project.
4. Plans of existing structures within the project limits, if available.
5. Written reviews pertinent to the project that are received by the OWNER.
6. Available data from the transportation planning process.
7. Utility plans available to the OWNER covering utility facilities including underground conduits throughout the affected areas.
8. Guarantee access to enter upon public and private lands as requested for the consultant under this Agreement.
9. Legal services as may be required for the development of the project.
10. Existing road and utility plans
11. Traffic data, if available

HANSON PROFESSIONAL SERVICES INC.
CALCULATION OF AVERAGE RATES AS OF JUNE 19, 2024
AT \$82.34 AS OF JULY 1, 2024

CAPPED

Classification	Hourly Rate
Principal Average	\$ 82.34
Engineer/Architect/Scientist VIII Average	\$ 79.25
Engineer/Architect/Scientist VII Average	\$ 76.07
Engineer/Architect/Scientist VI Average	\$ 65.40
Engineer/Architect/Scientist V Average	\$ 54.21
Engineer/Architect/Scientist IV Average	\$ 46.18
Engineer/Architect/Scientist III Average	\$ 39.99
Engineer/Architect/Scientist II Average	\$ 36.49
Engineer/Architect/Scientist I Average	\$ 34.53
Manager/Designer Average	\$ 52.66
Technician VII Average	\$ 47.75
Technician VI Average	\$ 44.71
Technician V Average	\$ 38.58
Technician IV Average	\$ 33.71
Technician III Average	\$ 28.95
Technician II Average	\$ 25.98
Technician I Average	\$ 21.92
Aide Average	\$ 22.00
Administrative VII Average	\$ 63.60
Administrative VI Average	\$ 41.79
Administrative V Average	\$ 35.85
Administrative IV Average	\$ 30.48
Administrative III Average	\$ 23.56
Administrative II Average	\$ 21.89
Administrative I Average	\$ 20.20

Hanson Professional Services
RFP# 2405-10

Direct Labor	O/H Rate	DL	ECI	D/L, O/H	Profit	D/L, OH,	FCCM	Billing	
\$	1.00	& OH	0.00%	& ECI	9.40%	ECI & Fee	0.61%	Rate	
\$	1.63	\$ 2.63	\$ -	\$ 2.63	\$ 0.25	\$ 2.88	\$ 0.01	\$ 2.89	
Proposed Date of Certified Paid Hourly Rates		6/11/2024							
Proposed Escalation rate									% Escalation of the Labor Rate
									288.63%
Direct Labor	O/H Rate	DL	ECI	D/L, O/H	Profit	D/L, OH,	FCCM	Billing	
\$	1.00	& OH	0.00%	& ECI	9.40%	ECI & Fee	0.00%	Rate	
\$	1.21	\$ 2.21	\$ -	\$ 2.21	\$ 0.21	\$ 2.42	\$ -	\$ 2.42	
Audited Escalation rate									% Escalation of the Labor Rate
									241.77%
Audited Date of Certified Paid Hourly Rates		3/13/2022							

Filled by
Consultant

Filled by
Auditor

Rate Limit for Contracts Signed 7/1/2024 - 6/30/2025

\$82.34

Max Billing Rate

\$237.66

Certified Payroll Labor Classification or Project Classification	Certified Hourly Pay	Audited Certified Hourly Pay	Cap Waiver Approved? (Y or N)	Escalation Rate	Proposed Billing Rate	Audited Billing Rate	Proposed vs Audited Difference	Premium Overtime Qualified? (Y or N)	Premium Overtime Rate	Audited Premium Overtime Rate	Proposed vs Audited Difference
Principal	\$ 82.34			288.63%	\$ 237.66		\$ 237.66	N			
Engineer VIII	\$ 79.25			288.63%	\$ 228.74		\$ 228.74	N			
Engineer VII	\$ 76.07			288.63%	\$ 219.56		\$ 219.56	N			
Engineer VI	\$ 65.40			288.63%	\$ 188.76		\$ 188.76	N			
Engineer V	\$ 54.21			288.63%	\$ 156.46		\$ 156.46	N			
Engineer IV	\$ 46.18			288.63%	\$ 133.29		\$ 133.29	N			
Engineer III	\$ 39.99			288.63%	\$ 115.42		\$ 115.42	N			
Engineer II	\$ 36.49			288.63%	\$ 105.32		\$ 105.32	N			
Engineer I	\$ 34.53			288.63%	\$ 99.66		\$ 99.66	N			
Manager/Designer	\$ 52.66			288.63%	\$ 151.99		\$ 151.99	N			
Tech VII	\$ 47.75			288.63%	\$ 137.82		\$ 137.82	Y	\$ 161.69	\$ -	\$ 161.69
Tech VI	\$ 44.71			288.63%	\$ 129.05		\$ 129.05	Y	\$ 151.40	\$ -	\$ 151.40
Tech V	\$ 38.58			288.63%	\$ 111.35		\$ 111.35	Y	\$ 130.64	\$ -	\$ 130.64
Tech IV	\$ 33.71			288.63%	\$ 97.30		\$ 97.30	Y	\$ 114.15	\$ -	\$ 114.15
Tech III	\$ 28.95			288.63%	\$ 83.56		\$ 83.56	Y	\$ 98.03	\$ -	\$ 98.03
Tech II	\$ 25.98			288.63%	\$ 74.99		\$ 74.99	Y	\$ 87.98	\$ -	\$ 87.98
Tech I	\$ 21.92			288.63%	\$ 63.27		\$ 63.27	Y	\$ 74.23	\$ -	\$ 74.23
Aide	\$ 22.00			288.63%	\$ 63.50		\$ 63.50	Y	\$ 74.50	\$ -	\$ 74.50
Admin VII	\$ 63.60			288.63%	\$ 183.57		\$ 183.57	Y	\$ 215.37	\$ -	\$ 215.37
Admin VI	\$ 41.79			288.63%	\$ 120.62		\$ 120.62	Y	\$ 141.51	\$ -	\$ 141.51
Admin V	\$ 35.85			288.63%	\$ 103.47		\$ 103.47	Y	\$ 121.40	\$ -	\$ 121.40
Admin IV	\$ 30.48			288.63%	\$ 87.97		\$ 87.97	Y	\$ 103.21	\$ -	\$ 103.21
Admin III	\$ 23.56			288.63%	\$ 68.00		\$ 68.00	Y	\$ 79.78	\$ -	\$ 79.78
Admin II	\$ 21.89			288.63%	\$ 63.18		\$ 63.18	Y	\$ 74.13	\$ -	\$ 74.13
Admin I	\$ 20.20			288.63%	\$ 58.30		\$ 58.30	Y			

Add additional classifications as needed using Copy (Col A-N) then Insert Copied Cells command and shift cells down

Notes:

Replace the data in the yellow cells with the appropriate data for the firm.

Use the most current payroll rates. If this payroll is different from what was provided to INDOT previously, please submit new payroll with the proposal to support rates in the above table.

New payroll should show all employees, employee pay rates, grouped by classification with calculated average for each classification, dated and signed by company official. Ensure that rates are capped prior to calculating average for each classification

Please submit this form in .xlsx

Advertised Profit % = Used 8.0

8.00%

Overhead	OH Factor	Advertised Profit %	Audited Profit %
>190%	0.0		
>180% & <=190%	0.7		
>160% & <=180%	1.4	8.00%	9.40%
>120% & <=160%	2.1		
<=120%	2.8		

REAL ESTATE SERVICES FEE SCHEDULE

Right of Way Management Services

Right of Way Management Services Include: all processes, procedures, observations, data entry into LRS, and management of all services needed to clear the right of way, including all of the necessary activities to certify the right of way that has to be acquired to clear the project(s) for construction. This shall be completed in accordance with federal and state law (including but not limited to Federal Highway Administration rules and regulations), the current version of the INDOT Real Estate Division Manual, and as contracted with or otherwise directed by INDOT. The current version of the INDOT Real Estate Manual is located at <http://www.in.gov/indot/2493.htm>. All services listed below shall be required within the Right of Way Services Management scope of work.

Report Type	Fee
Right of Way Management services fee	\$1,365 per parcel
Publishing and Payment for Legal Notice on parcels	\$545 per project

Valuation Services

Early Assessment Real Estate Cost Estimate Includes: all processes, procedures and observations to complete a Real Estate Cost Estimate assignment (including but not limited to completion of the INDOT Real Estate Cost Estimate Spreadsheet) in accordance with federal and state law (including but not limited to Federal Highway Administration rules and regulations), the current version of the INDOT Real Estate Division Manual, and as contracted with or otherwise directed by INDOT.

Comp Dockets Include: providing comparable sales data (including but not limited to market data research and raw sales data) or as otherwise requested by INDOT within the scope of work for Non-Report Services agreed upon at the time of assignment.

Waiver Valuations Include: all processes, procedures and observations to complete a waiver valuation report in accordance with federal and state law (including but not limited to Federal Highway Administration rules and regulations), the current version of the INDOT Real Estate Division Manual, and as contracted with or otherwise directed by INDOT.

Appraisal Reports Include: all processes, procedures and observations to complete an appraisal report of the type below assigned by INDOT in accordance with federal and state law (including but not limited to Federal Highway Administration rules and regulations), the current version of the INDOT Real Estate Division Manual, and as contracted with or otherwise directed by INDOT. Appraisal fees are defined and paid based on INDOT parcel and not county tax identification parcel.

Non-Report Services	Per Parcel Fee
Early Assessment: Projects ≤ 50 parcels	\$155
Early Assessment: Projects > 50 parcels	<i>negotiated based upon complexity</i>
Comp Docket: Agricultural / Residential Properties:	\$285
Comp Docket: Commercial / Specialized Properties:	\$575
Report Type	
Waiver Valuation: Any Property Type (Improved or Unimproved)	\$755
Value Finding: Any Property Type (Improved or Unimproved)	\$2,140
Short Form: Any Property Type (Improved or Unimproved)	\$3,140
Short Form: Residential / Ag (with affected improvements or a total take)	\$3,510
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	\$4,900
Long Form: Any Property Type (Unimproved)	\$3,770
Long Form: Residential / Ag (Improved)	\$5,010
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	\$12,535
Excess Land Appraisal	\$725

The specific Report Type above is determined by INDOT Review Appraisers or their supervisors after the Appraisal Problem Analysis has been completed.

Review Valuation Services

Appraisal Problem Analysis Includes: all processes, procedures and observations to complete an Appraisal Problem Analysis in accordance with federal and state law (including but not limited to Federal Highway Administration rules and regulations), the current version of the INDOT Real Estate Division Manual, and as contracted with or otherwise directed by INDOT.

Review of Waiver Valuation and/or Appraisal Reports Include: all processes, procedures and observations to complete a review of an appraisal report or waiver valuation report in accordance with federal and state law (including but not limited to Federal Highway Administration rules and regulations), the current version of the INDOT Real Estate Division Manual, and as contracted with or otherwise directed by INDOT. Appraisal fees are defined and paid based on INDOT parcel and not county tax identification parcel.

Report Type	Per Parcel Fee
Appraisal Problem Analysis (APA)	\$285
Waiver Valuation: Any Property Type (Improved or Unimproved)	\$455
Value Finding: Any Property Type (Improved or Unimproved)	\$1,080
Short Form: Any Property Type (Improved or Unimproved)	\$1,505
Short Form: Residential / Ag (with affected improvements or a total take)	\$1,700
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	\$2,395
Long Form: Any Property Type (Unimproved)	\$1,795
Long Form: Residential / Ag (Improved)	\$2,375
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	\$5,775

Buying Services

Buying Services Include: all processes, procedures and observations to complete the total or partial acquisition of real estate, the obtaining of temporary or access rights, or buying review in accordance with federal and state law (including but not limited to Federal Highway Administration rules and regulations), the current version of the INDOT Real Estate Division Manual, and as contracted with or otherwise directed by INDOT.

Report Type	Per Parcel Fee
Total/Partial Acquisition	\$2,250
Temporary/Access Rights	\$1,875
MAP 21 Offer - Total/Partial Acquisition	\$2,815
MAP 21 Offer - Temporary/Access Rights	\$2,440
Buying Review	\$375

Relocation Services

Relocation Services Include: all processes, procedures and observations to complete the activities for relocation of residential or business owners or tenants, or relocation of personal property, or review of any such relocation activities in accordance with federal and state law (including but not limited to Federal Highway Administration rules and regulations), the current version of the INDOT Real Estate Division Manual, and as contracted with or otherwise directed by INDOT.

Report Type	Payment Schedule	Per Relocation Fee
Residential Owner / Tenant	Payments: 1/3 Relo/Appraisal meeting is complete, 1/3 90 Day Notice is issued, 1/3 parcel is closed	\$4,509
Business Owner / Tenant	Payments: 1/3 Relo/Appraisal meeting is complete, 1/3 90 Day Notice is issued, 1/3 parcel is closed	\$4,509
Personal Property Only	Payments: 1/3 Relo/Appraisal meeting is complete, 1/3 90 Day Notice is issued, 1/3 parcel is closed	\$1,890
Residential and Business Review	100% once the parcel is compliant and closed.	\$1,205
Personal Property Move Only Review	100% once the parcel is compliant and closed.	\$460

Property Management Services

Property Management Services Include: all processes, procedures, observations, data entry into LRS, and management of all services needed to complete the parcel's readiness for demolition. This shall be completed in accordance with federal and state law (including but not limited to Federal Highway Administration rules and regulations), the current version of the INDOT Real Estate Division Manual, and as contracted with or otherwise directed by INDOT. The current version of the INDOT Real Estate Manual is located at <http://www.in.gov/indot/2493.htm>. All services listed below shall be required within Property Management Services scope of work.

Non-Report Services	Per Parcel Fee
Property Management per parcel services fee	\$1,080
Placing Rat Bait on structure	\$110
Placing Appropriate Signs on structure	\$220
Boarding Up Openings on structure	Amount on Written Estimate Approved by INDOT
Debris Removal	Amount on Written Estimate Approved by INDOT
Report Type	
Asbestos Sampling and Analysis	Amount on Written Estimate Approved by INDOT
Utility Disconnection Coordination & Verification	Amount on Written Estimate Approved by INDOT

The above Fee Schedule will be effective for all new on-call real estate contract assignments (based on the date that Purchase Orders are issued) made on or after January 1, 2024. The Fee Schedule for (a) project-specific contracts that include any land acquisition services, and (b) contracts entered into under "Small Purchase Procedures" pursuant to Section 3.3.1 of INDOT's Professional Services Contract Administration Manual will be in accordance with the payment terms in the contracts and be the Fee Schedule in place on the date the contract was approved by the Attorney General of Indiana. Any deviation in established fees from the above rules in this paragraph will require (and shall not be allowed without) written pre-approval from the Director or one of his or her Managers in INDOT's Real Estate Department.



REVISED: 1/1/2024



Right-of-Way Engineering

PROJECT: Three Intersection Improvements: Covenanter Drive at S. Auto Mall Road, 17th Street at Eagleson and David Baker Avenue, and 17th Street at Willis Drive
 CLIENT: Etica and City of Bloomington

DES. NO.: 2400041

DESCRIPTION	STAFF HOURS BY CLASSIFICATION										Total Parcels	Fee	TOTAL DOLLARS / TASK
Right of Way Engineering													
Right of Way Engineering - Permanent											4	\$4,800.00	\$19,200.00
Right of Way Engineering - Temporary												\$3,500.00	\$0.00
Right of Way Engineering - Permanent												\$1,200.00	\$0.00
Right of Way Engineering - Temporary												\$1,000.00	
Revision to any Parcel											4	\$2,000.00	\$8,000.00
Unit Costs -> R/W Eng. Perm.: \$4,800; R/W Eng. Temp.: \$3,500; Add. R/W Eng. Perm.: \$1200; Add. R/W Eng. Temp.: \$1000; Revisions: \$2,000													
SUBTOTAL:												\$27,200.00	
TOTAL - HOURS:													
Loaded Hourly Rate													
COSTS PER CLASSIFICATION												\$0.00	
TOTAL HOURLY COSTS:												\$0.00	
DIRECT EXPENSES													
Mileage		Trips x				Mi./Trip x						\$0.00	
Meals		Persons x				Days x						\$0.00	
Lodging		Nights x				/ Night						\$0.00	
Flights												\$0.00	
Prints		Sets x				Sheets						\$0.00	
Traffic Counts		Intersections				/ Intersection						\$0.00	
DIRECT EXPENSE SUBTOTAL:												\$0.00	
TOTAL BEFORE ROUNDING:												\$0.00	
TOTAL:												\$27,200.00	

R/W Acquisition Services

PROJECT: Three Intersection Improvements: Covenanter Drive at S. Auto Mall Road, 17th Street at Eagleson and David Baker Avenue, and 17th Street at Willi DES. NO.: 2400041
 CLIENT: Etica and City of Bloomington

DESCRIPTION	STAFF HOURS BY CLASSIFICATION										TOTAL	
	Fee Per Parcel										TOTAL PARCELS	DOLLARS / TASK
12.1 Right of Way Management												
	\$1,365.00										4	\$5,460.00
12.3 Appraisal Problem Analysis												
APA Summary	\$285.00										4	\$1,140.00
SUBTOTAL:											8	\$6,600.00
TOTAL - HOURS:												
Loaded Hourly Rate												
COSTS PER CLASSIFICATION												\$0.00
TOTAL HOURLY COSTS:												\$0.00
DIRECT EXPENSES												
Mileage		Trips x			Mi./Trip x							\$0.00
Meals		Persons x			Days x							\$0.00
Lodging		Nights x			/ Night							\$0.00
Flights												\$0.00
Prints		Sets x			Sheets							\$0.00
Traffic Counts		Intersections			/ Intersection							\$0.00
DIRECT EXPENSE SUBTOTAL:												\$0.00
											TOTAL BEFORE ROUNDING:	\$0.00
SEE ATTACHED Real-Estate-Services-Fee-Schedule-January-2024												
** Anticipating (12) Parcels to be acquired, which is subject to change based on design needs.												
											TOTAL:	\$6,600.00

R/W Acquisition - Title Research

PROJECT: Three Intersection Improvements: Covenanter Drive at S. Auto Mall Road, 17th Street at Eagleson and David Baker Avenue, and 17th Street at Willis DES. NO.: 2400041
 CLIENT: Etica and City of Bloomington

DESCRIPTION	STAFF HOURS BY CLASSIFICATION										TOTAL FEE PER PARCEL	TOTAL DOLLARS / TASK
	No. of Parcels	Engineer VII	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer II	Engineer I	Tech VI	Admin V		
T&E Reports - Temporary	0										850	\$0.00
T&E Reports - Permanent	4										1,000	\$4,000.00
Title Updates - Temporary	0										450	\$0.00
Title Updates - Permanent	4										650	\$2,600.00
SUBTOTAL:												\$6,600.00
TOTAL - Parcels:	8	0	0	0	0	0	0	0	0	0	8	
Loaded Hourly Rate												
COSTS PER CLASSIFICATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL HOURLY COSTS:												\$0.00

DIRECT EXPENSES												
Mileage		Trips x			Mi./Trip x							\$0.00
Meals		Persons x			Days x							\$0.00
Lodging		Nights x			/ Night							\$0.00
Flights												\$0.00
Prints	4	Parcels x		150	Sheets	\$1.00						\$600.00
Traffic Counts		Intersections			/ Intersection							\$0.00
DIRECT EXPENSE SUBTOTAL:												\$600.00

*Prints include an estimation of pages of research needed to purchase for report information.
 ** Anticipating (12) T and E reports needed, which is subject to change based on design needs.

TOTAL BEFORE ROUNDING:												\$600.00
TOTAL:												\$7,200.00

Local Public Agency - Subconsultant Acknowledgment

RECITALS

WHEREAS, the undersigned subconsultant ("Subconsultant") desires to provide goods and/or services in connection with that certain consulting contract by and between Hanson Professional Services Inc. and the City of Bloomington Local Public Agency (LPA); DES number 2400041, Project Description: City of Bloomington - Crosswalk Safety Improvements Phase 3 ("Contract"), and

WHEREAS, the LPA consents to the services of the Subconsultant according to the laws of the State of Indiana and the terms of this Subconsultant Acknowledgement (Acknowledgement),

THEREFORE, in consideration of the mutual covenants contained herein, the Subconsultant for itself and on behalf of its successors and assigns (if any) and the LPA agree as follows:

1. Without limiting any rights or remedies based in agency, law, equity or otherwise that the LPA may have with respect to the Subconsultant under the Contract, the Subconsultant specifically agrees that Paragraphs #17 (Governing Laws); #19 (Indemnification) and #21(Insurance – Liability for Damages) of the Contract shall apply to Subconsultant as though Subconsultant had been a party to and duly executed the Contract.

2. The LPA and Subconsultant agree that execution of this Acknowledgement is an inducement for INDOT to permit Subconsultant to perform services under the Contract and the LPA is entitled to and does, in fact, rely upon the terms and conditions contained herein.

For Subconsultant:

For LPA:

Hanson Professional Services Inc.
Subconsultant Firm Name (Please Print)

Shelby A Srango / Shelby A Srango
Name/Title

12/4/2024
Date

WEINTRAUT & ASSOCIATES, INC.

December 5, 2024

Re: City of Bloomington: Full Section 106

The objective of this task is to complete the Section 106 Documentation in accordance with Section 106, National Historic Preservation Act (NHPA) of 1966, as amended, and CFR Part 800 (Revised January 2001) and Final Rule on Revision of Current Regulations, dated December 12, 2000, and incorporating amendments effective August 5, 2004. Archeological investigations will be conducted in accordance and compliance with the Secretary of the Interior's "Standards and Guidelines for Archaeology and Historic Preservation" (48 FR 44716), the current version of the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology's (IDNR, DHPA) "Guidebook: Indiana Historic Sites and Structures Inventory - Archaeological Sites", and recent amendments to the Indiana Historic Preservation Act (IC 14-21-1). The field work, laboratory analysis and preparation of the final report and recommendations will be accomplished or directly supervised by a qualified professional archaeologist meeting the standards set forth in 36 CFR 61 of the National Historic Preservation Act and 312-IAC-21 of the Indiana Administrative Code. All reports will be prepared in accordance with INDOT's *Cultural Resource Manual*.

Deliverables:

- Historic Property Short Report.
- Archaeology Short Report.
- Effects Report.
- No Adverse Effect Finding.

Additional tasks:

- Conduct Structures Field Survey.
- Prepare Historic Property Report.
- Conduct Archaeology Records Check and Reconnaissance.
- Prepare an Archaeology Short Report.
- Prepare an Effects Report.
- Prepare No Adverse Effect Finding: 800.11(e).

Assumptions:

- Work will occur within, or adjacent to, the boundaries of an eligible National Register Historic District.
- No archaeological sites and no human remains will be encountered.
- No Adverse Effect finding.
- No consulting party meeting.
- Two team or agency meetings.

- Team/agency meetings will be virtual.
- Advisory Council on Historic Preservation will not elect to consult.
- One set of revisions per deliverable.
- Excluded items below apply.

Items Supplied by Client:

- Notice of Survey.
- Plans and Design Drawings as appropriate for the reports and documentation.

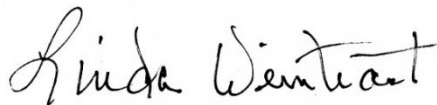
Items Specifically Not Included:

- Multiple revisions per deliverable.
- Archaeology study/reconnaissance on beyond what is specified.
- Consultation with the Advisory Council on Historic Preservation.
- 4(f) Analysis.
- Additional meetings.

Please note that W&A has scoped the archaeological survey area for no archaeological sites. If additional sites are located, each *small* additional site may add about \$3,000 to the project costs for field time and writing time. Medium and large archaeology sites will be incurring more field time and will be billed on a time and materials, after notification to the client.

Please note that all historians and archaeologists on staff meet or exceed the professional standards for conducting this work. Please feel free to call if you have questions. Thank you for the opportunity to submit this proposal.

Best regards,

A handwritten signature in cursive script that reads "Linda Wentz". The signature is written in black ink and is positioned below the "Best regards," text.

Local Public Agency - Subconsultant Acknowledgment

RECITALS

WHEREAS, the undersigned subconsultant ("Subconsultant") desires to provide goods and/or services in connection with that certain consulting contract by and between Etica Group, Inc. and the City of Bloomington Local Public Agency (LPA); DES number 2400041, Project Description: Crosswalks Safety Improv. Ph. 3 ("Contract"), and

WHEREAS, the LPA consents to the services of the Subconsultant according to the laws of the State of Indiana and the terms of this Subconsultant Acknowledgement (Acknowledgement),

THEREFORE, in consideration of the mutual covenants contained herein, the Subconsultant for itself and on behalf of its successors and assigns (if any) and the LPA agree as follows:

1. Without limiting any rights or remedies based in agency, law, equity or otherwise that the LPA may have with respect to the Subconsultant under the Contract, the Subconsultant specifically agrees that Paragraphs #17 (Governing Laws); #19 (Indemnification) and #21 (Insurance – Liability for Damages) of the Contract shall apply to Subconsultant as though Subconsultant had been a party to and duly executed the Contract.

2. The LPA and Subconsultant agree that execution of this Acknowledgement is an inducement for INDOT to permit Subconsultant to perform services under the Contract and the LPA is entitled to and does, in fact, rely upon the terms and conditions contained herein.

For Subconsultant:

Weintzert & Assoc.
Subconsultant Firm Name (Please Print)

Guida Weintzert, Pres
Name/Title

December 11, 2024
Date

For LPA:

Name/Title

Date



Board of Public Works Staff Report

Project/Event: Award Construction Contract to J R Ellington Tree Experts for the W 2nd Street Tree Clearing Project
Petitioner/Representative: Engineering Department
Staff Representative: Zac Rogers
Date: December 17th, 2024

Report: This project shall include, but is not limited to, the removal of selected trees along the proposed West 2nd Street Modernization and Safety Improvements Project

Bids were publicly opened and read aloud on December 16th, 2024 12:00 pm, at the Board of Public Works work session. JR Ellington Tree Experts was the lowest responsive and reasonable bidder.

Bidder	Amount
J R Ellington Tree Experts	\$23,862.00
Bluestone Tree	\$37,659.00
Homer Tree Service, INC	\$195,972.00
Williams Tree Company	\$39,337.79
Monroe LLC	\$45,500.00
Wise Building Solutions	\$49,633.00

Engineering recommends awarding the contract to J R Ellington Tree Experts.



CONTRACT COVER MEMORANDUM

TO: Office of the Mayor
FROM: Engineering Department
DATE: December 17th, 2024
RE: Contract Award, 2nd Street Tree Clearing

Contract Recipient/Vendor Name:	J R Ellington Tree Experts
Department Head Initials of Approval:	Andrew Cibor
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Zac Rogers
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-851
Due Date For Signature:	12/17/2024
Expiration Date of Contract:	45 days from NTP
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$23,862.00
Funding Source:	\$7,460, 601-07-070000-54310 \$16,402, 985-18-180000-54510
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: This project shall include, but is not limited to, the removal of selected trees along the proposed West 2nd Street Modernization and Safety Improvements Project.

City of Bloomington Contract and Purchase Justification Form

Vendor: J R Ellington Tree Experts

Contract Amount: \$23,862.00

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

PURCHASE INFORMATION

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

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

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

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

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

J R Ellington Tree Experts is the lowest responsive and responsible bidder.

Zac Rogers

Print/Type Name

Project Manager

Print/Type Title

Engineering

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

J R ELLINGTON TREE EXPERTS

FOR

2nd Street Clearing

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and JR Ellington Tree Experts, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the removal of selected trees along the proposed West 2nd Street Modernization and Safety Improvements Project. (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within forty-five (45) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

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

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

ARTICLE 3. COMPENSATION

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

3.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, 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 and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent or the Board shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by the Owner or another party under contract with Owner, said funds shall be released to Owner.

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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

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

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	J R Ellington Tree Experts
Attn: Zac Rogers	Attn: Jeff Ellington
P.O. Box 100 Suite 130	680 West That Road
Bloomington, Indiana 47404	Bloomington, Indiana 47404

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees’ Immigration Status

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

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

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

5.19 Drug Testing Plan

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

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

DATE: _____

City of Bloomington

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Elizabeth Karon, Vice President

Printed Name

James Roach, Secretary

Title of Contractor Representative

Kerry Thomson, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

2nd Street Tree Clearing

This project shall include, but is not limited to, the removal of selected trees along the proposed West 2nd Street Modernization and Safety Improvements Project. In addition to removing the above-ground tree, all stumps shall be ground to 6 in. below grade. Holes shall be filled to grade with top soil, then seeded and mulched. All perishable materials and debris shall be removed from the right-of-way and disposed of.

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 of Measure	Unit Cost	Total
1	201-02245	TREE, 6 IN, REMOVE	4	EACH	\$312.00	\$1,248.00
2	201-02250	TREE, 10 IN, REMOVE	3	EACH	\$458.00	\$1,374.00
3	201-02255	TREE, 18 IN, REMOVE	13	EACH	\$750.00	\$9,750.00
4	201-02260	TREE, 30 IN, REMOVE	3	EACH	\$1,230.00	\$3,690.00
5	201-02265	TREE, 48 IN, REMOVE	3	EACH	\$2,500.00	\$7,500.00
6	801-06775	MAINTAINING TRAFFIC	1	LS	\$300.00	\$300.00
		Total				\$23,862.00

AFFIRMATIVE ACTION PLAN AND HARASSMENT POLICY CHECKLIST

NOTE: This is **not** an Affirmative Action Plan. This checklist is provided for organizations with existing affirmative action plans to crosscheck their plans against the City's requirements. Each item listed below is required by City ordinance or regulation.

Contractor: Plan MUST Include:	Yes	No	Comments:
Policy statement of equal employment opportunity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Covers: Applicants for employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Employees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
On basis of: Race	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Religion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Color	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Sex	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
National Origin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ancestry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Disability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Sexual Orientation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Gender Identity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Veteran Status	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Housing Status	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Designates a person responsible for implementation of the Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Provides for communication of the policy:			
Within the Organization	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Outside the Organization (e.g., recruitment sources, unions)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Applies to all terms and conditions of employment (e.g., hiring, placement, promotion, duties, wages, benefits, use of facilities, layoff, discipline, termination)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Provision for: Recruitment from minority groups	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Provision for: Equal access to training programs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Grievance Procedure	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Prohibits retaliation for filing grievances	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Workforce Breakdown (figures up to date within 6 months)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

HARASSMENT POLICY CHECKLIST

Definition of harassment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Designates a person to receive and investigate harassment complaints	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Prohibits retaliation for filing a harassment complaint	<input checked="" type="checkbox"/>	<input type="checkbox"/>

AFFIDAVIT THE LIVING WAGE ORDINANCE

EXHIBIT E

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

- 1. The undersigned is the owner (title) of J.R. Ellington Tree EXPLTS + Phoenix Demolition (company).
- 2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
- 3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the "Living Wage Ordinance."
- 4. The projected employment needs under the award include the following: 5
- 5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: -2-
- 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]
Signature

J.R. Ellington
Printed name

STATE OF INDIANA)
) SS: COUNTY OF
Monroe)



Before me, a Notary Public in and for said County and State personally appeared Jeffrey R. Ellington and acknowledged the execution of the foregoing this 13th day of December, 2024

My Commission Expires: 01/11/2029

[Signature]
Notary Public

County of Residence: Lawrence

Angelica Manning
Name Printed

NP-0730911

Commission Number



Board of Public Works Staff Report

Project/Event: Award Construction Contract East Third Street Protected Bike Lane Phase 2

Petitioner/Representative: Engineering Department

Staff Representative: Project Manager Jeremy Inman

Date: December 16th 2024

Report: This project shall include the separation between vehicle traffic and bicycle traffic on East Third Street. This project will build upon Phase 1 by providing additional traffic separation barriers and delineators along East Third Street between South Indiana Avenue and South Rose Avenue. This project shall include but is not limited to, the installation and replacement of traffic separation barriers and delineators along East Third Street between South Indiana Avenue and South Rose Avenue.

During the construction phase of this project there will be one lane closures and restrictions while the crews install the barriers.

Bids were received, at or before 12:00 pm EST on December 16th, 2024. Bids will be publicly open and read aloud at 12:00 pm on December 16th 2024, in Council Chambers of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana

Bidder	Amount
E&B Paving of Bloomington	\$39,139.00 (Disqualified)
Milestone Contracting	\$107,500.00
Crider & Crider	\$178,495.00

E&B Paving did not include the price of the rubber delineator like the special provisions called out was disqualified because the bidder wasn't responsive to the bid documents.

Engineering recommends awarding the contract to Milestone Contracting LP.



Board of Public Works

Staff Report

Project/Event: Contract Award for E 3rd St Protected Bike Lane Phase 2

Petitioner/Representative: City Legal

Staff Representative: Aleksandrina Pratt

Date: 12/17/2024

Under Indiana law, if the Board awards the contract to a bidder other than the lowest bidder, the Board must state in the minutes or memoranda, at the time the award is made, the factors used to determine which bidder is the lowest responsible and responsive bidder and to justify the award. I.C. 36-1-12-4(9). In determining whether a bidder is responsive, the Board may consider the following factors: 1) whether the bidder has submitted a bid that conforms in all material respects to the specifications; 2) whether the bidder has submitted a bid that complies specifically with the invitation to bid and the instructions to bidders; 3) whether the bidder has complied with all applicable statutes, ordinances, resolutions, or rules pertaining to the award of a public contract. I.C. 36-1-12(10).

Here, under the section of "Special Conditions" of the project documents, the City required the contractor to "furnish the TrafficLogix Cycle Lane Traffic Barriers or Approved Equal in the quantity specified on the plans." E&B Paving did not include the price of the barrier delineators in their cost estimate. After speaking with E&B Paving, it was established that this was an oversight on their part. E&B Paving's bid did not conform in all material respects to the specifications, the first factor under the statute. The Board may disqualify E&B Paving and award the contract to Milestone Contractors, LP, the lowest responsible and responsive bidder.



CONTRACT COVER MEMORANDUM

TO: Office of the Mayor
FROM: Engineering Department
DATE: December 16, 2024
RE: The East Third Street Protected Bike Lane Phase 2

Contract Recipient/Vendor Name:	Milestone Contracting LP
Department Head Initials of Approval:	Andrew Cibor
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Jeremy Inman
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-852
Due Date For Signature:	12/17/2024
Expiration Date of Contract:	45 days from NTP
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	\$107,500.00
Funding Source:	601-07-070000-54310
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: Bids were publicly opened and read aloud at approximately 12:00 pm on December 16th, 2024, at the Board of Public Works work session. It is recommended that the project be awarded to Milestone Contracting. This project shall include the separation between vehicle traffic and bicycle traffic on East Third Street. This project will build upon Phase 1 by providing additional traffic separation barriers and delineators along East Third Street between South Indiana Avenue and South Rose Avenue. This project shall include but is not limited to, the installation and replacement of traffic separation barriers and delineators along East Third Street between South Indiana Avenue and South Rose Avenue.

This project will be funded by: 601-07-070000-54310

City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contracting LP

Contract Amount: \$107,500.00

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

PURCHASE INFORMATION

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

<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: NA			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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This is for the awarding of the bid for the East 3rd Street Protected Bike Lane Phase 2. E&B was the lowest bid but was disqualified because they didn't follow the special provisions where it stated they shall purchase the delineator making them non responsive.
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:

Milestone Contracting LP was the lowest responsible and responsive bidder at the amount of \$107,500.00.

Jeremy Inman

Print/Type Name

Project Manager

Print/Type Title

Engineering Department

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

MILESTONE CONTRACTORS, LP

FOR

East 3rd Street Protected Bike Lane Phase 2

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and Milestone Contractors, LP, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for this project shall include, but is not limited to, the installation and replacement of traffic separation barriers and delineators along East Third Street between South Indiana Avenue and South Rose 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 forty-five (45) calendar days from the date of the Notice to Proceed unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

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

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

ARTICLE 3. COMPENSATION

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

3.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, 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 and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent or the Board shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by the Owner or another party under contract with Owner, said funds shall be released to Owner.

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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

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

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	Milestone Contractors LP
Attn: Jeremy Inman	Attn: AJ Chandler
P.O. Box 100 Suite 130	3119 N Westbury Village Drive
Bloomington, Indiana 47404	Bloomington, IN 47404

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees’ Immigration Status

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

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

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

5.19 Drug Testing Plan

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

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

DATE: _____

City of Bloomington

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Elizabeth Karon, Vice President

Printed Name

James Roach, Secretary

Title of Contractor Representative

Kerry Thomson, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

East 3rd Street Protected Bike Lane Phase 2

This project shall include, but is not limited to, the installation and replacement of traffic separation barriers and delineators along East Third Street between South Indiana Avenue and South Rose 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 '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 Num...	Description	Quantity	Unit of Measure	Unit Cost	Total
1	109-08443	QUALITY ADJUSTMENTS, TEMPORARY TRAFFIC CONTROL DEVICES	0	DOL	\$1.00	
2	109-11362	QUALITY ADJUSTMENTS, FAILURE TO MAINTAIN TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES	0	DOL	\$1.00	
3	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$5,000.00	\$5,000.00
4	801-06775	MAINTAINING TRAFFIC	1	LS	\$8,000.00	\$8,000.00
5	804-11921	DELINEATOR POST FLEXIBLE, TYPE II	34	EACH	\$475.00	\$16,150.00
6	804-93722	RUBBER DELINEATOR (3 BOLT) - MODIFIED	326	EACH	\$225.00	\$73,350.00
7	804-93723	RUBBER DELINEATOR (4 BOLT)(removal of) - MODIFIED	40	EACH	\$125.00	\$5,000.00
Total						\$107,500.00

E Columns



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

Slate Form 52414 (R2 /2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date: DECEMBER 16, 2024

- 1. Governmental Unit (Owner): CITY OF BLOOMINGTON
- 2. County: MONROE
- 3. Bidder (Firm): MILESTONE CONTRACTORS, L.P.
 Address: 3110 N WESTBURY VILLAGE DRIVE
 City/State: BLOOMINGTON, INDIANA 47404
- 4. Telephone Number: (812) 330-2037
- 5. Agent of Bidder (if applicable): AARON J. CHANDLER

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of EAST 3RD STREET PROTECTED BIKE LANE PHASE 2

(Governmental Unit) in accordance with plans and specifications prepared by CITY OF BLOOMINGTON

and dated DECEMBER 16, 2024 for the sum of
SEE ATTACHED \$ SEE ATTACHED

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of the units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The Contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (if applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States. (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

PART II
(For projects of \$150,000 or more – (IC 36-1-12-4)

Governmental Unit: CITY OF BLOOMINGTON
Bidder (Firm): MILESTONE CONTRACTORS, L.P.
Date (month, day, year): DECEMBER 16, 2024

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Table with 4 columns: Contract Amount, Class of Work, Completion Date, Name and Address of Owner. Rows include projects like Concrete Paving, Road Construction, Bridge Construction, and Road Construction.

2. What public works projects are now in process of construction by your organization?

Table with 4 columns: Contract Amount, Class of Work, Expected Completion Date, Name and Address of Owner. Rows include projects like Road Construction, Runway Construction, and Bridge & Road Construction.



EVALUATION TABULATION
 PWP No. TBD
East 3rd Street Protected Bike Lane Phase 2
 RESPONSE DEADLINE: December 16, 2024 at 12:00 pm
 Report Generated: Monday, December 16, 2024

SELECTED VENDOR TOTALS

Vendor	Total
Milestone Contractors, LP	\$107,500.00
Crider & Crider, Inc.	\$178,495.00

TABLE 1

Vendor	Total
Milestone Contractors, LP	\$107,500.00
Crider & Crider, Inc.	\$178,495.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Crider & Crider, Inc.	Milestone Contractors, LP
Is your Bid over \$10,000.00	Pass	Pass
Approved Affirmative Action Plan	Pass	Pass
Is your bid over \$100,000.00?	Pass	Pass
Select payment option?	Pass	Pass
Will any subcontractors be performing work valued over \$10,000.00?	Pass	Pass
Subcontractor list.	No Response	No Response

EVALUATION TABULATION

PWP No. TBD

East 3rd Street Protected Bike Lane Phase 2

Question Title	Crider & Crider, Inc.	Milestone Contractors, LP
Bid Guarantee, Is your Bid over \$150,000.00	Pass	Pass
Upload Bid Guarantee	Pass	No Response
If awarded the Project, will you be able to provide a Performance Bond and a Payment Bond??	Pass	Pass
Drug Testing Policy, is your Bid over \$150,000.00?	Pass	Pass
Upload approved Drug Testing Policy.	Pass	No Response
If applicable, did you include the cost of a trench safety system in your bid?	Pass	Pass
Is your Bid over \$25,000.00?	Pass	Pass
Submit State Form 96.	Pass	Pass
When applicable, will you have the retainage held through Yellow Cardinal or by the Board?	Pass	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	Pass



E 4th St

Indiana Ave

E 31st St

E 31st St

E 31st St

E Atwater Ave

S Faculty Ave

E Atwater Ave

S Hawthorne Dr

S Eagleton Ave

E Atwater Ave

E Jones Ave

E Atwater Ave

se Ave



Board of Public Works Staff Report

Project/Event: City Fiber Project
Staff Representative: Kyle Baugh
Petitioner/Representative: Bret Simons
Date: December 17th, 2024

Report: Trueline Infrastructure Solutions is requesting lane shifts and sidewalk closures in two previously permitted areas as part of the City Fiber Project taking place throughout the city. This request accommodates potholing, boring, and restoration work. 7 to 10 days of closures are requested to complete these areas.

Permit Areas:

- BLC01b-F18_S Park Ridge Rd
- BLC01b-F19-N Glenwood



www.truelineinfrastructure.com

To: City of Bloomington – Engineering Department

Subject: City of Bloomington Right of Way Extension

Dear Board Members,

Trueline Infrastructure Solutions is respectfully requesting an extension to access the ROWs on expired permits in the city.

We are asking for extensions on the following permits. We were unable to finish or start work in these areas due to unforeseen circumstances (Pole Co-op not responding in a timely manner, locates failing to be called out and Weather).

We would like to extend the following permit

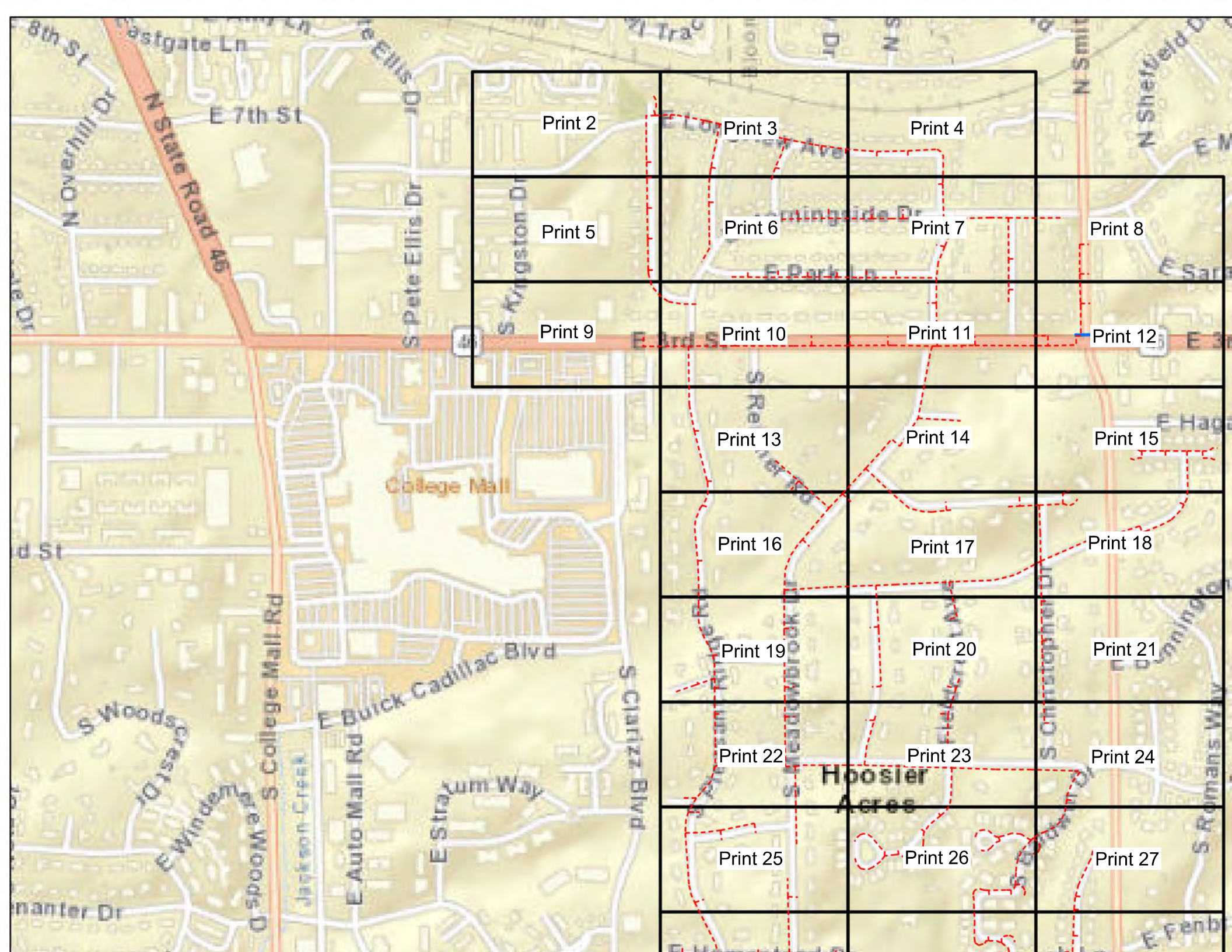
BLC01b-F18_S Park Ridge Rd - BLC01b-F11 – 7 to 10 days needed to complete

BLC01b-F19-N Glenwood - BLC01b-F12 – 7 to 10 days needed to complete

Bret Simons

Engineering Permit Team Lead

Trueline Infrastructure Solutions



Print 2

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Print 27

3138 E
BRAESIDE DR

3142 E
BRAESIDE DR

3146 E
BRAESIDE DR

3150 E
BRAESIDE DR

3154 E
BRAESIDE DR

3160 E
BRAESIDE DR

3162 E
BRAESIDE DR

3158 E
BRAESIDE DR

3164 E
BRAESIDE DR

3166 E
BRAESIDE DR

3168 E
BRAESIDE DR

3170 E
BRAESIDE DR

3172 E
BRAESIDE DR

3174 E
BRAESIDE DR

3176 E
BRAESIDE DR

3178 E
BRAESIDE DR

3180 E
BRAESIDE DR

3182 E
BRAESIDE DR

3184 E
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3186 E
BRAESIDE DR

3188 E
BRAESIDE DR

3190 E
BRAESIDE DR

3192 E
BRAESIDE DR

3194 E
BRAESIDE DR

3196 E
BRAESIDE DR

3198 E
BRAESIDE DR

3200 E
BRAESIDE DR

3202 E
BRAESIDE DR

3204 E
BRAESIDE DR

3206 E
BRAESIDE DR

3208 E
BRAESIDE DR

3210 E
BRAESIDE DR

3212 E
BRAESIDE DR

3214 E
BRAESIDE DR

3216 E
BRAESIDE DR

3218 E
BRAESIDE DR

3220 E
BRAESIDE DR

3222 E
BRAESIDE DR

3224 E
BRAESIDE DR

3226 E
BRAESIDE DR

3228 E
BRAESIDE DR

3230 E
BRAESIDE DR

3232 E
BRAESIDE DR

3234 E
BRAESIDE DR

3236 E
BRAESIDE DR

3238 E
BRAESIDE DR

3240 E
BRAESIDE DR

3242 E
BRAESIDE DR

3244 E
BRAESIDE DR

3246 E
BRAESIDE DR

3248 E
BRAESIDE DR

3250 E
BRAESIDE DR

3252 E
BRAESIDE DR

3254 E
BRAESIDE DR

3256 E
BRAESIDE DR

3257 E
BRAESIDE DR

3255 E
BRAESIDE DR

3253 E
BRAESIDE DR

3251 E
BRAESIDE DR

3262 E
BRAESIDE DR

3264 E
BRAESIDE DR

3266 E
BRAESIDE DR

3268 E
BRAESIDE DR

E Braeside DR

3200
E LONGVIEW
AVE

3315
E LONGVIEW
AVE

3404 E GRANDVIEW

3429 E LONGVIEW AVE

3433 E LONGVIEW AVE

3437 E LONGVIEW AVE

3443 E LONGVIEW AVE

3449 E LONGVIEW AVE

3501 E LONGVIEW AVE

3509 E LONGVIEW AVE

3517 E LONGVIEW AVE

87' 39' 24x36x24

155'

24'

70'

110'

30x48x24

153'

79'

24x36x24

Flowerpot

3436 E LONGVIEW AVE

Flowerpot
3442 E LONGVIEW AVE

132 N GLENWOOD AVE W

133 N LEXINGTON DR

255'

Flowerpot

132 N LEXINGTON DR

3508 E LONGVIEW AVE

Flowerpot
3516 E LONGVIEW AVE

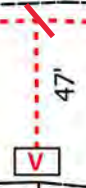
126 N GLENWOOD AVE W

127 N LEXINGTON DR

N Lexington DR

126 N

127 N CONCORD RD



3512 E
GRANDVIEW DR

3522 E
GRANDVIEW DR

3600 E
GRANDVIEW DR

3614 E
GRANDVIEW DR

3620 E
GRANDVIEW DR

3630 E
GRANDVIEW DR

3640
GRAN

3627
E LONGVIEW
AVE

3635
E LONGVIEW
AVE

3643
E LONGVIEW
AVE

3651
E LONGVIEW
AVE

3659
E LONGVIEW
AVE

3667
E LONGVIEW
AVE

3669
E LONGVIEW
AVE

180'

Flowerpot

180'

24x36x24

169'

Flowerpot

V

V

V

4'

42'

93'

E Longview AVE

Flowerpot

Flowerpot

Flowerpot

3626
E LONGVIEW

3634
E LONGVIEW

3640
E LONGVIEW

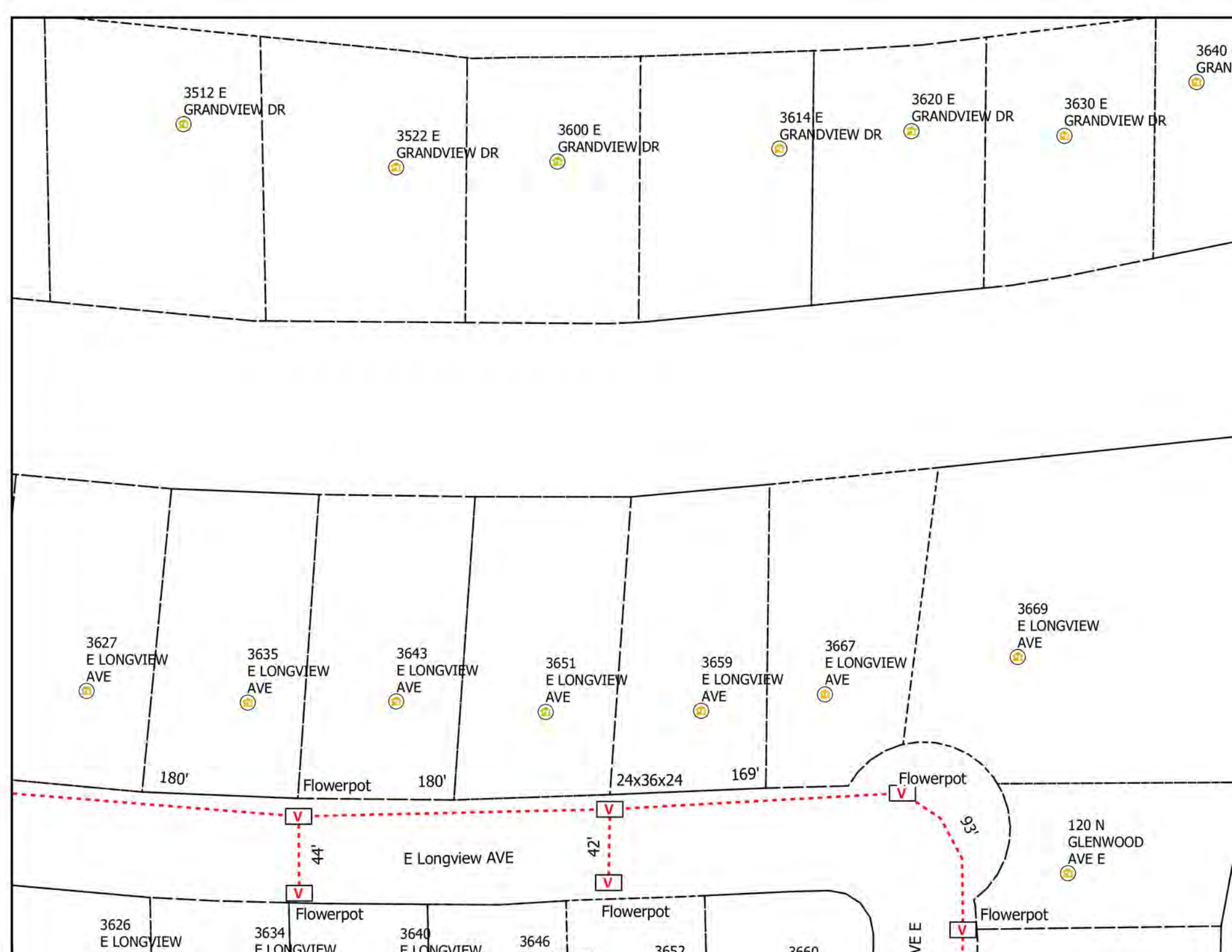
3646

3652

3660

VE E

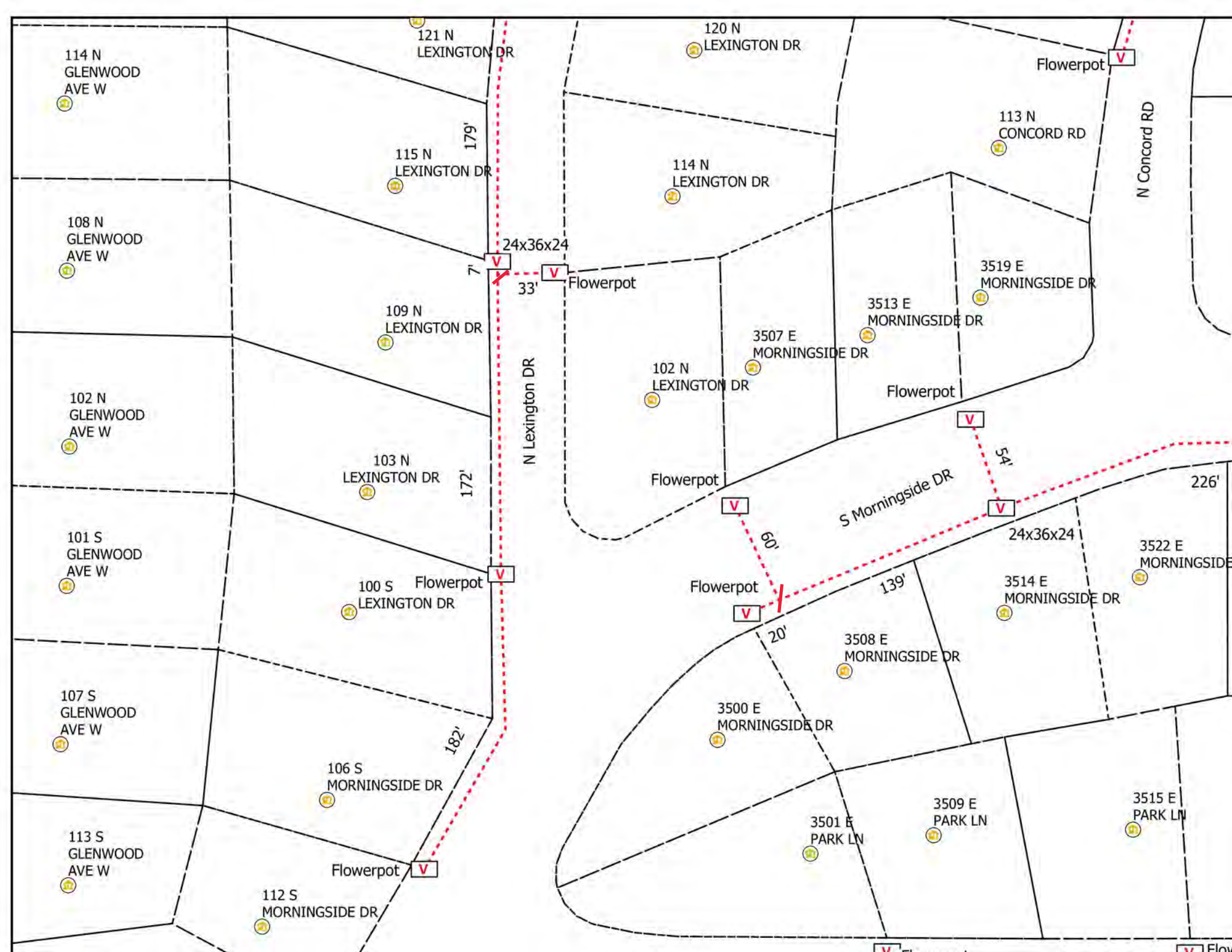
120 N
GLENWOOD
AVE E

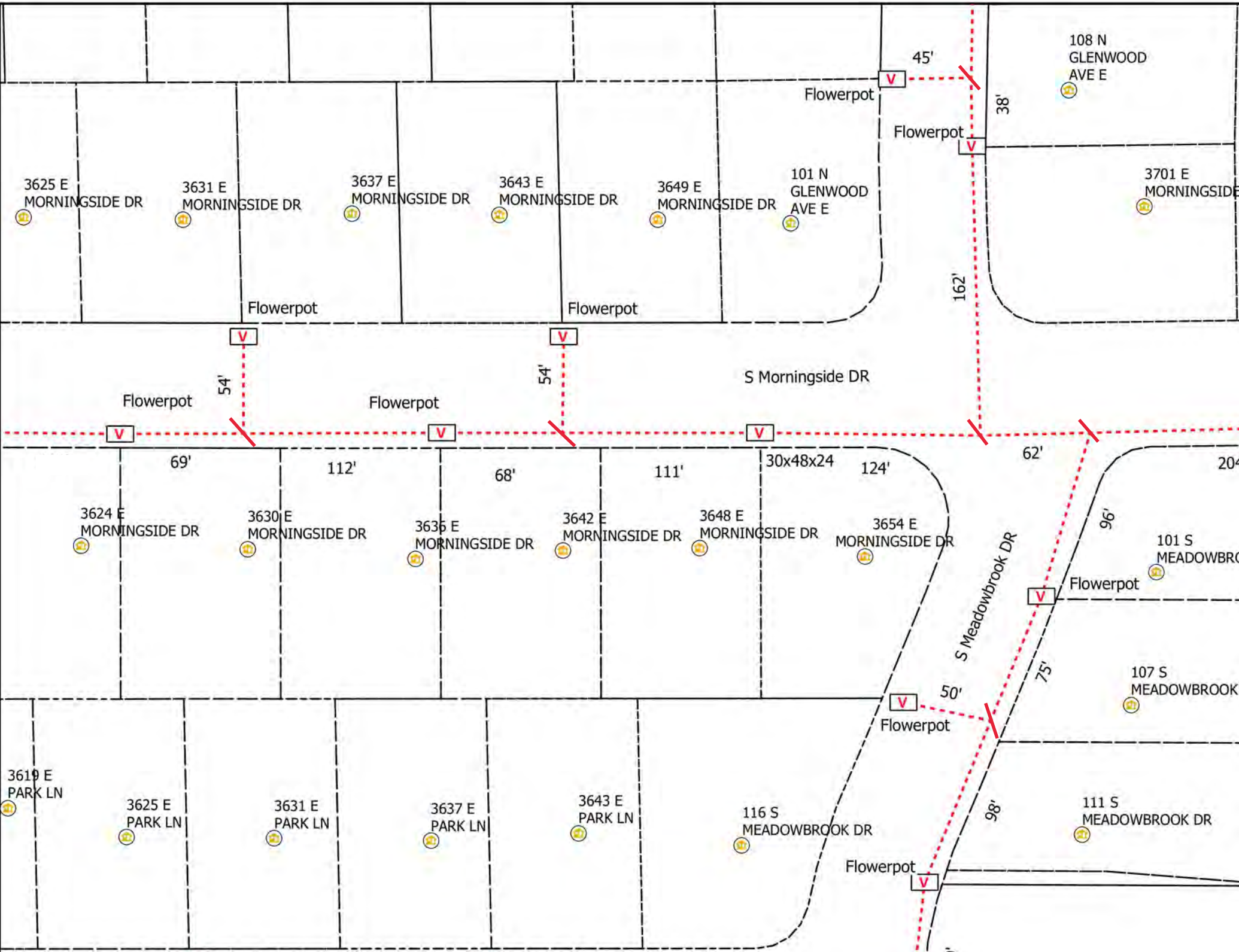


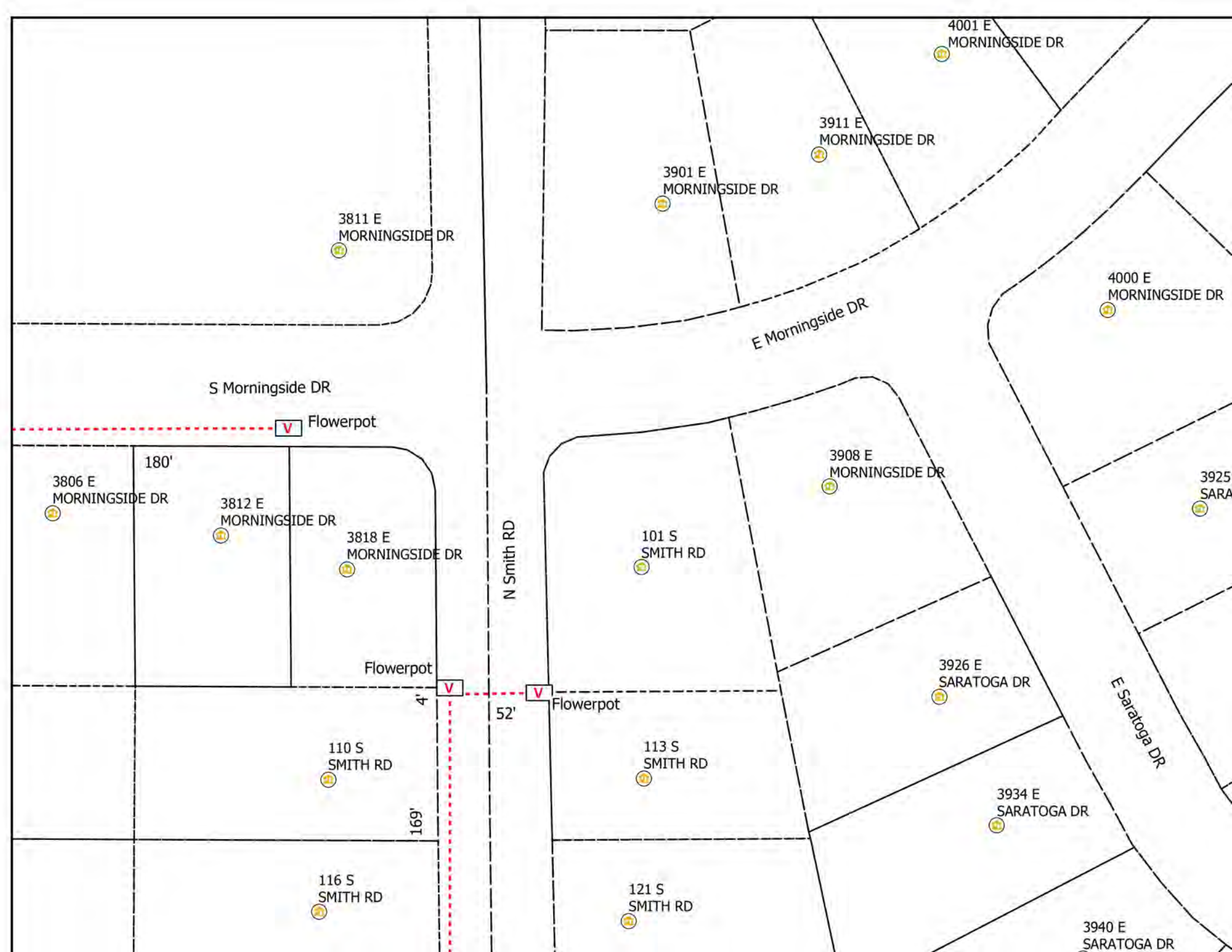
100 S
KINGSTON DR
B

S Kingston DR

123 S
KINGSTON DR
H







4001 E MORNINGSIDE DR

3911 E MORNINGSIDE DR

3901 E MORNINGSIDE DR

3811 E MORNINGSIDE DR

4000 E MORNINGSIDE DR

S Morningside DR

V Flowerpot

3806 E MORNINGSIDE DR

180'

3812 E MORNINGSIDE DR

3818 E MORNINGSIDE DR

N Smith Rd

101 S SMITH RD

3908 E MORNINGSIDE DR

3925 SARA

Flowerpot

3926 E SARATOGA DR

E Saratoga DR

V

V Flowerpot

110 S SMITH RD

113 S SMITH RD

3934 E SARATOGA DR

169'

116 S SMITH RD

121 S SMITH RD

3940 E SARATOGA DR

52'

120 S
KINGSTON DR



S Kingston DR

3021 E 3RD ST



3205 E 3RD ST



3207 E 3RD ST



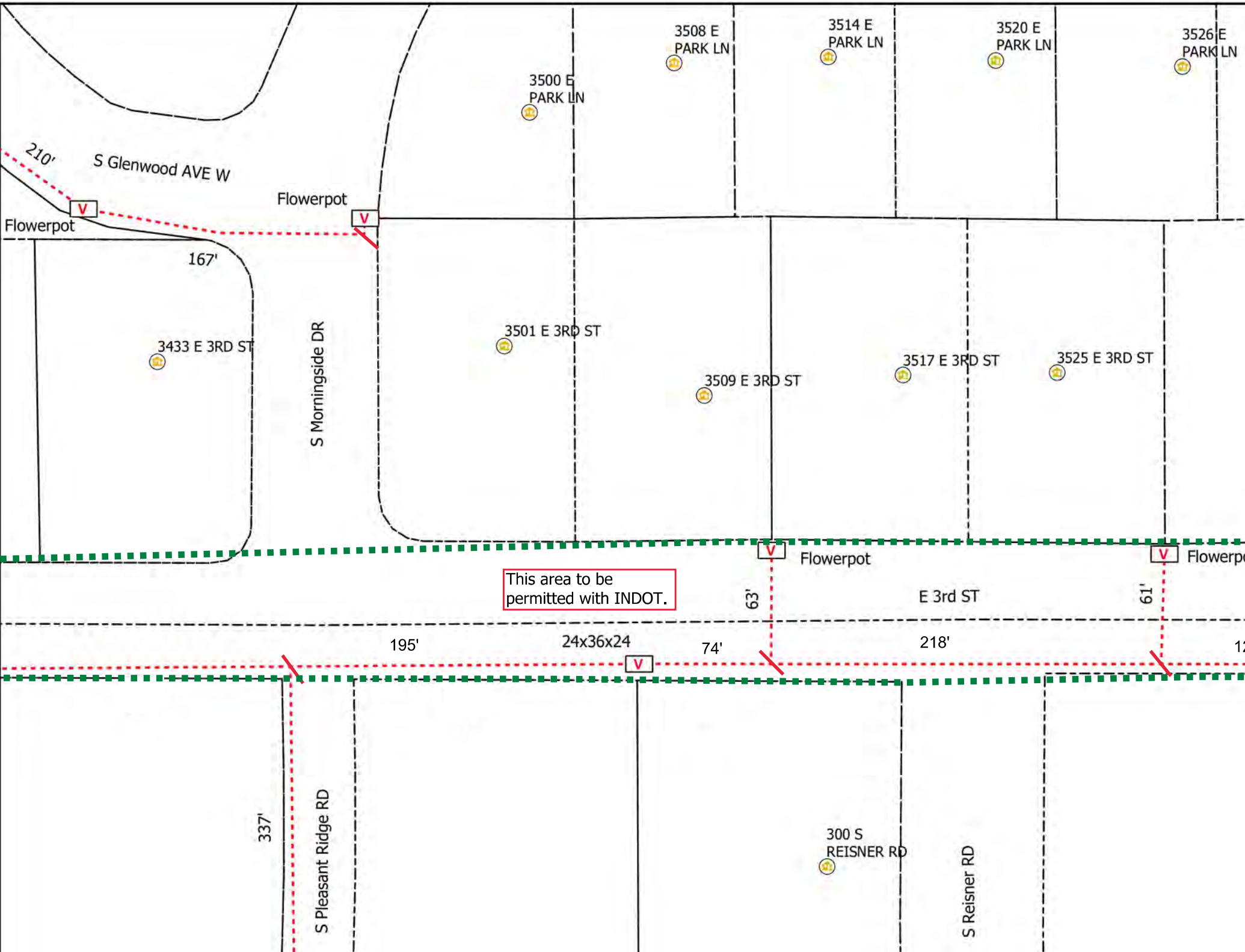
E 3rd ST

3020 E 3RD ST

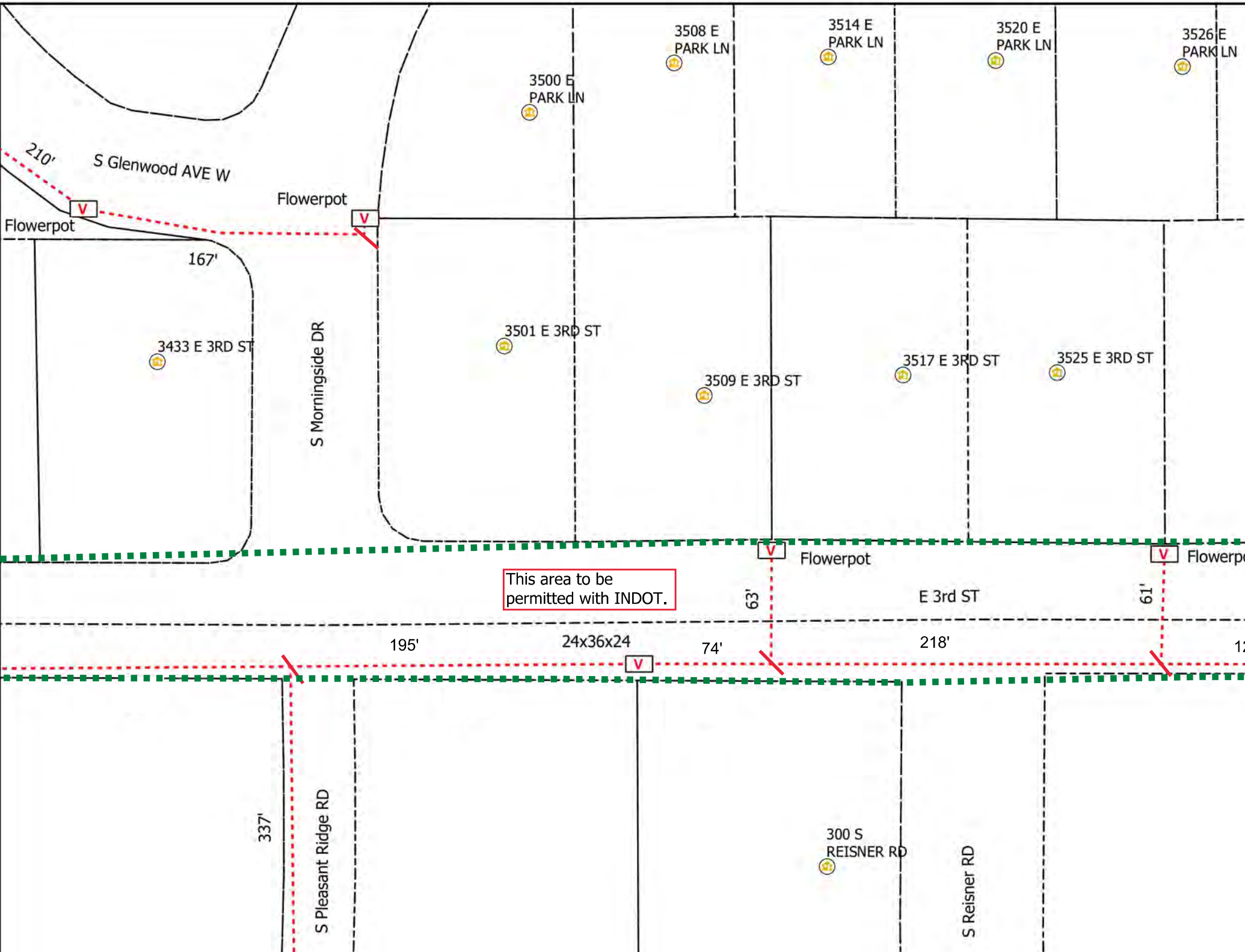


3200 E 3RD ST

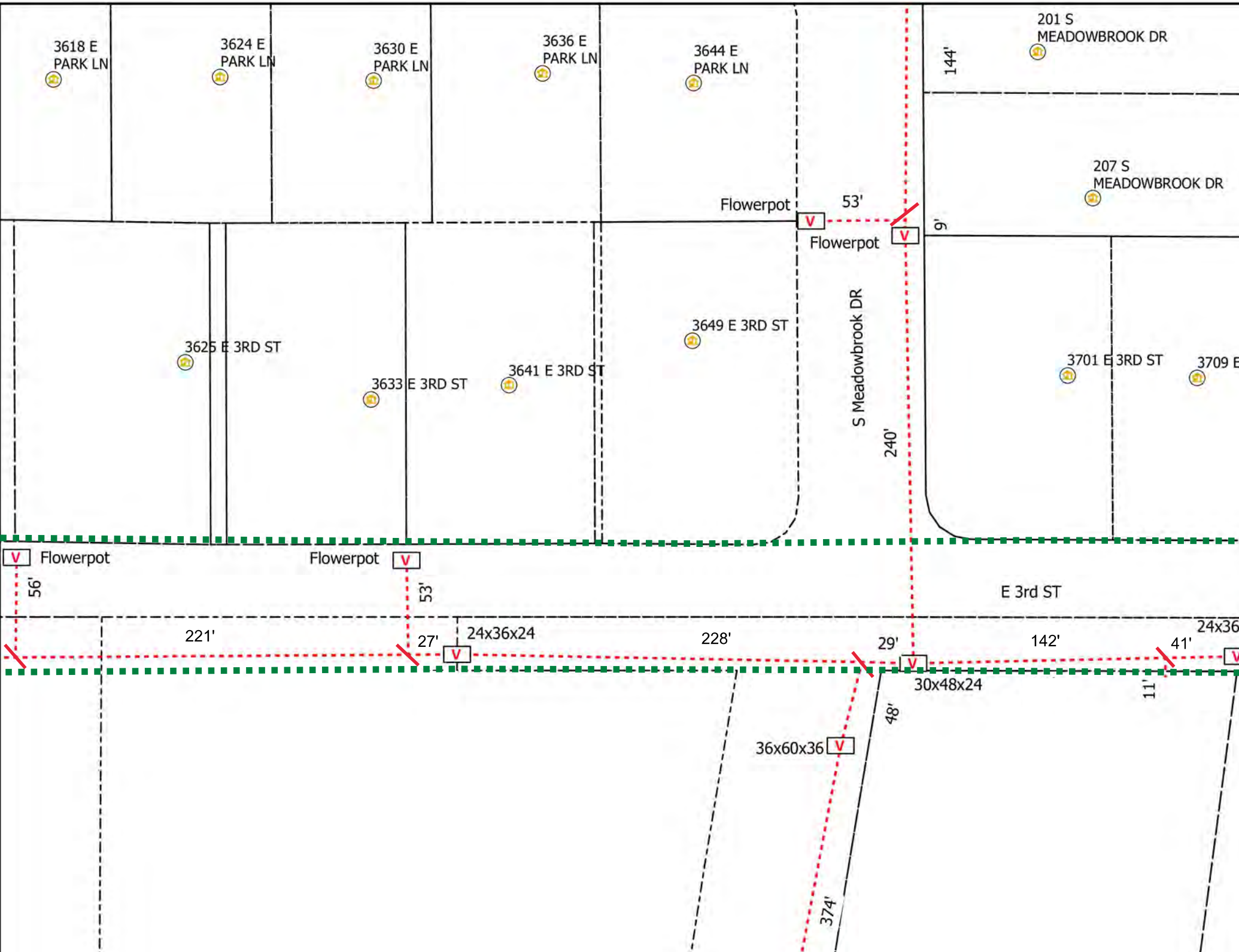


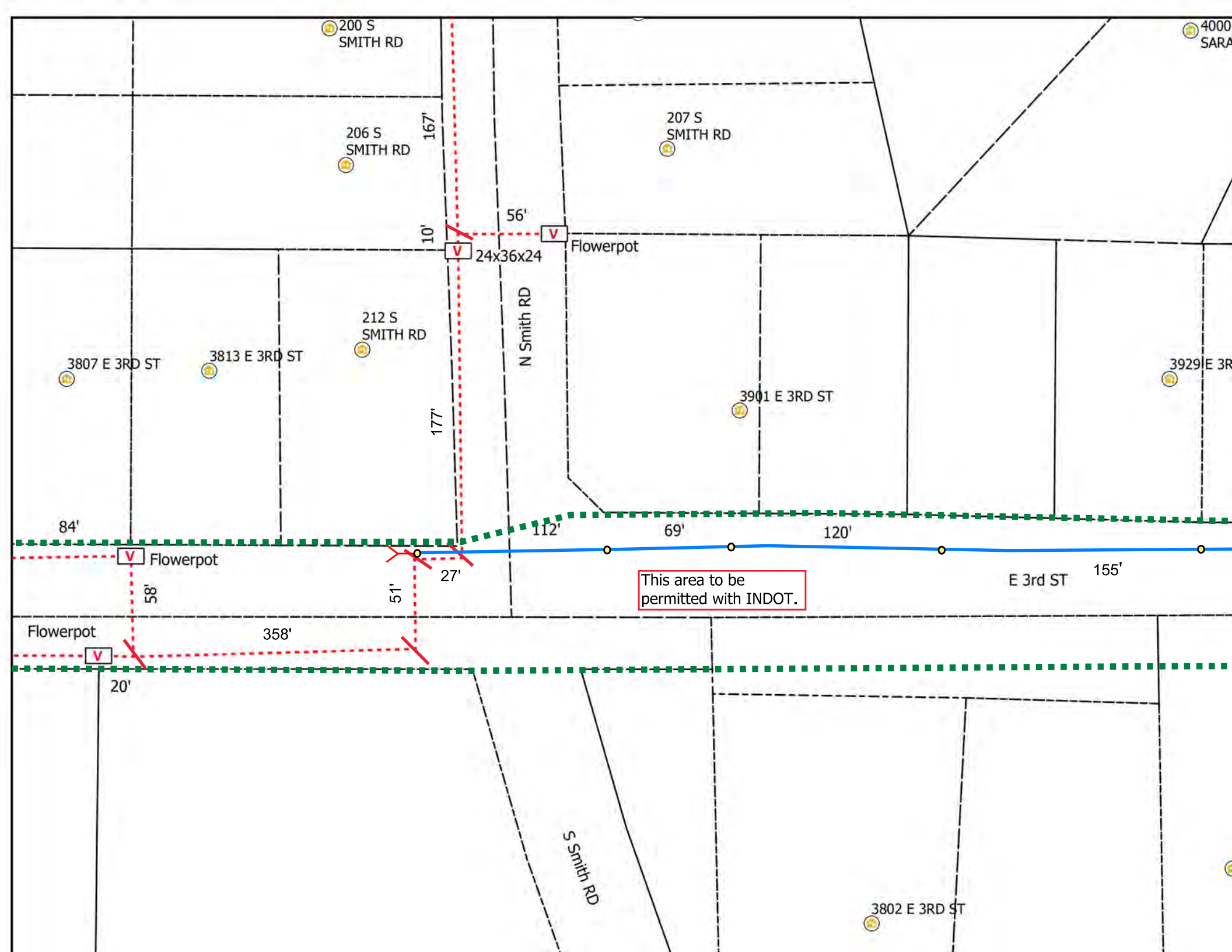


This area to be permitted with INDOT.

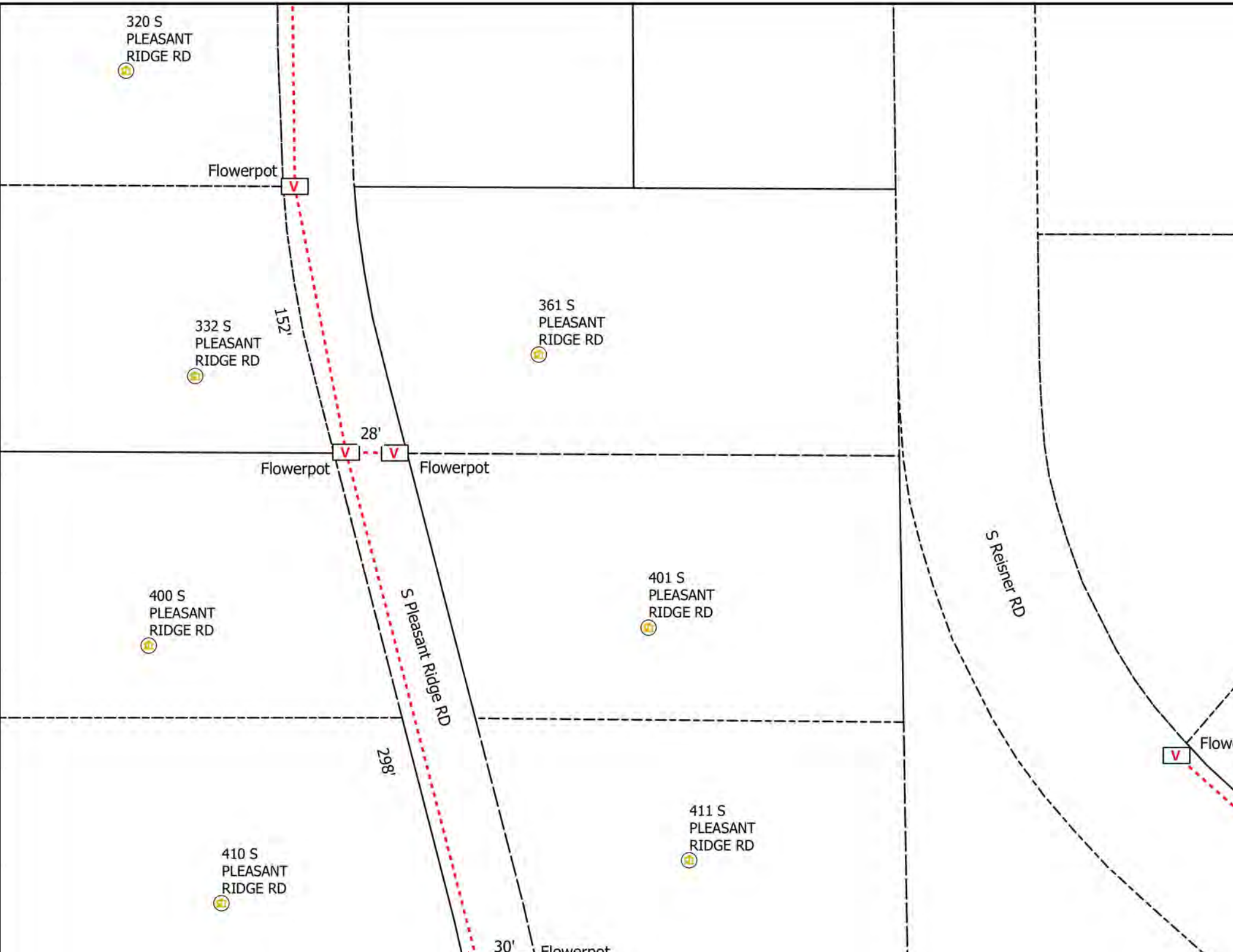


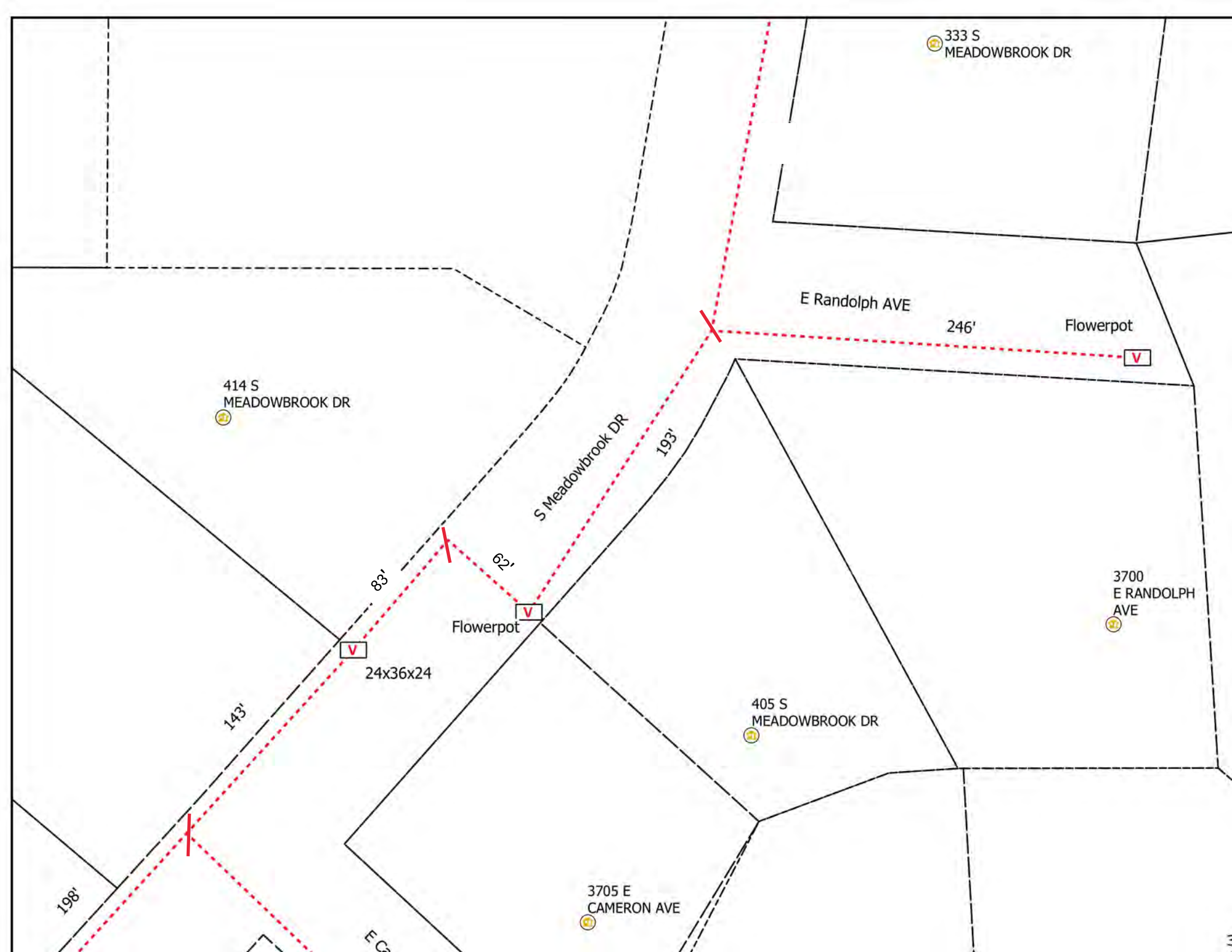
This area to be permitted with INDOT.





This area to be permitted with INDOT.

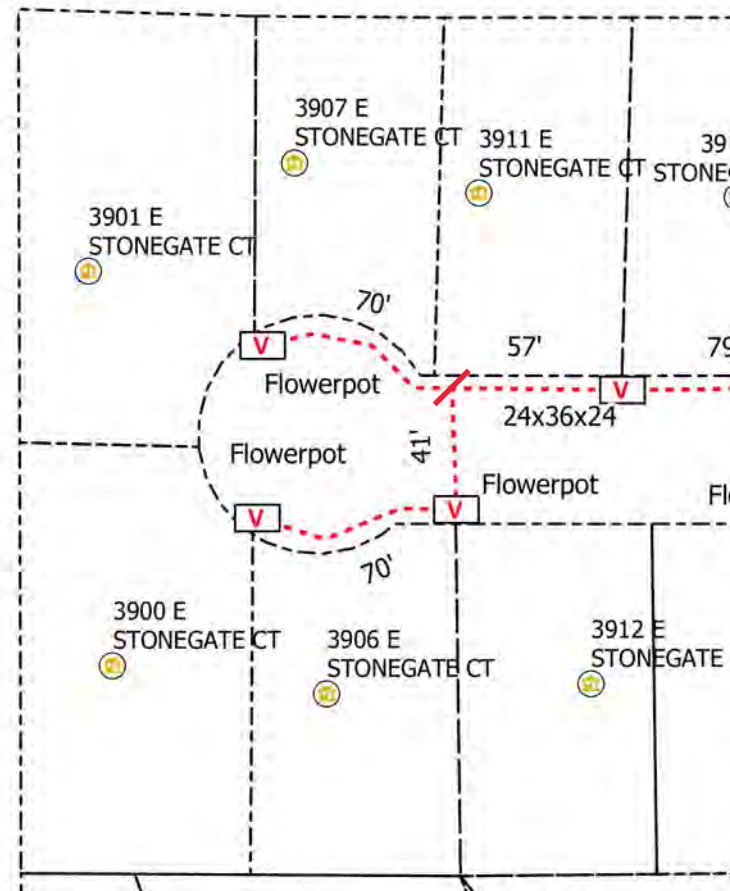






330 S
SMITH RD

S Smith RD



3911 E

420 S PLEASANT RIDGE RD

421 S PLEASANT RIDGE RD

500 S PLEASANT RIDGE RD

509 S PLEASANT RIDGE RD

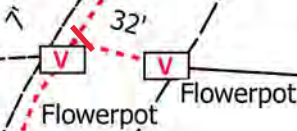
524 S MEADOWBROOK DR

510 S PLEASANT RIDGE RD

511 S PLEASANT RIDGE RD

532 S PLEASANT RIDGE RD

521 S PLEASANT RIDGE RD



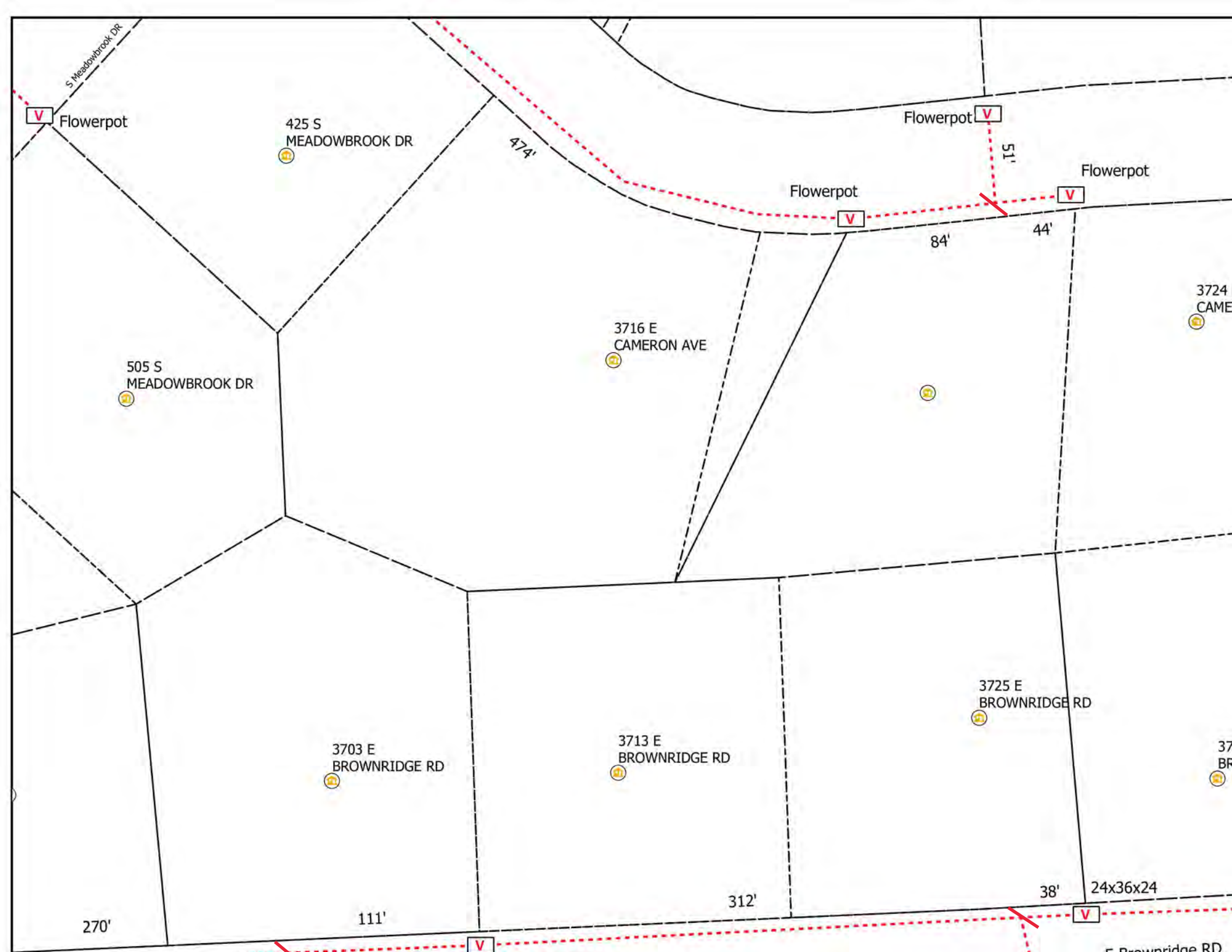
316'

S Pleasant Ridge Rd

24x36x24



246'



Flowerpot

425 S
MEADOWBROOK DR

Flowerpot

Flowerpot

Flowerpot

505 S
MEADOWBROOK DR

3716 E
CAMERON AVE

3724
CAME

3703 E
BROWNRIDGE RD

3713 E
BROWNRIDGE RD

3725 E
BROWNRIDGE RD

37
BR

270'

111'

312'

38'

24x36x24

474'

84'

44'

51'

V

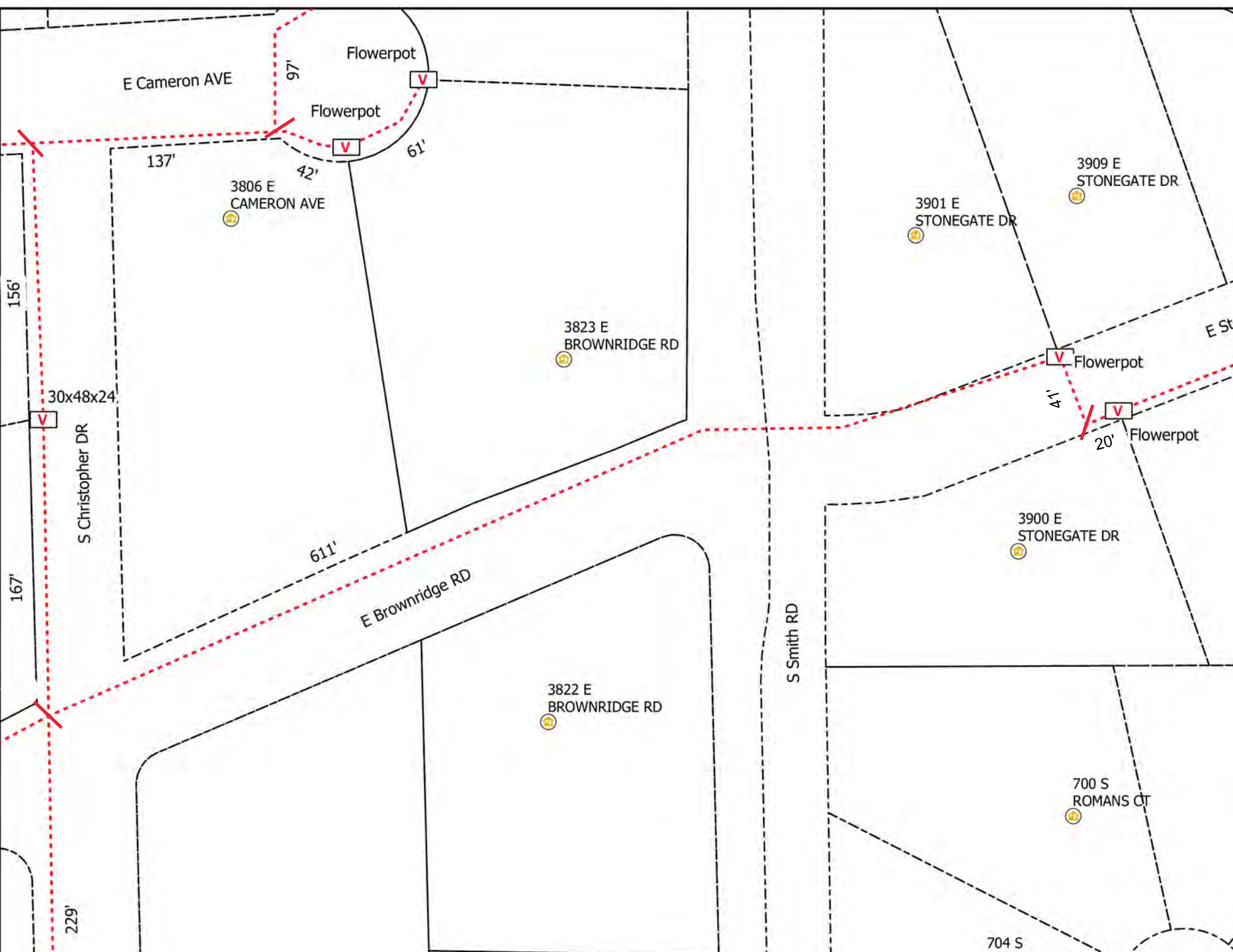
V

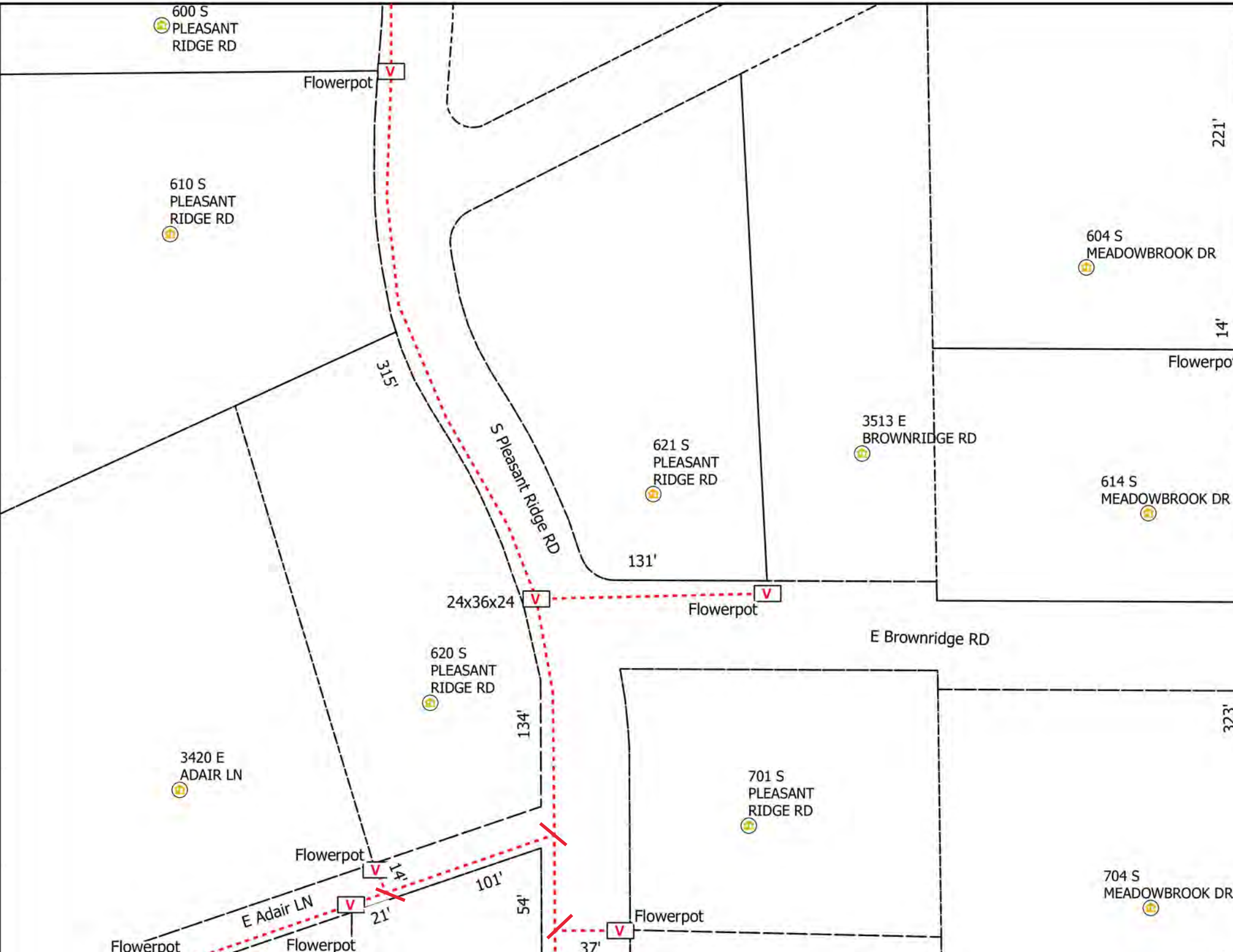
V

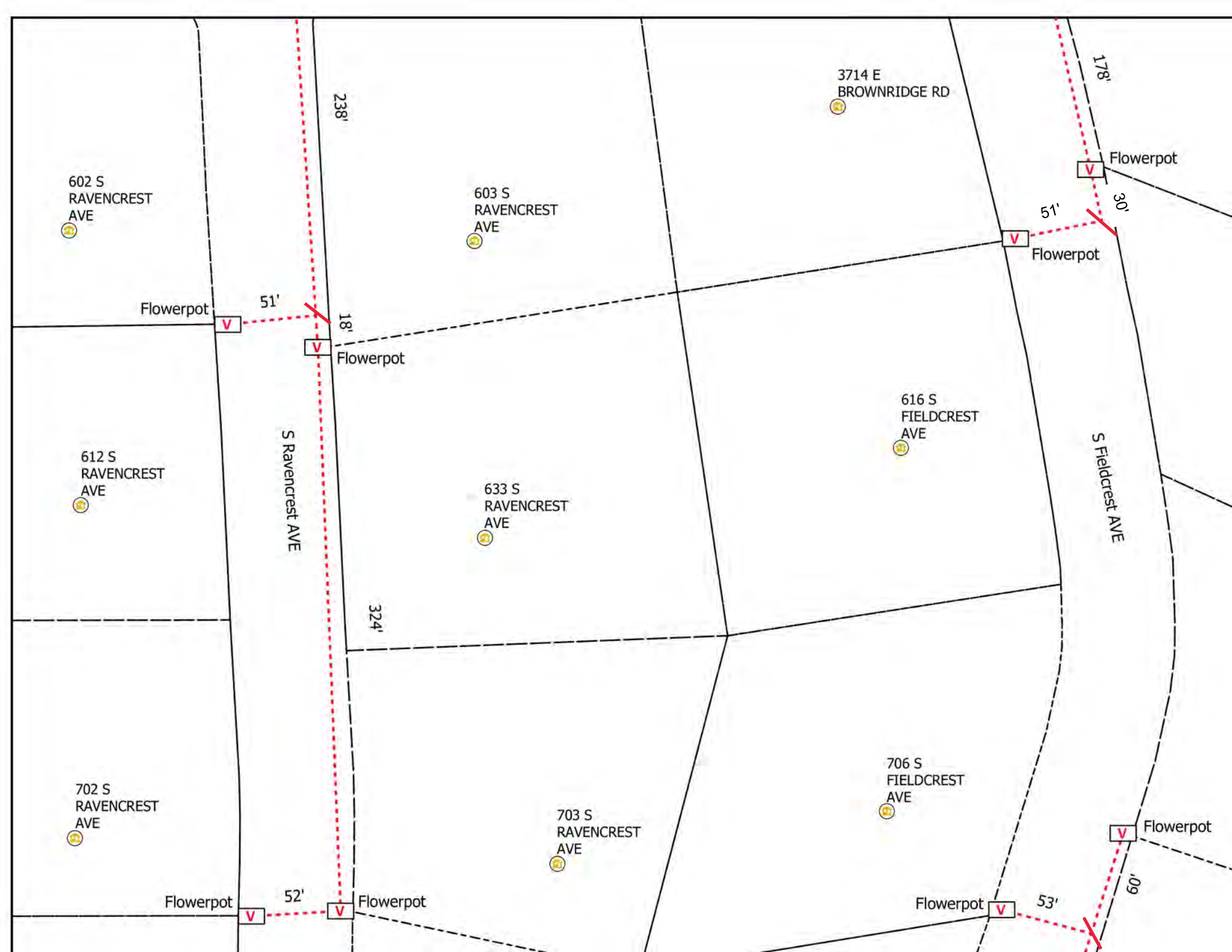
V

V

E Brownridge RD









42' Flowerpot

V

104'

24x36x24

V

123'

48' Flowerpot

V

77'

Flowerpot

V

S Christopher DR

397'

628 S SMITH RD

V

707 S CHRISTOPHER DR

V

684 S SMITH RD

V

708 S SMITH RD

V

711 S CHRISTOPHER DR

V

708 S ROMANS CT

V

712 S ROMANS CT

V

3915 BENN BLVD

V

3909 E BENNINGTON BLVD

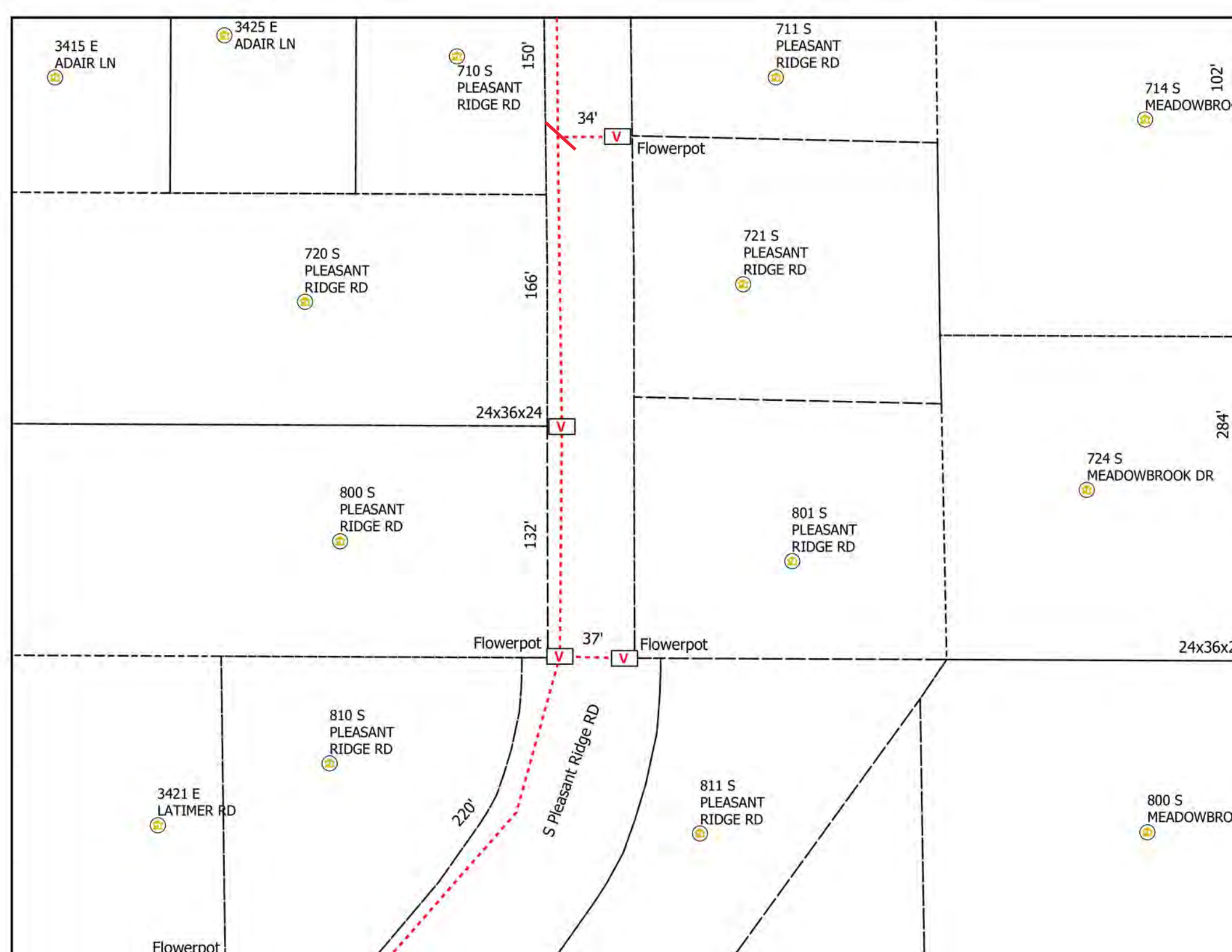
V

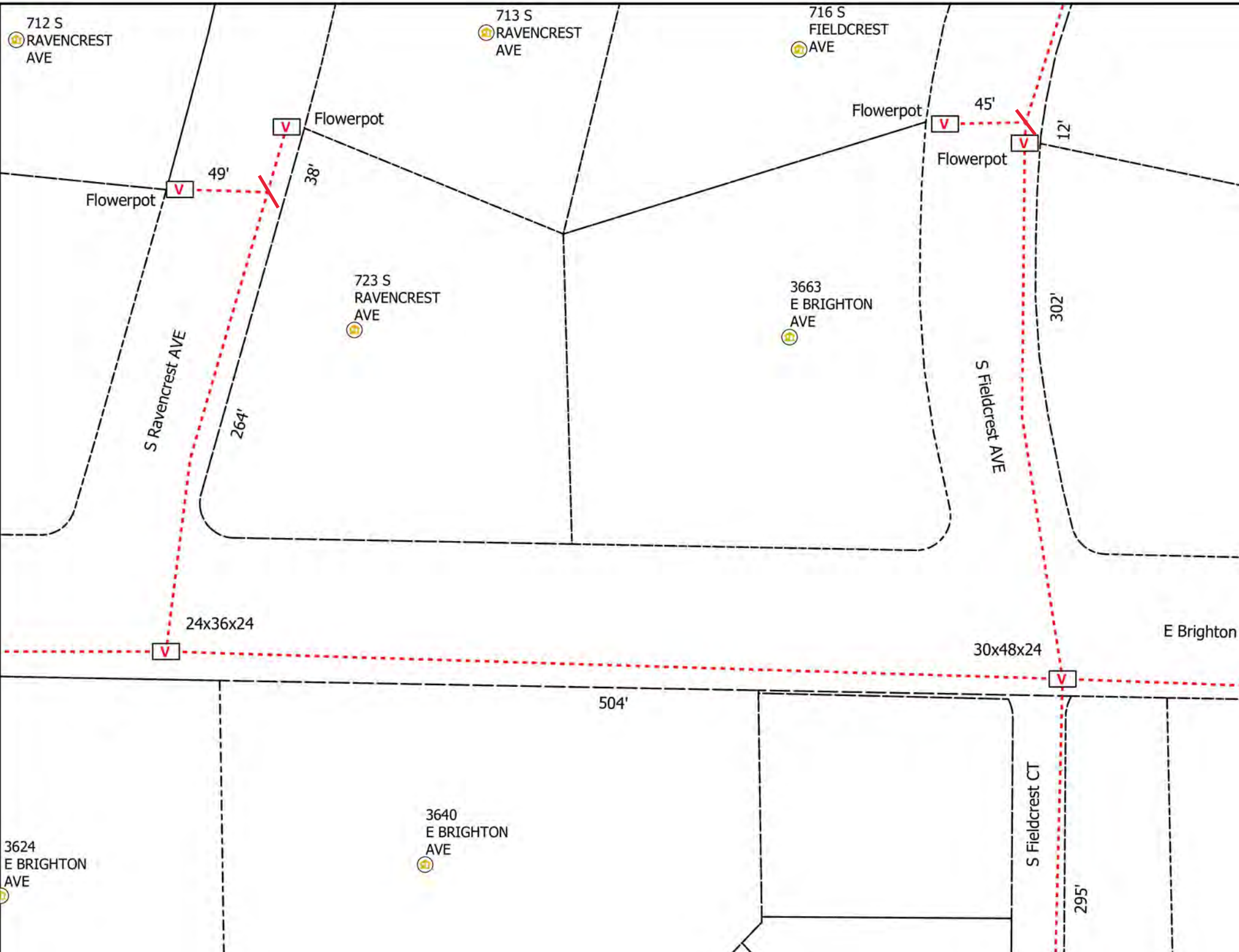
856 S CORIANDER CT

V

860 S CORIANDER CT

S Smith RD





712 S RAVENCREST AVE

713 S RAVENCREST AVE

716 S FIELDCREST AVE

Flowerpot

Flowerpot

Flowerpot

Flowerpot

723 S RAVENCREST AVE

3663 E BRIGHTON AVE

S Ravencrest Ave

S Fieldcrest Ave

24x36x24

30x48x24

E Brighton Ave

3624 E BRIGHTON AVE

3640 E BRIGHTON AVE

S Fieldcrest CT

504'

295'

49'

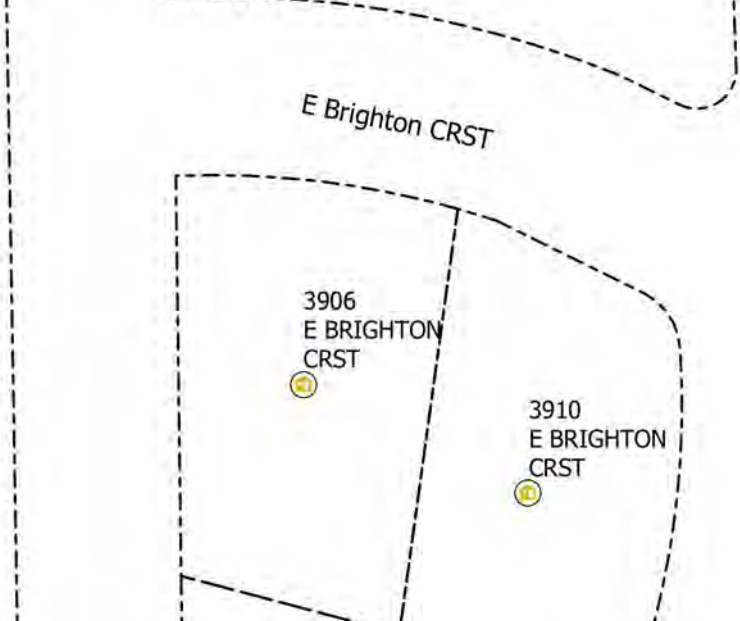
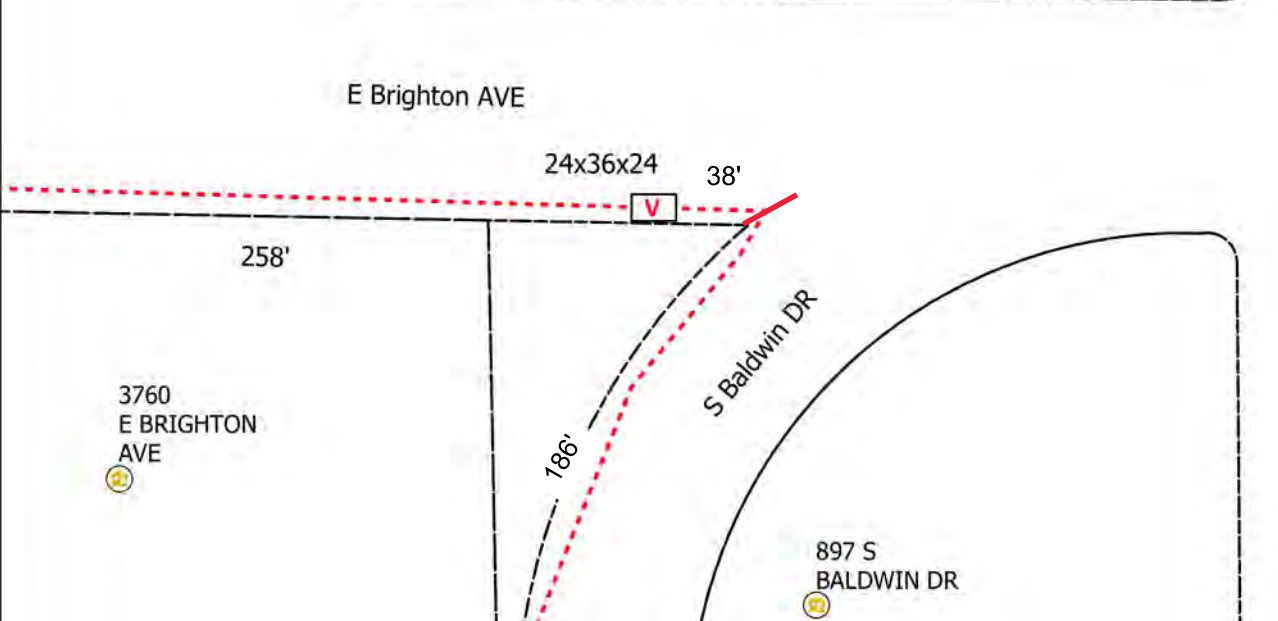
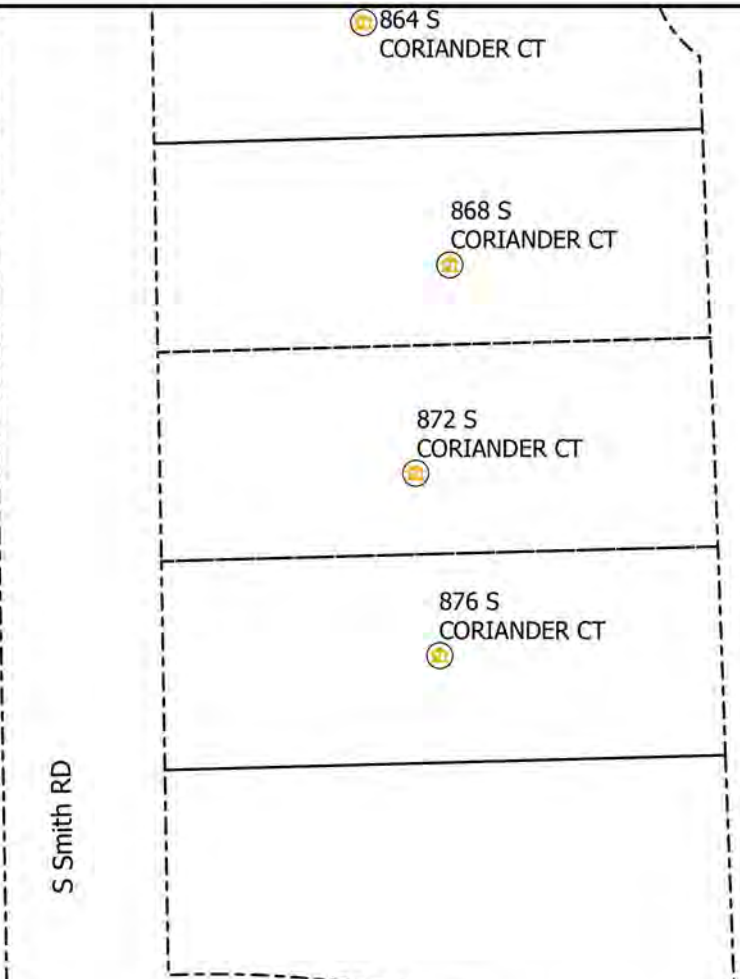
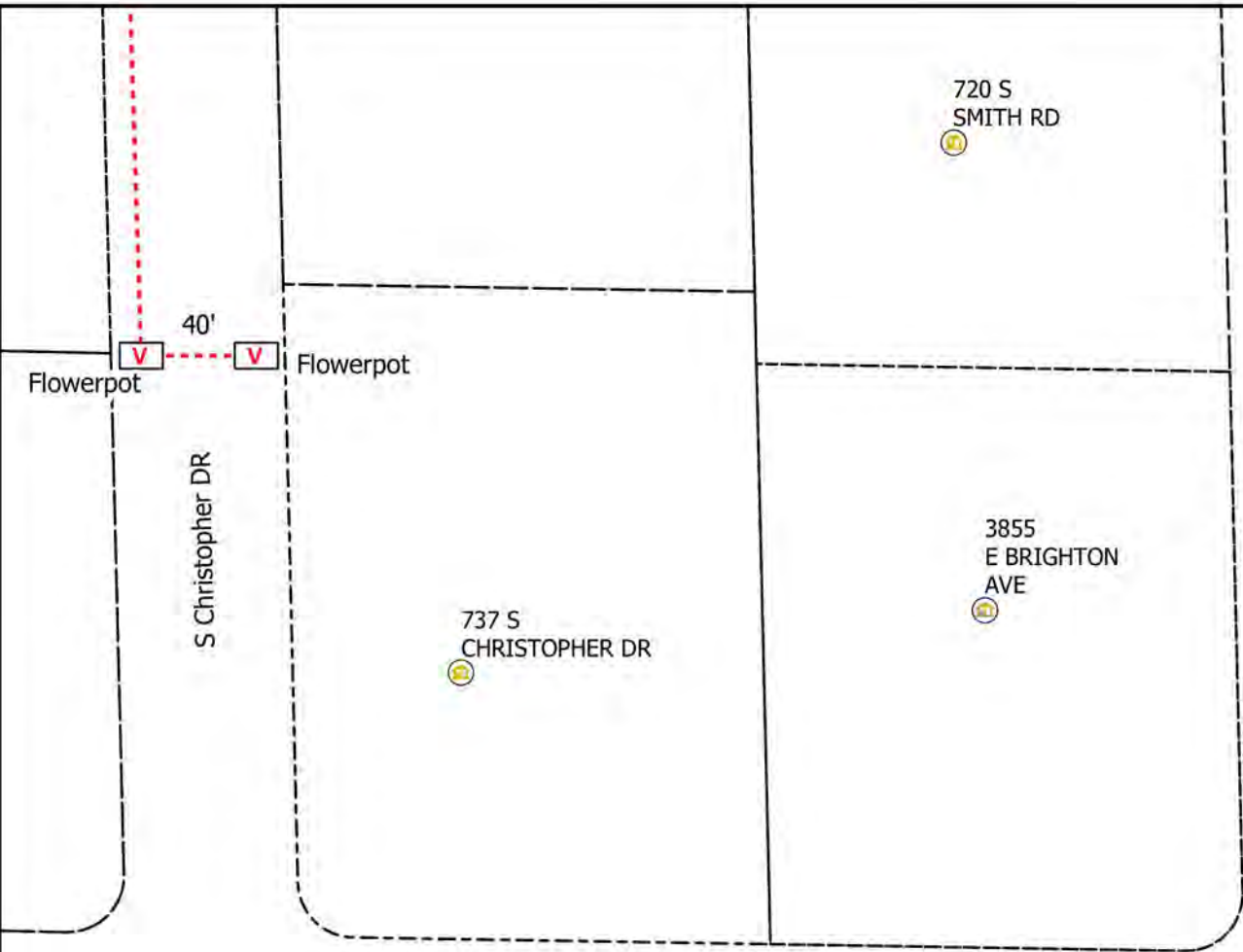
38'

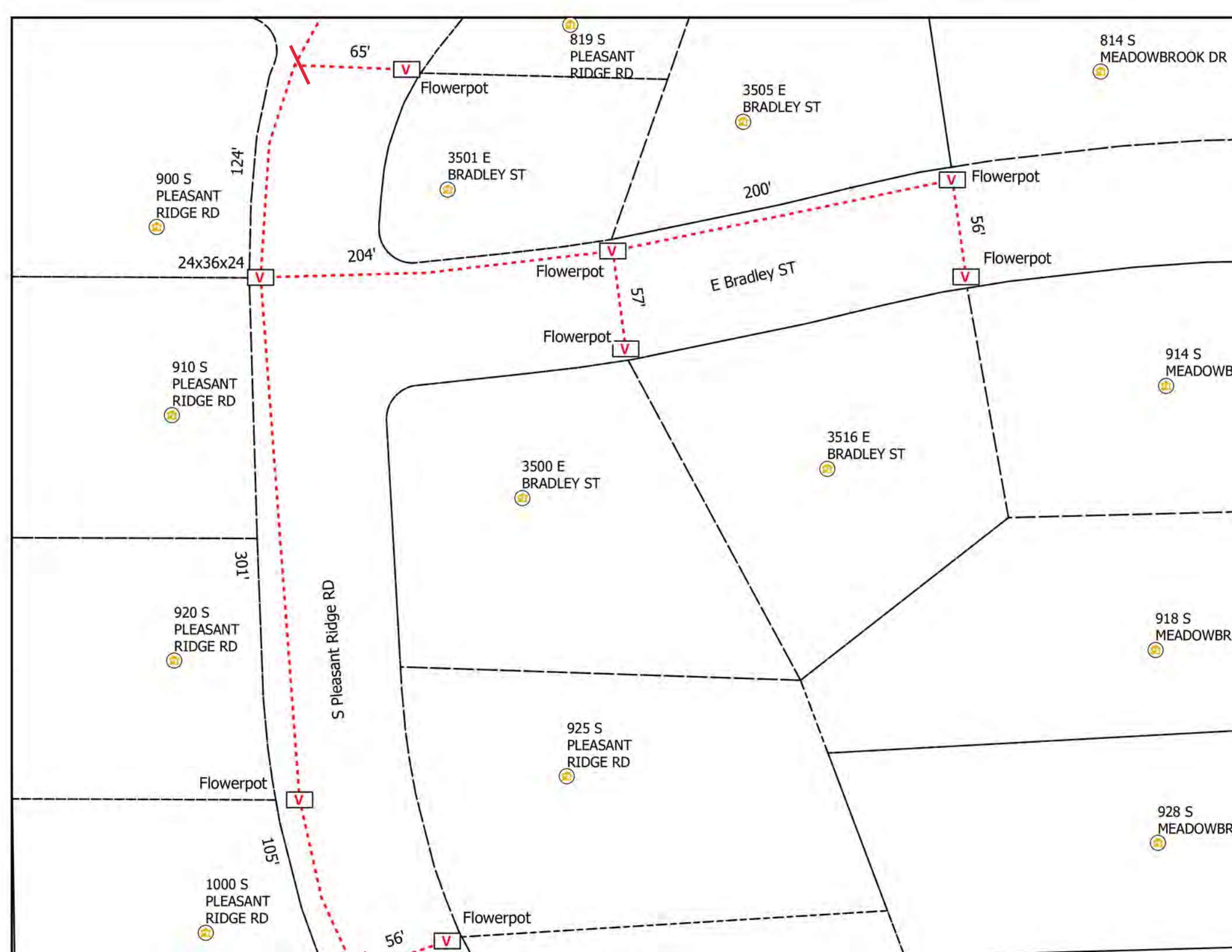
264'

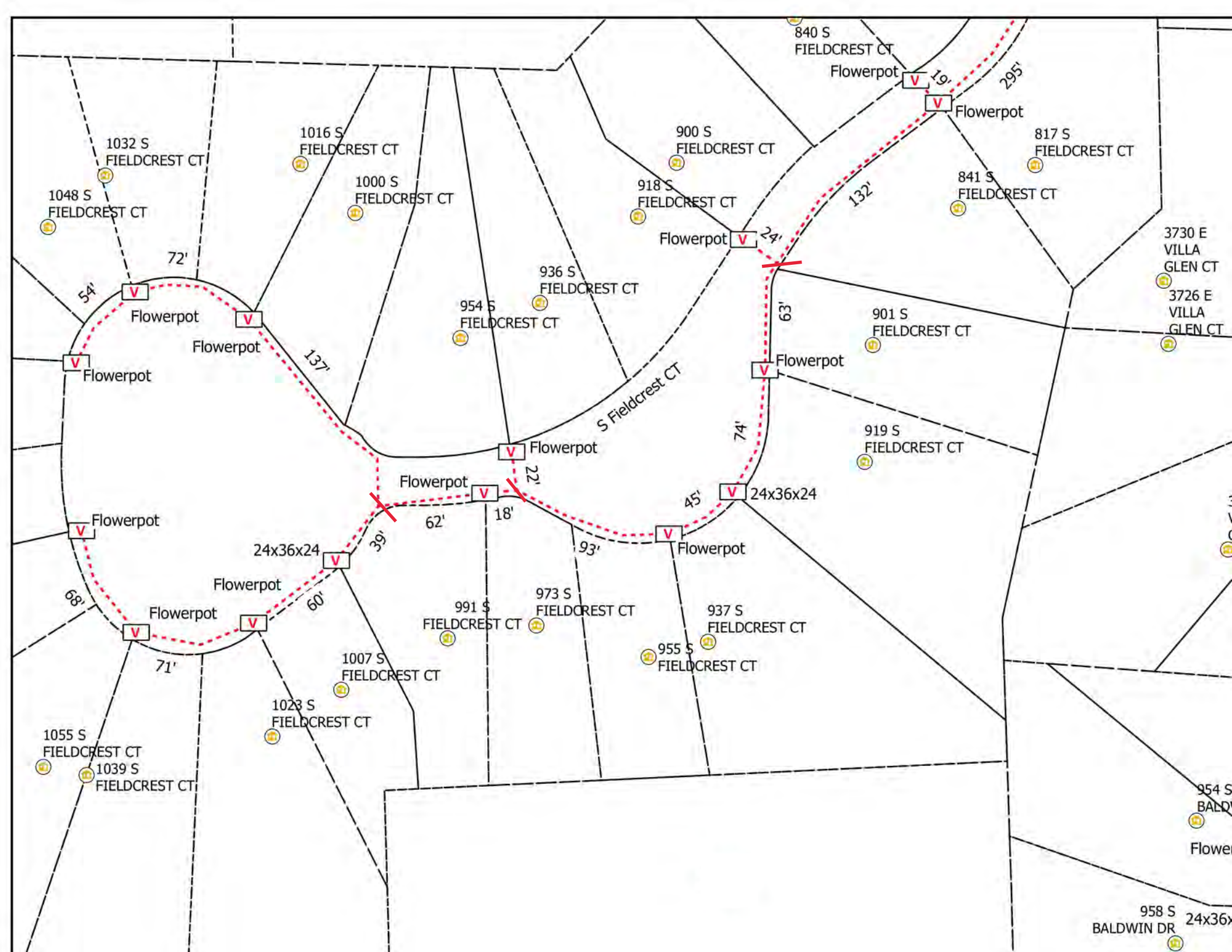
45'

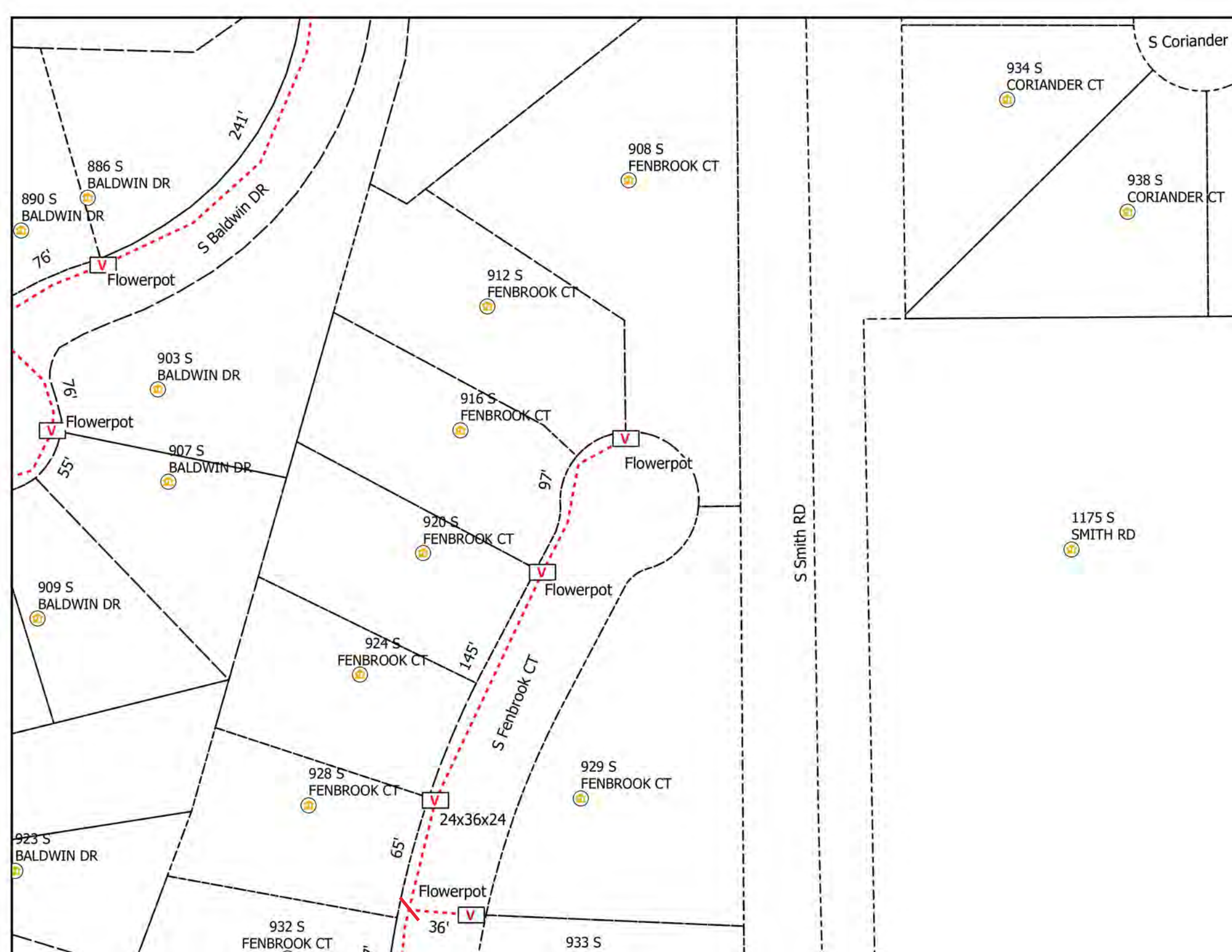
12'

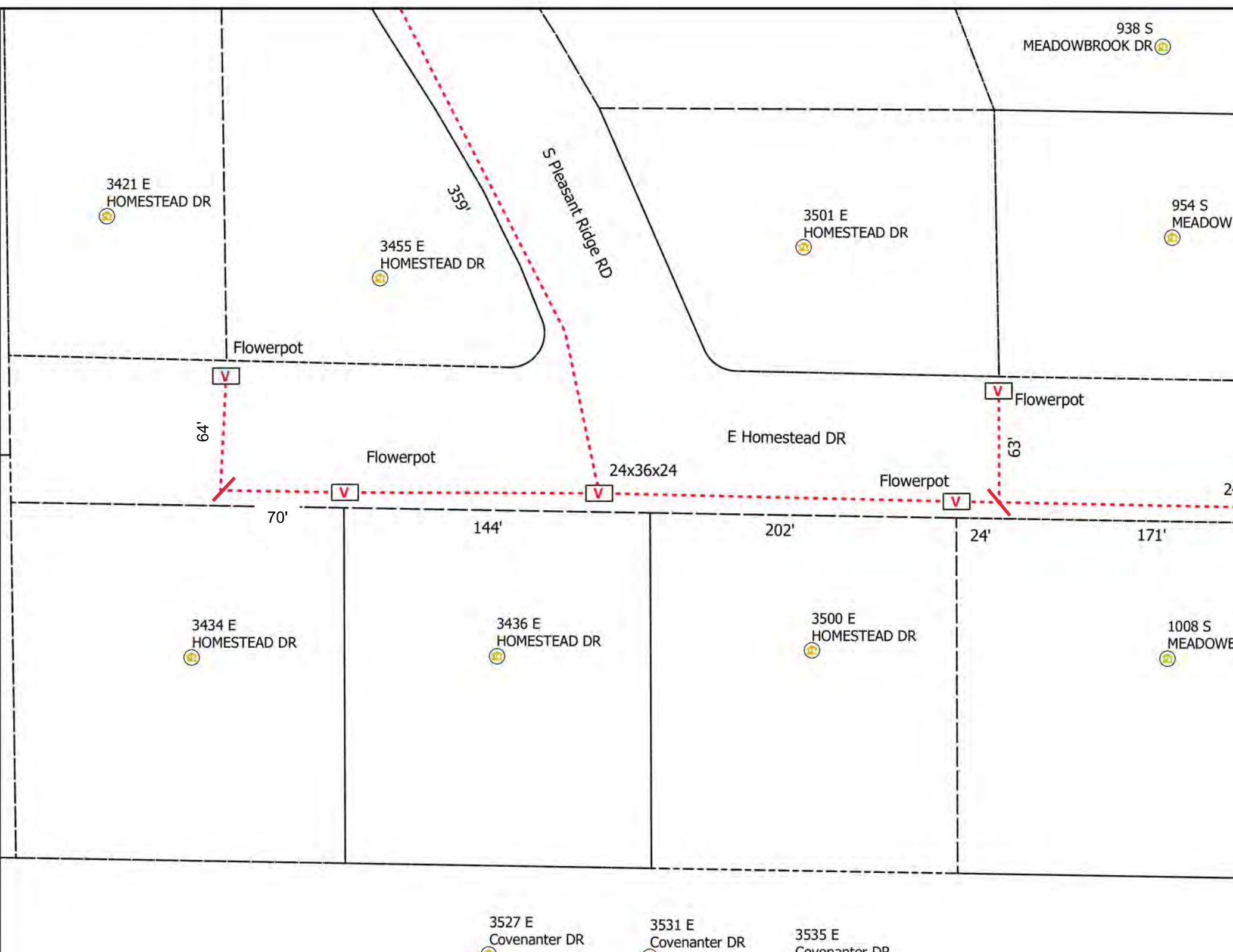
302'











3641 E
HOMESTEAD DR

966 S
BALDWIN DR

Flowe

970 S

BALDV

974 S

BALDW

978 S
BALDWIN DR

24x3

BAL

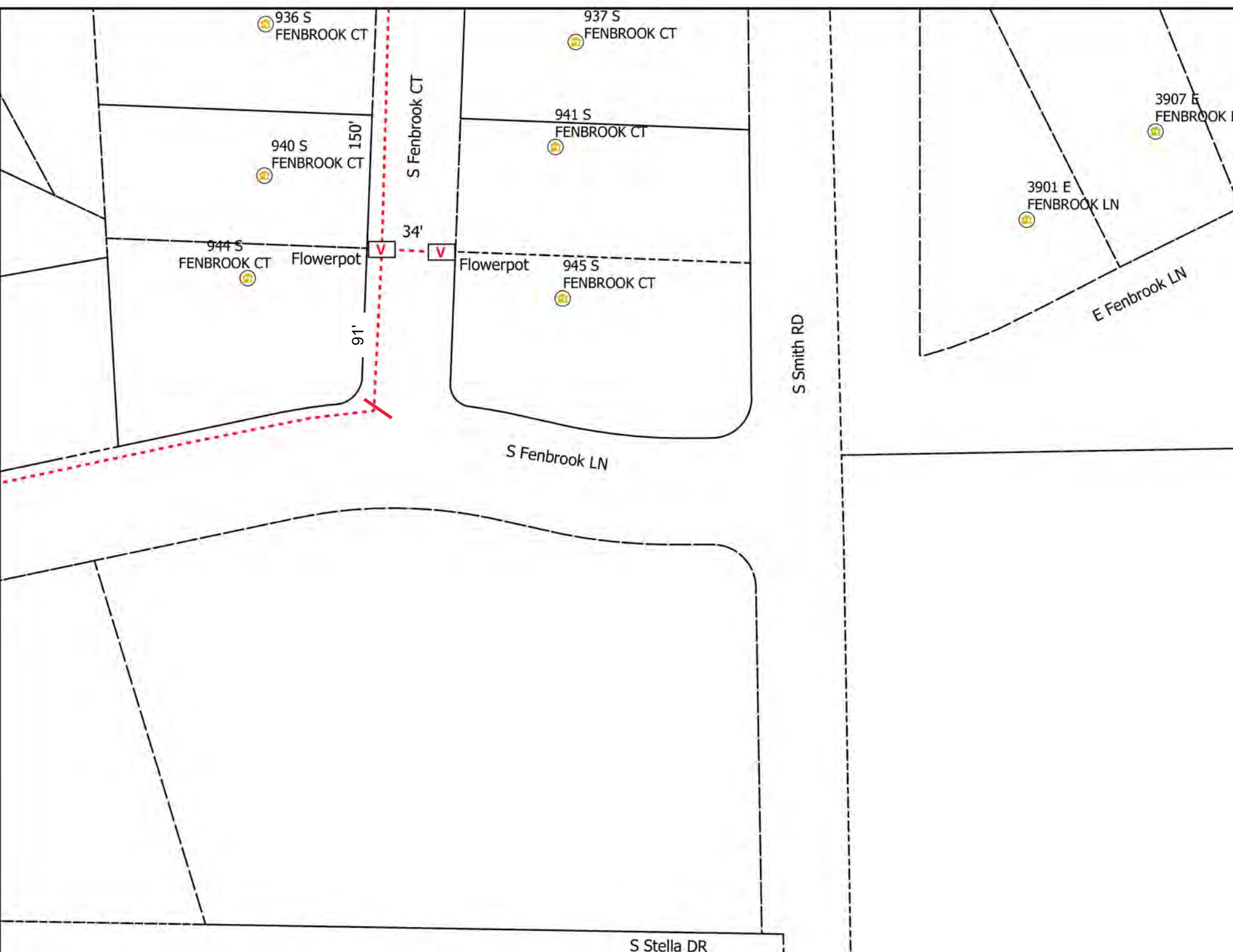
E Homestead DR

V

Flowerpot

3620 E
HOMESTEAD DR

S Fenbro



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	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.
BLC01b-F19 - N Glenwood Ave W - TCP

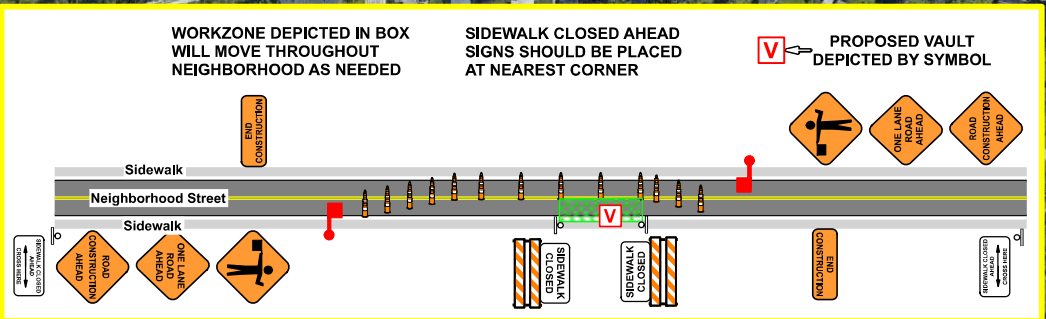
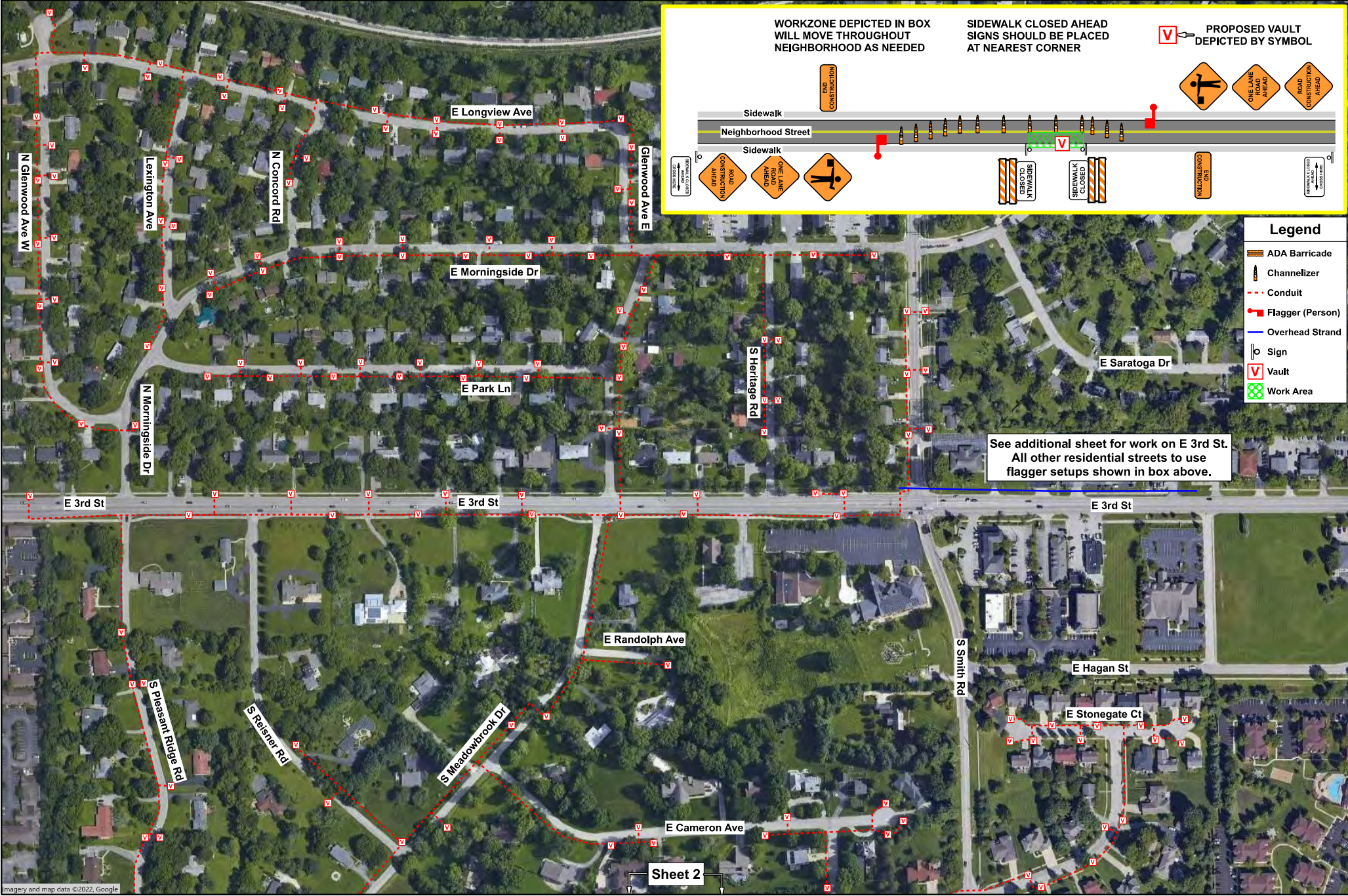
Signature: _____

Company: _____



Date: 10/3/2022 Project: BLC01b-F19 - N Glenwood Ave W - TCP :
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
 - Channelizer
 - Conduit
 - Flagger (Person)
 - Overhead Strand
 - Sign
 - Vault
 - Work Area

See additional sheet for work on E 3rd St.
All other residential streets to use flagger setups shown in box above.

imagery and map data ©2022, Google

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.
BLC01b-F19 - N Glenwood Ave W - TCP

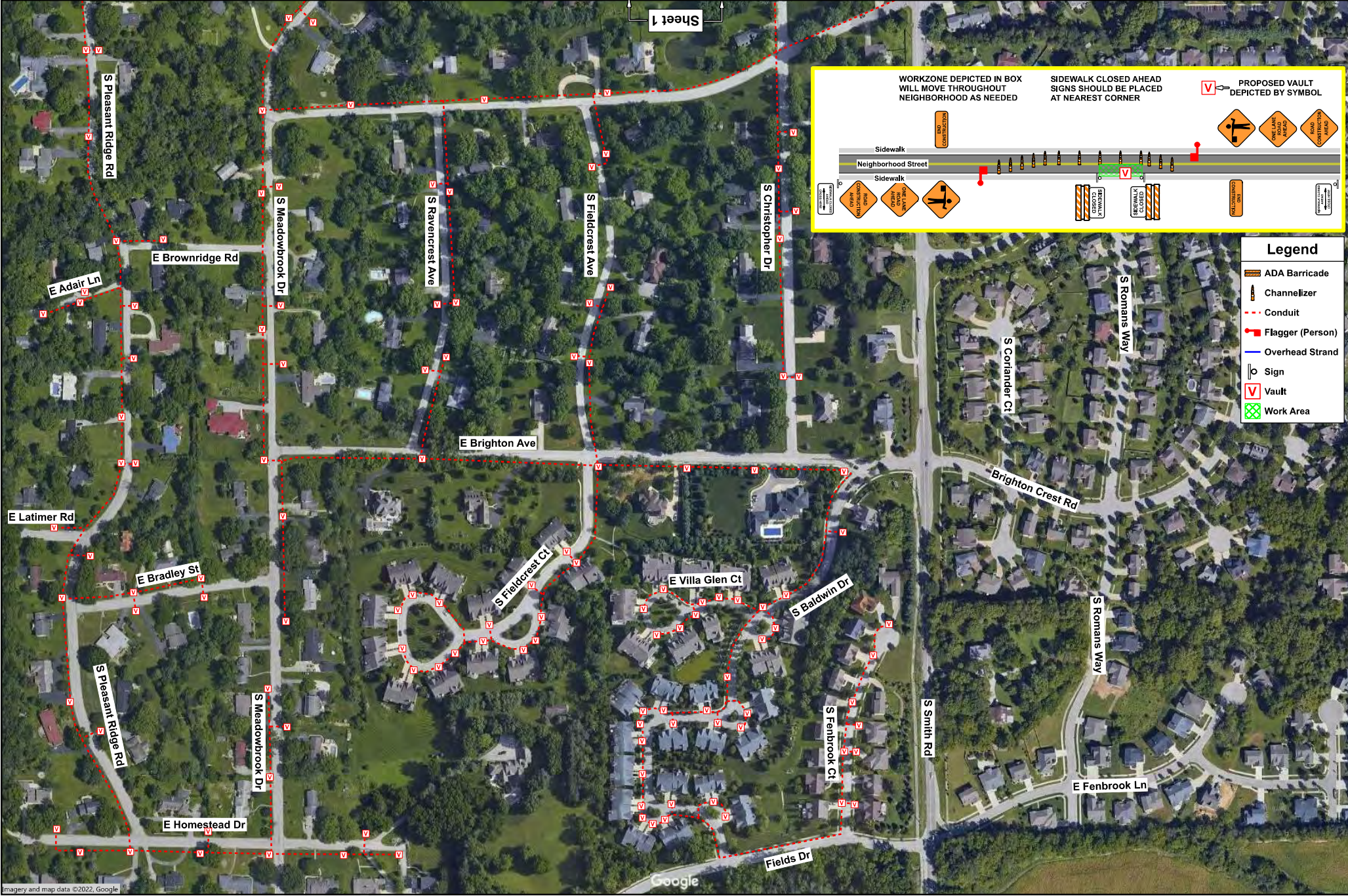
Signature: _____

Company: _____



Date: 10/3/2022 Project: BLC01b-F19 - N Glenwood Ave W - TCP :
Traffic Control Suggestion For: AEG :
By: Road Runner Safety Services, Inc. : Nathan

Comments:
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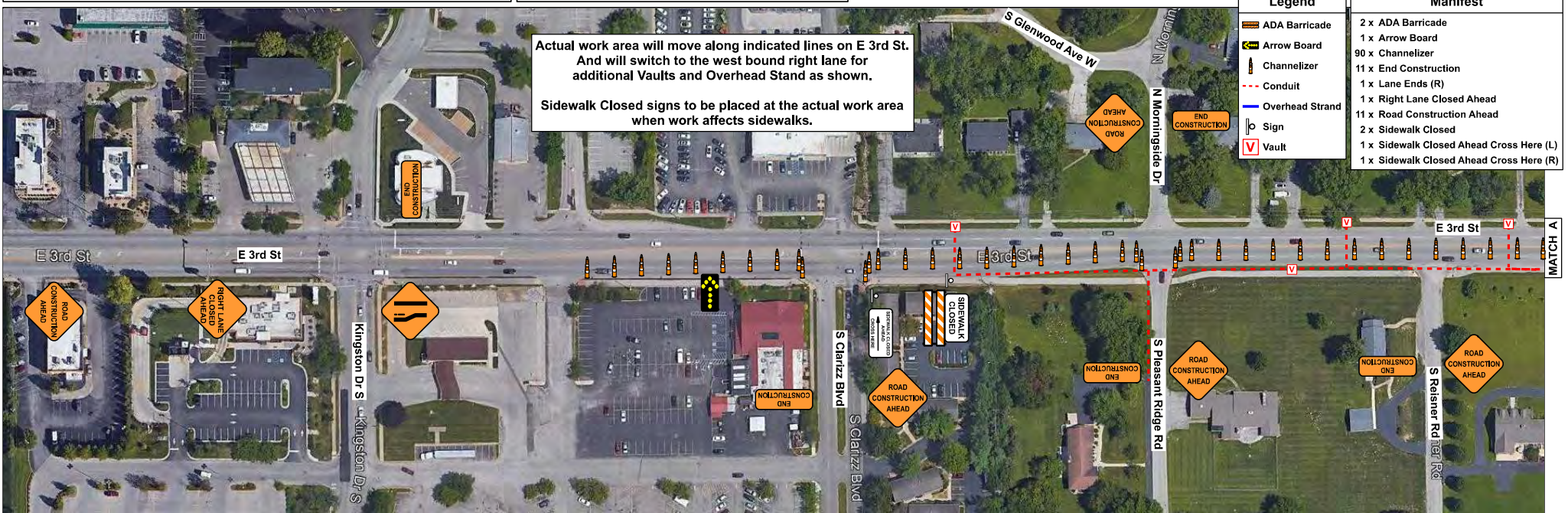
Spacing Charts Based on MUTCD Must be Approved by an Engineer							
Speed (MPH) Prior To Road Work	SIGN SPACING, FT.		BUFFER SPACE, FT.	TAPER LENGTH, FT.		CHANNELIZING SPACING, FT.	
	Non-Divided Highways	Divided Highways	Length	Shoulder (10 ft Width)	Lane (12 ft Width)	Through Taper	Through Buffer/Work 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.
BLC01b-F19 - N Glenwood Ave W - TCP

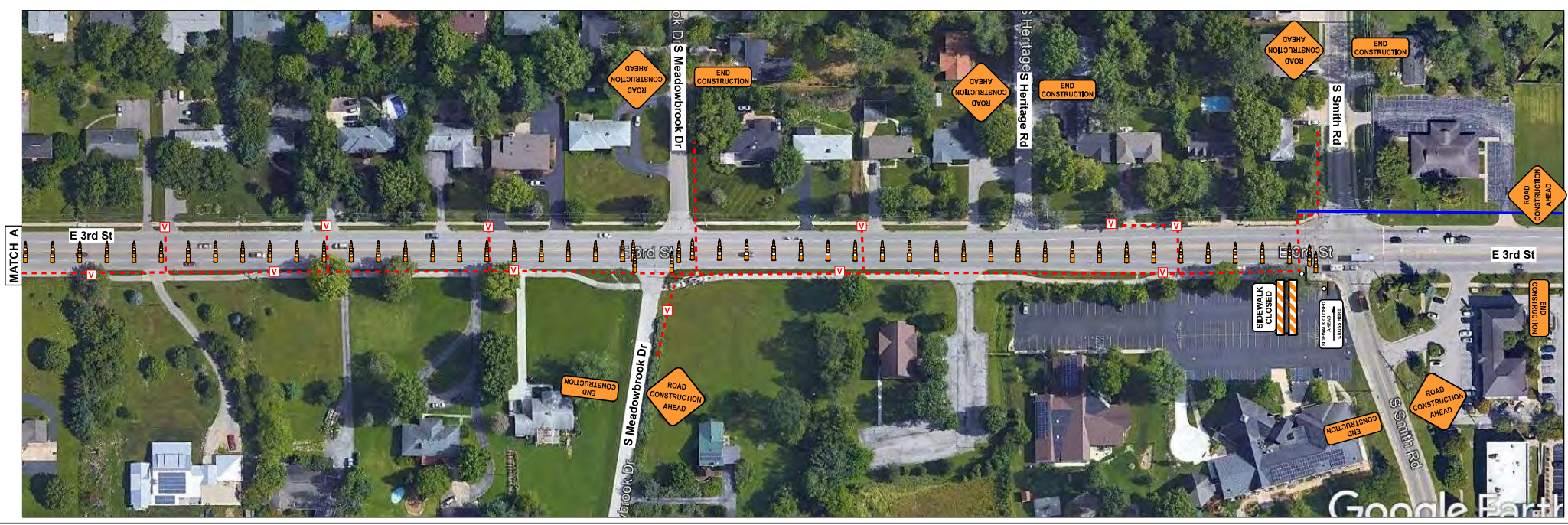
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Company: _____

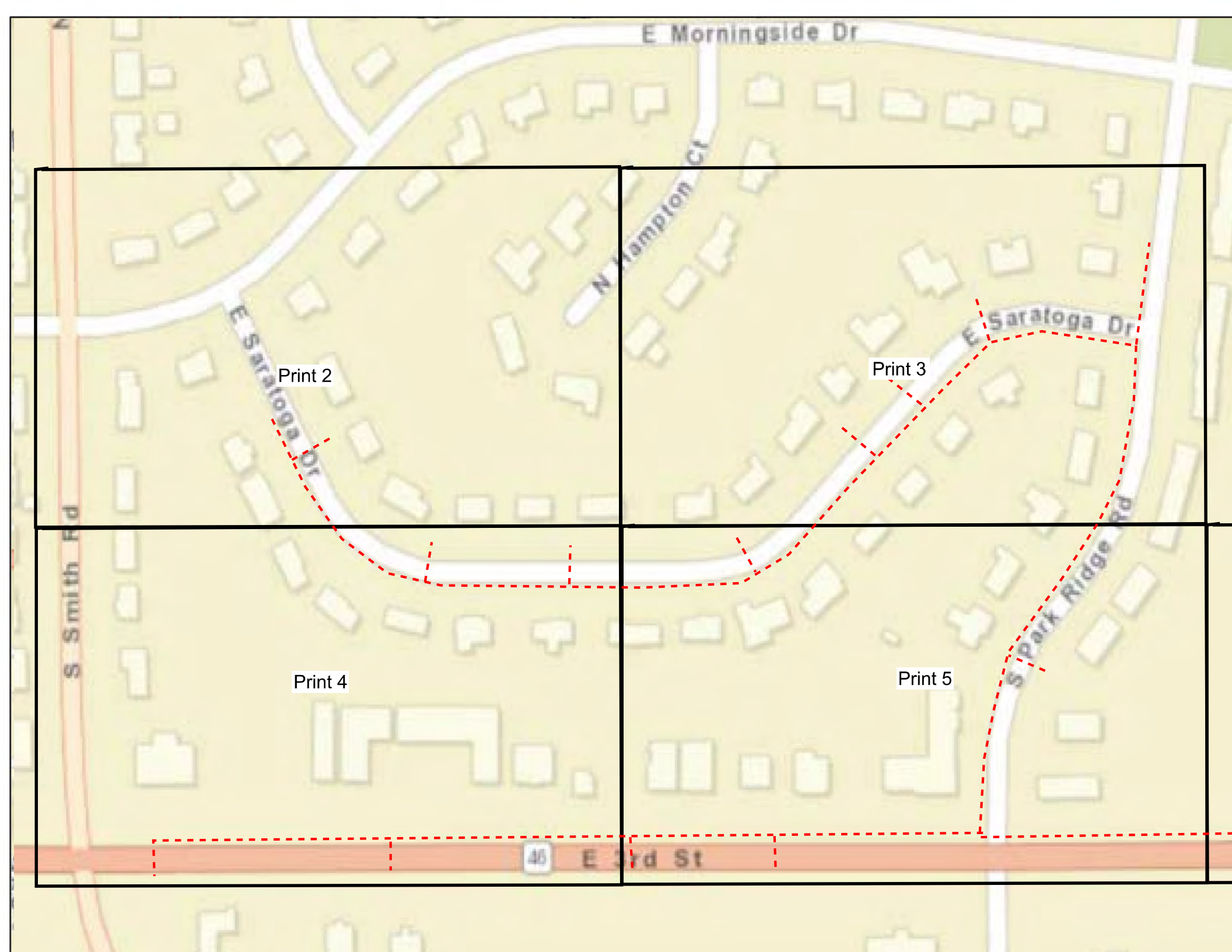
Date: 10/3/2022 Project: BLC01b-F19 - N Glenwood Ave W - TCP :
: **Traffic Control Suggestion For:** AEG :
By: Road Runner Safety Services, Inc. : Nathan

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	Manifest
ADA Barricade	2 x ADA Barricade
Arrow Board	1 x Arrow Board
Channelizer	90 x Channelizer
Conduit	11 x End Construction
Overhead Strand	1 x Lane Ends (R)
Sign	1 x Right Lane Closed Ahead
Vault	11 x Road Construction Ahead
	2 x Sidewalk Closed
	1 x Sidewalk Closed Ahead Cross Here (L)
	1 x Sidewalk Closed Ahead Cross Here (R)





E Morningside Dr

N Hampton Ct

E Saratoga Dr

E Saratoga Dr

S Park Ridge Rd

S Smith Rd

45 E 3rd St

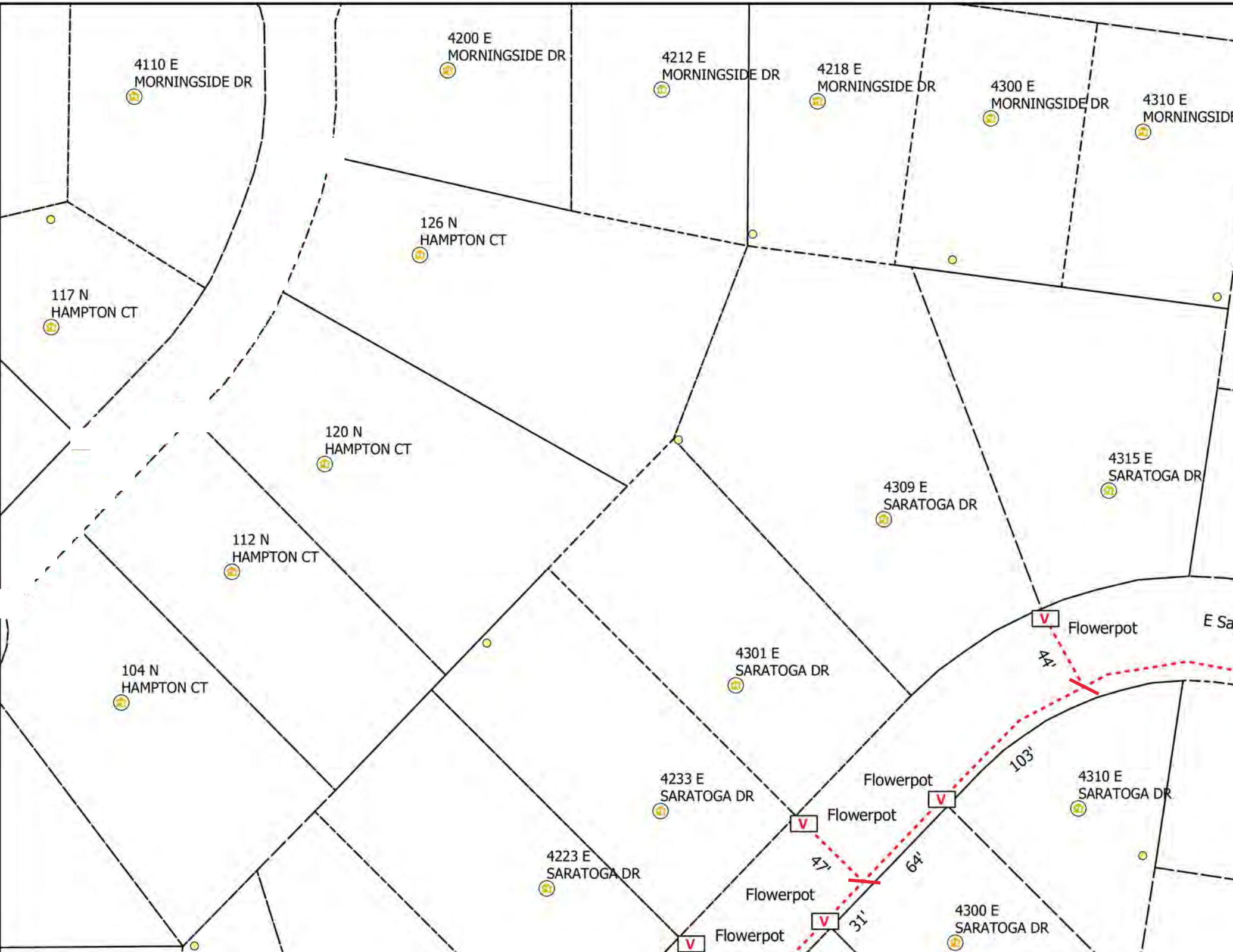
Print 2

Print 3

Print 4

Print 5





4110 E MORNINGSIDE DR

4200 E MORNINGSIDE DR

4212 E MORNINGSIDE DR

4218 E MORNINGSIDE DR

4300 E MORNINGSIDE DR

4310 E MORNINGSIDE DR

117 N HAMPTON CT

126 N HAMPTON CT

120 N HAMPTON CT

112 N HAMPTON CT

104 N HAMPTON CT

4309 E SARATOGA DR

4315 E SARATOGA DR

4301 E SARATOGA DR

4233 E SARATOGA DR

4223 E SARATOGA DR

4310 E SARATOGA DR

4300 E SARATOGA DR

E Sara

Flowerpot

Flowerpot

Flowerpot

Flowerpot

Flowerpot

103'

64'

31'

44'

V

V

V

V

V

V

V

V

V

V

V

V

V

V

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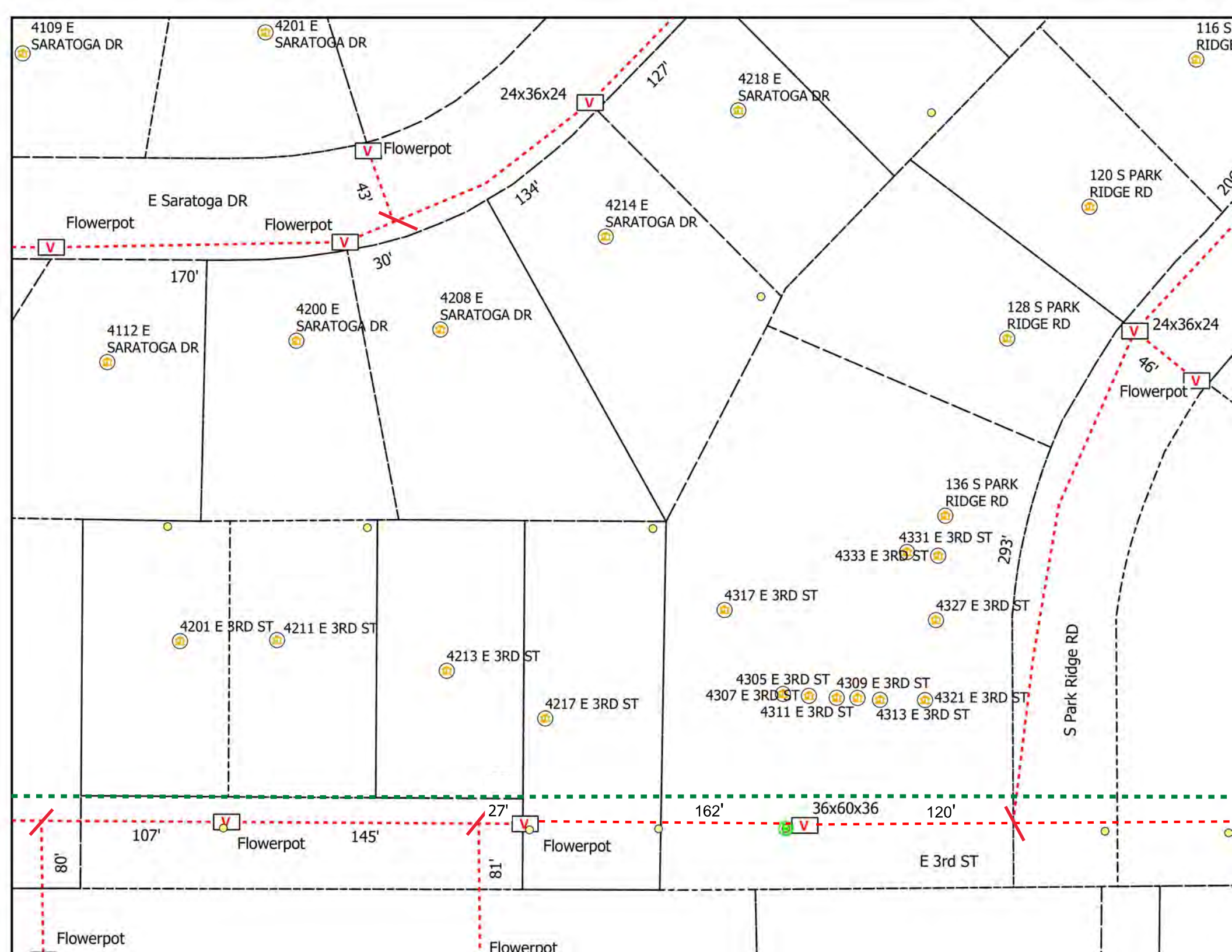
V

V

V

V





4508 E
MORNINGSIDE DR

4517 E
MORNINGSIDE DR

4518 E
MORNINGSIDE DR

Flowerpot

4501 E 3RD ST

4531 E 3RD ST

4503 E 3RD ST

4505 E 3RD ST

24x36x24

E Morningside DR

177'

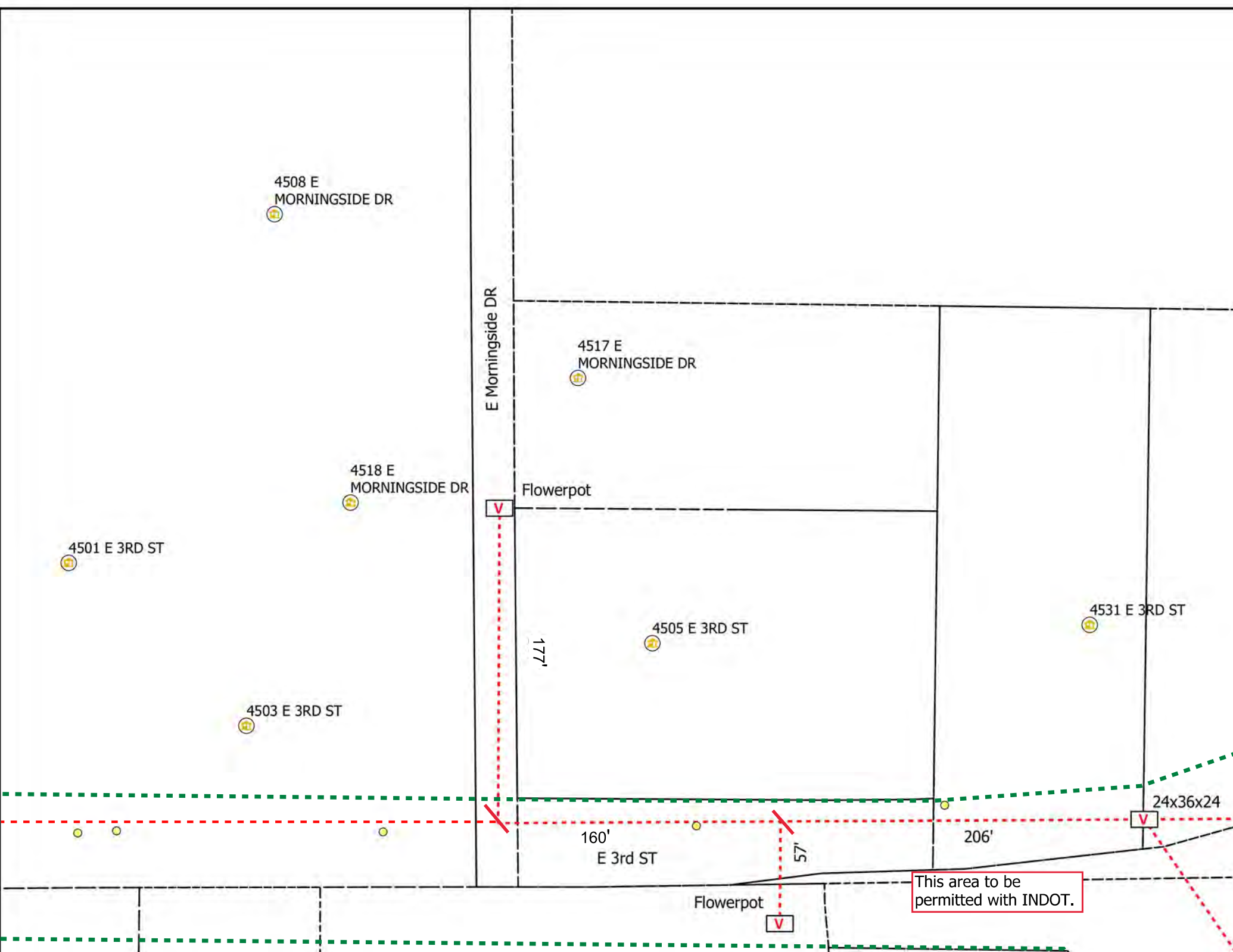
160'
E 3rd ST

57'

206'

Flowerpot

This area to be
permitted with INDOT.



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	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 Urban Low Speed - 100 FT		730	235	840	60	120

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.
BLC01b-F18_S Park Ridge Rd - TCP

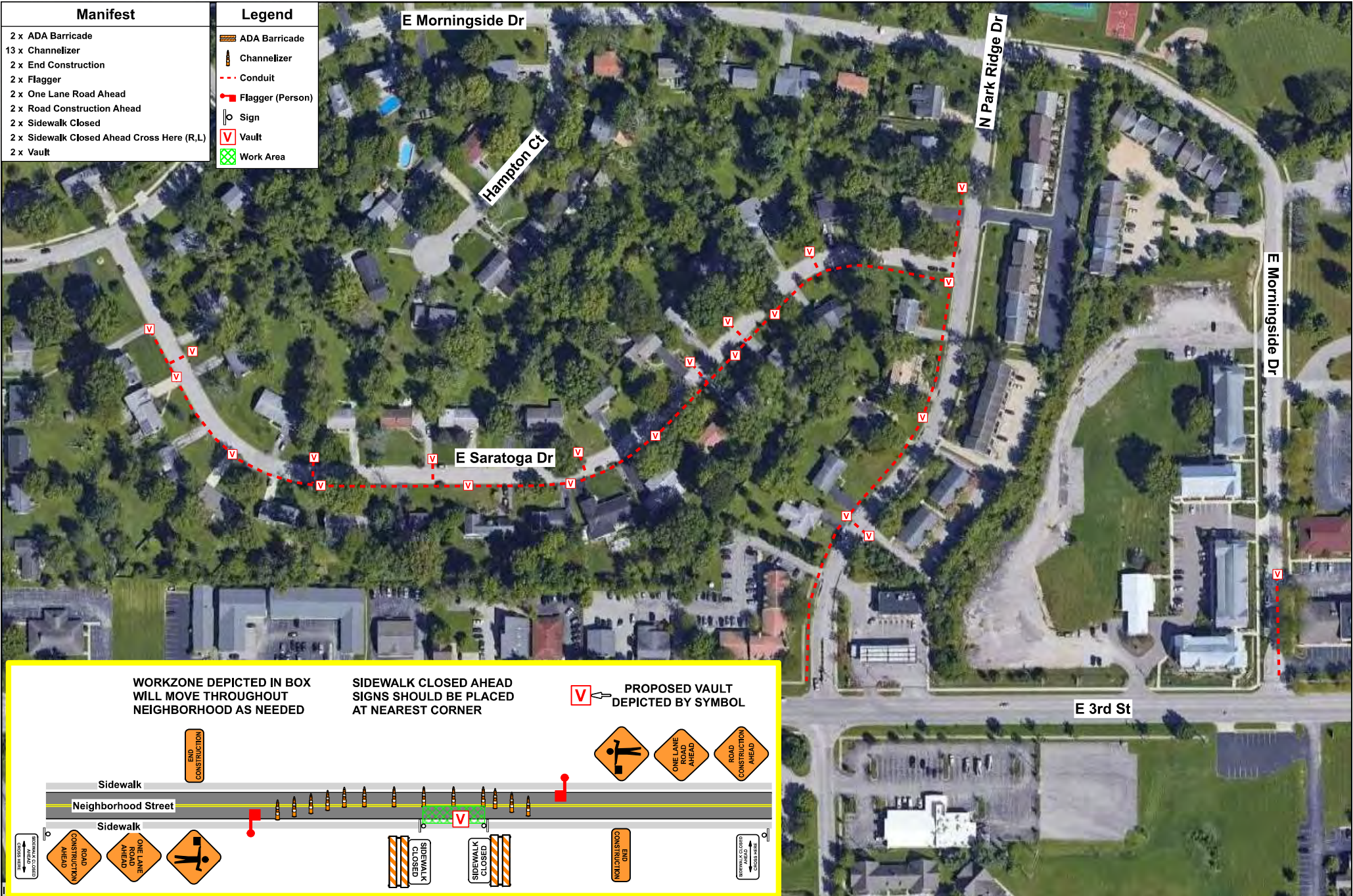
Signature: _____
Company: _____

Date: 10/5/2022 **Project:** BLC01b-F18_S Park Ridge Rd - TCP :
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.

- Manifest**
- 2 x ADA Barricade
 - 13 x Channelizer
 - 2 x End Construction
 - 2 x Flagger
 - 2 x One Lane Road Ahead
 - 2 x Road Construction Ahead
 - 2 x Sidewalk Closed
 - 2 x Sidewalk Closed Ahead Cross Here (R,L)
 - 2 x Vault

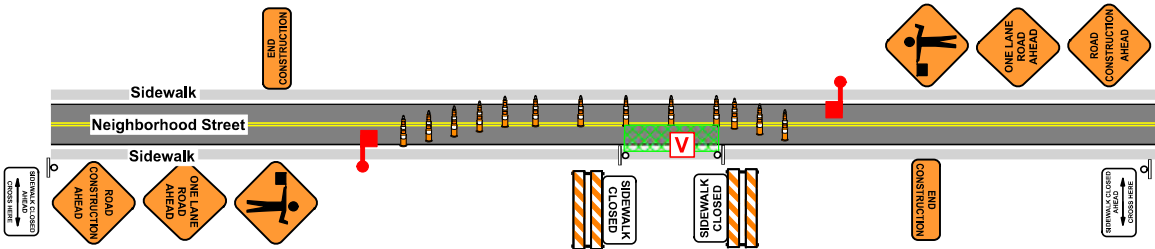
- Legend**
- ADA Barricade
 - Channelizer
 - Conduit
 - Flagger (Person)
 - Sign
 - Vault
 - Work Area



WORKZONE DEPICTED IN BOX WILL MOVE THROUGHOUT NEIGHBORHOOD AS NEEDED

SIDEWALK CLOSED AHEAD SIGNS SHOULD BE PLACED AT NEAREST CORNER

PROPOSED VAULT DEPICTED BY SYMBOL





Board of Public Works Staff Report

Project/Event: Duke Energy Request for Lane and Sidewalk Closures on N College Ave and W Kirkwood Ave

Staff Representative: Dashiell Schonemann-Poppeliers

Petitioner/Representative: Craig Barker

Date: December 17th, 2024

Report: Duke Energy is requesting closures of the northern lane and sidewalk on W Kirkwood Ave and the eastern lane and sidewalk on N College Ave adjacent to the Monroe County Courthouse. The closures are requested to last a total of 5 days and will be used to replace city lighting around the courthouse. The closures are scheduled to begin in early 2025. Duke Energy is working with the Engineering Department to finalize the maintenance of traffic plans for the closure.



December 13, 2024

Via Electronic Delivery

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

RE: Lighting Installation Project at or near *S Andrew Cir (Bloomington Courthouse)*

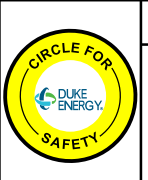
Dear Board Members:

This work is being planned in response to a lighting request that has been made by the City of Bloomington. The scope includes new lighting poles located *near Bloomington Courthouse* which will be connected via *underground* wire which will be installed via *underground connections* to the power source located at *an intersecting hand hole*.

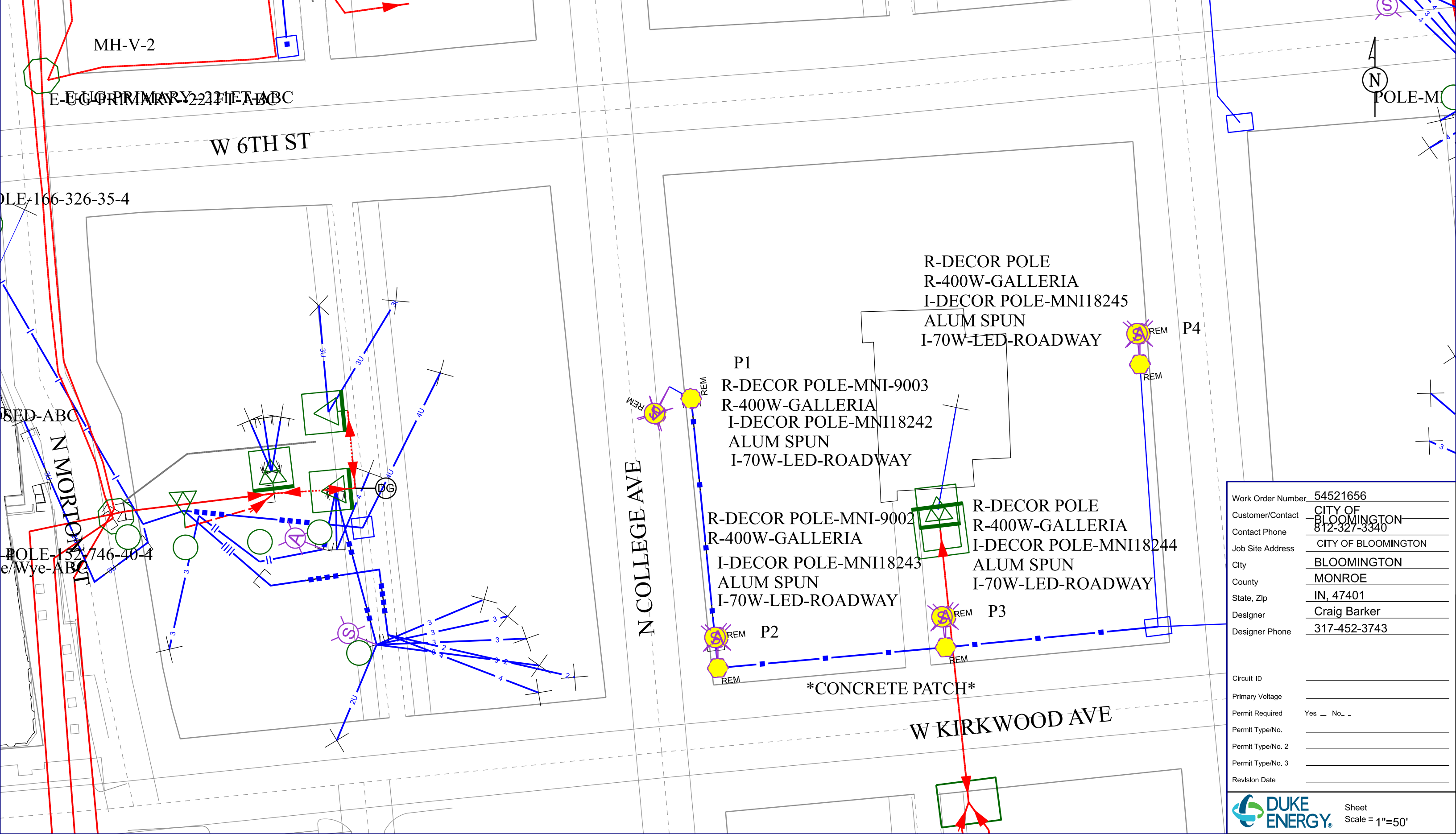
Sidewalk closures *are* anticipated. The maintenance of traffic (MOT) will be addressed per the specific MOT plan that has been submitted along with this permit request.

Regards,

Craig Barker



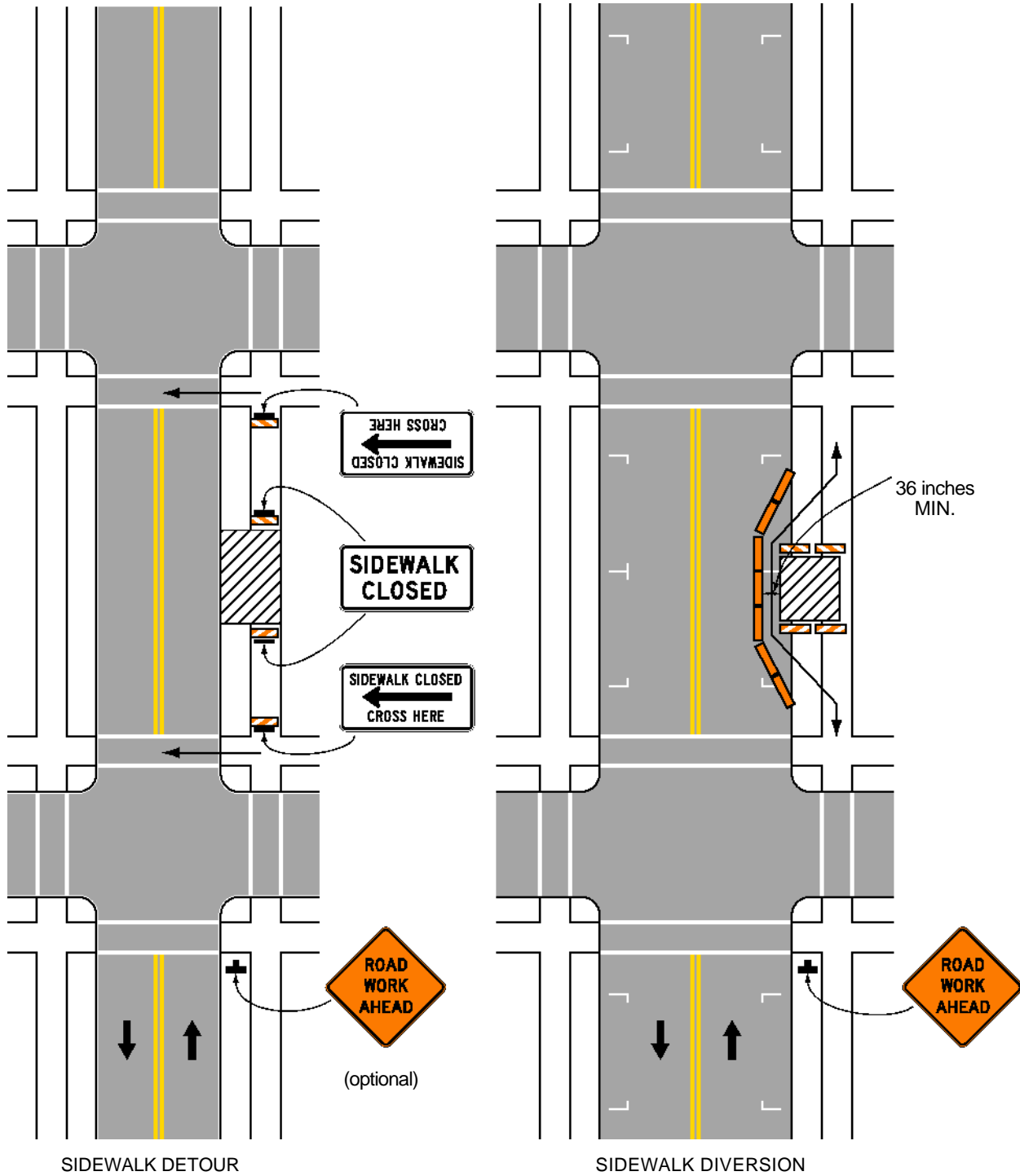
REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Work Order Number	54521656
Customer/Contact	CITY OF BLOOMINGTON
Contact Phone	812-327-3340
Job Site Address	CITY OF BLOOMINGTON
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47401
Designer	Craig Barker
Designer Phone	317-452-3743

Circuit ID	
Primary Voltage	
Permit Required	Yes _ No _
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	

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



Typical Application 28

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



Board of Public Works Staff Report

Project/Event: Weymouth Lane and North Park Ridge Road Lift Stations Improvements

Staff Representative: Dashiell Schonemann-Poppeliers

Petitioner/Representative: Jerin Meredith

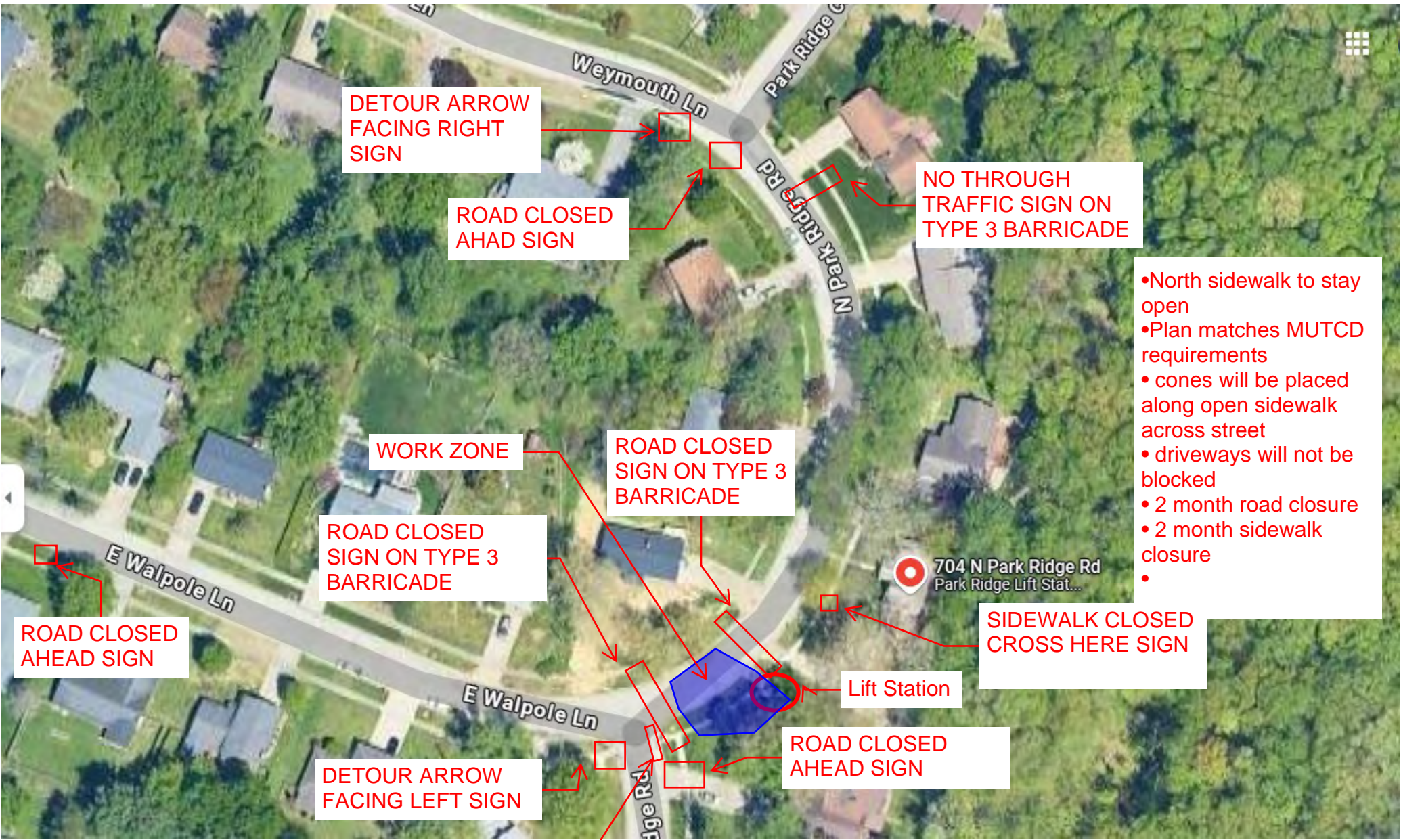
Date: December 17th, 2024

Report: Kokosing Industrial, on behalf of the City of Bloomington Utilities, requests approval for temporary road and sidewalk closures to facilitate lift station upgrades.

Kokosing Industrial has supplied maintenance of traffic plans for all work. They also plan to hold meetings and send notice to property owners about the scope of their work (see packet for details). Coordination is ongoing between emergency services, transit providers, and affected homeowners.

Key details:

- Weymouth Lane closure dates: January 1, 2025, to February 28, 2025.
- North Park Ridge Road closure dates: February 17, 2025, to April 21, 2025.
- Direct communication with affected homeowners, including meetings and door hangers.
- Updates will be provided through the Monroe County Alert System for residents who opt in.
- Homeowners will retain driveway access within the closed sections with close coordination from Kokosing crews.
- Restoration of disturbed areas, including grading, grass seeding, and concrete replacement where necessary, is assured upon project completion.



DETOUR ARROW
FACING RIGHT
SIGN

ROAD CLOSED
AHAD SIGN

NO THROUGH
TRAFFIC SIGN ON
TYPE 3 BARRICADE

WORK ZONE

ROAD CLOSED
SIGN ON TYPE 3
BARRICADE

ROAD CLOSED
SIGN ON TYPE 3
BARRICADE

ROAD CLOSED
AHEAD SIGN

704 N Park Ridge Rd
Park Ridge Lift Stat...

SIDEWALK CLOSED
CROSS HERE SIGN

- North sidewalk to stay open
- Plan matches MUTCD requirements
- cones will be placed along open sidewalk across street
- driveways will not be blocked
- 2 month road closure
- 2 month sidewalk closure
-

E Walpole Ln

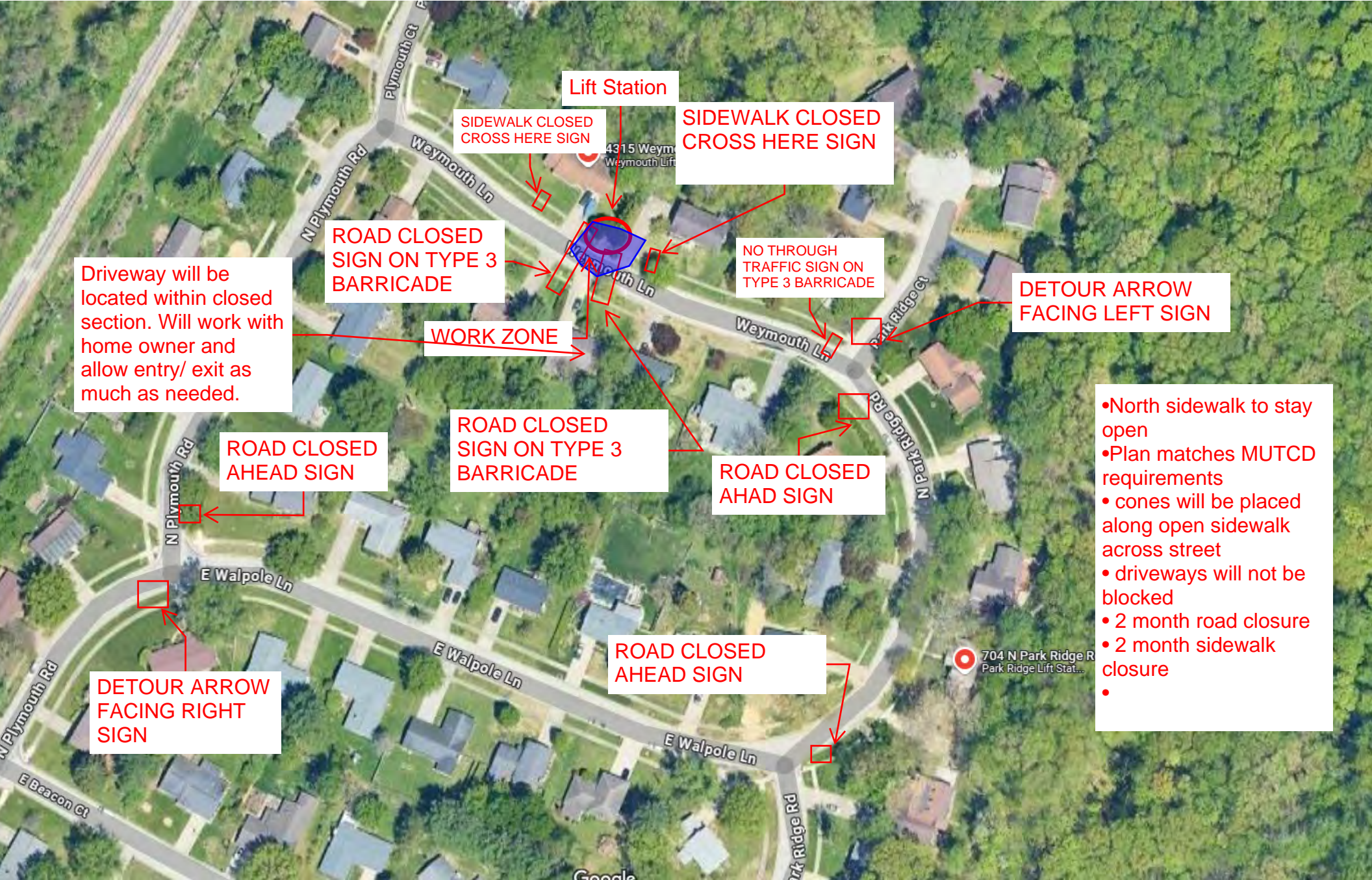
Lift Station

ROAD CLOSED
AHEAD SIGN

DETOUR ARROW
FACING LEFT SIGN

SIDEWALK CLOSED
CROSS HERE SIGN

DETOUR AHEAD
SIGN



Lift Station

SIDEWALK CLOSED
CROSS HERE SIGN

SIDEWALK CLOSED
CROSS HERE SIGN

ROAD CLOSED
SIGN ON TYPE 3
BARRICADE

NO THROUGH
TRAFFIC SIGN ON
TYPE 3 BARRICADE

DETOUR ARROW
FACING LEFT SIGN

Driveway will be
located within closed
section. Will work with
home owner and
allow entry/ exit as
much as needed.

WORK ZONE

ROAD CLOSED
AHEAD SIGN

ROAD CLOSED
SIGN ON TYPE 3
BARRICADE

ROAD CLOSED
AHAD SIGN

- North sidewalk to stay open
- Plan matches MUTCD requirements
- cones will be placed along open sidewalk across street
- driveways will not be blocked
- 2 month road closure
- 2 month sidewalk closure
-

DETOUR ARROW
FACING RIGHT
SIGN

ROAD CLOSED
AHEAD SIGN

704 N Park Ridge R
Park Ridge Lift Stat...



Board of Public Works Staff Report

Project/Event: Morton and Walnut St Garage Waterproofing and Repairs (2025)
Petitioner/Representative: Public Works Parking Services
Staff Representative: Jess Goodman
Date: 12/05/2024

Report: CE Solutions Engineering Consultants has put together an assessment and bid invitation for Morton St. and Walnut St. garages for repairs and waterproofing parking decks. Two vendors attended the mandatory bid invitation meeting. We have received one bid from Browning and Chapman, LLC. These items and cost are:

ITEM NO.	DESCRIPTION	COST
1	Concrete Sealer (Techrete), Exclusive of Alt. 1, Alt. 2 and Alt 3.	\$ 15,000.00
2	Epoxy Injection	\$ 18,500.00
3	Concrete Patching	\$ 3,600.00
4	Elastomeric Coating	\$ 2,000.00
5	Clean and Coating of Reinforcing Steel	\$ 500.00
6	Clean and Painting of Miscellaneous Steel	\$ 13,500.00
7	Urethane Joint Replacement	\$ 1,800.00
8	Barrier Cable Anchorage Repairs	\$ 72,500.00
9	CMU Repair	\$ 2,000.00
10	Alt. 1 Concrete Sealer (Techrete) at Morton St. Garage Level 2 deck only	\$ 50,000.00
11	Alt. 2 Concrete Sealer (Techrete) at Morton St. Garage Level 8 deck only	\$ 62,000.00
12	Alt. 3 Concrete Sealer (Techrete) at Walnut St. Garage Level 6 deck only	\$ 67,000.00
13	Alt. 4 Stair Painting and Repairs at Morton St. Garage	\$ 60,500.00
14	Alt. 5 Stair Painting and Repairs at Walnut St. Garage	\$ 4,000.00
15	General Conditions Mobilization/Demobilization	\$ 24,500.00

Recommendation and Supporting Justification: I recommend Browning Chapman, LLC for the repairs and waterproofing for the Morton St. and Walnut St. garages.

Cost= \$397,400.00

Recommend Approval Denial by:

Jess Goodman



CONTRACT COVER MEMORANDUM

TO: Adam Wason
FROM: Jess Goodman
DATE: 12.16.2024
RE: Morton and Walnut Street Garage Waterproofing and Repairs

Contract Recipient/Vendor Name:	Browning and Chapman, LLC
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Jess Goodman
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-847
Due Date For Signature:	12/17/2024
Expiration Date of Contract:	08.01.2025
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$397,400.00
Funding Source:	101.26.260000.54510 (CRED)
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Jess Goodman
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Jess Goodman
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Jess Goodman

Summary of Contract:

CE Solutions Engineering Consultants has put together an assessment and bid invitation for Morton St. and Walnut St. garages for repairs and waterproofing parking decks. Browning and Chapman submitted a bid in the amount of \$397,400.00.

City of Bloomington Contract and Purchase Justification Form

Vendor: Browning Chapman, LLC

Contract Amount: 397,400.00

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

PURCHASE INFORMATION

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

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

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

	Yes	No	
# of Submittals:			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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Two Vendors attended the mandatory Invitation to bid. LLT, and Browning Chapman. Browning Chapman was the only vendor to submit a bid on December 2nd, 2024
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:

Two Vendors attended the mandatory Invitation to bid. LLT, and Browning Chapman. Browning Chapman was the only vendor to submit a bid on December 2nd, 2024.

Jess Goodman

Parking Garage Manager

PW-Parking Services

Print/Type Name

Print/Type Title

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

BROWNING AND CHAPMAN, LLC

FOR

MORTON ST. AND WALNUT ST. PARKING GARAGE WATERPROOFING AND REPAIRS

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Street Department through the Board of Public Works (hereinafter CITY), and Browning and Chapman, LLC, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the concrete restoration (sealing, crack injection, patching, coating, joint repair, traffic coating replacement, and painting) of the parking garages (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR by August 1, 2025, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

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

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

ARTICLE 3. COMPENSATION

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

3.02 Owner shall pay Contractor the amount of Three Hundred Ninety-Seven Thousand and Four Hundred Dollars (\$397,400.00) for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

3.06 **Engineer** The Engineer of Record shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. When referred to throughout the Contract Documents the term "Engineer" refers to the Engineer of Record or his/her designee.

ARTICLE 4. RETAINAGE

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

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

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

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

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

prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

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

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

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

Premises and operations;

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

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

Broad form property damage – including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Browning and Chapman, LLC
Attn: Jess Goodman	
401 N. Morton St, Suite 120,	2101 Bastian Court
Bloomington, Indiana 47404	Westfield, IN 46074

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees’ Immigration Status

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

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

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

5.19 Drug Testing Plan

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

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

DATE: _____

City of Bloomington

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Elizabeth Karon, Vice President

Printed Name

James Roach, Secretary

Title of Contractor Representative

Margie Rice, Corporation Counsel

ATTACHMENT 'A'

"SCOPE OF WORK"

MORTON ST AND WALNUT ST PARKING GARAGE WATERPROOFING AND REPAIRS

This project shall include, but is not limited to the concrete restoration (sealing, crack injection, patching, barrier cable repairs, and painting) of the parking garages. The work will encompass localized areas within the parking garages. CONTRACTOR shall provide all materials, equipment, and labor to complete the work. Work shall be performed as per specifications referenced in the Project Manual and diagram contained in the bid documents. Walnut Street and Morton Street parking garages will remain open to the public during construction.

ATTACHMENT '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 #: _____

WALNUT STREET AND MORTON STREET
PARKING GARAGES
Structural Condition Assessment Report

City of Bloomington, IN

CES Project ID: 23-100

May 9, 2023



CITY OF
BLOOMINGTON



CE Solutions
structural engineers

PROJECT OVERVIEW

We have completed our structural condition assessments of the Walnut Street and Morton Street parking garages. Our assessment involved a cursory field investigation to evaluate the current condition of both garages. All findings from this assessment are summarized within this report for the purpose of planning and budgeting for future repair and restoration projects in the upcoming years by the City of Bloomington.

Walnut Street Parking Garage

The Walnut Street parking garage is located at the northeast corner of Walnut Street and 7th Street in Bloomington, IN. The garage was built in 2000 and includes an estimated 371 parking stalls across 6 tiers (plus basement). The first level of the garage is partially used for retail space. Vehicular access to the garage is via Walnut Street. The basement and first partial tier parking decks are slab-on-grade with concrete retaining walls. All other tiers above are cast-in-place concrete elements consisting of post-tensioned reinforced concrete elevated decks and beams spanning over conventionally reinforced columns.

The Walnut Street garage was the subject of a prior Structural Condition Assessment performed by CE Solutions in 2017. Subsequent structural repairs were performed in the following projects:

- Morton Street and Walnut Street Parking Garages Top Deck Waterproofing – 2017 (CES Project No. 17-165)
 - Top deck concrete sealer, minor concrete patching, urethane joint replacement
- Walnut Street Parking Garage Southeast Stairwell Replacement – 2019 (CES Project No. 18-197)
 - Southeast stair replacement, rework stair entrance
- Walnut Street Parking Garage Repairs – 2020 (CES Project No. 20-108)
 - Epoxy injection of column cracks
 - Southeast stair bollards
- Walnut Street Parking Garage Repairs – 2022 (CES Project No. 21-196)
 - Level 1-6 repairs and waterproofing
 - Clean and paint steel, clean and coat exposed rebar and embed plates, rout and seal cracks, concrete patching, seal columns, epoxy injection underside of deck, beams, and precast panels, deck patching, PT end re-pack and elastomeric coating, paint west stairwell

A photograph of the garage (taken from the intersection of Walnut and 7th Streets) and a typical plan view of the garage are provided below:



Figure 1: Walnut Street Parking Garage – view from Walnut/7th Street intersection

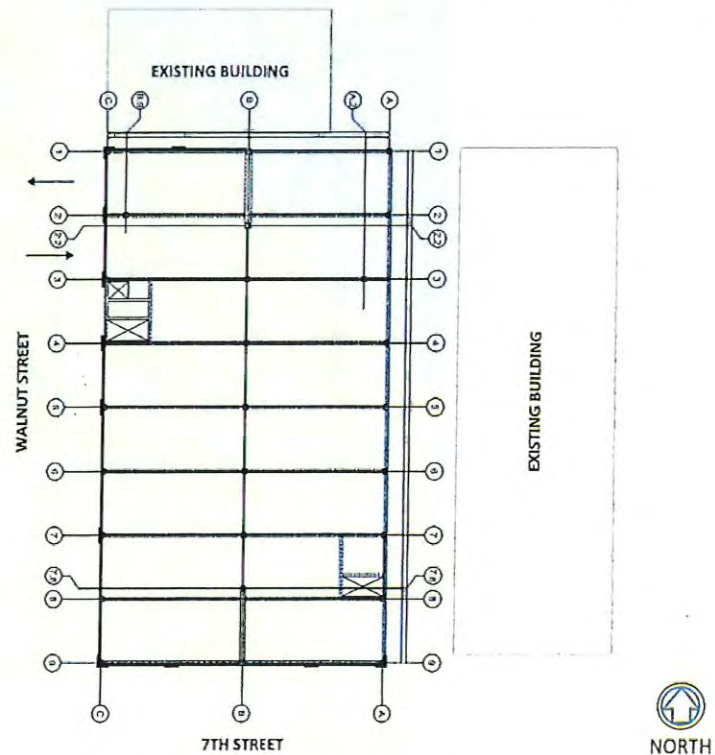


Figure 2: Walnut Street Parking Garage – Typical Plan View

Morton Street Parking Garage

The Morton Street parking garage is located at the southeast corner of Morton Street and 7th Street in Bloomington, IN. The garage was built in 2003 and includes an estimated 568 parking stalls across 8 tiers (plus basement). Vehicular access to the garage is via Morton Street. The basement and first partial tier parking decks are slab-on-grade with concrete retaining walls. All other tiers above are cast-in-place concrete elements consisting of post-tensioned reinforced concrete elevated decks and beams spanning over conventionally reinforced columns.

The Morton Street garage was the subject of a prior Structural Condition Assessment performed by CE Solutions in 2017. Subsequent structural repairs were performed in the following projects:

- Morton Street and Walnut Street Parking Garage Top Deck Waterproofing (CES Project No. 17-165)
 - Top deck concrete sealer, minor patching, urethane joint replacement
- Morton Street Parking Garage Repairs – 2019 (CES Project No. 18-167)
 - Clean and paint steel, clean and coat exposed rebar and embed plates, rout and seal cracks, patching, seal columns, epoxy injection underside of deck, beams, and precast panels, deck patching, PT end re-pack and elastomeric coating
- Morton Street Parking Garage Repairs and Waterproofing – 2021 (CES Project No. 20-109)
 - Stair repairs, exterior repairs

A photograph of the garage (taken from 7th Street) and a typical plan view of the garage are provided below:



Figure 3: Morton Street Parking Garage – view from 7th Street

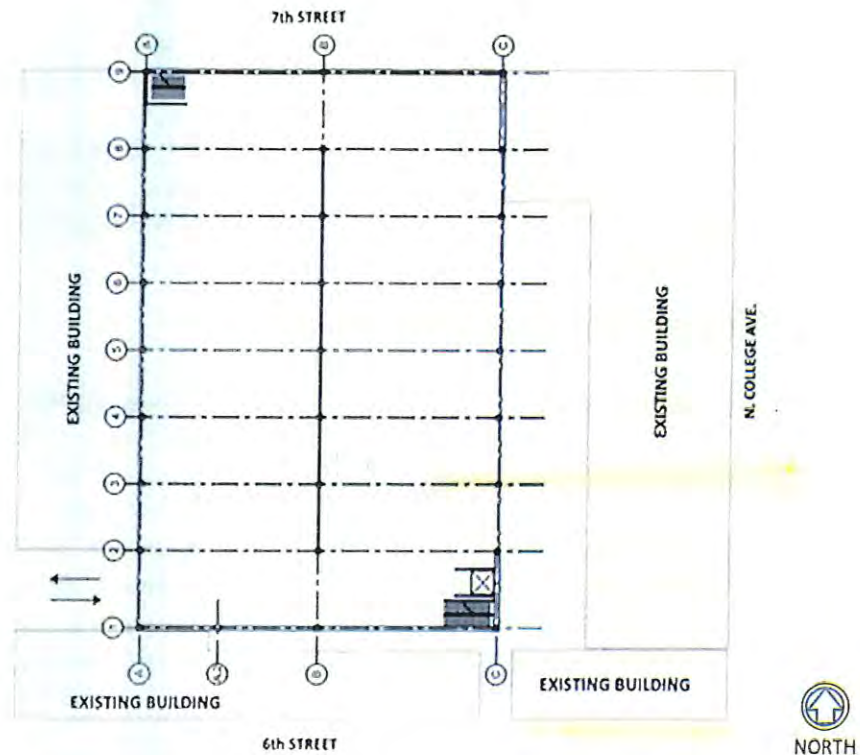


Figure 4: Morton Street Parking Garage – Typical Plan View

APPROACH

Our assessments of the structural deficiencies, distress, and deterioration of the parking garage were identified through visual examination and selective hammer sounding. No destructive investigation, structural instrumentation, monitoring, or testing was performed. Selective photographs taken during the assessment are included in Appendix A and B.

Drawings of the parking garages were provided prior to our assessment. These documents included:

- Walnut Street parking garage original structural drawings as prepared by Fink, Roberts and Petrie, Inc. dated 2000.
- Morton Street parking garage original structural drawings as prepared by Fink, Roberts and Petrie, Inc. dated 2003.
- Repair drawings for Walnut Street parking garage as prepared by CE Solutions, Inc.
 - Morton St and Walnut St PG Top Deck Waterproofing (CES Project No. 17-165)
 - Walnut St PG Southeast Stairwell Replacement – 2019 (CES Project No. 18-197)
 - Walnut St PG Repairs – 2020 (CES Project No. 20-108)
 - Walnut St PG Repairs – 2022 (CES Project No. 21-196)
- Repair drawings for Morton Street parking garage as prepared by CE Solutions, Inc.
 - Morton St and Walnut St PG Top Deck Waterproofing (CES Project No. 17-165)
 - Morton St PG Repairs – 2019 (CES Project No. 18-167)
 - Morton St PG Repairs and Waterproofing – 2021 (CES Project No. 20-109)

Our cursory structural assessment of both parking garages was performed on April 10, 2023 by Carrie L. Walden, PE and Chris R. Miller, PE of our office. Both garages were partially occupied at the time of our assessment, so not all parking stalls were available to be visually assessed.

Our evaluation was limited to the structural elements (beams, columns, walls, slabs, and stair pans) and did not include items such as the elevators located within the stair towers, drainage system, mechanical systems, lighting systems, signage, or other similar items not associated with the structural system.

OBSERVATIONS AND RECOMMENDATIONS

The following is a summary of our findings and recommendations.

Walnut Street Parking Garage \$175,000

During our cursory assessment of the Walnut Street garage, we observed that the garage overall was in generally good condition. However, we did observe several types of deterioration in structural elements. These are summarized below, and representative photographs of each noted deterioration type are provided in Appendix A:

1. Column cracks

A number of concrete columns were observed to have cracks. Some cracks appeared to be extensions of cracks previously epoxy injected in past repair projects, while others appeared to be new cracks. Through selective hammer sounding, we did not observe these cracks to be progressing to causing additional concrete deterioration (e.g. spalling).

RECOMMENDATION: We recommend that any cracks in columns be epoxy injected to prevent further deterioration through water infiltration and to restore structural integrity.

PRIORITY: High

2. Beam cracks

On the 3rd level a beam was observed to have form chairs projecting through the concrete surface. In this same location, a few hairline cracks have also formed. Through selective hammer sounding, we did not observe these cracks to be progressing to causing additional concrete deterioration (e.g. spalling).

RECOMMENDATION: We recommend that any cracks in beams be epoxy injected to prevent further deterioration through water infiltration and restore structural integrity.

PRIORITY: High

3. Wall cracks

Cracks in concrete walls were observed in a few different areas:

a) Exterior walls on the 1st tier had a number of vertical cracks.

RECOMMENDATION: We recommend cracks showing evidence of water seepage / efflorescence be injected with epoxy to prevent further deterioration from water infiltration. Cracks without evidence of water seepage / efflorescence do not require repair.

PRIORITY: Medium

- b) Cracks, some previously repaired, were observed at the southwest corner of the garage on the 6th level. These cracks showed signs of efflorescence indicating some water was migrating through these cracks.

RECOMMENDATION: We recommend these cracks be monitored for signs of continued water seepage / efflorescence. If the crack appears to still be transmitting water, we recommend it be injected with epoxy to prevent further deterioration from water infiltration.

PRIORITY: High

- c) The exterior wall in one area of the 4th tier had cracks on the outside face due to a previous auto impact. These cracks had previously been epoxy injected on the inside face of wall.

RECOMMENDATION: We recommend waterproofing the exterior of the wall in this vicinity with Techcrete (or equivalent) to prevent further deterioration from water infiltration.

PRIORITY: Medium

- d) Basement level walls had a number of vertical cracks. They were generally tight and not demonstrating a significant amount of water infiltration.

RECOMMENDATION: We recommend that these cracks be monitored for water infiltration and movement. Any cracks showing signs of water seepage should be injected with chemical grout to prevent damage from the water infiltration.

PRIORITY: Medium

- e) CMU walls on the first level had a few cracks. These walls are partition walls, thus are not load bearing.

RECOMMENDATION: We recommend these cracks be monitored to see if they continue to propagate and widen in order to determine appropriate repair, if any.

PRIORITY: Low

4. **Parking deck cracks**

Very limited cracking was observed in the concrete parking decks. Several cracks were noted in the slab-on-grade (1st and basement tiers) in several areas.

RECOMMENDATION: Any cracking in elevated parking decks should be evaluated and either epoxy injected or sealed to prevent water infiltration. Any cracking in ground-supported slabs should be monitored and consideration given to sealing these as well. Elevated deck sealer (e.g. TechCrete) will provide extended longevity to the parking decks.

PRIORITY: Elevated decks cracks - High | Elevated cracks sealer - Medium | Slab-on-grade - Low

5. **Beam post-tensioning tendon pocket deterioration**
Some beam P-T tendon pocket infills were starting to show signs of deterioration.

RECOMMENDATION: We recommend that the tendon pockets be re-packed and sealed to

prevent damage to the tendons.

PRIORITY: Medium

~~5.~~ 6. **Concrete spalling**

A few minor concrete spalls were observed.

RECOMMENDATION: We recommend that any spalled concrete be scheduled for repair to prevent additional deterioration of the spalled areas and potential future impact to concrete reinforcing steel in the spalled area.

PRIORITY: Structural elements – High, non-structural elements (e.g. curbs) – Medium

7. **Stair landings / treads**

Several cracks were observed in stair landing and tread concrete.

RECOMMENDATION: We recommend any cracks in stair landing/tread concrete be sealed to prevent water infiltration.

PRIORITY: Medium

8. **Traffic coating wear**

A portion of the 2nd tier of parking deck is covered with a traffic coating. The coating has begun to exhibit excessive wear in some areas, in particular at the turn between deck levels where stress from vehicle turning movements is highest.

RECOMMENDATION: We recommend the traffic coating in these areas be scheduled for replacement to prevent water infiltration into occupied areas below the parking deck.

PRIORITY: High

9. **Steel corrosion**

Corrosion of steel was observed in a number of different structural and non-structural elements. The severity of the corrosion varied significantly.

- a) Wall panel connections to the parking deck, including the connecting element, welds, and fastening nuts/bolts

RECOMMENDATION: We recommend corroded steel be properly prepared and repainted to preserve the structural integrity of and life expectancy of these elements.

PRIORITY: Medium

b) **Stairs**

RECOMMENDATION: We recommend corroded steel be properly prepared and repainted to preserve the structural integrity and life expectancy of these elements. This includes both the stair elements themselves (e.g. risers, stringers) as well as the structural steel comprising the stair tower framing.

PRIORITY: High

- c) Drain pipes and/or sleeves through the parking deck (non-structural)

RECOMMENDATION: We recommend that a plumbing engineer evaluate the condition of all drain pipes and their sleeves/connections to determine what repairs may be warranted.

PRIORITY: Medium

d) Electrical boxes (non-structural)

RECOMMENDATION: We recommend that an electrical engineer evaluate the condition of all electrical boxes to determine what repairs may be warranted.

PRIORITY: High

e) Door frames (non-structural)

RECOMMENDATION: We recommend corroded steel be properly prepared and repainted to preserve the integrity and life expectancy of these elements.

PRIORITY: Medium

f) Façade decorative panels (non-structural)

RECOMMENDATION: We recommend corroded steel be properly prepared and repainted to preserve the integrity and life expectancy of these elements.

PRIORITY: Medium

g) Awning support rods

RECOMMENDATION: We recommend corroded steel be properly prepared and repainted to preserve the integrity and life expectancy of these elements.

PRIORITY: Medium

10. Panel joint sealant

The joint sealant between adjacent wall panels was beginning to show signs of deterioration as the joint sealant is likely nearing the end of its useful life.

RECOMMENDATION: We recommend wall joint sealants be monitored for further deterioration and be scheduled for eventual replacement.

PRIORITY: Low

11. Flashing damage

Metal flashing on the first level joint between interior wall panels has detached and/or been damaged significantly.

RECOMMENDATION: We recommend this condition be further evaluated. If these elements are critical to waterproofing the lower occupied levels, we recommend the flashing be replaced to restore watertightness.

PRIORITY: High (if for occupied space waterproofing)

12. Previous Repairs

The garage has had several previous concrete repairs completed in the past (e.g. crack injection, patching, crack sealing, etc.).

RECOMMENDATION: We recommend all previous repairs be monitored periodically to verify they are maintaining their condition.
PRIORITY: Medium

Morton Street Parking Garage \$100,000

During our cursory assessment of the Morton Street garage, we observed that the garage overall was in generally good condition. However, we did observe a number of types of deterioration in structural elements. These are summarized below and representative photographs of each noted deterioration type are provided in Appendix B:

1. **Column cracks**

A number of concrete columns were observed to have cracks. Some cracks appeared to be extensions of cracks previously epoxy injected in past repair projects, while others appeared to be new cracks. Through selective hammer sounding, in most instances we did not observe these cracks to be progressing to causing additional concrete deterioration (e.g. spalling). However, we did find several locations where the concrete surface was beginning to delaminate from the primary column element. See Concrete Spalling section below for recommendations.

RECOMMENDATION: We recommend that any cracks in columns be epoxy injected to prevent further deterioration through water infiltration and to restore structural capacity.

PRIORITY: High

2. **Wall cracks**

Cracks in concrete walls were observed in a few different areas:

a) Exterior walls had a number of vertical cracks.

RECOMMENDATION: We recommend these cracks be sealed to prevent water infiltration.
PRIORITY: Medium

b) CMU walls on the first level had a few cracks. These walls are partition walls, thus are not load bearing.

RECOMMENDATION: We recommend these cracks be monitored to see if they continue to propagate and widen in order to determine appropriate repair, if any.
PRIORITY: Low

3. **Parking deck cracks**

Very limited cracking was observed in the concrete parking decks. Several cracks in the slab-on-grade (1st and basement tiers) in several areas.

RECOMMENDATION: Any cracking in elevated parking decks should be evaluated and either epoxy injected or sealed to prevent water infiltration. Any cracking in ground-supported slabs should be monitored and consideration given to sealing these as well. Elevated deck sealer (e.g. TechCrete) will provide extended longevity to the parking decks.

PRIORITY: Parking decks cracks - High, Parking decks sealer – Medium, Slab-on-grade - Low

4. Beam post-tensioning tendon pocket deterioration
Some beam P-T tendon pocket infills were starting to show signs of deterioration.

RECOMMENDATION: We recommend that the tendon pockets be re-packed and sealed to prevent damage to the tendons.

PRIORITY: Medium



5. Concrete spalling
A few minor concrete spalls were observed.

RECOMMENDATION: We recommend that any spalled concrete be scheduled for repair to prevent additional deterioration of the spalled areas and potential future impact to concrete reinforcing steel in the spalled area. For columns which are exhibiting delamination but have not yet spalled, we recommend that the extents of the delamination be identified and the debonded concrete be removed and patched.

PRIORITY: Structural elements – High, non-structural elements (e.g. curbs) - Medium

6. Stair landings / treads
Several cracks were observed in stair landing and tread concrete.

RECOMMENDATION: We recommend any cracks in stair landing/tread concrete be sealed to prevent water infiltration.

PRIORITY: Medium

7. Steel corrosion
Corrosion of steel was observed in a number of different structural and non-structural elements. The severity of the corrosion varied significantly.

- a) Vehicular barrier cable connections to exterior columns were observed to be rusting in several locations.

RECOMMENDATION: We recommend corroded steel be properly prepared and repainted to preserve the structural integrity of and life expectancy of these elements.

PRIORITY: Medium

- b) Stairs

RECOMMENDATION: We recommend corroded steel be properly prepared and repainted to preserve the structural integrity and life expectancy of these elements. This includes both the stair elements themselves (e.g. risers, stringers) as well as the structural steel comprising the stair tower framing.

PRIORITY: High

- c) Drain pipes, fire suppression piping, and/or sleeves through the parking deck (non-structural)

RECOMMENDATION: We recommend that a plumbing engineer evaluate the condition of all drain pipes and their sleeves/connections to determine what repairs may be warranted.

PRIORITY: Medium

8. Previous Repairs

The garage has had several previous concrete repairs completed in the past (e.g. crack injection, patching, crack sealing, etc.).

RECOMMENDATION: We recommend all previous repairs be monitored periodically to verify they are maintaining their condition.

PRIORITY: Medium

PRIORITY LEVEL DEFINITION

The repair recommendations provided in the previous section have been assigned priority levels. These priority levels are based upon our professional opinion and are briefly defined and explained in the table below:

PRIORITY LEVEL	DEFINITION	RECOMMENDED TIMEFRAME
HIGH	<ul style="list-style-type: none"> Structural deficiencies within primary structural elements that will adversely impact performance of elements if not addressed Structural or non-structural deficiencies that could pose falling debris hazard 	0-2 Years
MED	<ul style="list-style-type: none"> Early-state structural deficiencies within primary or secondary structural elements that may adversely impact performance of elements if not addressed 	2-3 Years
LOW	<ul style="list-style-type: none"> Needed repairs to waterproofing joints and coatings that directly or indirectly help to protect structural elements from water and deicing salts exposure 	3-5 Years

CLOSING REMARKS

In closing, please note that our structural assessments of the Walnut Street and Morton Street Parking Garages were limited strictly to those items identified in this report and to the extent noted. Should unforeseen deficiencies exist (structural or non-structural), they are beyond the scope of these structural assessments. Should you have any questions or wish to discuss this matter further, please do not hesitate to contact CE Solutions.



Christopher R. Miller, PE
Senior Project Manager

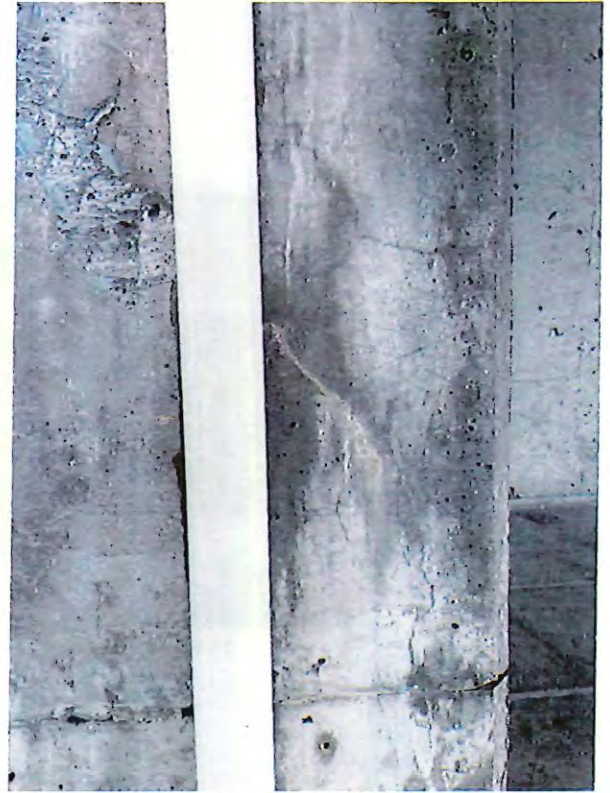


Carrie L. Walden, PE
Vice President

Appendix A – Walnut Street Parking Garage Representative Photos



1 - column cracks.JPG



2 - column cracks.JPG



3 - column cracks.JPG



4 - beam cracks.JPG



5 - tier 1 - exterior wall cracks.JPG



6 - tier 6 exterior wall crack.JPG



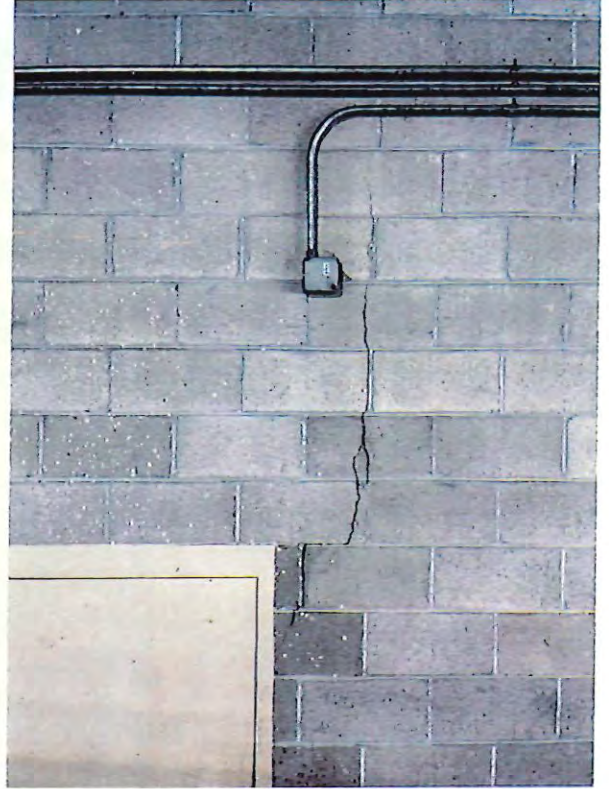
7 - tier 4 - exterior wall crack.JPG



8 - basement level - wall crack.JPG



9 - basement level - wall crack.JPG



10 - CMU wall crack.JPG



11 - elevated parking deck crack.JPG



12 - SOG parking deck cracks.JPG



13 - PT pocket deterioration.JPG



14 - spalled concrete curb.JPG



15 - spalled concrete step.JPG



16 - spalled concrete at embed.JPG



17 - crack in stair tread.JPG



18 - crack in stair landing.JPG



19 - traffic coating wear.JPG



20 - traffic coating wear.JPG



21 - corroded wall panel connection.JPG



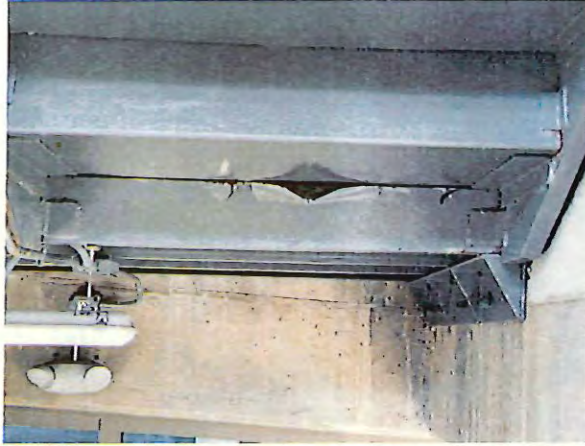
22 - corroded wall panel connection.JPG



23 - corroded wall panel connection.JPG



24 - stair tower steel corrosion.JPG



25 - east stair paint peeling and steel corrosion.JPG



26 - east stair steel corrosion.JPG



27 - west stair steel corrosion.JPG



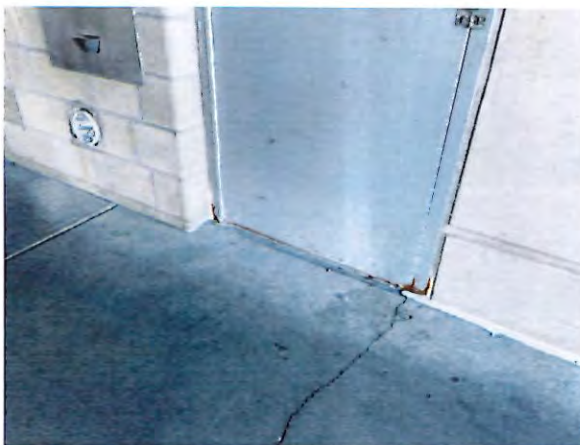
28 - corroded drain pipe sleeve.JPG



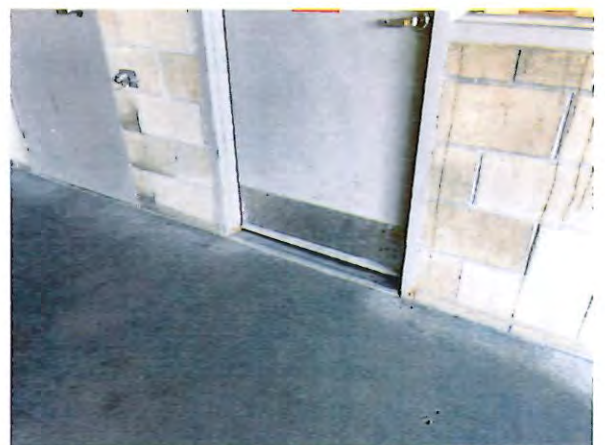
29 - corroded drain pipe and sleeves.JPG



30 - corroded electrical box.JPG



31 - door frame corrosion.JPG



32 - door frame corrosion.JPG



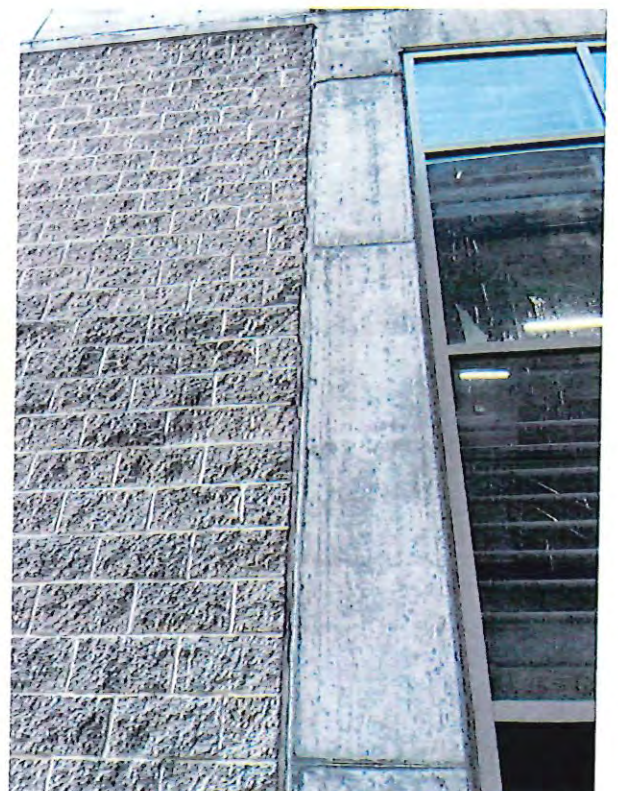
33 - door and frame corrosion.JPG



34 - facade panel corrosion.JPG



35 - awning hangar corrosion.JPG



36 - joint slant deterioration.JPG



37 - flashing damage.JPG

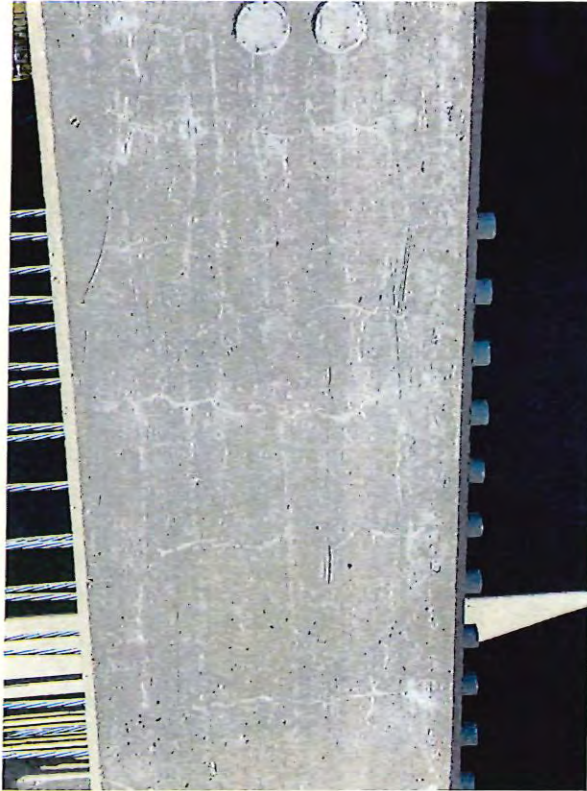


38 - flashing damage.JPG



39 - flashing damage.JPG

Appendix B – Morton Street Parking Garage Representative Photos



1 - column cracks.JPG



2 - column cracks.JPG



3 - column cracks.JPG



4 - column cracks with delamination.JPG



5 - column cracks with delamination.JPG



6 - column cracks with delamination.JPG



7 - exterior wall cracks.JPG



8 - exterior wall cracks.JPG



9 - exterior wall cracks.JPG



10 - CMU wall crack.JPG



11 - CMU wall crack.JPG



12 - delaminated column repair.JPG



13 - SOG spalled concrete.JPG



14 - crack in stair landing.JPG



15 - crack in stair landing.JPG



16 - corroded vehicular barrier cabling connection.JPG



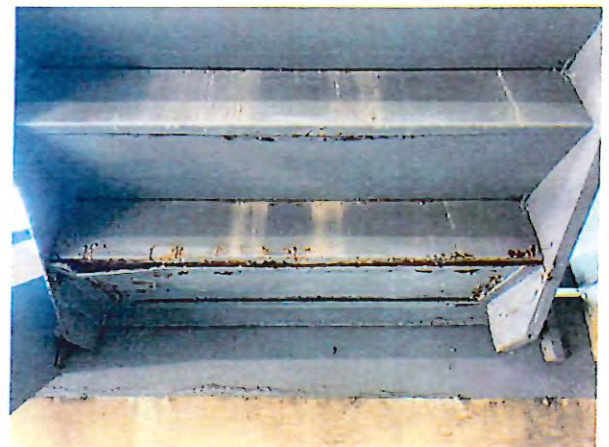
17 - stair steel corrosion.JPG



18 - stair steel corrosion.JPG



19 - stair steel corrosion.JPG



20 - stair steel corrosion.JPG



Board of Public Works Staff Report

Project/Event: 4th Street Parking Garage IT Water Infiltration Repair

Petitioner/Representative: Public Works Parking Services

Staff Representative: Jess Goodman

Date: 10/22/2024

Report: The 4th st garage IT room located on the 2nd floor is exhibiting signs of water infiltration through the door threshold during rain events. The room is constructed of CMU block on three sides and a precast concrete on the fourth side with dry wall finish. The room was observed by CE Solutions structural engineers. They found water stains going up the concrete and a portion of the drywall near the door has mold growing on it.

1. Remove the existing door and threshold and selectively demolish portions of dry wall and insulation with visible mold and water damage. Protect the existing door frame in place.
2. Remove the existing traffic coating from the PT parking deck between the exterior wall of the IT room and the adjacent parking stall.
3. Modify the original door frame to fit the new opening by cutting approximately 1" from the bottom of the frame, verify in field prior to modification. A new door will need to be purchased to fit the new opening.
4. Install SikaQuick EZ Patch to the existing IT room floor creating a 1" elevation difference between the door threshold and the top surface of the exterior parking deck.
5. Install SikaQuick EZ Patch from the door threshold to the adjacent parking stall. Match the new elevation of the IT room floor at the door threshold and taper away from the door.
6. Re-apply traffic coating to exterior PT slab over new SikaQuick EZ Patch.

7. Replace drywall and insulation that was removed due to mold/water damage.
 8. Reinstall door frame, modified door, and new rabbeted threshold with neoprene gasket. Depending on specific threshold utilized, the threshold may need to be installed prior to step 3.
-

Recommendation and Supporting Justification: Cost=

Recommend Approval Denial by: *Jess Goodman*



CONTRACT COVER MEMORANDUM

TO: Adam Wason
FROM: Jess Goodman
DATE: 12.16.2024
RE: 4th St. Garage IT Room Water Infiltration Repairs

Contract Recipient/Vendor Name:	Browning and Chapman, LLC
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Jess Goodman
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-848
Due Date For Signature:	12/17/2024
Expiration Date of Contract:	12.31.2025
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$19,600.00
Funding Source:	101.26.260000.54510 (CRED)
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Jess Goodman
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Jess Goodman
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Jess Goodman

Summary of Contract:

The 4th st garage IT room located on the 2nd floor is exhibiting signs of water infiltration through the door threshold during rain events. The room is constructed of CMU block on three sides and a precast concrete on the fourth side with dry wall finish. The room was observed by CE Solutions structural engineers. They found water stains going up the concrete and a portion of the drywall near the door has mold growing on it.

1. Acquire all materials, equipment, and traffic control devices.
2. Mobilize project.
3. Remove existing traffic coating.
4. Remove damaged dry wall and install new drywall and paint.
5. Prep and install 1" overlay to raise existing floor surface.
6. Modify existing door frame by removing 1" from bottom of frame.
7. Install new traffic coating over new overlay topping.
8. Install new door to fit modified opening, along with hardware and threshold.
9. Cure and haul away all concrete/construction debris.
10. When cure time has been reached, remove traffic control devices, and demobilize

City of Bloomington Contract and Purchase Justification Form

Vendor: Browning Chapman , LLC

Contract Amount: \$19,600.00

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

PURCHASE INFORMATION

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

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

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

of Submittals:

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

I submitted an RFQ to Ann Kriss, Weddle Bros, and Browning Chapman on November 15th. I had no response from AnnKriss and Weddle Bros. Browning Chapman scheduled a walkthrough and submitted their quote in a timely manner.

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

I submitted an RFQ to Ann Kriss, Weddle Bros, and Browning Chapman on November 15th. I had no response from AnnKriss and Weddle Bros. Browning Chapman scheduled a walkthrough and submitted their quote in a timely manner.

Jess Goodman

Parking Garage Manager

PW-Parking Services

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
Browning and Chapman, LLC**

This Agreement, , by and between the City of Bloomington, Department of Public Works, Parking Services Division through the Board of Public Works (the “Department”), and Browning and Chapman, LLC (“Contractor”) is effective upon execution by both parties.

Article 1. Scope of Services After receiving a **Notice to Proceed**, Contractor shall perform repairs to the 4th street garage of the following type: remove existing traffic coating, remove damaged drywall and paint, add one inch overlay, remove one inch from door frame, install new traffic coating, install new door, and remove debris. 4th street Garage repairs were submitted by CE Solutions engineering consultants. These services will be performed at the 4th Street Garage for an amount not to exceed cost of Nineteen thousand six hundred dollars (\$19,600.00). No work shall be performed outside of contract hours. 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, 2025, 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. 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 Nineteen thousand six hundred dollars (\$19,600.00). 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 publicworks@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Contractor shall complete the Services required under this Agreement on or before December 31, 2024. 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) Comprehensive General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000

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

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the

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

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

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

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

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

Contractor: Browning and Chapman, LLC 2101 Bastian Court, Westfield, IN 46074

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.

CITY OF BLOOMINGTON

Browning and Chapman, LLC

Margie Rice, Corporation Counsel

Allen Browning, President

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____.

Browning and Chapman

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 _____, 2024.

Notary Public Printed Name

Notary Public's Signature

My Commission Expires: _____

County of Residence: _____

My Commission #: _____

4th St. Garage Water Infiltration Repair 2025

Contractor Bid List

Contractor	Email	Phone Number
Browning Chapman	ehall@browningchapman.com	317.900.3391
Ann Kriss, LLC	annkrissllc@gmail.com	812.361.7620
Weddle Bros	www.weddlebros.com	812.339.9500

Date of Contact	Date of Walk Through	Bid Amount	Notes
11/15/2024	11/25/2024		
11/15/2024	Never contacted back		
11/15/2024	Never Contacted back		



Jess Goodman <goodmanj@bloomington.in.gov>

4th st. garage repairs

1 message


Jess Goodman <goodmanj@bloomington.in.gov>
To: Dave Padgett <annkrissllc@gmail.com>

Fri, Nov 15, 2024 at 12:39 PM

Dave,
Attached is a RFQ for the 4th st. garage. I will be out next week but can schedule a walk through when I get back on Monday 11/24. If you have any questions please let me know.

Thank you,
Jessica Goodman
City of Bloomington
Parking Garage Manager
812.349.3928
812.837.7837

2 attachments

 **Staff Report_Board of Public Works.docx**
34K

 **RFQ pics_CEolutions.pdf**
5871K



PROPOSAL

December 9, 2024, 2024

Parking Services Division
206 S. Walnut Street
Bloomington, IN 47404

Contact: Jess Goodman

Re: 4th Street PG IT Room Repairs

Description of Work: Raise interior floor 1", modify existing door and replace drywall where mold is evident.

We propose to provide all labor, materials, and equipment to complete the following work items.

1. Acquire all materials, equipment, and traffic control devices.
2. Mobilize project.
3. Remove existing traffic coating.
4. Remove damaged dry wall and install new drywall and paint.
5. Prep and install 1" overlay to raise existing floor surface.
6. Modify existing door frame by removing 1" from bottom of frame.
7. Install new traffic coating over new overlay topping.
8. Install new door to fit modified opening, along with hardware and threshold.
9. Cure and haul away all concrete/construction debris.
10. When cure time has been reached, remove traffic control devices, and demobilize.

Lump sum cost: \$19,600.00

Should you have any questions or need anything clarified, please do not hesitate to contact me.

Thank you for this opportunity,

Respectfully submitted,

Ed Hall
Browning Chapman LLC

INDIANA/CORPORATE
2101 BASTIAN COURT
WESTFIELD, IN 46074
OFFICE: 317.608.2775

FLORIDA
13850 TREELINE AVENUE S SUITE 5
FORT MYERS, FL 33913
OFFICE: 239.674.6584

OHIO
11250 CORNELL PARK DRIVE
SUITE 200
BLUE ASH, OH 45242

TEXAS
4419 WESTGROVE DRIVE
ADDISON, TX 75001
OFFICE: 972.908.0028

BROWNINGCHAPMAN.COM





Jess Goodman <goodmanj@bloomington.in.gov>

4th st. garage repairs

1 message

Jess Goodman <goodmanj@bloomington.in.gov>

Fri, Nov 15, 2024 at 12:42 PM

To: cfo@weddlebros.com

To whom it may concern,
The City of Bloomington is soliciting bids for the 4th St. garage repairs. I have attached the RFQ and picture. I will be out next week but will return on Monday 11/24. If you would like to schedule a walk through please let me know.

Thank you,
Jessica Goodman
City of Bloomington
Parking Garage Manager
812.349.3928
812.837.7837

2 attachments



Staff Report_Board of Public Works.docx

34K



RFQ pics_CEsolutions.pdf

5871K



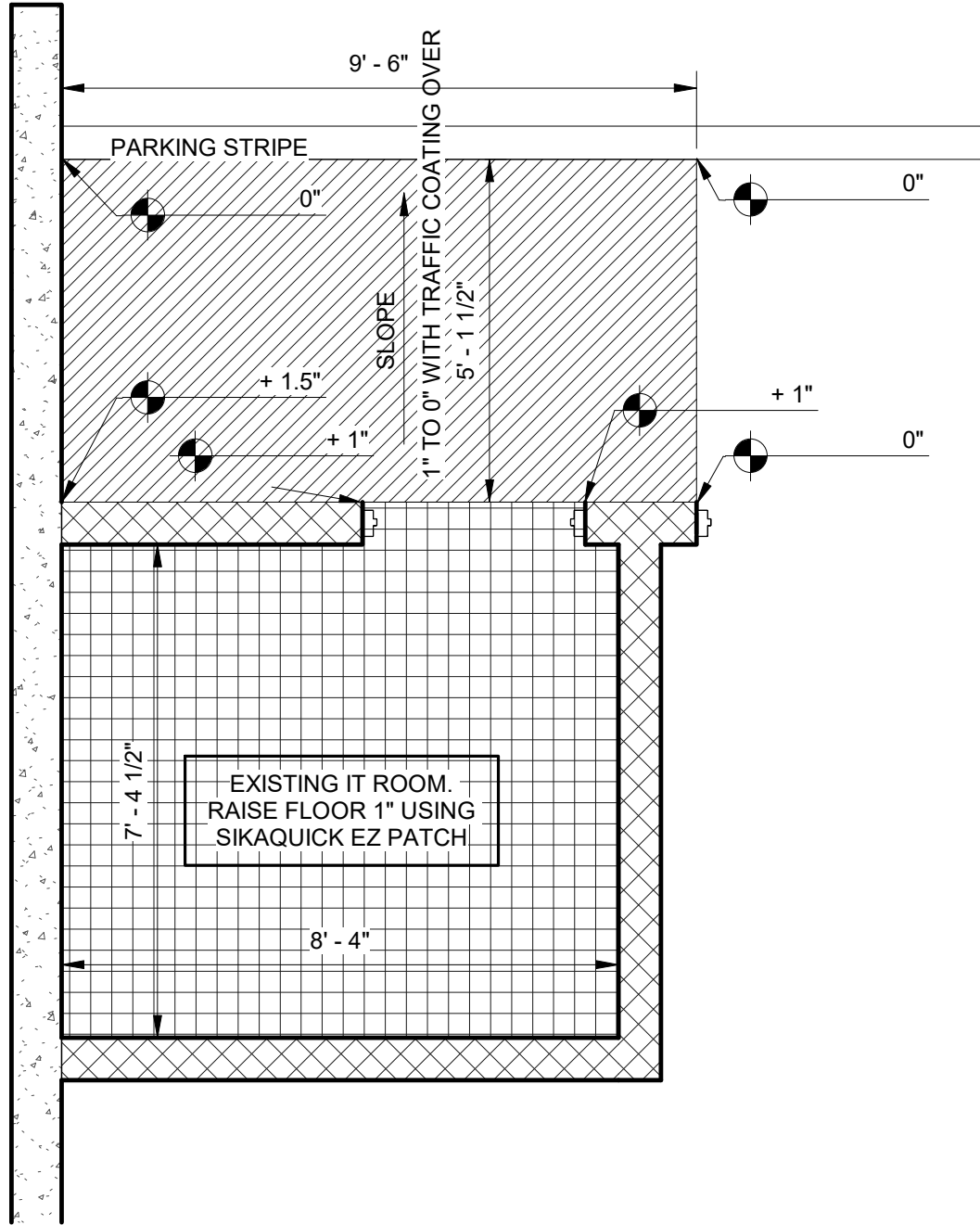
Photo 01: Evidence of water infiltration into IT room and mold on drywall



Photo 02: Debris at IT room door threshold



Photo 03: Exterior view of IT room door



8770 North St., Ste. 100
Fishers, IN 46038

317.818.1912
cesolutionsinc.com

4TH ST. PARKING GARAGE IT ROOM

FLOOR ELEVATION MODIFICATIONS

PROJECT NO.
24-120

DATE
11/07/24

SHEET NO.
S1



Board of Public Works Staff Report

Project/Event: Agreement with Wise Building Solutions
Petitioner/Representative: Public Works/Street Division
Staff Representative: Joe VanDeventer, Director of Street Operations
Meeting Date: December 17, 2024

Report: This contract agreement with Wise Building Solutions with a “not to exceed” amount of \$240,115.00 for the Kirkwood Sidewalk Project. This project consists of removal and replace brick pavers with colored stamped concrete and installation of tree grates along Kirkwood Avenue. Project start date will be after May 15, 2025.

Bids results were as follows:

Wise Building Solutions	\$ 240,115.00
Groomer Construction Inc.	\$ 245,746.60
River Town Constructions, LLC	\$ 369,677.00
E&B Paving, LLC	\$ 386,386.00
Milestone Contractors, LP	\$ 464,935.00



CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: Joe VanDeventer, PW/Street Division
DATE: December 17, 2024
RE: Contract with Wise Building Solutions – Kirkwood Sidewalk Project

Contract Recipient/Vendor Name:	Wise Building Solutions
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Danna Stephens
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-845
Due Date For Signature:	12/17/2024
Expiration Date of Contract:	12/31/2025
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	\$240,115.00
Funding Source:	455-26-260000-54310
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:

Five contractors submitted bids and were opened at the December 2, 2024 work session of the Board of Public Works. The bids were as follows:

- Wise Building Solutions \$ 240,115.00
- Groomer Construction Inc. \$ 245,746.60
- River Town Construction, LLC \$ 369,677.00
- E&B Paving, LLC \$ 386,386.00
- Milestone Contractors, LP \$ 464,935.00

City of Bloomington Contract and Purchase Justification Form

Vendor: Wise Building Solutions

Contract Amount: \$ 240,115.00

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

PURCHASE INFORMATION

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

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

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

	Yes	No					
# of Submittals: 5			Was the lowest cost selected? (If no, please state below why it was not.)				
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<table style="width: 100%; border: none;"> <tr> <td style="width: 15%; text-align: center;">Yes</td> <td style="width: 15%; text-align: center;">No</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Yes	No						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sealed bids were opened at Board of Public Work Session meeting on December 2, 2024.				
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input 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:

Wise Building Solutions was selected as the lowest bidder and full scope of work.

Lisa of bidders were as follows:

- Wise Building Solutions \$ 240,115.00
- Groomer Construction Inc \$ 245,746.60
- River Town Construction, LLC \$ 369,677.00
- E&B Paving, LLC \$ 386,386.00
- Milestone Contractors, LP \$464,935.00

Joe VanDeventer

Director of Street Operations

PW/Street Division

Print/Type Name

Print/Type Title

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

STREET DEPARTMENT

AND

WISE BUILDING SOLUTIONS

FOR

Kirkwood Sidewalk Project

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Street Department through the Board of Public Works (hereinafter CITY), and Wise Building Solutions, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for cost to furnish the removal and replace brick paver sidewalks with color stamped concrete in a brick hearingbone design, and installation of tree grates along Kirkwood 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 three hundred and sixty-five (365) 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 the amount of Two Hundred Forty Thousand and One Hundred Fifteen Dollars (\$240,115.00) 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 Director of Street Operations shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

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

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

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

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

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

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

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

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

Premises and operations;

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

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

Broad form property damage – including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Wise Building Solutions
Attn: Joe VanDeventer	Josh Wise
P.O. Box 100 Suite 130	2110 West 38 th Street
Bloomington, Indiana 47404	Indianapolis, IN 46228

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

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

5.17 **Steel or Foundry Products**

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 **Verification of Employees' Immigration Status**

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

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

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

5.19 Drug Testing Plan

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

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

DATE: _____

City of Bloomington

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Elizabeth Karon, Vice President

Printed Name

James Roach, Secretary

Title of Contractor Representative

Margie Rice, Corporation Counsel

ATTACHMENT 'A'

"SCOPE OF WORK"

KIRKWOOD AVE SIDEWALK PROJECT

This project shall include, but is not limited to

Concrete Brick Work and Sidewalks

- A. All Stamped Concrete Sidewalks and Concrete Sidewalks shall be placed on 4 In. of Compacted Aggregate No. 53's. The cost of Compacted Aggregate shall be included in the cost of the Sidewalk.
- B. All concrete mix designs shall be approved by the Street Department prior to use.
 - 1. Concrete mix shall use E5 Liquid Fly Ash (e5-LFA) Internal Cure.
 - a. The dosage rate shall be a minimum 8 oc/cwt of cementitious.
 - b. No other supplementary cementitious material (SCM) shall be used.
 - c. For formed concrete the water-cementitious ratio shall be 0.42 to 0.48.
 - d. Slump (AASHTO T 119) for formed concrete: minimum 3 in., maximum 7 in.
 - e. A water reducing admixture may be used but is not required for Class A concrete.

Stamped Concrete - Brick Herringbone

Stack pattern along sides with a herringbone pattern in the center.

Stamped Concrete - Integral Color - Increte Systems - Redwood CC630

Color samples and finish are subject to approval by the Street Department.

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 #: _____

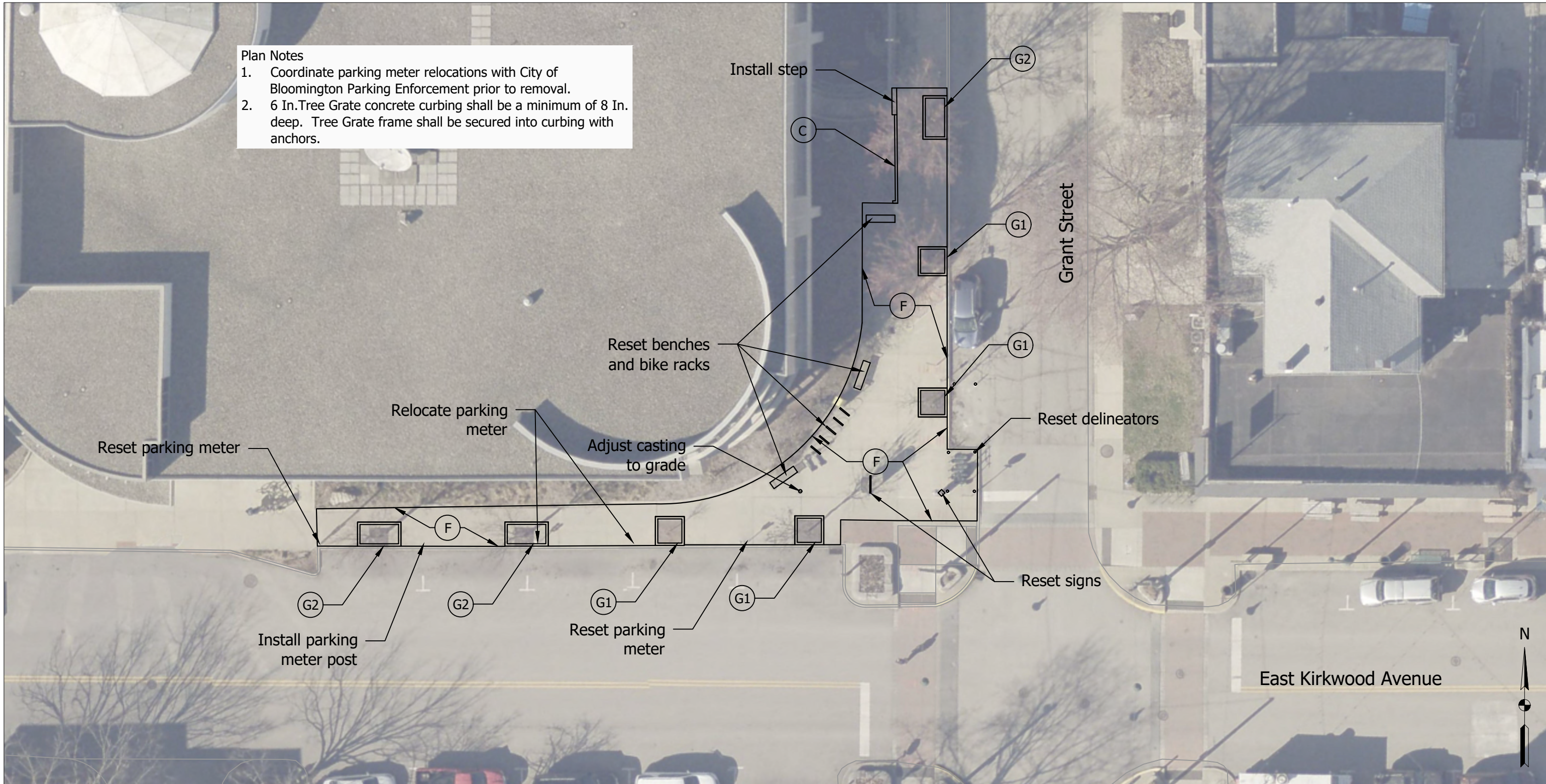
ATTACHMENT 'E'

"Unit Prices"

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	CONSTRUCTION ENGINEERING	1	LS	\$644	\$644
2	MOBILIZATION AND DEMOBILIZATION	1	LS	\$1829	\$1829
3	CLEARING RIGHT OF WAY	1	LS	\$39552	\$39552
4	CONCRETE SIDEWALK, 4 IN. ON 4 IN. COMPACTED AGGREGATE, NO. 53 BASE	281	SYS	\$126	\$35406
5	STAMPED COLORED CONCRETE SIDEWALK, 4 IN. ON 4 IN. COMPACTED AGGREGATE, NO. 53, BASE	502	SYS	\$138	\$69276
6	CONCRETE CURB	19	LFT	\$208	\$3952
7	CONCRETE CURB AND PAVEMENT PATCH	11	LFT	\$280	\$3080
8	CONCRETE STEP	1	LS	\$2241	\$2241
9	TREE GRATE, FRAME AND CURB, 60 IN. BY 60 IN., ADA, IRON, REMOVABLE CENTER EXPANSION RING	10	EACH	\$6278	\$62780
10	TREE GRATE, FRAME AND CURB, 96 IN. BY 48 IN., ADA IRON, 30 IN. OPENING	3	EACH	\$5978	\$17934
11	REPLACE STOP SIGN (R-1) AND POST	1	EACH	\$390	\$390
12	ADJUST CASTING TO GRADE	1	EACH	\$195	\$195
13	MAINTAINING TRAFFIC	1	LS	\$2836	\$2836
	Total				\$240,115

Plan Notes

1. Coordinate parking meter relocations with City of Bloomington Parking Enforcement prior to removal.
2. 6 In. Tree Grate concrete curbing shall be a minimum of 8 In. deep. Tree Grate frame shall be secured into curbing with anchors.



(F) Concrete Sidewalk, 4 In. on 4 In. Compacted Aggregate, No. 53, Base

(C) Concrete Curb

(G1) Tree Grate, Frame and Curb, 60 In. by 60 In., ADA, Iron, Removable Center Expansion Ring

(G2) Tree Grate, Frame and Curb, 96 In. by 48 In., ADA, Iron, 30 In. Opening

ENGINEER _____ DATE _____

DESIGNED: _____ DRAWN: _____

CHECKED: _____ CHECKED: _____



PROJECT NAME:
KIRKWOOD SIDEWALK
PROJECT

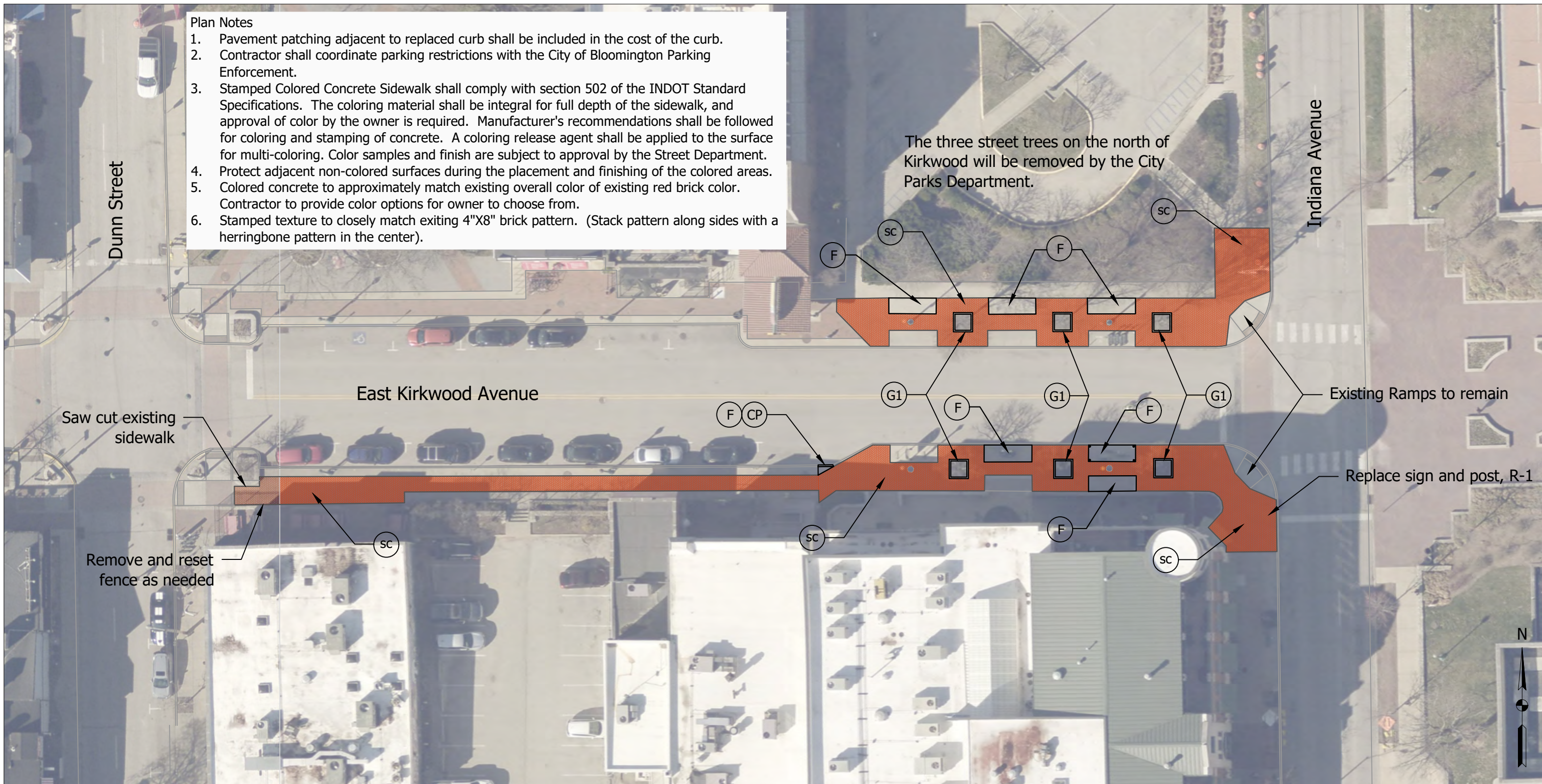
HORIZONTAL SCALE
1" = 20'
VERTICAL SCALE
NA

SHEETS
1 of 2
PROJECT #
N/A

Plan Notes

1. Pavement patching adjacent to replaced curb shall be included in the cost of the curb.
2. Contractor shall coordinate parking restrictions with the City of Bloomington Parking Enforcement.
3. Stamped Colored Concrete Sidewalk shall comply with section 502 of the INDOT Standard Specifications. The coloring material shall be integral for full depth of the sidewalk, and approval of color by the owner is required. Manufacturer's recommendations shall be followed for coloring and stamping of concrete. A coloring release agent shall be applied to the surface for multi-coloring. Color samples and finish are subject to approval by the Street Department.
4. Protect adjacent non-colored surfaces during the placement and finishing of the colored areas.
5. Colored concrete to approximately match existing overall color of existing red brick color. Contractor to provide color options for owner to choose from.
6. Stamped texture to closely match exiting 4"X8" brick pattern. (Stack pattern along sides with a herringbone pattern in the center).

The three street trees on the north of Kirkwood will be removed by the City Parks Department.



- (SC) Stamped Colored Concrete Sidewalk, 4 In. on 4 In. Compacted Aggregate, No. 53, Base
- (F) Concrete Sidewalk, 4 In. on 4 In. Compacted Aggregate, No. 53, Base
- (CP) Concrete Curb and Pavement Patch
- (G1) Tree Grate, Frame and Curb, 60 In. by 60 In., ADA, Iron, Removable Center Expansion Ring

ENGINEER _____		DATE _____	
DESIGNED: _____	DRAWN: _____		
CHECKED: _____	CHECKED: _____		



PROJECT NAME:
KIRKWOOD SIDEWALK PROJECT

HORIZONTAL SCALE		
1" = 30'		
VERTICAL SCALE		
NA		
SHEETS		
2	of	2
PROJECT #		
N/A		





Board of Public Works Staff Report

Project/Event: Fire Stations 2, 4, & 5 Renovations

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 12/3/24

The Fire Department has planned renovations to stations 2, 4, & 5. The improvements to Station 2 include renovating the single gender multi user bathroom in single user gender neutral bathrooms, painting exterior overhead doors, painting exterior metal balcony, painting exterior awnings and bollards, new gutters and downspouts, and new flooring in the computer room. The improvements at station 5 are renovating the single gender multi user bathroom in single user gender neutral bathrooms. The improvements at station 4 are replacing the existing concrete apron and parking area on the east side of the station.

A mandatory pre-bid meeting was held on November 5th. Three contractors submitted bids. These were opened at the November 18th work session of the Board of Public Works. The bids were as follows:

Strauser Construction, Inc.	\$323,800.00
Building Associates, Inc.	\$368,700.00
Ann-Kriss, LLC	\$436,000.00

Staff recommends awarding the contract for this project to Strauser Construction, Inc. for the amount of \$323,800.00.

Respectfully submitted,

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

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



CONTRACT COVER MEMORANDUM

TO: Aleks Pratt
FROM: J. D. Boruff
DATE: 12/3/24
RE: Fire Stations 2, 4, & 5 Renovations

Contract Recipient/Vendor Name:	Strauser Construction Co., Inc.
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	J. D. Boruff
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-834
Due Date For Signature:	12/3/24
Expiration Date of Contract:	5/31/25
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$ 323,800.00
Funding Source:	101-04-040000-54510
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes

Summary of Contract: A mandatory pre-bid meeting was held on November 5th. Three contractors submitted bids. These were opened at the November 18th work session of the Board of Public Works. The bids were as follows:

Strauser Construction, Inc.	\$323,800.00
Building Associates, Inc.	\$368,700.00
Ann-Kriss, LLC	\$436,000.00

City of Bloomington Contract and Purchase Justification Form

Vendor: **Strauser Construction, Inc.**

Contract Amount: **\$323,800.00**

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

PURCHASE INFORMATION

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

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

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

# of Submittals: 3	Yes	No		
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Was the lowest cost selected? (If no, please state below why it was not.)	<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:

A mandatory pre-bid meeting was held on November 5th. Three contractors submitted bids. These were opened at the November 18th work session of the Board of Public Works. The bids were as follows:

Strauser Construction, Inc. \$323,800.00
 Building Associates, Inc. \$368,700.00
 Ann-Kriss, LLC \$436,000.00

J. D. Boruff

 Print/Type Name

Facilities Director

 Print/Type Title

Public Works

 Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

STRAUSER CONSTRUCTION, INC

FOR

RENOVATIONS AT FIRE STATIONS 2, 4, AND 5

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **renovations at CITY's Fire Stations 2, 4 and 5** (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 150 calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

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

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

ARTICLE 3. COMPENSATION

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

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

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Strauser Construction, Inc.
Attn: J. D. Boruff, Facilities Director	Attn: Lennie Strauser
P.O. Box 100 Suite 120	453 South Clarizz Boulevard
Bloomington, Indiana 47404	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 thirty (30) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the thirty (30) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 **Steel or Foundry Products**

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 **Verification of Employees’ Immigration Status**

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

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

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

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

5.19 Drug Testing Plan

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

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

DATE: _____

City of Bloomington

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Elizabeth Karon, Vice President

Printed Name

James Roach, Secretary

Title of Contractor Representative

Kerry Thomson, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

RENOVATIONS OF FIRE STATIONS 2, 4 AND 5

The following Scope of Work will include but is not limited to:

1. The Contractor shall supply all labor, equipment and materials to complete the following according to the plan set drafted by Tabor Bruce Architecture and Design, Labeled "A bathroom/Kitchen Flooring Renovation for: Fire Station #2", dated September 2024, as well as items discussed in the pre-bid meeting that occurred on November 5, 2024, and any addenda issued. Included are exterior painting of metal awnings, deck, door jams, and bollard posts, flooring replacement, new guttering and downspouts, and bathroom renovations to convert multi user bathroom facilities into gender neutral single user bathrooms.
2. The Contractor shall supply all labor, equipment and materials to complete the following according to the plan set drafted by Tabor Bruce Architecture and Design, Labeled "East Side Fire Bay Drive Renovations for: Fire Station #4", dated October 2024, as well as items discussed in the pre-bid meeting that occurred on November 5, 2024, and any addenda issued. Included is the replacement of the concrete drive on the east side of the station, and asphalt overlay of the adjoining parking area, and installation of new sub-grade drainage under the concrete drive.
3. The Contractor shall supply all labor, equipment and materials to complete the following according to the plan set drafted by Tabor Bruce Architecture and Design, Labeled "A Bathroom Renovation for: Fire Station #5", dated September 2024, as well as items discussed in the pre-bid meeting that occurred on November 5, 2024, and any addenda issued. Included bathroom renovations to convert multi user bathroom facilities into gender neutral single user bathrooms.

ATTACHMENT 'C'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

My Commission #: _____

ATTACHMENT 'D'

"Unit Prices"

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Flooring at Station #2	1	1	\$5,015.00	\$5,015.00
2	Interior & Exterior Painting at Station #2	1	1	\$8,400.00	\$8,400.00
3	Bathroom Renovations at Station #2	1	1	\$148,755.00	\$148,755.00
4	Bathroom Renovations at Station #5	1	1	\$79,675.00	\$79,675.00
5	Replacement of concrete apron at Station #4	1	1	\$81,955.00	\$81,955.00
TOTAL \$323,800.00					



Board of Public Works Staff Report

Project/Event: Renovations at City Hall

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: December 17, 2024

Staff has determined that renovations at City Hall are needed to create additional office space in the Legal and HR suites, and to construct a Lactation room in a portion of the employee break room. Construction drawings were prepared by Tabor Bruce Architecture & Design. An Invitation to Bid was issued and advertised twice, as well as being posted on the City's OpenGov procurement site. A pre-bid meeting was held at City Hall on November 12th. Nine contractors attended the pre-bid meeting. Three contractors submitted bids. They are as follows:

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

The bid from Ann-Kriss, LLC was disqualified because the contractor arrived to the pre-bid meeting after the contractual procedures review and the walk-through was complete. City Legal has determined that since the Invitation to Bid states that a contractor must participate in these portions of the pre-bid meeting to be eligible to submit a bid, that Ann-Kriss, LLC was ineligible to submit a bid.

Staff recommends awarding the contract for City Hall Renovations to Weddle Brothers Building Group, LLC for the amount of \$166,000.00.

Respectfully submitted,

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

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



Board of Public Works

Staff Report

Project/Event: Contract Award for City Hall Renovations

Petitioner/Representative: City Legal

Staff Representative: Aleksandrina Pratt

Date: 12/17/2024

Under Indiana law, if the Board awards the contract to a bidder other than the lowest bidder, the Board must state in the minutes or memoranda, at the time the award is made, the factors used to determine which bidder is the lowest responsible and responsive bidder and to justify the award. I.C. 36-1-12-4(9). In determining whether a bidder is responsive, the Board may consider the following factors: 1) whether the bidder has submitted a bid that conforms in all material respects to the specifications; 2) whether the bidder has submitted a bid that complies specifically with the invitation to bid and the instructions to bidders; 3) whether the bidder has complied with all applicable statutes, ordinances, resolutions, or rules pertaining to the award of a public contract. I.C. 36-1-12(10).

Here, in the Invitation to Bidders, the City required attendance at a mandatory pre-bid conference on Monday, November 12th, 2024 at 9:00 am local time. The requirement states: "[t]his meeting is mandatory and bidders shall attend and participate in the conference as a requirement to submit a Bid." A representative from Ann Kriss, LLC, arrived at the meeting 40 minutes late and after the walk-through and review of procedures for submitting a bid and contracting with the City were complete. Ann Kriss, LLC did not comply with the invitation to bid and instruction to bidders, the second factor under the statute. The Board may disqualify Ann Kriss, LLC and award the contract to Weddle Brothers, the lowest responsible and responsive bidder.



CONTRACT COVER MEMORANDUM

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

Contract Recipient/Vendor Name:	Weddle Brothers Building Group, LLC
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	J. D. Boruff
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-833
Due Date For Signature:	12/17/24
Expiration Date of Contract:	120 days after Notice to Proceed
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$ 166,000.00
Funding Source:	Legal: 101-10-100000-53990 HR: 101-12-120000-53990 Lactation room: 176-12-G21005
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes

Summary of Contract: Staff has determined that renovations at City Hall are needed to create additional office space in the Legal and HR suites, and to construct a Lactation room in a portion of the employee break room. Construction drawings were prepared by Tabor Bruce Architecture & Design. An Invitation to Bid was issued and advertised twice, as well as being posted on the City's OpenGov procurement site. A pre-bid meeting was held at City Hall on November 12th. Nine contractors attended the pre-bid meeting. Three contractors submitted bids. They are as follows:

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

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

City of Bloomington Contract and Purchase Justification Form

Vendor: **Weddle Brothers Building Group, LLC**

Contract Amount: **\$166,000.00**

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 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: 3			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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The lowest bid submitted was disqualified by the Legal Dept. due to not attending the entirety of the mandatory pre-bid meeting.
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:

Staff has determined that renovations at City Hall are needed to create additional office space in the Legal and HR suites, and to construct a Lactation room in a portion of the employee break room. Construction drawings were prepared by Tabor Bruce Architecture & Design. An Invitation to Bid was issued and advertised twice, as well as being posted on the City's OpenGov procurement site. A pre-bid meeting was held at City Hall on November 12th. Nine contractors attended the pre-bid meeting. Three contractors submitted bids. They are as follows:

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

The bid from Ann-Kriss, LLC was disqualified because the contractor arrived to the pre-bid meeting after the

J. D. Boruff	Facilities Director	Public Works
Print/Type Name	Print/Type Title	Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

WEDDLE BROTHERS BUILDING GROUP, LLC

FOR

BLOOMINGTON CITY HALL RENOVATIONS

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

WITNESSETH THAT:

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

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

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

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

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

ARTICLE 3. COMPENSATION

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

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

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

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

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

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

5.17 **Steel or Foundry Products**

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 **Verification of Employees’ Immigration Status**

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

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

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

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

5.19 Drug Testing Plan

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

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

DATE: _____

City of Bloomington

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Elizabeth Karon, Vice President

Printed Name

James Roach, Secretary

Title of Contractor Representative

Kerry Thomson, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

BLOOMINGTON CITY HALL RENOVATIONS

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

A general summary of the renovations are:

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

ATTACHMENT 'B'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-Verify AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

My Commission #: _____

ATTACHMENT 'C'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

My Commission #: _____

ATTACHMENT 'D'

"Unit Prices"

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



Board of Public Works Staff Report

Project/Event: Lighting Replacements at City Hall

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: December 17, 2024

The Economic and Sustainable Development Department, along with Public Works Administration has identified funding to replace all lighting at City Hall with high efficiency, multi-spectrum (adjustable color), and dimmable light fixtures and LED retrofits for some existing fluorescent fixtures. We worked in conjunction with Donovan Energy to develop a Scope of Work, Material Specifications, and cost estimates for the project.

An RFP was drafted and advertised twice. A mandatory pre-proposal meeting was held on October 23rd and was attended by five electrical contractors. Three contractors submitted proposals. All contractor's submittals were acceptable and a scoring matrix was use for the proposals. This matrix took into account the completeness of the proposal, experience and qualifications, proper understanding of the scope of work, and budget (total cost). The scores, out of a possible 100 points, were as follows:

Innovasol Energy, LLC	100 points	Budget Price	\$254,000.00
Electric Plus, Inc.	91.25 points	Budget Price	\$297,915.00
Cassady Electric	82.5 points	Budget Price	\$332,900.00

Staff recommends awarding the contract for City Hall Lighting Replacements to Innovasol Energy, LLC for the amount of \$254,000.00.

Respectfully submitted,

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

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



CONTRACT COVER MEMORANDUM

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

Contract Recipient/Vendor Name:	Innovasol Energy, LLC
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	J. D. Boruff
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-839
Due Date For Signature:	12/17/24
Expiration Date of Contract:	3/31/25
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$ 254,000.00
Funding Source:	101-02-020000-54510 (\$56,500.00) 153-04-04000-53960 (\$197,500.00)
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	pending
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	pending
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes

Summary of Contract: An RFP was drafted and advertised twice. A mandatory pre-proposal meeting was held on October 23rd and was attended by five electrical contractors. Three contractors submitted proposals. All contractor’s submittals were acceptable and a scoring matrix was use for the proposals. This matrix took into account the completeness of the proposal, experience and qualifications, proper understanding of the scope of work, and budget (total cost). The scores, out of a possible 100 points, were as follows:

Innovasol Energy, LLC	100 points	Budget Price	\$254,000.00
Electric Plus, Inc.	91.25 points	Budget Price	\$297,915.00
Cassady Electric	82.5 points	Budget Price	\$332,900.00

City of Bloomington Contract and Purchase Justification Form

Vendor: Innovasol, LLC

Contract Amount: \$254,000.00

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

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

# of Submittals: 3	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input 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:

The Economic and Sustainable Development Department, along with Public Works Administration has identified funding to replace all lighting at City Hall with high efficiency, multi-spectrum (adjustable color), and dimmable light fixtures and LED retrofits for some existing fluorescent fixtures. We worked in conjunction with Donovan Energy to develop a Scope of Work, Material Specifications, and cost estimates for the project.

An RFP was drafted and advertised twice. A mandatory pre-proposal meeting was held on October 23rd and was attended by five electrical contractors. Three contractors submitted proposals. All contractor's submittals were acceptable and a scoring matrix was use for the proposals. This matrix took into account the completeness of the proposal, experience and qualifications, proper understanding of the scope of work, and budget (total cost). The scores, out of a possible 100 points, were as follows:

Innovasol Energy, LLC 100 points Budget Price \$254,000.00

J. D. Boruff	Facilities Director	Public Works
Print/Type Name	Print/Type Title	Department

AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
INNOVASOL ENERGY, LLC

This Agreement, entered into on this _____ day of December, 2024, by and between the City of Bloomington Public Works Department through the Department of Public Works (hereinafter referred to as "Department"), and Innovasol Energy, LLC (hereinafter referred to as "Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to retain Contractor's services for Lighting Replacements and Installations to be performed at 401 N. Morton Street (Bloomington Showers City Hall); 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 Facilities and Operation Director.

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 maintenance and janitorial standards that a contractor would exercise under the same or similar circumstance.

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

Article 4. Compensation The total compensation paid under this Agreement, including fees and expenses, shall not exceed the amount of **Two Hundred Fifty Four Thousand Dollars. (\$254,000.00).**

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. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty as set forth in Article 8 herein.

Article 6. Schedule: Contractor shall perform the Services according to the schedule set forth during a meeting between the Department and Contractor after approval of this Agreement. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to the Contractor. The Contractor shall terminate or

suspend performance of the Services on a schedule acceptable to the Department, and the Department shall pay the Contractor for all the Services performed and materials or supplies purchased and/or stocked up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all materials or supplies purchased and/or stocked by Contractor in connection with this Agreement shall become the property of the Department.

Article 8. Identity of Contractor: This section was intentionally left blank.

Article 9. Independent Contractor Status: During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department.

Article 10. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Contractor or Contractor's officers, directors, partners, employees, or subcontractors in the performance of services under this Agreement.

Article 11. Insurance: During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) Comprehensive General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Umbrella/Excess Liability with a required limit of \$1,000,000. In addition, if the Contractor receives payment from the City of Bloomington and/or has access to critical City data, Contractor shall also have the following: a) Cyber Attack and Cyber Extortion: computer attack limit (annual aggregate) of \$1,000,000; sublimit (per occurrence) for cyber extortion of \$100,000; and computer attack and cyber extortion deductible (per occurrence) of \$10,000; b) Network Security Liability: limit (annual aggregate) of \$1,000,000; and deductible (per occurrence) of \$10,000; c) Electronic Media Liability: limit (annual aggregate) of 1,000,000; and deductible (per occurrence) of \$10,000; and d) Fraudulent Impersonator Coverage: limit (annual aggregate) of

\$250,000; and deductible (per occurrence) of \$5,000. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department required proof that the insurance has been procured and is in force and paid for, Department shall have the right at Department's election to forthwith terminate the Agreement.

Article 12. Retainage and Escrow. For contracts in excess of \$100,000 and for which Contractor requesting progressive payments, the retainage amount withheld shall be held by Board of Public Works ("Board") or shall be placed in an escrow account with an escrow agent. Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent. If an escrow agent is used, the escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. If an escrow agent is used, Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

The escrow agent or the Board shall hold the retainage until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent or the Board to pay to the Contractor the retainage, including both specifying the amount of retainage to be released and the person to whom that portion is to be released. After receipt of the notice, the escrow agent or the Board shall remit the

designated funds to the person specified in the notice. If the escrow agent held the retainage, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees. **If the Board held the retainage, no interest will have been earned or will be payable.** However, nothing in this section shall prohibit Owner from requiring the escrow agent or the Board to withhold amounts necessary to complete minor items of the Contract following substantial completion of the Contract.

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 required under this Agreement. The 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; 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 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 Contractor.

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 County Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination: Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in 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. 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 21. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Department:

Contractor:

City of Bloomington Public Works Department
Attn: J. D. Boruff
401 N. Morton Street, Suite 120
Bloomington, Indiana 47404

Innovasol Energy, LLC
Attn: Colton Cooper
5610 Dividend Road
Indianapolis, Indiana 46241

Nothing contained in this Article shall be construed to restrict the transmission of routine

communications between representatives of the Department and the Contractor.

Article 22. Intent to be Bound: The Department and the Contractor each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 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.

Article 24. Verification of New Employee's Employment Status: Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Contractor shall sign an affidavit, attached as Exhibit B, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the Department obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Department shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty {30} day period, the Department shall terminate the Agreement, 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 B is attached hereto and incorporated herein by reference as though fully set forth.

Article 25. 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.

Article 26. 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

City of Bloomington

Department of Public Works

Contractor

Kyla Cox Deckard, Board President

Printed Name

Margie Rice, Corporation Counsel

Printed Name

EXHIBIT "A"

Scope of Services

SHOWERS CITY HALL

Full LED Lighting Replacement with Controls:

The Contractor will provide all labor and materials for this project, which includes the replacement of lighting fixtures and controls for Units A and B on the first and second floors. Specifically, the work will involve:

- Replacing all existing troffer fixtures with Lightcloud Blue control troffer fixtures equipped with microwave sensors
 - [96] Rab Lighting: EZPANFA2X2/D10/LCBS/MVS
 - [267] Rab Lighting: EZPANFA2X4/D10/LCBS/MVS
- Retrofitting all egg crate style suspended light fixtures and hallway cove lighting with Lightcloud Blue control 4ft ballast bypass lamps with microwave sensors
 - [1600] Rab Lighting: T8-17-48P-8TW-SD-BYP/LCBS/MVS
- Replacing all can lights, except those in bathrooms, with Lightcloud Blue control can light fixtures
 - [165] Rab Lighting: WFRL6R139TW120WB-SS-NS/LCB
 - [15] Rab Lighting: WFRL4R99TW120WB-SS-NS/LCB
- Retrofitting bathroom cove lighting with non-controlled LED 4ft lamps and replacing bathroom can lights with new non-controlled LED can light fixtures
 - [56] Rab Lighting: T8-10.5-48G-840-DE-BYP
 - [20] Rab Lighting: T8-12-36G-840-DE-BYP
 - [2] Rab Lighting: WFRL6R139FA120WS
- Relamping all track lighting with LED MR16 bulbs
 - [48] Rab Lighting: MR16-7.5-940-35D-DIM-G2
- Replacing the original wall switches in every room with Lightcloud Blue control fixtures/lamps with Lightcloud blue wall dimmer switches to connect all Lightcloud Blue fixtures/lamps
 - [152] Rab Lighting: XDIM/LCB
- Recycling all old fixtures and lamps.
- Commissioning Lightcloud Blue control system.

EXHIBIT C

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 _____, 2024.

Vendor:

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 _____, 2024.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____
Commission Number: _____

EXHIBIT D

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 _____, 2024.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number



Board of Public Works Staff Report

Project/Event: Service Agreement with SSW Enterprises, LLC dba Office Pride Commercial Cleaning Services for Cleaning Services at Public Works Facilities Through 2025

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 12/17/2024

This contract covers custodial services for all Public Works maintained facilities.

Staff recommends approving the contract with SSW Enterprises, LLC. (dba Office Pride Commercial Cleaning Services) through 2025 for an amount not to exceed \$240,000.00 which is a decrease of \$625.03 from the 2023 contract amount of \$240,625.03.

Respectfully submitted,

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

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



CONTRACT COVER MEMORANDUM

TO: Aleks Pratt

FROM: J.D. Boruff

DATE: 12/17/24

RE: 2025 Contract with SSW Enterprises, LLC DBA Office Pride Commercial Cleaning Services for Cleaning Services at Public Works Facilities Through 2025

Contract Recipient/Vendor Name:	SSW Enterprises, LLC DBA Office Pride Commercial Cleaning Services
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	J.D. Boruff
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleks Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	
Due Date For Signature:	12/17/2024
Expiration Date of Contract:	12/31/2025
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$ 240,000.00
Funding Source:	101-19-190000-53610
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes

Summary of Contract: This contract is for cleaning services at all City facilities maintained by the Public Works Facilities Division.

City of Bloomington Contract and Purchase Justification Form

Vendor: SSW Enterprises, LLC dba
Office Bldg Commercial

Contract Amount: \$240,000.00

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

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

# of Submittals: 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:

This was the only submittal to the RFP. This is our current vendor and they have demonstrated their ability to perform the work at a satisfactory level.

J.D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND SSW ENTERPRISES LLC DBA
OFFICE PRIDE COMMERCIAL CLEANING SERVICES

This Agreement, entered into on this _____ day of December, 2024, by and between the City of Bloomington Public Works Department through the Department of Public Works (hereinafter referred to as "Department"), and SSW Enterprises LLC DBA Office Pride Commercial Cleaning Services (hereinafter referred to as "Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to retain Contractor's services for custodial maintenance and janitorial services to be performed at the following facilities: 401 N. Morton Street (Bloomington Showers City Hall), 800 East Miller Drive (Fleet Maintenance), 3405 Old State Road 37 South (Sanitation Garage), Skywalk Common Areas (walkway connecting 4th Street Garage and Fountain Square Market Area on the City Square), 1980 South Henderson Street (Street Department), and 3410 S. Old State Road 37 South (Animal Shelter); and 206 South Walnut Street (Parking Division), 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 Facilities and Operations Director or their 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 maintenance and janitorial standards that a contractor would exercise under the same or similar circumstance.

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

Article 4. Compensation: Upon submittal of approved claims, the Department shall compensate Contractor as set forth in Exhibit B- Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid under this Agreement, including fees and expenses, shall not exceed the amount of \$240,000.00.

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. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty as set forth in Article 8 herein.

Article 6. Schedule: Contractor shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to the Contractor. The Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department, and the Department shall pay the Contractor for all the Services performed and materials or supplies purchased and/or stocked up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all materials or supplies purchased and/or stocked by Contractor in connection with this Agreement shall become the property of the Department.

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

Article 9. Independent Contractor Status: During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or 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) Comprehensive General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Umbrella/Excess Liability with a required limit of \$1,000,000. In addition, if the Contractor receives payment from the City of Bloomington and/or has access to critical City data, Contractor shall also have the following: a) Cyber Attack and Cyber Extortion: computer attack limit (annual aggregate) of \$1,000,000; sublimit (per occurrence)

for cyber extortion of \$100,000; and computer attack and cyber extortion deductible (per occurrence) of \$10,000; b) Network Security Liability: limit (annual aggregate) of \$1,000,000; and deductible (per occurrence) of \$10,000; c) Electronic Media Liability: limit (annual aggregate) of 1,000,000; and deductible (per occurrence) of \$10,000; and d) Fraudulent Impersonator Coverage: limit (annual aggregate) of \$250,000; and deductible (per occurrence) of \$5,000. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department required proof that the insurance has been procured and is in force and paid for, Department shall have the right at Department's election to forthwith terminate the Agreement.

Article 12. Retainage and Escrow. For contracts in excess of \$100,000 and for which Contractor requesting progressive payments, the retainage amount withheld shall be held by Board of Public Works ("Board") or shall be placed in an escrow account with an escrow agent. Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent. If an escrow agent is used, the escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. If an escrow agent is used, Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

The escrow agent or the Board shall hold the retainage until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent or the Board to pay to the Contractor the retainage, including both specifying the amount of retainage to be released and the person to whom that portion is to be released. After receipt of the notice, the escrow agent or the Board shall remit the designated funds to the person specified in the notice. If the escrow agent held the retainage, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees. **If the Board held the retainage, no interest will have been earned or will be payable.** However, nothing in this section shall prohibit Owner from requiring the escrow agent or the Board to withhold amounts necessary to complete minor items of the Contract following substantial completion of the Contract.

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 required under this Agreement. The 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; 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 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 Contractor.

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 County Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination: Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in 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. When appropriate, the Contractor shall advise the 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 21. 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: J. D. Boruff

401 N. Morton Street, Suite 120

Bloomington, Indiana 47404

Contractor:

SSW Enterprises LLC DBA Office Pride Commercial Cleaning Services

Attn: Caleb Giles

642 N. Madison Street

Bloomington, Indiana 47404

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

Article 22. Intent to be Bound: The Department and the Contractor each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 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.

Article 24. Verification of New Employee's Employment Status: Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Contractor shall sign an affidavit, attached as Exhibit E, 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 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 25. 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 F, affirming that Contractor has not engaged in any collusive conduct. Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

Article 26. 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. For 2025 the living wage is \$16.22 per hour for covered employees, and up to 15% of that amount, or \$2.43, may be in the form of the covered employer's contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit G; 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.

Contractor

SSW Enterprises LLC DBA Office Pride Commercial Cleaning Services

Caleb Giles, Owner

Printed Name

City of Bloomington

Department of Public Works

Kyla Cox-Deckard, Board President

Printed Name

Margie Rice, Corporation Counsel

Printed Name

EXHIBIT A
SCOPE OF SERVICES

Department of Public Works Facilities
Task and Frequency List by Location

City Hall - 401 North Morton Street

Entry/ Lobby Area (Approximately 1,780 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Clean both sides of all glass doors.	Daily
Damp Mop Entire Area.	3 Times per Week
Dust ledges and window sills.	2 Times per Week
Mop All Stains and Spills, Especially Coffee and Drinking Spills.	2 Times per Week
Using a high speed floor machine spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Machine scrub hard surface floor and apply one coat of polish.	3 Times per Year
Strip Hard Surface Floor and Recoat with Three Coats of Floor Polish.	Yearly

Office Areas (Approximately 31,500 Square Feet)

Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Spot clean all walls, light switches and doors.	Daily
Using approved spotter, spot clean carpeted area.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Spot vacuum to remove visible soil.	Daily
Mop All Stains and Spills, Especially Coffee and Drinking Spills.	Daily
Fully vacuum all carpets from wall to wall.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Machine scrub hard surface floor and apply one coat of polish.	3 Times per Year
Hot water extract carpeting using high pressure extraction equipment.	2 times per Year
Strip Hard Surface Floor and Recoat with Three Coats of Floor Polish.	Yearly

Conference Rooms (Approximately 2,100 Square Feet)

Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Spot clean all walls, light switches and doors.	Daily
Using approved spotter, spot clean carpeted area.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Spot vacuum to remove visible soil.	Daily
Dust ledges and window sills.	2 Times per Week
Fully clean all white boards.	Daily
Fully vacuum all carpets from wall to wall.	Weekly

Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Hot water extract carpeting using high pressure extraction equipment.	2 Times per Year

Copy Rooms (Approximately 850 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains and Spills, Especially Coffee and Drinking Spills.	2 Times per Week
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor and Recoat with Three Coats of Floor Polish.	Yearly

Common Areas (Approximately 8,700 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Using approved spotter, spot clean carpeted area.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Spot vacuum to remove visible soil.	Daily
Mop All Stains and Spills, Especially Coffee and Drinking Spills.	Daily
Dust ledges and window sills.	2 Times per Week
Fully vacuum all carpets from wall to wall.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Machine scrub hard surface floor and apply one coat of polish.	3 Times per Year
Hot water extract carpeting using high pressure extraction equipment.	2 Times per Year
Strip Hard Surface Floor and Recoat with Three Coats of Floor Polish.	Yearly

Break Room Areas (Approximately 650 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all sinks and wipe dry.	Daily
Damp clean and sanitize table tops.	Daily
Damp clean interior and exterior of microwave oven.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains and Spills, Especially Coffee and Drinking Spills.	Daily
Clean refrigerator, and empty contents at customer request.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly

Machine scrub hard surface floor and apply one coat of polish.	Yearly
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Strip Hard Surface Floor and Recoat with Three Coats of Floor Polish. Yearly

Stairs and Elevator (Approximately 600 Square Feet)

Spot clean all walls, light switches and doors. Daily
Using approved spotter, spot clean carpeted area. Daily
Completely clean and vacuum carpeted elevator. Daily
Dust Mop and Spot Mop Stairs, Dust Railings, Ledges and Spot Clean. 3 Times per Week
Dust Mop Stairs, Dust Railings, Ledges and Spot Clean. 2 Times per Week
Dust All Low Reach Areas. Weekly
Dust All High Reach Areas. Weekly
Clean and Polish Metal Elevator Threshold Plates. Weekly
Strip Hard Surface Floor and Recoat with Three Coats of Floor Polish. Yearly

Restrooms (Approximately 3,100 Square Feet)

Spot clean all walls, light switches and doors. Daily
Clean and sanitize all restroom fixtures. Daily
Clean mirrors. Daily
Clean and sanitize counter tops. Daily
Refill Paper towel and toilet paper dispensers. Daily
Empty All Trash Receptacles And Replace Liners As Necessary. Daily
Damp Mop Entire Area. Daily
Fully clean all showers. Daily
Wash all restroom partitions on both sides. Weekly
Dust All Low Reach Areas. Weekly
Machine scrub floors using germicidal detergent. Monthly
Dust and clean all return air vents. Monthly

Fleet Maintenance - 800 E. Miller Drive

Office Areas (Approximately 1,350 Square Feet)

Spot clean all walls, light switches and doors. Daily
Dust mop all hard surface floors with treated dust mop. Daily
Empty All Trash Receptacles And Replace Liners As Necessary. Daily
Mop All Stains and Spills, Especially Coffee and Drinking Spills. Daily
Dust All Low Reach Areas. Weekly
Dust All High Reach Areas. Weekly
Damp Mop Entire Area. Weekly

Common Areas (Approximately 100 Square Feet)

Spot clean all walls, light switches and doors. Daily
Dust mop all hard surface floors with treated dust mop. Daily
Mop All Stains and Spills, Especially Coffee and Drinking Spills. Daily
Dust All Low Reach Areas. Weekly
Dust All High Reach Areas. Weekly
Damp Mop Entire Area. Weekly
Using a high speed floor machine spray buff all hard surface areas. Monthly
Machine scrub hard surface floor and apply one coat of polish. Yearly

Strip Hard Surface Floor and Recoat with Three Coats of Floor Polish. Yearly

Restrooms (Approximately 200 Square Feet)

Spot clean all walls, light switches and doors. Daily
Clean and sanitize all restroom fixtures. Daily
Clean Mirrors. Daily
Refill paper towel and toilet paper dispensers. Daily
Empty All Trash Receptacles And Replace Liners As Necessary. Daily
Damp Mop Entire Area. Daily
Dust All Low Reach Areas. Weekly
Dust and clean all return air vents. Monthly

Sanitation - 3406 S. Old SR37 South

Office Area (Approximately 230 Square Feet)

Dust and spot clean all furniture, fixtures, equipment and accessories. Daily
Spot clean all walls, light switches and doors. Daily
Dust mop all hard surface floors with treated dust mop. Daily
Empty All Trash Receptacles And Replace Liners As Necessary. Daily
Mop All Stains and Spills, Especially Coffee and Drinking Spills. Daily
Dust All Low Reach Areas. Weekly
Dust All High Reach Areas. Weekly
Damp Mop Entire Area. Weekly
Using a high speed floor machine spray buff all hard surface areas. Monthly
Machine scrub hard surface floor and apply one coat of polish. Yearly
Machine scrub hard surface floor and apply one coat of polish. Yearly

Common Area (Approximately 250 Square Feet)

Spot clean all walls, light switches and doors. Daily
Dust mop all hard surface floors with treated dust mop. Daily
Mop All Stains and Spills, Especially Coffee and Drinking Spills. Daily
Dust All Low Reach Areas. Weekly
Dust All High Reach Areas. Weekly
Damp Mop Entire Area. Weekly
Using a high speed floor machine spray buff all hard surface areas. Monthly
Machine scrub hard surface floor and apply one coat of polish. Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish. Yearly

Break Room (Approximately 350 Square Feet)

Spot clean all walls, light switches and doors. Daily
Clean and sanitize all sinks and wipe dry. Daily
Damp clean and sanitize table tops. Daily
Damp clean interior and exterior of microwave oven. Daily
Dust mop all hard surface floors with treated dust mop. Daily

Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Damp Mop Entire Area.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor and Recoat with Three Coats of Floor Polish.	Yearly

Restrooms (Approximately 280 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all restroom fixtures.	Daily
Clean mirrors.	Daily
Clean and sanitize counter tops.	Daily
Damp Mop Entire Area.	Daily
Refill paper towel and toilet paper dispensers.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Wash all restroom partitions on both sides.	Daily
Fully Clean All Showers.	Daily
Dust All Low Reach Areas.	Weekly
Dust and clean all return air vents.	Monthly

Street Department - 1981 South Henderson Street

Office Areas (Approximately 730 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains and Spills, Especially Coffee and Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Strip Hard Surface Floor and Recoat with Three Coats of Floor Polish.	2 Times per Year
Machine scrub hard surface floor and apply one coat of polish.	Yearly

Common Area (Approximately 750 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Mop All Stains and Spills, Especially Coffee and Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor and Recoat with Three Coats of Floor Polish.	Yearly

Break Room (Approximately 65 Square Feet)

Spot clean all walls, light switches and doors.	Daily
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Clean and sanitize all sinks and wipe dry.	Daily
Damp clean and sanitize table tops.	Daily
Damp clean interior and exterior of microwave oven.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains and Spills, Especially Coffee and Drinking Spills.	Daily
Mop All Stains and Spills, Especially Coffee and Drinking Spills.	Weekly
Clean refrigerator, and empty contents at customer request.	Monthly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor and Recoat with Three Coats of Floor Polish.	Yearly

Restrooms (Approximately 600 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all restroom fixtures.	Daily
Clean mirrors.	Daily
Clean and sanitize counter tops.	Daily
Damp Mop Entire Area.	Daily
Refill paper towel and toilet paper dispensers.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Wash all restroom partitions on both sides.	Daily
Fully Clean All Showers.	Daily
Dust All Low Reach Areas.	Weekly
Dust and clean all return air vents.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor and Recoat with Three Coats of Floor Polish.	Yearly

Skywalk at 4th Street Parking Garage (over 4th Street)

Skywalk (Approximately 1,800 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Damp Mop Entire Area.	Daily
Dust All Low Reach Areas.	Weekly
All High Reach Areas.	Weekly

Animal Care and Control - 3410 Old SR37 South

Entry/ Lobby Area (Approximately 2,300 Square Feet)

Spot clean all walls, light switches and doors.	3 Times per Week
Dust mop all hard surface floors with treated dust mop.	3 Times per Week
Clean both sides of all glass doors.	3 Times per Week
Damp Mop Entire Area.	3 Times per Week
Dust ledges and window sills.	3 Times per Week
Mop All Stains and Spills, Especially Coffee and Drinking Spills.	3 Times per Week
Using a high speed floor machine spray buff all hard surface areas.	Weekly

Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Machine scrub hard surface floor and apply one coat of polish.	3 Times per Year
Strip Hard Surface Floor and Recoat with Three Coats of Floor Polish.	Yearly

Public Restrooms (Approximately 150 Square Feet)

Spot clean all walls, light switches and doors.	3 Times per Week
Clean and sanitize all restroom fixtures.	3 Times per Week
Clean mirrors.	3 Times per Week
Clean and sanitize counter tops.	3 Times per Week
Damp Mop Entire Area.	3 Times per Week
Refill paper towel and toilet paper dispensers.	3 Times per Week
Empty All Trash Receptacles And Replace Liners As Necessary.	3 Times per Week
Wash all restroom partitions on both sides.	3 Times per Week
Dust All Low Reach Areas.	Weekly
Dust and clean all return air vents.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor and Recoat with Three Coats of Floor Polish.	Yearly

Break Room (Approximately 690 Square Feet)

Spot clean all walls, light switches and doors.	Weekly
Clean and sanitize all sinks and wipe dry.	Weekly
Damp clean and sanitize table tops.	Weekly
Damp clean interior and exterior of microwave oven.	Weekly
Dust mop all hard surface floors with treated dust mop.	Weekly
Empty All Trash Receptacles And Replace Liners As Necessary.	Weekly
Mop All Stains and Spills, Especially Coffee and Drinking Spills.	Weekly
Clean refrigerator, and empty contents at customer request.	Monthly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor and Recoat with Three Coats of Floor Polish.	Yearly

Meeting Room (Approximately 910 Square Feet)

Dust and spot clean all furniture, fixtures, equipment and accessories.	Weekly
Spot clean all walls, light switches and doors.	Weekly
Empty All Trash Receptacles And Replace Liners As Necessary.	Weekly
Damp Mop Entire Area.	Weekly
Dust ledges and window sills.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor and Recoat with Three Coats of Floor Polish.	Yearly

Parking Services – 206 South Walnut Street

Common Areas and Public Areas (Approximately 605 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily

Mop All Stains and Spills, Especially Coffee and Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor and Recoat with Three Coats of Floor Polish.	Yearly

Offices and front desk workstations (Approximately 600 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains and Spills, Especially Coffee and Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor and Recoat with Three Coats of Floor Polish.	Yearly

Enforcement Officers Ready Room (Approximately 530 Square Feet)

Spot clean all walls, light switches and doors.	Weekly
Clean and sanitize all sinks and wipe dry.	Weekly
Damp clean and sanitize table tops.	Weekly
Damp clean interior and exterior of microwave oven.	Weekly
Dust mop all hard surface floors with treated dust mop.	Weekly
Empty All Trash Receptacles And Replace Liners As Necessary.	Weekly
Mop All Stains and Spills, Especially Coffee and Drinking Spills.	Weekly

Break Room (Approximately 150 Square Feet)

Spot clean all walls, light switches and doors.	Weekly
Clean and sanitize all sinks and wipe dry.	Weekly
Damp clean and sanitize table tops.	Weekly
Damp clean interior and exterior of microwave oven.	Weekly
Dust mop all hard surface floors with treated dust mop.	Weekly
Empty All Trash Receptacles And Replace Liners As Necessary.	Weekly
Mop All Stains and Spills, Especially Coffee and Drinking Spills.	Weekly
Clean refrigerator, and empty contents at customer request.	Monthly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor and Recoat with Three Coats of Floor Polish.	Yearly

2 Restrooms(Approximately 130 Square Feet Combined)

Spot clean all walls, light switches and doors.	3 Times per Week
Clean and sanitize all restroom fixtures.	3 Times per Week
Clean mirrors.	3 Times per Week
Clean and sanitize counter tops.	3 Times per Week
Damp Mop Entire Area.	3 Times per Week

Refill paper towel and toilet paper dispensers.	3 Times per Week
Empty All Trash Receptacles And Replace Liners As Necessary.	3 Times per Week
Wash all restroom partitions on both sides.	3 Times per Week
Dust All Low Reach Areas.	Weekly
Dust and clean all return air vents.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor and Recoat with Three Coats of Floor Polish.	Yearly

EXHIBIT B
SCHEDULE OF COMENSATION

The total compensation for the Term of this Agreement, including any and all fees and expenses, shall not exceed the amount of Two Hundred Forty Thousand Dollars (\$240,000)

Compensation paid from January 1, 2024 through December 31, 2024 (12 months) shall not exceed the amount of Two Hundred Forty Thousand Dollars (\$240,000)

EXHIBIT C
SCHEDULE

Contractor shall begin providing services on January 01, 2024 in accordance with the conditions stated in this Agreement and shall continue providing such services through December 31, 2024 unless terminated before in accordance with the conditions contained in this Agreement.

EXHIBIT D
PRINCIPAL PERSONNEL

CONTRACTOR 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 Department.

Position/Responsibility

Member and Owner

Name

Caleb Giles

STATE OF Indiana)
) SS:
COUNTY OF Monroe)

AFFIDAVIT REGARDING E-VERIFY

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

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

Caleb Giles
Signature
Caleb Giles
Printed name

STATE OF Indiana)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Caleb Giles and acknowledged the execution of the foregoing this 22nd day of August, 2024

Chelsea Gregory
Notary Public
Chelsea Gregory
Printed name

My Commission Expires: July 5, 2031

County of Residence: Monroe



NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this 22nd day of August 2024.

Office Pride Commercial Cleaning
(Name of Organization)

By: Carl Giles

Carl Giles Owner
(Name and Title of Person Signing)

STATE OF Indiana)
) SS:
COUNTY OF Monroe)

Subscribed and sworn to before me this 22nd day of August.

My Commission Expires:
July 5, 2031

Chelsea Gregory
Notary Public Signature

Resident of Monroe County

Chelsea Gregory
Printed Name

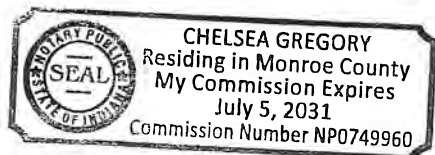


EXHIBIT G

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the Owner of SSW Enterprises DBA Office Pride Commercial Cleaning Services.
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the "Living Wage Ordinance."
4. The projected employment needs under the award include the following:
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance:
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____
day of _____, 2025.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number



Board of Public Works Staff Report

Project/Event: Repairs at 2541 West 3rd Street

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 12/17/24

Public Works owns the house at 2541 West 3rd Street. Public works had initially decided to demolish the house based on lack of interest in redevelopment. Hand has now shown interest in redevelopment of the property. We plan on using the money allocated for demolition to conduct some much needed repairs of the house before it is transferred to HAND. These repairs include a new roof, structural repairs such as rafters, walls, and floors, replacing the front entry door, and extensive drywall repairs and installation.

Working with HAND staff, contractors were solicited for a mandatory walkthrough of the house on September 2nd prior to submitting quotes for the repairs. Six contractors were invited to attend the walkthrough. Two contractors attended. One contractor submitted a quote. The submitted quote was:

Rogers Remodeling, LLC	\$61,561.50
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Staff has reviewed the quote and feel the price submitted accurately reflects market rates. We recommend approval of the contract with Rogers Remodeling, LLC for \$61,561.50

Respectfully submitted,

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

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



CONTRACT COVER MEMORANDUM

TO: Aleks Pratt
FROM: J. D. Boruff
DATE: 12/17/24
RE: Repairs at 2541 West 3rd Street

Contract Recipient/Vendor Name:	Rogers Remodeling, LLC
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	J. D. Boruff
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-837
Due Date For Signature:	12/17/24
Expiration Date of Contract:	5/31/25
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$ 61,561.50
Funding Source:	101-19-190000-54510
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	pending
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	pending
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes

Summary of Contract: Working with HAND staff, contractors were solicited for a mandatory walkthrough of the house on September 2nd prior to submitting quotes for the repairs. Six contractors were invited to attend the walkthrough. Two contractors attended. One contractor submitted a quote. The submitted quote was:

Rogers Remodeling, LLC \$61,561.50

City of Bloomington Contract and Purchase Justification Form

Vendor: Rogers Remodeling, LLC

Contract Amount: \$ 61,561.50

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

PURCHASE INFORMATION

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

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

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

# of Submittals: 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 checked="" type="checkbox"/>	<input 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:

Public Works owns the house at 2541 West 3rd Street. Public works had initially decided to demolish the house based on lack of interest in redevelopment. Hand has now shown interest in redevelopment of the property. We plan on using the money allocated for demolition to conduct some much needed repairs of the house before it is transferred to HAND. These repairs include a new roof, structural repairs such as rafters, walls, and floors, replacing the front entry door, and extensive drywall repairs and installation.

Working with HAND staff, contractors were solicited for a mandatory walk-through of the house on September 2nd prior to submitting quotes for the repairs. Six contractors were invited to attend the walk-through. Two contractors attended. One contractor submitted a quote. The submitted quote was:

Rogers Remodeling, LLC \$61,561.50

J. D. Boruff	Facilities Director	Public Works
Print/Type Name	Print/Type Title	Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

ROGERS REMODELING, LLC

FOR

REPAIRS TO HOUSE AT 2541 WEST 3RD STREET

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and **Rogers Remodeling, LLC**, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services **Repairs to House at 2541 West 3rd Street**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 150 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided. The CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

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

ARTICLE 3. COMPENSATION

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

3.02 CITY shall compensate CONTRACTOR in a lump sum not to exceed **Sixty One Thousand Five Hundred Sixty One Dollars and Fifty Cents (\$ 61,561.50)**. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

3.06 Engineer The Operations and Facilities Director of the Public Works Department 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 Quote Form, the Owner requires that retainage be held set out below.

4.01 Escrow Agent The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

4.02 Retainage Amount The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.03 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the

escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR 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 services hereunder.

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.

11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$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
F. Cyber Attack and Cyber Extortion	

Computer Attack Limit (Annual Aggregate)	\$1,000,000
Sublimit (Per Occurrence) for Cyber Extortion	\$100,000
Computer Attack and Cyber Extortion deductible (per occurrence)	\$10,000
G. Network Security Liability	
Limit (Annual Aggregate)	\$1,000,000
Deductible (per occurrence)	\$10,000
H. Electronic Media Liability	
Limit (Annual Aggregate)	\$1,000,000
Deductible (Per Occurrence)	\$10,000
I. Fraudulent Impersonator Coverage	
Limit (Annual Aggregate)	\$250,000
Deductible (Per Occurrence)	\$5,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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

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

Breach of this covenant may be regarded as a material breach of the Agreement.

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether

or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

5.12.03 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR's Payment Bond.

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Rogers Remodeling, LLC
Attn: J. D. Boruff, Operations & Facilities Director	Attn: Noah Rogers
401 N. Morton St., Suite 120	830 W. 17 th St.
Bloomington, Indiana 47404	Bloomington, Indiana 47404

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees’ Immigration Status

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as

Attachment C, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE:

City of Bloomington

Bloomington Board of Public Works

BY:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

Kerry Thomson, Mayor of Bloomington

BY:

Contractor Representative

Printed Name

Title of Contractor Representative

ATTACHMENT 'A'

"SCOPE OF WORK"

REPAIRS TO HOUSE AT 2541 WEST 3rd STREET

The following Scope of Work will include but is not limited to:

1. The complete removal and replacement of the roof system.
2. Remove/relocate and replace the pull-down attic access in the garage.
3. Removing existing paneling and ceiling in the garage.
4. Removing and replacing the existing overhead garage door.
5. Insulating the garage walls and ceiling.
6. Installing fire rating drywall to garage walls and ceiling.
7. Replacing the main entry door.
8. Basement window repair/replacement.

ATTACHMENT 'B'

AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS; COST RECOVERY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the _____ of
(job title)

(company name)
2. The undersigned is duly authorized and has full authority to execute this Quoter's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Quote and subsequent execution of a Contract, the undersigned Quoter certifies that as successful Quoter (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Quoter certifies that as successful Quoter (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Quoter acknowledges that included in the various items listed in the Schedule of Quote Prices and in the Total Amount of Quote Prices are costs for complying with I.C. 36-1-12-20. The Quoter further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$ _____

Method of Compliance (Specify) _____

Signature

Date: _____, 20____

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20____.

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

*Quoters: Add extra sheet(s), if needed.

If Quoter fails to complete and execute this sworn affidavit, his/her Quote may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.

ATTACHMENT '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: _____

Notary Public's Signature

County of Residence: _____

Printed Name of Notary Public

Commission Number

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name

Commission Number



Board of Public Works Staff Report

Project/Event:	Contract Service Agreement with Infrastructure Management Services (IMS) for Asset Condition Field Reconnaissance Survey and Reporting Project
Petitioner/Representative:	Public Works Department - Street Division
Staff Representative:	Joe Van Deventer, Director of Street Operations
Meeting Date:	December 17, 2024

This project will build upon two previous efforts conducted in 2018 (by Transmap) and 2021 (by IMS) to provide updated field reconnaissance survey of all current street, sidewalk and sidepath pavement conditions. Pavement Condition Index (PCI) data will be collected for the asphalt of street, alley and sidepaths. PCI is a numerical rating of pavement condition based on the type and severity of distresses observed on the pavement surface and represented by a numerical rating between 0 to 100 (0 is the worst condition and 100 is the best possible condition).

The project to be performed by IMS will be done via direct field inspections by a crew in a vehicle. They will drive all City streets and alleys to collect data through the use of equipment with Light Detection and Ranging (LiDAR) technology. LiDAR uses laser scanning technology for increased accuracy, precision and flexibility. This will be an entire citywide asset condition assessment that is conducted during the project.

In addition to the street, alley and sidepath pavement condition survey, an additional, in-depth sidewalk specific condition survey will be conducted via an all-terrain vehicle that uses high-resolution 2D (two dimensional) imagery to capture sidewalk surfaces and various related profile measurements. This data will include sidewalks, sidewalk curb ramps and sidewalk apron transition areas across City alleys. The sidewalk project portion will be much more detailed than in the two past efforts and will provide a level of specific sidewalk asset condition data that is similar to that of the asphalt PCI.

This project will also see IMS collect condition data for all City of Bloomington signage and signage support structures that are located along City streets. Once completed, all of the condition data for each of the asset types will be presented in full, detailed reports. A staff report to the Mayor and City Council will be provided by IMS personnel. All of the condition data will also be uploaded to both the City's Geographic Information System

Board of Public Works
Staff Report

Project Status Report

mapping modules, as well as to the Public Works Department's asset management software system. As with both previous efforts, the data will also be accessible to the public via the B-Clear Open Data website portal.

IMS Infrastructure Management Services

\$ 227,416.00





CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: Public Works Department - Street Division
DATE: 12/17/2024
RE: Contract Service Agreement with Infrastructure Management Services (IMS) for Asset Condition Field Reconnaissance Survey and Reporting Project

Contract Recipient/Vendor Name:	Infrastructure Management Services (IMS)
Department Head Initials of Approval:	Adam Wason
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Danna Workman
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-840
Due Date For Signature:	12/17/2024
Expiration Date of Contract:	12/31/2025
Renewal Date for Contract:	None
Total Dollar Amount of Contract:	\$227,416.00
Funding Source:	101-20-20CRED-54510
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: Project to collect via field reconnaissance all current asset conditions for streets, alleys and sidepaths; roadway signage and signage support structures; sidewalks, sidewalk curb ramps and sidewalk apron transition aprons at alleys. The vendor will provide a full, detailed report on all asset conditions at the conclusion of the project, as well as provide a virtual presentation to the Mayor and City Council. All asset data will also be uploaded to the City’s asset management software system and made available for the City’s Geographic Information System mapping software.

City of Bloomington Contract and Purchase Justification Form

Vendor: Infrastructure Management Systems (IMS)

Contract Amount: \$227,416.00

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 checked="" type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
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"/>	

The Public Works Department used IMS as the vendor for the last asset condition field reconnaissance survey and reporting project that was conducted in 2021. Staff were happy with the report results, as well as how the data could be integrated with City software systems. This vendor can successfully integrate all collected asset condition data with both the City's Geographic Information Systems (GIS) mapping software and the Cityworks asset management software system. The vendor's proposal also was fully reviewed by the City's Information & Technology Services Department and has their support.

3. State why this vendor was selected to receive the award and contract:

IMS was selected as a sole source vendor for the prior asset condition field reconnaissance survey project that was completed in 2021. This was because they are able to successfully integrate all of their collected asset condition data to both the City's Geographic Information Systems mapping software and Cityworks asset management software platform. IMS is also a vendor that is able to capture and collect sidewalk surface condition data and related sidewalk profile data. Staff contacted other municipal clients in both Indiana and across the country that used IMS for similar projects and all were satisfied were the product that was delivered. City of Bloomington staff across several departments were also pleased with the 2021 project results that were provided by IMS, plus the Information & Technology Department has reviewed this proposal and fully supports the technology integration aspects of their data collection with GIS and Cityworks software platforms.

Nate Nickel

Business & Data
Manager

Public Works

Print/Type Name

Print/Type Title

Department



CITY OF BLOOMINGTON

APPROVAL TO USE SPECIAL PURCHASING METHOD

Check the box for the purchasing method this request applies to

- Auction Purchase Equipment Compatibility GSA Special Pricing No response to RFQ/ITB
- Licensing Agreement Governmental Discount Single/Sole Source Impair City Operations

Email this Request Form to Jessica McClellan: jessica.mcclellan@bloomington.in.gov

- 1) Request Date 11-22-2024
- 2) Requestor Name Nate Nickel
 Department Public Works Department
 Telephone and E-mail (812) 349-3542, or nickeln@bloomington.in.gov
- 3) Value of Proposed Contract or Purchase \$ 227,416.00
 Recommended Vendor Infrastructure Management Services (IMS)
 Budget Line 101-20-20CRED-54510

4) Enter item description: Asset condition data collection and reporting

Detail Justification that Validates Special Purchasing Method. Please attach any supporting documents.

IMS has performed both objective pavement and related transportation infrastructure condition data collection services for municipal government agencies across the United States (including for the City of Bloomington in 2021). IMS collects this data in accordance with established US Army Corps of Engineers geospatial data technology protocols. In addition, they deliver all data in recognized industry standard formats, such as Excel, Access, Geodatabases and asset management software platforms.

Describe the product or service the vendor will provide and explain why this meets the special purchasing method checked above.

IMS is fully compatible with the City's current asset management software system (Cityworks) and is able to produce shapefiles for integration with the City's Geographic Information System mapping software platform. IMS is able to perform a complete data upload into the Cityworks software system with all asset condition data that is collected as part of the project. This capability represents a tremendous cost and time savings for the City, which otherwise would have to find a separate, qualified provider, to perform this critical task.

Detail the research performed to determine this purchase method is the best solution for the city. City personnel from Public Works Administration and Street Divisions, as well as the ITS Department, met with IMS on several occasions to discuss City expectations for data collection methods, formats and deliverables. Staff followed up with other municipalities that used IMS for similar projects.

Describe why this vendor and solution was chosen.

IMS comes with good recommendations from other municipal governments both in Indiana and across the nation that have used their services. Additionally, IMS successfully completed the Street Division's prior infrastructure condition assessment field reconnaissance project and data report in 2021.

Approved By:

Jessica McClellan

Digitally signed by Jessica McClellan
Date: 2024.12.03 14:18:42 -05'00'

Jessica McClellan
Controller

Date

AW
Department Head

11/21/24
Date

**SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON, DEPARTMENT OF
PUBLIC WORKS, STREET DIVISION AND
INFRASTRUCTURE MANAGEMENT SYSTEMS (IMS)**

This Agreement by and between the City of Bloomington, Department of Public Works, Street Division through the Board of Public Works (the “Department”), and International Cybernetics Company, LP d/b/a IMS Infrastructure Management Services (“Contractor”) is effective upon execution by both parties.

Article 1. Scope of Services Contractor shall perform the following services: provide updated asset condition survey of street, sidepath, alley, sidewalk/curb ramps and street signage. The work will be performed via field inspections and the use of Light Detection and Ranging (LiDAR) technology. These asset condition assessments will encompass the entire public street network within the City of Bloomington boundaries, as well as associated sidewalks, sidepaths/curb ramps, alleys and street signage. Once the survey is completed, contractor will upload all collected asset condition data to both the City’s Geographic Information Systems mapping software and asset management software systems. Upon the conclusion of the project, the contractor will also provide a virtual presentation of project data and conclusions to the City Council. 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, 2025 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 Joe VanDeventer, Director of Street Operations. 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 Two Hundred Twenty-Seven Thousand Four Hundred and Sixteen Dollars (\$227,416.00). Contractor shall submit invoices to the Department upon the completion of data collection for the different asset classes. The invoice shall be sent to: Joe VanDeventer, Director of Street Operations, Street Division, City of Bloomington Public Works Department, PO Box 100, 401 N. Morton Street, Suite 120, Bloomington, Indiana 47402. 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. Retainage and Escrow For contracts in excess of \$100,000 and for which Contractor requesting progressive payments, the retainage amount withheld shall be held by Board of Public Works ("Board") or shall be placed in an escrow account with an escrow agent. Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent. If an escrow agent is used, the escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. If an escrow agent is used, Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

The escrow agent or the Board shall hold the retainage until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent or the Board to pay to the Contractor the retainage, including both specifying the amount of retainage to be released and the person to whom that portion is to be released. After receipt of the notice, the escrow agent or the Board shall remit the designated funds to the person specified in the notice. If the escrow agent held the retainage, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees. **If the Board held the retainage, no interest will have been earned or will be payable.** However, nothing in this section shall prohibit Owner from requiring the escrow agent or the Board to withhold amounts necessary to complete minor items of the Contract following substantial completion of the Contract.

Article 7. Schedule Contractor shall perform the Services according to the following schedule: Contractor shall complete the Services required under this Agreement on or before December 31, 2025. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

Article 8. 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 9. Identity of the Contractor Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 10. 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 11. 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 12. 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 13. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) Comprehensive General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Umbrella/Excess Liability with a required limit of \$1,000,000. In addition, if the Contractor receives payment from the City of Bloomington and/or has access to critical City data, Contractor shall also have the following: a) Cyber Attack and Cyber Extortion: computer attack limit (annual aggregate) of \$1,000,000; sublimit (per occurrence) for cyber extortion of \$100,000; and computer attack and cyber extortion deductible (per occurrence) of \$10,000; b) Network Security Liability: limit (annual aggregate) of \$1,000,000; and deductible (per occurrence) of \$10,000; c) Electronic Media Liability: limit (annual aggregate) of 1,000,000; and deductible (per occurrence) of \$10,000; and d) Fraudulent Impersonator Coverage: limit (annual aggregate) of \$250,000; and deductible (per occurrence) of \$5,000. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, Worker's Compensation policies and Umbrella/Excess Liability policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's

will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 14. Conflict of Interest Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 15. Waiver No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 16. Severability The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 17. 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 18. Third Party Rights Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

Article 19. Governing Law and Venue This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 20. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Article 21. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 22. 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 23. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Department: City of Bloomington Public Works, Attn: Joe VanDeventer, PO Box 100, 401 N. Morton St., Suite 120, Bloomington, Indiana 47402.

Contractor: Infrastructure Management Systems, Attn: Jim Tourek, 10630 75th Street, Largo, FL 33777, (480) 741-1847, jtourek@icc-ims.com.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 24. 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 25. 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.

CITY OF BLOOMINGTON

IMS Infrastructure Management Services

Margie Rice, Corporation Counsel

_____, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Pinellas)SS:
)

AFFIDAVIT

The undersigned, being duly sworn, hereby affirms and says that:

- International Cybernetics Company, LP dba
1. The undersigned is the CEO of IMS Infrastructure Management Services
(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.

Michael Nieminen
Signature

Michael Nieminen
Printed Name

STATE OF FLORIDA

COUNTY OF Pinellas)SS:
)

Before me, a Notary Public in and for said County and State, personally appeared Michael Nieminen and acknowledged the execution of the foregoing this 10th day of December, 2024.

Lois Mary Somers
Notary Public's Signature

My Commission Expires: Feb. 15, 2025

Lois Mary Somers
Printed Name of Notary Public

County of Residence: Pinellas

Commission Number: HH 93451

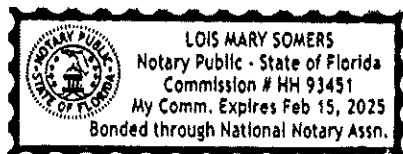


EXHIBIT B

STATE OF FLORIDA)
) SS:
COUNTY OF Pinellas)

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 10th day of December, 2024.

Vendor:

By: *Michael Nieminen*

Michael Nieminen, CEO

International Cybernetics Company, LP
dba IMS Infrastructure Management Services

STATE OF FLORIDA)
) SS:
COUNTY OF Pinellas)

Before me, a Notary Public in and for said County and State, personally appeared Michael Nieminen and acknowledged the execution of the foregoing this 10th day of December, 2024.

Lois Mary Somers
Notary Public's Signature

My Commission Expires: Feb. 15, 2025

Lois Mary Somers
Printed Name of Notary Public

County of Residence: Pinellas

Commission Number: HH 93451

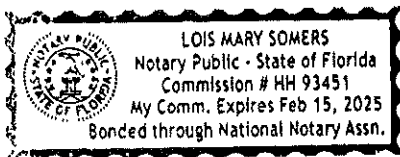


EXHIBIT "C"

AFFIDAVIT THE LIVING WAGE ORDINANCE

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the CEO of International Cybernetics Company, LP dba IMS Infrastructure Management Services
(job title) (company name)

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.

3. The undersigned hereby states that, to the best of 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.

Michael Nieminen
Signature

Michael Nieminen
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF Pinellas)

Before me, a Notary Public in and for said County and State, personally appeared Michael Nieminen and acknowledged the execution of the foregoing this 10th day of December, 2024.

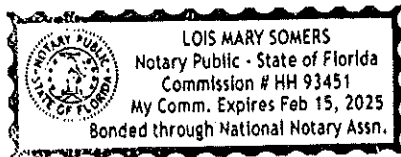
My Commission Expires: Feb. 15, 2025

County of Residence: Pinellas

Lois Mary Somers
Notary Public

Lois Mary Somers
Name Printed

HH 93451
Commission Number



WORKFORCE BREAKDOWN FORM

COMPANY NAME International Cybernetics Company, LP

ADDRESS 10630 75th St, Largo, FL 33777

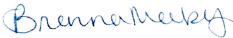
REPRESENTATIVE Brenna Maby, Human Resources Manager

TELEPHONE 480-865-2583

Position, Title Class or Category	Total Number Employees in Each Position	Total Number Minority	Percent of Total	Total Number Female	Percent of Total	Total Number with Disabilities	Percent of Total
Executive	4	1	25	1	25	0	0
Managers	2	0	0	2	50	0	0
Professionals	21	6	28.5	4	19	0	0
Technicians	33	6	18	8	24	0	0
Sales	9	1	11	1	11	0	0
Administrative	7	1	14	5	71	0	0
Craft Workers	7	1	14	0	0	0	0

I swear or affirm under penalties of perjury that this workforce breakdown is accurate, to the best of my knowledge.

December, 17, 2024
Date

 Human Resources Manager
Signature and Title of Representative

Bloomington

Bloomington-IN [2025 PCI wSigns+Ramps
and SST for Sidewalks+SidePaths]

Budgetary Estimate

Opportunity ID: 23-07-1655



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Largo, FL 33777



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City of Bloomington, Indiana
Danna Workman-Stephens, Street Division – Acct Clerk/Emergency Grant
Email: workmand@bloomington.in.gov
Phone: (812) 349-3818

Re: Bloomington-IN [2025 PCI wSigns+Ramps & SST for Sidewalks+SidePaths]

Dear Danna,

IMS Infrastructure Management Services (IMS) is pleased to present this budgetary estimate for pavement and sidewalk data collection and distress processing for 0 roadway test miles and 170 sidewalk test miles. As an industry leader with four decades of pavement and asset management experience, we enable data-driven decision-making, ensuring that your agency's maintenance and rehabilitation funding results in the highest return on investment.


Our project approach is based on four principles:

- **Starting with the end in mind.** We are committed to understanding your agency's goals and objectives for this project. We work side-by-side with our clients to ensure all project goals are met and provide high-quality deliverables on time and within budget.
- **Confident, informed decision-making.** Accurate data provides the foundation for pavement management analyses, which identify the most appropriate maintenance or rehabilitation activity for each roadway pavement.
- **Maximizing return on investment.** When you choose IMS, you gain a dedicated partner. Backed by decades of experience, our support results in better outcomes and translates to enhanced funding justification and more strategic allocation of existing funding.
- **Providing smart, end-to-end solutions.** We provide professional services powered by end-to-end software, enabling your agency to review and visualize data confidently and easily.

We look forward to delivering this project successfully. Please do not hesitate to contact me with any additional questions at (480) 741-1847 or by email at jtourek@icc-ims.com.

Best Regards,

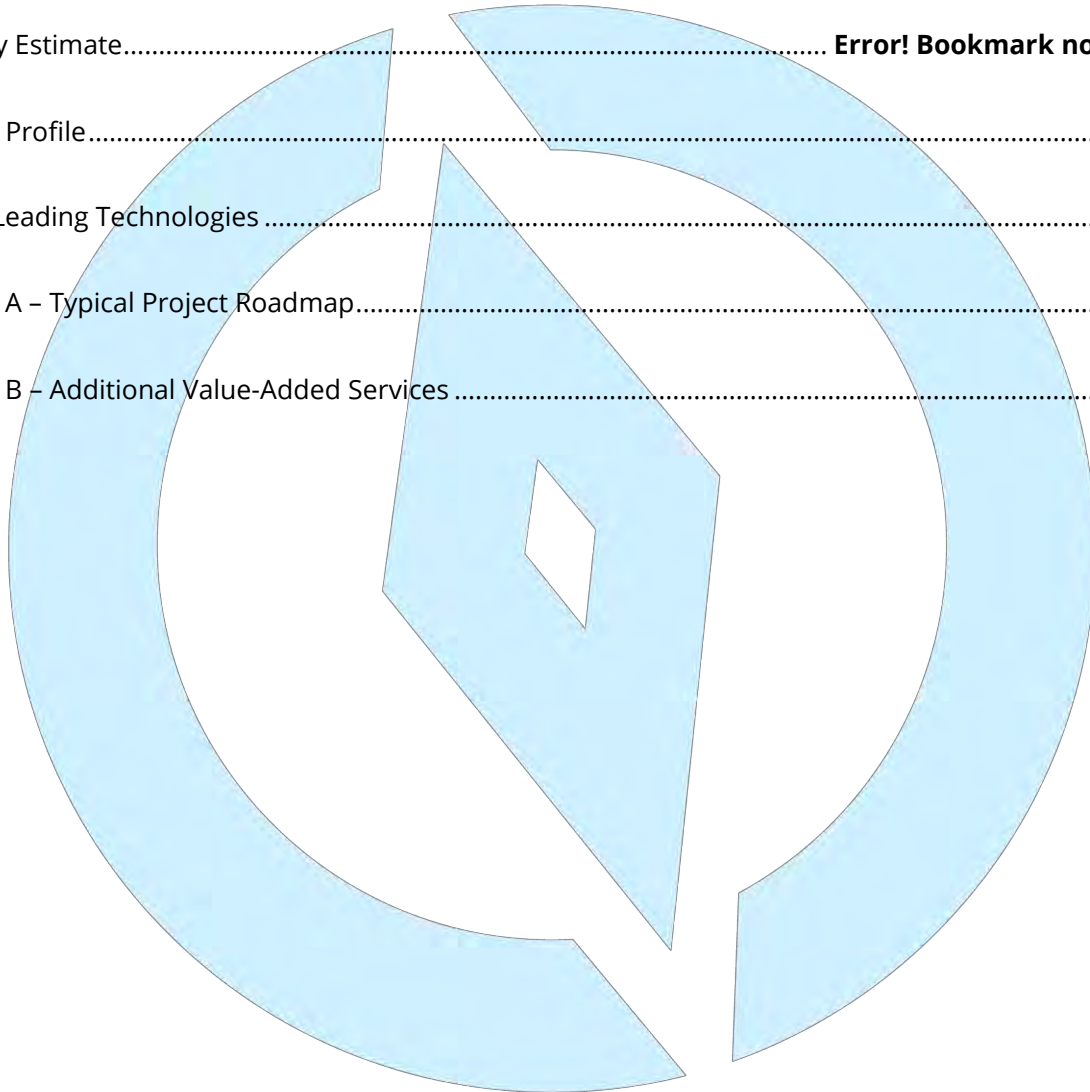
International Cybernetics Company, LP d/b/a
IMS Infrastructure Management Services



Jim Tourek, Client Services Manager

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Budgetary Estimate.....	Error! Bookmark not defined.
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Project Overview

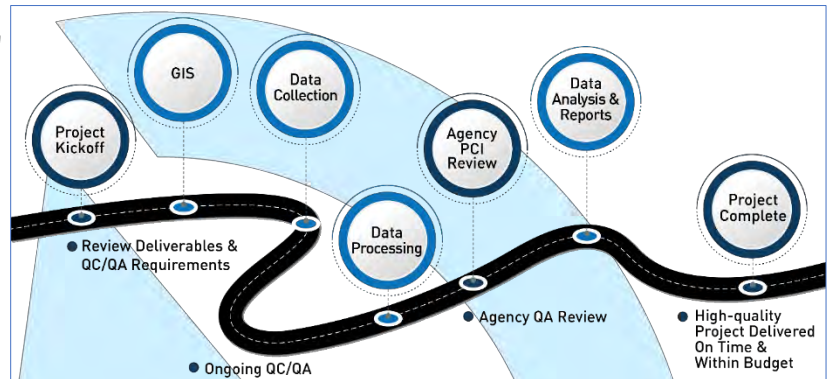
The primary objectives of this project are pavement data collection for 0 roadway test miles, and sidewalk test. Our project roadmaps, shown in the figures below, have evolved over the years and reflect our team’s collective experience of successfully delivering thousands of similar projects. (See Appendix A for more details on each step in our project roadmap.)

The pavement condition survey will be performed with an IrisPRO Pave™ data collection system. The IrisPRO Pave™ collects georeferenced, high-resolution 3D imagery of the pavement surface, spherical right-of-way imagery, and longitudinal and transverse profile measurements.

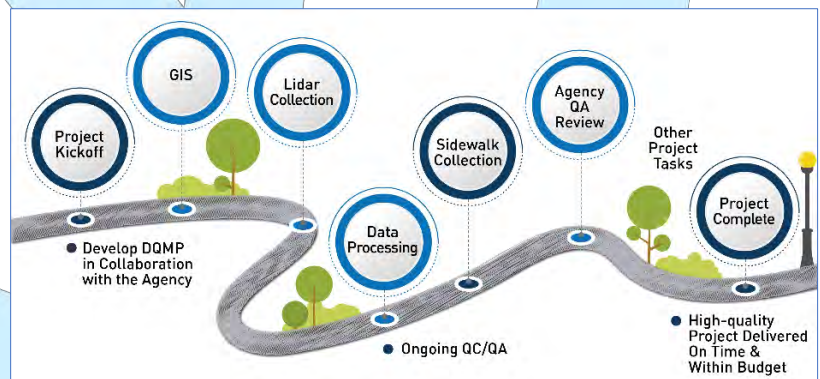
Collected data are processed to quantify the type, severity, and quantity of pavement surface distresses, including cracking and rutting. Pavement roughness values are reported following the International Roughness Index (IRI) method. Processed data are delivered in both an Excel spreadsheet and a geodatabase. Roadway imagery is published to our Inform™ online data visualization platform for easy review and reference by agency staff.

The sidewalk condition survey will be performed with a Sidewalk Surface Tester (SST) data collection system. The SST collects georeferenced, high-resolution 2D imagery of the sidewalk surface along with longitudinal and transverse profile measurements. Collected data are processed to quantify the type, severity, and quantity of sidewalk surface distresses, including vertical displacements and horizontal separations. Longitudinal and transverse profile measurements are

used to calculate sidewalk grade and cross slope, respectively. Processed data are delivered in both an Excel spreadsheet and a geodatabase. Sidewalk imagery is published to our Inform™ online data visualization platform for easy review and reference by agency staff.



Pavement Condition Assessment Roadmap



Sidewalk Condition Assessment Roadmap (Lidar only applicable for pedestrian curb ramp assessment projects)



Deliverables

01

Roadway Pavement Condition Data

Reported in an Excel spreadsheet and a geodatabase.

02

Right-of-Way (ROW) Assets

- Sidewalks, Signs and Sign Supports Database will be developed
- The deliverable will be a file geodatabase based on an agreed upon Data Dictionary

03

Sidewalk Condition Data

Reported in an Excel spreadsheet and a geodatabase.

04

Easy Sidewalk Analysis (ESwA) of Sidewalk

- Easy Sidewalk Analysis (ESwA) sidewalk management spreadsheet
- Customizable prioritization and deferred cost analysis
- ESwA training session (two hours) via Teams

05

Inform™ Online Data Viewer

Enables convenient, browser-based viewing of collected data and imagery. *(Note: 90 days of hosting for unlimited agency users is included from the time of implementation.)*

06

Additional Value-Added Services

If applicable, based on our discussions with you, this budgetary estimate includes information and pricing on additional value-added services, described in more detail below.





IMS Formal Proposal – Streets

Bloomington, IN [2025 PCI wSigns+Ramps (no alleys) & SST for Sidewalks+SidePaths]

Fee Proposal					
Name	Qty.	Units	Price	Disc.	Total Price
Project Setup and Kickoff	1	Lump Sum	\$2,500.00		\$2,500.00
Project Management	1	Lump Sum	\$1,720.00		\$1,720.00
GIS Review and Survey Extents Verification	254	Centerline Miles	\$15.00		\$3,810.00
Mobilization/Calibration	1	Lump Sum	\$2,925.00		\$2,925.00
Field Data Collection - IrisPRO Pave	344	Test Miles	\$92.00		\$31,648.00
Field Data Collection - Paved Alleys	8	Test Miles	\$135.00		\$1,080.00
Data Processing: Enhanced ASTM D6433 (Including QC/QA) - Per Standard Data Dictionary	352	Test Miles	\$30.00		\$10,560.00
Condition Data Delivery – PCI Spreadsheet (City has Cityworks)	1	Lump Sum	\$1,500.00		\$1,500.00
Incorporate Existing Signage DB	1	Lump Sum	\$1,890.00		\$1,890.00
Asset Inventory – Signs (No Alleys)	344	Test Miles	\$63.00		\$21,672.00
Asset Inventory - Sign Supports (")	344	Test Miles	\$33.00		\$11,352.00
Asset Inventory – Alley Crossings condition ratings from imagery	1	Lump Sum	\$4,500.00		\$4,500.00
Asset Inv. - Sidewalk/Curb Ramps	344	Test Miles	\$26.00		\$8,944.00
Virtual City Council Presentation	1		\$3,500.00		\$3,500.00
Inform - <400 miles - 90 Day Free Trial (Price reflects annual fee)	1	Per Year	\$2,000.00	100%	\$0.00
Inform Web Hosting - 90 Day Free Trial (Price reflects annual fee if opt in after trial)	352	Per year per mile	\$1.20	100%	\$0.00
			Streets Price:		\$107,601.00

Name	Qty.	Units	Price	Disc.	Total Price
Inform: 400-800 combined miles	1	Per Year	\$4,000.00		\$4,000.00
Inform Web Hosting – Streets & Alleys	352	Per year per mile	\$1.20		\$422.40
Inform Web Hosting (SST) – Sidewalks	200	Per year per mile	\$1.20		\$240.00
			Annual Inform:		\$4,662.40

Page 16 lists fees for our additional value-added roadway services.

The next page has our Sidewalk proposal and combined total:



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Largo, FL 33777



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IMS Formal Proposal – Sidewalks

IMS 2025 SST on Sidewalks (Bloomington-IN)

Fee Proposal					
Name	Qty.	Units	Price	Disc.	Total Price
Project Setup and Kickoff (SST)	1	Lump Sum	\$3,000.00		\$3,000.00
Project Management (SST)	1	Lump Sum	\$3,500.00		\$3,500.00
GIS Review and Survey Extents Verification (SST)	200	Test Miles	\$15.00		\$3,000.00
Data Dictionary Review and Acceptance (SST)	1	Lump Sum	\$2,500.00		\$2,500.00
Incorporate Existing Sidewalk DB	1	Lump Sum	\$1,890.00		\$1,890.00
Asset Inventory - Sidewalks	200	Test Miles	\$23.00		\$4,600.00
Mobilization/Calibration - Sidewalk Surface Tester (SST)	1	Lump Sum	\$2,925.00		\$2,925.00
Field Data Collection – Sidewalk & SidePaths Surface Tester (SST)	200	Test Miles	\$360.00		\$72,000.00
Data Processing: Development of Sidewalk Inventory	200	Test Miles	\$25.00		\$5,000.00
Data Processing: Standard Sidewalk Condition Rating (Including QC/QA)	200	Test Miles	\$35.00		\$7,000.00
Condition Data Delivery in Geodatabase (SST)	1	Lump Sum	\$2,500.00		\$2,500.00
Easy Sidewalk Analysis (ESWA)	1	Lump Sum	\$9,500.00		\$9,500.00
Sidewalk Management Plan	1	Lump Sum	\$2,400.00		\$2,400.00
Inform - <400 miles (SST)- 90 Day Free Trial (Price reflects annual fee if opt in after trial)	1	Per Year	\$2,000.00	100%	\$0.00
Inform Web Hosting (SST)- 90 Day Free Trial (Price reflects annual fee if opt in after trial)	200	Per year per mile	\$1.20	100%	\$0.00
			Total Price:		\$119,815.00
			Combined Price:		\$227,416.00



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Largo, FL 33777



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Company Profile

IMS Infrastructure Management Services – now powered by International Cybernetics Company (ICC) – has revolutionized roadway infrastructure management since 1975. With the 2022 merger of IMS and ICC, the IMS team of infrastructure consultants is now backed by ICC’s industry-leading data acquisition technologies. We take pride in having one of the industry’s largest fleets of advanced pavement, sidewalk, and right-of-way asset data collection systems.



Over the past five years, we have made a \$5 million investment in enhancing our Unify™ software suite, solidifying our position as an industry leader in providing fully integrated, end-to-end data collection, processing, and visualization tools. Our advanced systems – combined with our rigorous approach to quality control – empower us to generate unparalleled data quality while setting the industry benchmark for the fastest turnaround time. The actions that we have taken over the past five years illustrate our continued commitment to improving data quality while simultaneously reducing data collection costs for our clients.

We offer the following pavement management services:

- Automated and semi-automated pavement condition assessments.
- Non-destructive pavement testing and analysis.
- Pavement management system implementation and training.
- Pavement management plan development and presentation.

In addition to pavement management services, IMS offers complementary services such as:

- Right-of-way asset inventory development using 360-degree imagery.
- Sidewalk and Americans with Disabilities (ADA) compliance surveys.
- Data visualization services using dashboards, StoryMaps, and web applications built on GIS.

Welcome to the new era of infrastructure management, where consulting services are powered by advanced technologies. **Together, IMS – now powered by ICC – are paving the way forward!**



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Largo, FL 33777



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Industry-Leading Technologies

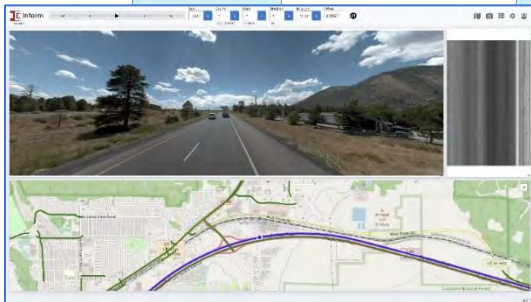
IrisPRO Pave™

The pavement condition survey will be performed using an IrisPRO Pave™ data collection system. The IrisPRO Pave™ is equipped with industry-leading data acquisition technologies, including an inertial profiler, a second-generation Laser Crack Measurement System (LCMS-2), a FLIR Ladybug5+ 30MP 360-degree camera, and an iXBlue A7 or OxtS INS with DGPS.



Sidewalk Surface Tester (SST)

The sidewalk condition survey will be performed using an ICC Sidewalk Surface Tester (SST) data collection system. The SST is equipped with industry-leading data acquisition technologies, including three (3) Gocator point lasers and 5g accelerometers for capturing longitudinal and transverse profile data, two (2) 12MP Basler cameras for capturing forward- and rear-facing sidewalk imagery, and a 250 Hz MEMS IMU with a Hemisphere DGPS.



Inform™ Online Data Viewer

The Inform™ data viewer is an easy-to-use, browser-based, cloud-hosted tool for reviewing pavement condition data and associated imagery. Inform™ presents the data in a map-based environment, enabling agencies to review all collected pavement data, including cracking, rutting, and roughness. The Inform™ viewer is fast, intuitive, and reduces the need for field visits.

"Inform has not only met but also surpassed our expectations. It is quick, exceptionally responsive, requires no IT involvement, and is incredibly user-friendly for individuals of all levels."

– Robert Bush, Program Manager, Arizona DOT

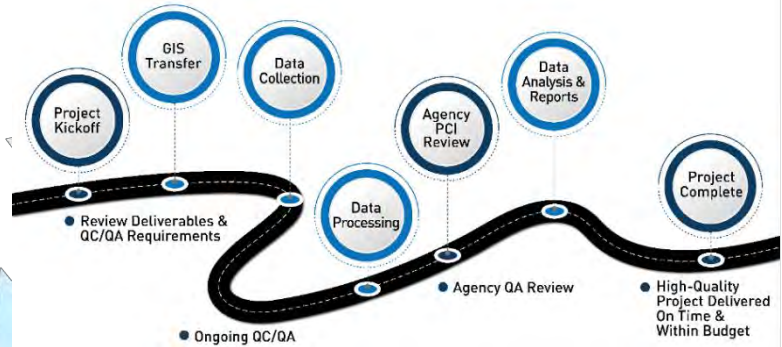


APPENDIX

Appendix A – Typical Project Roadmap

Step 1: Project Kickoff

The IMS project manager schedules a kickoff meeting with your agency's project team to review the project scope, schedule, and fee. The IMS project manager ensures that the IMS team and agency stakeholders clearly understand the goals and objectives of the project.



Step 2: GIS Linkage and Survey Map Development

Following the kickoff meeting, IMS' GIS team reviews the agency's roadway network and verifies the roadways to be collected. The agreed-upon roadway network is loaded into ICC Drive™ software, which defines the pavement network segmentation and attribution to be collected and delivered.

Step 3: Data Collection

The pavement condition survey is performed with an ICC IrisPRO Pave™ data collection system. Georeferenced, high-resolution 3D imagery of the pavement surface, spherical right-of-way imagery, and longitudinal and transverse profile measurements are collected.

Step 4: Data Processing

The collected data are processed using ICC Connect™ software to quantify the type, severity, and quantity of pavement surface distresses, including cracking and rutting. Pavement roughness values are reported using the International Roughness Index (IRI) method.

Step 5: Multi-step QC/QA IMS has developed a unique approach to pavement condition surveys by coupling the power of automated algorithms with manual review of distress data by trained and certified pavement raters. All data is manually reviewed by our QC team, then reviewed by our QA manager, and lastly, submitted to the agency for final review and acceptance.

This rigorous QC/QA process provides an added measure of confidence that the pavement condition data is accurate.



Step 6: Deliver PCI of Streets & Alleys; Signs & Supports at Streets' File Geodatabase

Step 7: Deliver Sidewalk Data Analysis & Report

- **Comprehensive Analysis**
Our data analysis is thorough and tailored to provide insights that drive decision-making.
- **Detailed Reporting**
We deliver comprehensive reports that are clear, concise, and customized to your reporting standards.

Step 8: Project Closeout

Project deliverables will be sent to you for final approval and acceptance. Once accepted, we will facilitate a final project close-out meeting with you, where we will present our findings and recommendations. This workshop-style meeting is an opportunity to clarify any final questions and discuss other ways IMS can support your pavement management program in the future.

Appendix B – Additional Value-Added Services

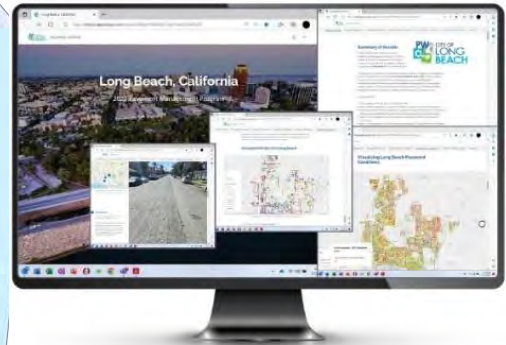
Right of Way (ROW) Asset Collection (e.g., signs, markings, curb, and gutter, etc.)

Imagery collected during the pavement condition survey can be used to build ROW asset inventories and condition assessments for signs, sign supports, curb and gutter, sidewalks and multi-use trails, ADA ramps, pavement markings and striping, traffic signals, trees, and many others. While we offer multiple methods for collecting ROW asset data, which is a primary component of half of all our projects, this is the most efficient.



Web-based GIS Visualization via StoryMaps and Dashboards

Easy-to-use and easy-to-maintain web-based, geocentric StoryMaps and Dashboards can be built to serve not only internal staff but also constituents. These tools provide a dynamic way to present complicated information visually. StoryMaps and Dashboards may be configured for use within the agency for coordinating projects across departments or for presentation to the public to promote transparency and trust.



Inform™ Data Hosting

IMS offers a convenient, web-based tool for reviewing pavement condition data and associated imagery. Our cloud-hosted visualization and analysis software Inform™ enables agencies to review collected pavement and asset data. The software is fast, intuitive, and is the simplest way to make valuable photolog images available to every user. **Ninety (90) days of complimentary hosting is included with all IMS projects.** Competitive pricing for data hosting in year two and beyond is available upon request.



Structural Testing with a Fast-Falling Weight Deflectometer (FastFWD)

IMS offers additional pavement testing techniques to enhance decision-making and project prioritization.

The FastFWD applies a dynamic load to the pavement surface to measure structural capacity and pavement layer stiffness values.

We integrate the structural index (SI) as a component of each roadway's final PCI to help you better predict future performance and fine-tune rehabilitation activities, such as determining when to reconstruct vs. mill and overlay.



In-Person (or Virtual) Council Presentations

IMS is often asked to develop and deliver a council presentation to educate council members and the public on the concepts of pavement management and the results of the surveys, health of the roadway network and recommendations as a value-added service. We work collaboratively with agency staff to develop highly focused presentations that layout the existing state of the agency's roadways and the funding required to meet the agency's goals and objectives.



Customized Written Reports and Specialty Maps

IMS will prepare all project documentation, including a draft and final summary report of the findings and conclusions as part of the project. Additional analyses and specialty maps may be added to the final report to enhance the ability of the agency to communicate existing pavement conditions, forecasted conditions, and M&R needs and priorities.



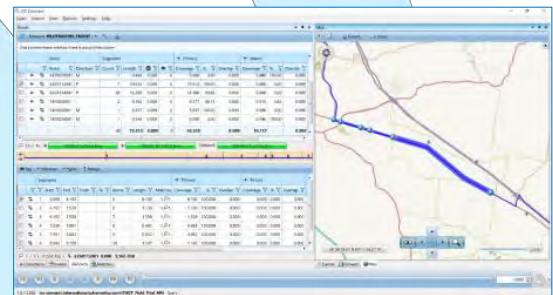
Software “Needs Assessments,” Training, and Technical Support

IMS performs software needs assessments for agencies to determine the pavement management system that will best meet the agency’s needs. We also provide software training as a value-added service. We review the agency’s existing IT structure, program goals, and user skillsets to make a recommendation on what pavement management software will best meet the need. Ongoing technical support is another popular value-added service available regardless of software.



GIS “Clean-up” Services – No GIS... No Problem!

IMS reviews the integrity of the agency’s GIS to ensure that segmentation conforms to pavement management best practices and that the existing attribution is correct. Our team of GIS technicians and analysts assist agencies in validating their GIS and modifying it, when necessary, to meet pavement management goals and objectives. Developing pavement-specific GIS layers is often necessary for reporting pavement conditions in a logical, easy-to-understand format.



Roadway Functional Class Review

IMS reviews the functional classification and characteristics of the agency’s roadway network to make any necessary adjustments to highway, road, and street classifications. Understanding the volume of traffic and associated traffic loads is critical in determining the appropriate maintenance and rehabilitation activity for each roadway pavement.



The following page lists fees for our value-added services:



10630 75th Street
Largo, FL 33777



+1 727-547-0696



www.icc-ims.com

Optional Value-Added Service Activities - Cost Estimates					
Name	Qty.	Units	Price	Disc.	Total Price
FastFWD Structural Testing - Recommended 2-Pass Test for Major Roads					
a. Mobilization/Calibration (FFWD)	1	Lump Sum	\$ 3,000.00		\$ 3,000.00
b. Field Data Collection - Fast Falling Weight Deflectometer (FFWD)	196	Test Miles	\$ 155.00		\$ 30,380.00
c. Traffic Control for Deflection Testing (if applicable/necessary)	0	Hours	\$ 150.00		\$ -
d. Data Processing: Standard FFWD (Including QC/QA)	1	Lump Sum	\$ 1,750.00		\$ 1,750.00
e. Calculate Structural Number (SNeff) - Used for Network Level Analysis	1	Lump Sum	\$ 1,000.00		\$ 1,000.00
f. Optional - Calculate Structural Number Required (SNreq) Based on ADT and Provide Structural Index	1	Lump Sum	\$ 2,000.00		\$ 2,000.00
g. Optional - Color Coded GIS Map - Based on Structural Index (SI)-(PDF)	1	Lump Sum	\$ 1,000.00		\$ 1,000.00
Right of Way (ROW) Asset Extraction (Requires 2-Pass of Major Roads; per Client: Excludes Alleys)					
Crosswalks	344	Test Miles	\$ 19.00		\$ 6,536.00
Curb & Gutter	344	Test Miles	\$ 23.00		\$ 7,912.00
Curb Markings	344	Test Miles	\$ 22.00		\$ 7,568.00
Drainage Ditches	344	Test Miles	\$ 23.00		\$ 7,912.00
Drainage Structures (Inlets)	344	Test Miles	\$ 33.00		\$ 11,352.00
Driveway Aprons	344	Test Miles	\$ 39.00		\$ 13,416.00
Fence	344	Test Miles	\$ 23.00		\$ 7,912.00
Fire Hydrants	344	Test Miles	\$ 22.00		\$ 7,568.00
Guardrail/Guidesail	344	Test Miles	\$ 23.00		\$ 7,912.00
Landscaping	344	Test Miles	\$ 49.00		\$ 16,856.00
Manhole Covers	344	Test Miles	\$ 29.00		\$ 9,976.00
Pavement Striping - Linear	344	Test Miles	\$ 32.00		\$ 11,008.00
Pavement Markings - Point	344	Test Miles	\$ 22.00		\$ 7,568.00
Retaining Walls	344	Test Miles	\$ 23.00		\$ 7,912.00
Sidewalk/Curb Ramps	Included in Base Fees				
Sidewalks	Included in Base Fees				
Sign Supports	Included in Base Fees				
Signs	Included in Base Fees				
Sound/Noise Barriers	344	Test Miles	\$ 23.00		\$ 7,912.00
Street Furniture	344	Test Miles	\$ 33.00		\$ 11,352.00
Street Lights	344	Test Miles	\$ 46.00		\$ 15,824.00
Traffic Signals and Flashers	344	Test Miles	\$ 29.00		\$ 9,976.00
Trees	344	Test Miles	\$ 56.00		\$ 19,264.00
Utility Poles	344	Test Miles	\$ 46.00		\$ 15,824.00
Valves	344	Test Miles	\$ 39.00		\$ 13,416.00
IMS Web-Story Map of City's Pavement Condition (for External Portal)					
a. Years 2 - 4 Annual Updates of Rehabs; Update	3	Lump Sum	\$ 2,000.00		\$ 6,000.00
IMS Web-Dashboard of City's Pavement Condition (for Internal Staff)					
a. Years 2 - 4 Annual Updates of Rehabs; Update	3	Lump Sum	\$ 2,000.00		\$ 6,000.00
City Council Presentation - Virtual					
Included in Base Fees					
a. Add for an Onsite City Council Presentation	1	Lump Sum	\$ 2,500.00		\$ 2,500.00
Non-Standard Written Report (Min. 8-Hours; beyond at Hourly Rate)	8	Hours	\$ 150.00		\$ 1,200.00
Additional or Specialty Maps for Reporting (Beyond Typical 2 Sets)	1	Lump Sum	\$ 175.00		\$ 175.00
Additional Hard Copies of the Final Report	1	Lump Sum	\$ 200.00		\$ 200.00
Functional Class Review	16	Hours	\$ 189.00		\$ 3,024.00
Sidewalk Condition Survey via Sidewalk-Surface Tester (SST) Data Collection	(Available Upon Request)				
Pedestrian Curb Ramp Non-Compliance Survey & Analysis via Mobile Lidar Data Collection	(Available Upon Request)				
Software Evaluation Needs Assessment	1	Lump Sum	\$ 1,750.00		\$ 1,750.00
Convert Street Layer Polylines to Polygons	344	Test Miles	\$ 19.00		\$ 6,536.00
GIS Polygon to Polyline Conversion	344	Test Miles	\$ 6.00		\$ 2,064.00





Board of Public Works Staff Report

Project/Event: MOU between City of Bloomington Utilities/Utilities Service Board and City of Bloomington Public Works/Board of Public Works

Petitioner/Representative: Public Works

Staff Representative: Adam Wason, Public Works Director

Meeting Date: December 17, 2024

Report: This Memorandum of Understanding agreement with City of Bloomington Utilities/Utilities Service Board and City of Bloomington Public Works/Board of Public Works. CBU regularly needs to repair and replace its utility infrastructure located in the right of way which damages public infrastructure. DPW has the machinery, knowledge and ability to perform these repairs. CBU has the financial ability for fund 4 new DPW positions to staff a team that can provide timely infrastructure repairs.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BLOOMINGTON UTILITIES
AND THE CITY OF BLOOMINGTON DEPARTMENT OF PUBLIC WORKS
FOR UTILITY INFRASTRUCTURE REPAIRS**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Bloomington Utilities Department (“CBU”) by and through its Utilities Service Board (“USB”) and the City of Bloomington Public Works Department (“DPW”) by and through the Board of Public Works (“BPW”).

WHEREAS, the City of Bloomington, Indiana (“City”), pursuant to statutory authority set out in Indiana Code Sections 36-4-9-4 and 36-4-9-5, has established a Department of Public Works which has in turn established a Street and Traffic Department (“Streets”) which acts by and through the City’s BPW, and pursuant to statutory authority set out in Indiana Code Sections 8-1.5-2 and 36-9-23, has established the CBU (for waterworks, sanitary sewer and stormwater) which acts by and through the USB, all of whom are collectively referred to as the Parties throughout this MOU; and

WHEREAS, CBU regularly needs to repair and replace its utility infrastructure located in the right of way which invariably damages public infrastructure such as roads, curbs, sidewalks, etc.; and

WHEREAS, DPW has the machinery, knowledge and ability to perform these repairs after CBU completes maintenance, repairs and replacements due to periodic failure of its infrastructure located within the right of way; and

WHEREAS, CBU has the financial ability to fund four new DPW positions to staff a team that can provide timely public infrastructure repairs in the aftermath of CBU utility maintenance, repairs and replacements due to periodic failure of its infrastructure located in the right of way.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. **Funding:** CBU shall provide funding in the amount of \$289,507.78 for wages plus benefits for four new full time DPW positions with Streets that shall provide timely repairs as needed upon the completion by CBU of utility maintenance, repairs and replacements of utility infrastructure located in the right of way.
2. **Repairs:** Streets shall be responsible for the repair work to all roads & streets, driveways, sidewalks and curbs damaged as a result of any and all maintenance, repairs and replacements of utility infrastructure performed by CBU to utility infrastructure located within the right of way. This repair work shall include the following:
 - a. **For asset failure projects:** For all projects in which CBU must make street cuts to maintain, repair and replace damaged utility infrastructure located in the right of way, Streets shall be responsible for digging out stone, pouring concrete, applying



Board of Public Works Staff Report

Project/Event: Award Contract to E&B Paving for Paving Projects
– Smith Rd, Hagan St & Kingston Dr

Petitioner/Representative: Street Department

Staff Representative: Joe Van Deventer

Meeting Date: December 17, 2024

This project shall include all necessary labor, materials, and equipment for the paving projects on Smith Road, Hagan Street & Kingston Drive.

Bids were opened at the December 16, 2024 Board of Public Works session. E&B Paving LLC was determined the lowest responsive and reasonable bidder with action recommended for Paving Projects.

Milestone Contractors, LP \$ 382,640.00
E&B Paving, LLC \$ 375,573.00



CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: Joe VanDeventer, PW/Street Division
DATE: December 17, 2024
RE: Contract with E&B Paving, LLC – Paving Projects –
Smith Rd, Hagan St, Kingston Dr

Contract Recipient/Vendor Name:	E&B Paving, LLC
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Danna Stephens
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-846
Due Date For Signature:	12/17/2024
Expiration Date of Contract:	12/31/2025
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	\$375,573.00
Funding Source:	101-20-20CRED-54510
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:

Two contractors submitted bids and were opened at the December 16, 2024 work session of the Board of Public Works. The bids were as follows:

E&B Paving, LLC \$ 375,573.00
Milestone Contractors, LP \$ 382,640.00

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS/STREET DIVISION

AND

E&B PAVING, LLC

FOR

PAVING PROJECTS – SMITH RD, HAGAN ST, KINGSTON DR

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works/Street Division through the Board of Public Works (hereinafter CITY), and E&B PAVING, LLC, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for This project shall include, but is not limited to, the cost to furnish complete laid in place for resurfacing, all materials, milling, dig out (as indicated), paving and compaction equipment, labor, trucking, and pavement markings.

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 516-13 *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 three hundred and sixty-five (365) 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 (LUMP SUM) \$375,573.00 (Three hundred seventy-five thousand five hundred seventy-three dollars) for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

3.03 The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.04 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his or her own and all subcontracted employees, to City Engineer or his or her representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

3.06 **Engineer** The City Engineer or Director of Street Operations shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Bid Form, the Owner requires that retainage be held as set out below.

4.02 **Retainage Amount** The retainage amount shall be five percent (5%) of the dollar value of all work satisfactorily completed and shall be withheld until the Contract work is complete. The retainage amount shall be placed in an escrow account with an escrow agent or shall be held by the Board of Public Works ("Board"). Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent.

4.03 **Escrow Agent** If an escrow agent is used, the escrow agent, Owner and Contractor shall enter into a written escrow agreement and Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.04 **Board** If the retainage is held by the Board, the Owner shall place the funds so retained in a retainage account with the Board. Such deposit shall be made within three business days after the date such payments are made to Contractor. No income will be earned or will be payable on the deposit.

4.05 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of Owner, at which time Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall

prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

4.06 Payment of Retainage Amount by the Board The Board shall hold the retainage until notice from the Owner that the Contract work has been substantially completed to the reasonable satisfaction of the Owner. At this time, the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the Board to pay the Contractor the retainage. No interest will have been earned or will be payable. Nothing in this section shall prohibit Owner from requiring the Board to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

4.07 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, the Owner may direct the escrow agent or the Board to retain and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent or the Board shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by the Owner or another party under contract with Owner, said funds shall be released to Owner.

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his or her services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his or her surety, shall pay the difference to CITY.

5.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he or she shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his or her representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his or her Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his or her Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his or her Surety for his or her failure to complete the work in the time specified.

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

5.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

5.03 Successors and Assigns

5.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04 Extent of Agreement: Integration

5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

5.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope

of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above. **5.05 Insurance**

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him or her from the claims set forth below which may arise out of or result from CONTRACTOR’S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limit</u>
A. Worker’s Compensation & Disability	Statutory Requirements
B. B. Employer’s Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate. Deductible shall not be more than \$10,000.
F. Cyber Attack and Cyber Extortion	
Computer Attack Limit (Annual Aggregate)	\$1,000,000
Sublimit (Per Occurrence) for Cyber Extortion	\$100,000
Computer Attack and Cyber Extortion deductible (per occurrence)	\$10,000
G. Network Security Liability	
Limit (Annual Aggregate)	\$1,000,000
Deductible (per occurrence)	\$10,000
H. Electronic Media Liability	
Limit (Annual Aggregate)	\$1,000,000
Deductible (Per Occurrence)	\$10,000
I. Fraudulent Impersonator Coverage	
Limit (Annual Aggregate)	\$250,000
Deductible (Per Occurrence)	\$5,000

5.05.02 CONTRACTOR’S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and Independent

Contractors.

5.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

5.06 Necessary Documentation CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with Bloomington Municipal Code 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification.

CONTRACTOR understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If CONTRACTOR believes that a City employee engaged in such conduct towards CONTRACTOR and/or any of its employees, CONTRACTOR or its employees may file a complaint with the City department head in charge of the CONTRACTOR'S work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

5.10 Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he or she shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR’S Performance Bond.

5.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

5.13 Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.13.01 The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board’s final settlement with the CONTRACTOR.

5.14 Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington	E&B Paving, LLC
Attn: Joe VanDeventer	Attn: Garrett Gough
P.O. Box 100 Suite 130	2520 W Industrial Park Drive
Bloomington, Indiana 47404	Bloomington, IN 47404

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party’s right to demand later compliance with the same or other provisions of this Agreement.

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the “Scope of Work” of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

“Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.”

5.17.03 Domestic Foundry products are defined as follows:

“Products cast from ferrous and nonferrous metals by foundries in the United States.”

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 Verification of Employees’ Immigration Status

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Attachment C, affirming that Contractor does not knowingly employ an unauthorized alien. “Unauthorized alien” is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors’ certifications throughout the term of this Agreement with the City.

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR’S employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR’S employee drug testing program throughout the term of this project.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: _____

City of Bloomington

BY: _____
Kyla Cox Deckard, President

BY: _____
Contractor Representative

Elizabeth Karon, Vice President

Printed Name

James Roach, Secretary

Title of Contractor Representative

Kerry Thompson, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

PAVING PROJECTS – SMITH RD, HAGAN ST, KINGSTON DR

This project shall include, but is not limited to, the cost to furnish complete laid in place for resurfacing, all materials, milling, dig out (as indicated), paving and compaction equipment, labor, trucking, and pavement markings.

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 #: _____



Board of Public Works Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 101 - General Fund (S0101)											
Department 01 - Animal Shelter											
Program 010000 - Main											
Account 43430 - Animal Adoption Fees											
Madison Aguirre	AGUIRRE-112324	01-refund adoption fee canine-11/23/24	Paid by Check # 79500		12/10/2024	12/10/2024	12/20/2024		12/20/2024	100.00	
Nils Hjortnaes	HJORTNAES-120224	01-refund adoption fee canine-12/2/24	Paid by Check # 79504		12/10/2024	12/10/2024	12/20/2024		12/20/2024	100.00	
Jessica Oliver	OLIVER-112224	01-refund adoption fee-kitten-deceased-11/22/24	Paid by Check # 79505		12/10/2024	12/10/2024	12/20/2024		12/20/2024	90.00	
									Account 43430 - Animal Adoption Fees Totals	Invoice Transactions 3	<u>\$290.00</u>
Account 52210 - Institutional Supplies											
313 - Fastenal Company	INBLM236960	01-Trash Liners; large binder Clips	Paid by EFT # 63065		12/10/2024	12/10/2024	12/20/2024		12/20/2024	272.82	
4586 - Hill's Pet Nutrition Sales, INC	251244932	01-Credit on Undelivered Product	Paid by EFT # 63088		12/10/2024	12/10/2024	12/20/2024		12/20/2024	(28.24)	
4586 - Hill's Pet Nutrition Sales, INC	251452943	01-Dog, puppy, kitten & cat food	Paid by EFT # 63088		12/10/2024	12/10/2024	12/20/2024		12/20/2024	275.63	
4586 - Hill's Pet Nutrition Sales, INC	251372332	01-Dog, puppy, kitten & cat food	Paid by EFT # 63088		12/10/2024	12/10/2024	12/20/2024		12/20/2024	160.36	
4574 - John Deere Financial f.s.b. (Rural King)	304645	01-Rabbit Food-timothy hay	Paid by Check # 79484		12/10/2024	12/10/2024	12/20/2024		12/20/2024	12.99	
4549 - Kroger Limited Partnership I	053414	01-Rabbit food-cilantro, turnip greens, parsley	Paid by Check # 79485		12/10/2024	12/10/2024	12/20/2024		12/20/2024	13.39	
4633 - Midwest Veterinary Supply, INC	23704792-050	01-vinyl exam gloves (L)	Paid by EFT # 63146		12/10/2024	12/10/2024	12/20/2024		12/20/2024	45.95	
4633 - Midwest Veterinary Supply, INC	23590675-100	01-Sanitizer cleaner-Rescue Concentrate 55 gallon drum	Paid by EFT # 63146		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,820.08	
4633 - Midwest Veterinary Supply, INC	23777809-050	01-vinyl exam gloves (L)	Paid by EFT # 63146		12/10/2024	12/10/2024	12/20/2024		12/20/2024	23.35	
4633 - Midwest Veterinary Supply, INC	23777809-000	01-Antifungal, antiparasitics, vet supplies	Paid by EFT # 63146		12/10/2024	12/10/2024	12/20/2024		12/20/2024	291.81	
4137 - Patterson Veterinary Supply, INC	3033997226	01-Anitparasitic, rabbit food	Paid by EFT # 63177		12/10/2024	12/10/2024	12/20/2024		12/20/2024	57.05	
									Account 52210 - Institutional Supplies Totals	Invoice Transactions 11	<u>\$2,945.19</u>
Account 53130 - Medical											
6529 - BloomingPaws, LLC	728433	01-Vet exam and diagnostics -Sophie	Paid by EFT # 62996		12/10/2024	12/10/2024	12/20/2024		12/20/2024	71.90	
6529 - BloomingPaws, LLC	728327	01-Vet exam and treatment-Bryn	Paid by EFT # 62996		12/10/2024	12/10/2024	12/20/2024		12/20/2024	71.08	
6529 - BloomingPaws, LLC	728323	01-Dental surgery-Miss Marple	Paid by EFT # 62996		12/10/2024	12/10/2024	12/20/2024		12/20/2024	258.40	



Board of Public Works Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53130 - Medical										
6529 - BloomingPaws, LLC	728322	01-Spay/Neuter surgery-Sophie	Paid by EFT # 62996		12/10/2024	12/10/2024	12/20/2024		12/20/2024	110.80
6529 - BloomingPaws, LLC	728321	01-X ray, medical exam-Loki	Paid by EFT # 62996		12/10/2024	12/10/2024	12/20/2024		12/20/2024	396.10
6529 - BloomingPaws, LLC	728316	01-Neuter Surgery-Lisa	Paid by EFT # 62996		12/10/2024	12/10/2024	12/20/2024		12/20/2024	108.72
6529 - BloomingPaws, LLC	728297	01-Neuter Surgery-Calypso	Paid by EFT # 62996		12/10/2024	12/10/2024	12/20/2024		12/20/2024	108.72
6529 - BloomingPaws, LLC	728220	01-X rays, vet exam-Athena	Paid by EFT # 62996		12/10/2024	12/10/2024	12/20/2024		12/20/2024	185.60
6529 - BloomingPaws, LLC	728086	01-Medical exam-Bryn	Paid by EFT # 62996		12/10/2024	12/10/2024	12/20/2024		12/20/2024	196.35
6529 - BloomingPaws, LLC	728046	01-Heartworm treatment-Ol Goodboi	Paid by EFT # 62996		12/10/2024	12/10/2024	12/20/2024		12/20/2024	251.58
6529 - BloomingPaws, LLC	728036	01-Wound repair-Puppy-11/18/24	Paid by EFT # 62996		12/10/2024	12/10/2024	12/20/2024		12/20/2024	115.20
6529 - BloomingPaws, LLC	727696	01-Heartworm treatment-Quinn	Paid by EFT # 62996		12/10/2024	12/10/2024	12/20/2024		12/20/2024	169.28
175 - Monroe County Humane Association, INC	49332	01-X Rays-Pork Chop	Paid by EFT # 63151		12/10/2024	12/10/2024	12/20/2024		12/20/2024	20.00
175 - Monroe County Humane Association, INC	49347	01-Spay/Neuter Surgeries-11/26/24	Paid by EFT # 63151		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,106.50
54639 - Shake Veterinary Services, INC (Town & Country Vet	12048	01-Spay/Neuter Surgeries-11/26/24	Paid by EFT # 63210		12/10/2024	12/10/2024	12/20/2024		12/20/2024	560.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	11820	01-Diagnostic Exam-Chewie	Paid by EFT # 63210		12/10/2024	12/10/2024	12/20/2024		12/20/2024	54.74
54639 - Shake Veterinary Services, INC (Town & Country Vet	11605	01-Spay, x rays & diagnostics-11/13 & 11/19/24	Paid by EFT # 63210		12/10/2024	12/10/2024	12/20/2024		12/20/2024	703.24
					Account 53130 - Medical Totals			Invoice Transactions 17		\$4,488.21
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	99000380032	01-Gas-Travel to Euthanasia Conf-Ft Wayne-Farmer-10/29/24	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	30.79
3560 - First Financial Bank / Credit Cards	284749-TAXCREDIT	01-Holiday Inn-Refund-salex tax charged-C Farmer -10/27-10/28	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	(42.60)
					Account 53230 - Travel Totals			Invoice Transactions 2		(\$11.81)



Board of Public Works Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53510 - Electrical Services										
223 - Duke Energy	19-12.06.24-FAC	19-Fac Summary Elec Billing-10/26/24-11/25/2024	Paid by Check # 79460		12/11/2024	12/11/2024	12/11/2024		12/11/2024	59.47
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>59.47</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	15379-0011124	01-ACC-water/sewer bill-November 2024	Edit		12/18/2024	12/18/2024	12/18/2024			623.00
								Account 53530 - Water and Sewer Totals	Invoice Transactions 1	<u>623.00</u>
Account 53610 - Building Repairs										
656 - B&L Sheet Metal and Roofing, INC	2197957	01-SA-Roof repairs from storm & maintenance	Paid by EFT # 62984		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,250.00
								Account 53610 - Building Repairs Totals	Invoice Transactions 1	<u>1,250.00</u>
Account 53650 - Other Repairs										
3560 - First Financial Bank / Credit Cards	266531	01-Vanco-Dishwasher Repair 10/09/24 & 10/24/24	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	913.99
								Account 53650 - Other Repairs Totals	Invoice Transactions 1	<u>913.99</u>
Account 53990 - Other Services and Charges										
3929 - IDEXX Laboratories, INC	1124165023	01-Bloodwork-Puggles/Sophie/Mango/Samwise Gamgee	Paid by EFT # 63094		12/10/2024	12/10/2024	12/20/2024		12/20/2024	287.99
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>287.99</u>
								Program 010000 - Main Totals	Invoice Transactions 38	<u>\$10,846.04</u>
								Department 01 - Animal Shelter Totals	Invoice Transactions 38	<u>\$10,846.04</u>
Department 02 - Public Works										
Program 020000 - Main										
Account 46060 - Other Violations										
Isaiah Carter	CARTER-111324	26-Customer paid ticket and then it was voided	Paid by Check # 79502		12/10/2024	12/10/2024	12/20/2024		12/20/2024	30.00
Levi Eastwood	EATWOOD-112224	26-Customer overpaid citation, unable to contact customer	Paid by Check # 79503		12/10/2024	12/10/2024	12/20/2024		12/20/2024	10.00
Anne Sterling	STERLING-111924	26-Customer paid ticket and then it was voided	Paid by Check # 79506		12/10/2024	12/10/2024	12/20/2024		12/20/2024	30.00
								Account 46060 - Other Violations Totals	Invoice Transactions 3	<u>70.00</u>



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Fund 101 - General Fund (S0101)											
Department 02 - Public Works											
Program 020000 - Main											
Account 52420 - Other Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1GGW-H9KL-LVQY	02-Logitech Rugged Folio for iPad	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	187.36	
8613 - Crane's Leather & Shoe Shop, INC	8119	02-Winter weather gear and safety shoes - D. Polson-11/18	Paid by EFT # 63037		12/10/2024	12/10/2024	12/20/2024		12/20/2024	400.00	
8613 - Crane's Leather & Shoe Shop, INC	8123	02-Winter weather gear and safety shoes - R. Pfeiffer-11/20	Paid by EFT # 63037		12/10/2024	12/10/2024	12/20/2024		12/20/2024	400.00	
8613 - Crane's Leather & Shoe Shop, INC	8124	02-Winter weather gear and safety shoes - J. Lazell-11/22	Paid by EFT # 63037		12/10/2024	12/10/2024	12/20/2024		12/20/2024	400.00	
8613 - Crane's Leather & Shoe Shop, INC	8125	02-Winter weather gear and safety shoes - D. Chandler-11/22	Paid by EFT # 63037		12/10/2024	12/10/2024	12/20/2024		12/20/2024	397.50	
									Account 52420 - Other Supplies Totals	Invoice Transactions 5	<u>\$1,784.86</u>
Account 53230 - Travel											
3560 - First Financial Bank / Credit Cards	6437836824	02-Hotel-Tobias Leadership Event-Indy-A. Wason	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	150.32	
									Account 53230 - Travel Totals	Invoice Transactions 1	<u>\$150.32</u>
Account 53320 - Advertising											
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006739751	19-Legal Postings - Showers Lighting-Order #10675399	Paid by EFT # 63073		12/10/2024	12/10/2024	12/20/2024		12/20/2024	139.84	
									Account 53320 - Advertising Totals	Invoice Transactions 1	<u>\$139.84</u>
Account 53990 - Other Services and Charges											
3560 - First Financial Bank / Credit Cards	11424	02-City Vehicle Car Wash A. Wason	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	12.00	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$12.00</u>
Account 54510 - Other Capital Outlays											
4156 - Pyramid Equipment, INC	27121	06-2024 Peterbilt 548 Rear Loading Sanitation Trucks	Paid by EFT # 63189		12/10/2024	12/10/2024	12/20/2024		12/20/2024	167,177.00	
									Account 54510 - Other Capital Outlays Totals	Invoice Transactions 1	<u>\$167,177.00</u>
									Program 020000 - Main Totals	Invoice Transactions 12	<u>\$169,334.02</u>
									Department 02 - Public Works Totals	Invoice Transactions 12	<u>\$169,334.02</u>



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Fund 101 - General Fund (S0101)										
Department 03 - City Clerk										
Program 030000 - Main										
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	HJDNWD	03-Airfare-Victory Conference- Washington DC- Bolden-12/4-12/8	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	427.95
							Account 53230 - Travel Totals		Invoice Transactions 1	<u>\$427.95</u>
							Program 030000 - Main Totals		Invoice Transactions 1	<u>\$427.95</u>
							Department 03 - City Clerk Totals		Invoice Transactions 1	<u>\$427.95</u>
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 52420 - Other Supplies										
53442 - Paragon Micro, INC	S5179876	04-Ultra-Compact Desktop, Battery Backup USB	Paid by EFT # 63175		12/10/2024	12/10/2024	12/20/2024		12/20/2024	74.99
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$74.99</u>
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	110124	04-BW-CJMC Art Event-table for 6-11/14/24	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	450.00
7482 - Jane G Kupersmith	ADC-11.2024	04-per diem/hotel/pkg/airfare/Uber-ADC-Baltimore-11/12-11/15	Paid by EFT # 63120		12/10/2024	12/10/2024	12/20/2024		12/20/2024	3,181.02
							Account 53160 - Instruction Totals		Invoice Transactions 2	<u>\$3,631.02</u>
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	7482666	04-KY-IN RiverLink Toll-H. Warren-Artist Reisz-June 2024	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	20.16
3560 - First Financial Bank / Credit Cards	3706	04-Sonesta Hotel-Baltimore-Kupersmith-11/12-11/14/24	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	230.12
3560 - First Financial Bank / Credit Cards	3706-Credit	04-Sonesta Hotel-Baltimore-tax credit-Kupersmith	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	(58.34)
							Account 53230 - Travel Totals		Invoice Transactions 3	<u>\$191.94</u>
Account 53910 - Dues and Subscriptions										
8051 - Community Climate Solutions	1117	04-Zero in Bloomington 2024 Program Fee	Paid by EFT # 63031		12/10/2024	12/10/2024	12/20/2024		12/20/2024	7,000.00
3560 - First Financial Bank / Credit Cards	17368-2024	04-CODAworx - Annual Subscription-11/18/24-11/18/25	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	500.00



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Fund 101 - General Fund (S0101)										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	09s67u68	04-Form Approvals-Google Addon-3 mo sub	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	30.00
3560 - First Financial Bank / Credit Cards	MC20441439	04- MailChimp Monthly Subscription - Nov 2024	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	45.00
							Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 4	<u>\$7,575.00</u>
							Program 040000 - Main Totals		Invoice Transactions 10	<u>\$11,472.95</u>
Program 04CRED - ESD CRED										
Account 53960 - Grants										
8489 - MPI Solar, LLC	1339	04-SEEL Solar Addendum-Community Kitchen-Solar PV System	Paid by EFT # 63157		12/10/2024	12/10/2024	12/20/2024		12/20/2024	25,000.00
8489 - MPI Solar, LLC	1340	04-SEEL Solar Addendum-Janko's Little Zagreb-Solar PV System	Paid by EFT # 63157		12/10/2024	12/10/2024	12/20/2024		12/20/2024	25,000.00
8489 - MPI Solar, LLC	1341	04-SEEL Solar Addendum-A.V.U.C.- Solar PV System	Paid by EFT # 63157		12/10/2024	12/10/2024	12/20/2024		12/20/2024	25,000.00
							Account 53960 - Grants Totals		Invoice Transactions 3	<u>\$75,000.00</u>
							Program 04CRED - ESD CRED Totals		Invoice Transactions 3	<u>\$75,000.00</u>
							Department 04 - Economic & Sustainable Dev Totals		Invoice Transactions 13	<u>\$86,472.95</u>
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	3168547	06-GFOA Code of Ethics Review - McClellan	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	200.00
3560 - First Financial Bank / Credit Cards	3168549	06-GFOA Annual GAAP Update - McClellan	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	180.00
3560 - First Financial Bank / Credit Cards	3168550	06-GFOA Rethinking Budgeting registration	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	50.00
							Account 53160 - Instruction Totals		Invoice Transactions 3	<u>\$430.00</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops										
50587 - Barnes & Thornburg LLP	3336640	06-October 2024 Legal serv-Sudbury/Summit Housing Development	Paid by EFT # 62988		12/10/2024	12/10/2024	12/20/2024		12/20/2024	2,152.50



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Fund 101 - General Fund (S0101)											
Department 06 - Controller's Office											
Program 060000 - Main											
Account 53170 - Mgt. Fee, Consultants, and Workshops											
50587 - Barnes & Thornburg LLP	3336641	06-ARPA compliance advice - October 2024	Paid by EFT # 62988		12/10/2024	12/10/2024	12/20/2024		12/20/2024	7,778.00	
									Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice Transactions 2	<u>\$9,930.50</u>
Account 53230 - Travel											
8248 - Cheryl Gilliland	083024	06-Rental car reimbursement-2024 GFOA Conf. 6/8-6/12 Orlando	Paid by EFT # 63074		12/10/2024	12/10/2024	12/20/2024		12/20/2024	368.90	
									Account 53230 - Travel Totals	Invoice Transactions 1	<u>\$368.90</u>
Account 53320 - Advertising											
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006739938B	06-Addtl Appropriations Public Notice 10/01/24	Paid by EFT # 63073		12/10/2024	12/10/2024	12/20/2024		12/20/2024	17.50	
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006807860A	06-Additional Appropriations legals ad 11/8/24 & 11/27/24	Paid by EFT # 63073		12/10/2024	12/10/2024	12/20/2024		12/20/2024	109.88	
									Account 53320 - Advertising Totals	Invoice Transactions 2	<u>\$127.38</u>
Account 53990 - Other Services and Charges											
391 - O. W. Krohn & Associates, LLP	SUMMIT-8.31.24	06-prof serv w/ general acct & Summit Proj-through 8/31/24	Paid by EFT # 63166		12/10/2024	12/10/2024	12/20/2024		12/20/2024	6,400.00	
391 - O. W. Krohn & Associates, LLP	SUMMIT-9.30.24	06-prof serv w/ general acct & Summit Proj-through 9/30/24	Paid by EFT # 63166		12/10/2024	12/10/2024	12/20/2024		12/20/2024	5,040.00	
391 - O. W. Krohn & Associates, LLP	SUMMIT-10.31.24	06-prof serv w general acct & Sudbury/Summit Proj- 10-31-24	Paid by EFT # 63166		12/10/2024	12/10/2024	12/20/2024		12/20/2024	3,120.00	
5648 - Reedy Financial Group, PC	11734	06-Admin/Bond Closing/Financial Plan-11/30/24	Paid by EFT # 63196		12/10/2024	12/10/2024	12/20/2024		12/20/2024	14,677.44	
5648 - Reedy Financial Group, PC	11736	06-Admin/TIF Financial Consulting/TIF Reporting-11/30/24	Paid by EFT # 63196		12/10/2024	12/10/2024	12/20/2024		12/20/2024	5,916.83	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 5	<u>\$35,154.27</u>
									Program 060000 - Main Totals	Invoice Transactions 13	<u>\$46,011.05</u>
									Department 06 - Controller's Office Totals	Invoice Transactions 13	<u>\$46,011.05</u>



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Fund 101 - General Fund (S0101)											
Department 07 - Engineering											
Program 070000 - Main											
Account 52420 - Other Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19WR-MTR9-LNR9	07-IPad Keyboard cases for Engineering staff (4)	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	187.36	
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1CPN-7VHM-7YKV	07-(4) IPad Keyboard cases	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	498.12	
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1G6V-VRRP-DYJH	07-IPad Keyboard case K. Baugh	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	124.53	
53442 - Paragon Micro, INC	S5180601	07-Laptop, Dock, Breifcase for K. Knoke	Paid by EFT # 63175		12/10/2024	12/10/2024	12/20/2024		12/20/2024	2,024.97	
								Account 52420 - Other Supplies Totals		Invoice Transactions 4	\$2,834.98
Account 53320 - Advertising											
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006807958	07-Legal Public Notice, Order #10772655, & 10773102	Paid by EFT # 63073		12/10/2024	12/10/2024	12/20/2024		12/20/2024	459.04	
								Account 53320 - Advertising Totals		Invoice Transactions 1	\$459.04
Account 53910 - Dues and Subscriptions											
3560 - First Financial Bank / Credit Cards	1099883	07-Doxpop Subscription for access to public records 11/13/24	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	45.90	
								Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1	\$45.90
Account 53990 - Other Services and Charges											
4898 - Oman Systems, INC	76731	07-(3 Project Managers) Oman Bid-Tabs -IN Licenses	Paid by EFT # 63171		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,980.00	
53442 - Paragon Micro, INC	S5185735	07-Bluebeam Annual Sub-11/8/24-8/23/25-K. Knoke	Paid by EFT # 63175		12/10/2024	12/10/2024	12/20/2024		12/20/2024	274.99	
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 2	\$2,254.99
Account 54440 - Motor Equipment											
244 - Bloomington Ford, INC	26214	07-New vehicle 2024 Ford Maverick XLT07-Unit # 232	Paid by EFT # 63000		12/10/2024	12/10/2024	12/20/2024		12/20/2024	31,687.25	
								Account 54440 - Motor Equipment Totals		Invoice Transactions 1	\$31,687.25
								Program 070000 - Main Totals		Invoice Transactions 9	\$37,282.16
								Department 07 - Engineering Totals		Invoice Transactions 9	\$37,282.16



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Fund 101 - General Fund (S0101)										
Department 09 - CFRD										
Program 090000 - Main										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1FFC-JDFT- YG6K	09-24 Hooks for Decorating at Switchyard Pavilion- CFRD Events	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	25.59
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$25.59</u>
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	11.27.24	09-Constant Contact Newsletter Subscription- November 2024	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	157.00
								Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	<u>\$157.00</u>
Account 53960 - Grants										
9568 - Apex Train LLC	VIOLREDGRAN T-24'	09-2024 Violence Reduction Grant-APEX Community Safety Training	Paid by EFT # 62976		12/10/2024	12/10/2024	12/20/2024		12/20/2024	25,000.00
203 - INDIANA UNIVERSITY	74219	09-Annual Conf-Aging Contract-aird spots Aug 2024	Paid by Check # 79481		12/10/2024	12/10/2024	12/20/2024		12/20/2024	375.00
18311 - New Leaf/New Life, INC	VIOLREDGRAN T-24'	09-2024 Violence Reduction Grant-Re- Entry Program Supplie	Paid by EFT # 63164		12/10/2024	12/10/2024	12/20/2024		12/20/2024	25,000.00
								Account 53960 - Grants Totals	Invoice Transactions 3	<u>\$50,375.00</u>
								Program 090000 - Main Totals	Invoice Transactions 5	<u>\$50,557.59</u>
								Department 09 - CFRD Totals	Invoice Transactions 5	<u>\$50,557.59</u>
Department 10 - Legal										
Program 100000 - Main										
Account 53120 - Special Legal Services										
50587 - Barnes & Thornburg LLP	3336641	06-ARPA compliance advice - October 2024	Paid by EFT # 62988		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,022.50
50587 - Barnes & Thornburg LLP	3336642	10-Gen. Municipal Advice-RE Trades District-October 2024	Paid by EFT # 62988		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,906.50
19660 - Bose McKinney & Evans, LLP	895394	10- General Municipal Advice-RE John Waldron Ctr-Oct 2024	Paid by EFT # 63006		12/10/2024	12/10/2024	12/20/2024		12/20/2024	421.00
								Account 53120 - Special Legal Services Totals	Invoice Transactions 3	<u>\$3,350.00</u>



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Fund 101 - General Fund (S0101)										
Department 10 - Legal										
Program 100000 - Main										
Account 53230 - Travel										
8997 - Audrey Brittingham	ICLEF-8.2024	10-reimb mileage- ICLEF-Indy-8/24/2024	Paid by EFT # 63011		12/10/2024	12/10/2024	12/20/2024		12/20/2024	97.82
							Account 53230 - Travel Totals		Invoice Transactions 1	\$97.82
							Program 100000 - Main Totals		Invoice Transactions 4	\$3,447.82
							Department 10 - Legal Totals		Invoice Transactions 4	\$3,447.82
Department 11 - Mayor's Office										
Program 110000 - Main										
Account 53160 - Instruction										
9158 - Krista Padgett	MV20241203	11- Prof Instruc. Serv- M. VanSchaik 2 Sessions Nov/Dec	Paid by EFT # 63174		12/10/2024	12/10/2024	12/20/2024		12/20/2024	800.00
							Account 53160 - Instruction Totals		Invoice Transactions 1	\$800.00
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	JBNPH2Y789R	11-US Conference of Mayors Reg Fee- Thomson- 01/17/25- 01/19/25	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,500.00
							Account 53230 - Travel Totals		Invoice Transactions 1	\$1,500.00
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	SIB-2217867	11-Brevo Subscription 10.30-11.30.2024	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	181.00
3560 - First Financial Bank / Credit Cards	17194796	11-Lucid Subscription 11.06-12.06.2024	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	9.95
3560 - First Financial Bank / Credit Cards	BF6D0A9C- 0003	11-Sendible Renewal-7 users- 11.07.24- 11.07.2025	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,671.60
							Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 3	\$1,862.55
Account 53960 - Grants										
4201 - One World Catering, LLC	E19297	11-Boards & Commissions Appreciation Event 2024-12/6	Paid by EFT # 63172		12/10/2024	12/10/2024	12/20/2024		12/20/2024	2,407.14
							Account 53960 - Grants Totals		Invoice Transactions 1	\$2,407.14
Account 53990 - Other Services and Charges										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1NYV-FYDL- 39C3	11-Constitution for Swearing In Ceremonies	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	29.97



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Fund 101 - General Fund (S0101)										
Department 11 - Mayor's Office										
Program 110000 - Main										
Account 53990 - Other Services and Charges										
6530 - Office Depot, INC	394445774001	11- Desk for Desiree's Office	Paid by EFT # 63168		12/10/2024	12/10/2024	12/20/2024		12/20/2024	661.59
6530 - Office Depot, INC	398667292001	11-CR-Desk-Desiree's Office-returned portion- #394445774001	Paid by EFT # 63168		12/10/2024	12/10/2024	12/20/2024		12/20/2024	(43.86)
53442 - Paragon Micro, INC	S5181164	11-AC Adapter & Briefcase for Taylor Brown	Paid by EFT # 63175		12/10/2024	12/10/2024	12/20/2024		12/20/2024	88.98
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 4	<u>\$736.68</u>
							Program 110000 - Main Totals		Invoice Transactions 10	<u>\$7,306.37</u>
							Department 11 - Mayor's Office Totals		Invoice Transactions 10	<u>\$7,306.37</u>
Department 12 - Human Resources										
Program 120000 - Main										
Account 53160 - Instruction										
9548 - Pauli Escobedo	1	12-Training Instruction Consultation-8/21/24	Paid by EFT # 63062		12/10/2024	12/10/2024	12/20/2024		12/20/2024	10,000.00
3560 - First Financial Bank / Credit Cards	115267	12-S Pechac AIM Impact Winter Meeting Fee	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	25.00
							Account 53160 - Instruction Totals		Invoice Transactions 2	<u>\$10,025.00</u>
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	24343217	12-S Johnson Toll Charge for Traveling to KSU Recruit Event	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	10.44
							Account 53230 - Travel Totals		Invoice Transactions 1	<u>\$10.44</u>
Account 53320 - Advertising										
9148 - Office Easel LLC	127743A	12-Rack Cards (500)	Paid by EFT # 63169		12/10/2024	12/10/2024	12/20/2024		12/20/2024	230.00
							Account 53320 - Advertising Totals		Invoice Transactions 1	<u>\$230.00</u>
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	CMSH81615	12-C Mevis SHRM Membership Refund	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	(264.00)
3560 - First Financial Bank / Credit Cards	CMSH81613	12-K Scales SHRM Membership Refund	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	(220.00)
3560 - First Financial Bank / Credit Cards	CMSH81761	12-L Anderson SHRM Membership Refund	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	(264.00)
							Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 3	<u>(\$748.00)</u>
Account 53990 - Other Services and Charges										
8882 - Employers Choice Online INC	64573	12-background checks - (4) November 2024	Paid by EFT # 63060		12/10/2024	12/10/2024	12/20/2024		12/20/2024	160.76



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Fund 101 - General Fund (S0101)										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	3928	12-SCIHRA Meeting Guest Pass - K Mullen	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	35.00
3560 - First Financial Bank / Credit Cards	398	12-garland and balloons for employee luncheon event-Oct 2024	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	548.00
3560 - First Financial Bank / Credit Cards	0000 11.15.24	12-Best Places to Work in Indiana Survey	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	2,220.00
9533 - KPro , INC (HRPro)	138405	12 -COBRA Monthly Administration - December 2024	Paid by EFT # 63115		12/10/2024	12/10/2024	12/20/2024		12/20/2024	45.00
9148 - Office Easel LLC	10607	12-Department Apparel - HR Staff-polo, cardigan	Paid by EFT # 63169		12/10/2024	12/10/2024	12/20/2024		12/20/2024	144.86
9148 - Office Easel LLC	10567	12-Department Apparel - HR Staff-v-neck, sweatshirt, henley	Paid by EFT # 63169		12/10/2024	12/10/2024	12/20/2024		12/20/2024	786.56
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 7	<u>\$3,940.18</u>
							Program 120000 - Main Totals		Invoice Transactions 14	<u>\$13,457.62</u>
							Department 12 - Human Resources Totals		Invoice Transactions 14	<u>\$13,457.62</u>
Department 13 - Planning										
Program 130000 - Main										
Account 42080 - F.H.W.A. Planning										
585 - Bloomington Public Transportation Corporation	MPOFY2024Q4	13- FY 24 Unified Plan. Work Pro.Q4 Real Estate/Green Line Study	Paid by EFT # 63002		12/10/2024	12/10/2024	12/20/2024		12/20/2024	55,851.18
199 - Monroe County Government	MPOFY2024Q4	13- FY 2024 Unified Planning Work Pro. Q4 Asset Management	Paid by EFT # 63150		12/10/2024	12/10/2024	12/20/2024		12/20/2024	7,310.02
							Account 42080 - F.H.W.A. Planning Totals		Invoice Transactions 2	<u>\$63,161.20</u>
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1DQD-6DVJ-CP14	13-Post-it notes and pads, dry erase markers, desk calendar	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	35.49
							Account 52110 - Office Supplies Totals		Invoice Transactions 1	<u>\$35.49</u>
Account 52420 - Other Supplies										
3404 - J.R. Watkins & Family, INC (Signs Now-Abacadabra)	16990	13- Refurbished nameplate for BZA member John Fernandez	Paid by EFT # 63110		12/10/2024	12/10/2024	12/20/2024		12/20/2024	26.00



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Fund 101 - General Fund (S0101)											
Department 13 - Planning											
Program 130000 - Main											
Account 52420 - Other Supplies											
53442 - Paragon Micro, INC	S5178564	13- 22" Computer Monitor for Planning Intern	Paid by EFT # 63175		12/10/2024	12/10/2024	12/20/2024		12/20/2024	139.99	
									Account 52420 - Other Supplies Totals	Invoice Transactions 2	<u>\$165.99</u>
Account 53230 - Travel											
3560 - First Financial Bank / Credit Cards	40622	13-Sales Tax Credit from Katie Gandhi	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	(77.01)	
3560 - First Financial Bank / Credit Cards	997273 A	13-Hilton-Ft Wayne-OKI Conf.-Brown-11/20-11/21	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	328.00	
3560 - First Financial Bank / Credit Cards	997499 A	13-Hilton-Ft Wayne-OKI Conf.-Holbrow-11/20-11/21/24	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	358.00	
3560 - First Financial Bank / Credit Cards	52075	13-Springhill-MPO Conf. Indy-Martin-10/14-10/16	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	558.00	
3560 - First Financial Bank / Credit Cards	103024	13-Uber Drive -Hotel to Denver Airport-Hirtzel-CO-10/30	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	34.60	
8866 - Katie Gandhi	101424-MPOIARC	13- Reimbursement for MPO Conference 10/14/24-10/17/24	Paid by EFT # 63072		12/10/2024	12/10/2024	12/20/2024		12/20/2024	114.00	
									Account 53230 - Travel Totals	Invoice Transactions 6	<u>\$1,315.59</u>
Account 53320 - Advertising											
501 - Karl Clark (KC Designs)	6627	13-Department Logo Envelopes (2,500)	Paid by EFT # 63027		12/10/2024	12/10/2024	12/20/2024		12/20/2024	375.00	
									Account 53320 - Advertising Totals	Invoice Transactions 1	<u>\$375.00</u>
Account 53990 - Other Services and Charges											
3560 - First Financial Bank / Credit Cards	624/KN1X	13- Refund for incorrect charges to credit card	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	(401.72)	
53442 - Paragon Micro, INC	S5178679-PLN	13- Adobe Acrobat Subscription Renewal for Department Users	Paid by EFT # 63175		12/10/2024	12/10/2024	12/20/2024		12/20/2024	14,183.88	
53442 - Paragon Micro, INC	S5174449	13- New Laptop for Planning Services Manager	Paid by EFT # 63175		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,379.99	
53442 - Paragon Micro, INC	S5179525	13- Laptop Chargers for Office Manager & Admin Asst.	Paid by EFT # 63175		12/10/2024	12/10/2024	12/20/2024		12/20/2024	111.98	



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Fund 101 - General Fund (S0101)										
Department 13 - Planning										
Program 130000 - Main										
Account 53990 - Other Services and Charges										
6235 - Toole Design Group, LLC	CMH.00168_19	13-Corridor Study-College & Walnut-45/46 Bypass to Allen-9/27/24	Paid by EFT # 63235		12/10/2024	12/10/2024	12/20/2024		12/20/2024	3,919.96
6235 - Toole Design Group, LLC	CMH.00168_20	13-Corridor Study-College & Walnut-45/46 Bypass to Allen-11/1/24	Paid by EFT # 63235		12/10/2024	12/10/2024	12/20/2024		12/20/2024	972.25
6235 - Toole Design Group, LLC	CMH.00196_16	13- Safe Streets and Roads for All Action Plan thru 11/01/24	Paid by EFT # 63235		12/10/2024	12/10/2024	12/20/2024		12/20/2024	9,906.69
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 7	<u>\$30,073.03</u>
							Program 130000 - Main Totals		Invoice Transactions 19	<u>\$95,126.30</u>
Program 132000 - MPO										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	03D25841YR787962	13- Pollinator Partnership Training-Sr. Environ Planner-Johnson	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	150.00
							Account 53160 - Instruction Totals		Invoice Transactions 1	<u>\$150.00</u>
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	AND62LI	13- Baggage Fee for American Airlines Flight for Melissa Hirt	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	40.00
3560 - First Financial Bank / Credit Cards	00113839	13-Airport Parking for Melissa Hirtzel 10/26/24-10/30/24	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	45.00
							Account 53230 - Travel Totals		Invoice Transactions 2	<u>\$85.00</u>
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006807911	13- MPO Transportation Improvement Program Legal Ad	Paid by EFT # 63073		12/10/2024	12/10/2024	12/20/2024		12/20/2024	40.28
							Account 53320 - Advertising Totals		Invoice Transactions 1	<u>\$40.28</u>
Account 53990 - Other Services and Charges										
3414 - Burgess & Niple, INC	1171277	13- BMCMP0 2050 Transportation Plan 10/01/24-10/31/24	Paid by EFT # 63015		12/10/2024	12/10/2024	12/20/2024		12/20/2024	13,000.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$13,000.00</u>
							Program 132000 - MPO Totals		Invoice Transactions 5	<u>\$13,275.28</u>
							Department 13 - Planning Totals		Invoice Transactions 24	<u>\$108,401.58</u>



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Fund 101 - General Fund (S0101)											
Department 19 - Facilities Maintenance											
Program 190000 - Main											
Account 52310 - Building Materials and Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1NC1-9NDV-3FMT	19 - 52 inch Ceiling Fan	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	214.00	
293 - J&S Locksmith Shop, INC	262025	19 - Keys (4)	Paid by EFT # 63108		12/10/2024	12/10/2024	12/20/2024		12/20/2024	7.40	
4574 - John Deere Financial f.s.b. (Rural King)	308877A	19- 2 push spreaders for Facilities	Paid by Check # 79484		12/10/2024	12/10/2024	12/20/2024		12/20/2024	399.98	
8658 - Kleindorfer's Hardware LLC	798247	19 - Ladder hooks, sandpaper, push pins, door holders	Paid by EFT # 63116		12/10/2024	12/10/2024	12/20/2024		12/20/2024	48.20	
									Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 4	<u>\$669.58</u>
Account 52430 - Uniforms and Tools											
4574 - John Deere Financial f.s.b. (Rural King)	305502	19-Rags, drum liners, wasp repellent & Lysol - Brighten B-Town	Paid by Check # 79484		12/10/2024	12/10/2024	12/20/2024		12/20/2024	172.89	
19171 - Vestis Group, INC (FKA Aramark)	4080156600	19 - uniform pants for R Flake - 11/21/24	Paid by EFT # 63249		12/10/2024	12/10/2024	12/20/2024		12/20/2024	14.20	
19171 - Vestis Group, INC (FKA Aramark)	4080157539	19 - Uniform Pants for R Flake - 11/28/2024	Paid by EFT # 63249		12/10/2024	12/10/2024	12/20/2024		12/20/2024	14.20	
19171 - Vestis Group, INC (FKA Aramark)	4080158551	19 - uniform pants for R Flake-12/5/2024	Paid by EFT # 63249		12/10/2024	12/10/2024	12/20/2024		12/20/2024	14.20	
									Account 52430 - Uniforms and Tools Totals	Invoice Transactions 4	<u>\$215.49</u>
Account 53510 - Electrical Services											
392 - Koorsen Fire & Security, INC	IN00791183	19- City Hall Fire Alarm System Replacement	Paid by EFT # 63119		12/10/2024	12/10/2024	12/20/2024		12/20/2024	10,010.00	
223 - Duke Energy	19-12.06.24-FAC	19-Fac Summary Elec Billing-10/26/24-11/25/2024	Paid by Check # 79460		12/11/2024	12/11/2024	12/11/2024		12/11/2024	297.41	
									Account 53510 - Electrical Services Totals	Invoice Transactions 2	<u>\$10,307.41</u>
Account 53530 - Water and Sewer											
208 - City Of Bloomington Utilities	5008-001 1124	19-City Hall-water/sewer bill - November 2024	Edit		12/18/2024	12/18/2024	12/18/2024			996.33	
208 - City Of Bloomington Utilities	200249-001 1124	19-Temp Mtr-Graffiti Team-water/sewer bill- November 2024	Edit		12/18/2024	12/18/2024	12/18/2024			16.16	
									Account 53530 - Water and Sewer Totals	Invoice Transactions 2	<u>\$1,012.49</u>
Account 53610 - Building Repairs											
321 - Harrell Fish, INC (HFI)	ZW17147	19-SA City Hall replace atrium baseboard heaters-9/10/24	Paid by EFT # 63084		12/10/2024	12/10/2024	12/20/2024		12/20/2024	7,710.00	



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Fund 101 - General Fund (S0101)										
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	C017363	19 - SA City Hall quarterly planned maintenance December 2024	Paid by EFT # 63084		12/10/2024	12/10/2024	12/20/2024		12/20/2024	2,088.00
321 - Harrell Fish, INC (HFI)	ZW20353	19 - SA City Hall repair units 1.04 and 2.0-11/20/24	Paid by EFT # 63084		12/10/2024	12/10/2024	12/20/2024		12/20/2024	2,544.67
4716 - Hoosier Floor Covering, INC-Carpets Plus Colortile	I-63553	19-Replace Flooring on 1st & 2nd Floor in Council Chambers	Paid by EFT # 63089		12/10/2024	12/10/2024	12/20/2024		12/20/2024	29,603.70
393 - Kone INC	871535290	19 - SA City Hall elevator maintenance December 2024	Paid by EFT # 63118		12/10/2024	12/10/2024	12/20/2024		12/20/2024	387.62
392 - Koorsen Fire & Security, INC	IN00791183	19- City Hall Fire Alarm System Replacement	Paid by EFT # 63119		12/10/2024	12/10/2024	12/20/2024		12/20/2024	4,838.94
60 - Monroe County Solid Waste Management District	32-2024	19 - disposal of fluorescent tubes (410)	Paid by Check # 79489		12/10/2024	12/10/2024	12/20/2024		12/20/2024	41.00
7402 - Nature's Way, INC	66905	19- Monthly Plant Maintenance @ City Hall-12/1/24	Paid by EFT # 63162		12/10/2024	12/10/2024	12/20/2024		12/20/2024	371.10
5534 - Presidio Holdings, INC	6023424006239	19 - repair door access in Trades Garage	Paid by EFT # 63186		12/10/2024	12/10/2024	12/20/2024		12/20/2024	400.00
6688 - SSW Enterprises, LLC (Office Pride)	Inv-234863	19-November 2024 Cleaning Services for Animal care & Control	Paid by EFT # 63217		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,454.05
6688 - SSW Enterprises, LLC (Office Pride)	Inv-234859	19-November 2024 Cleaning Services for City Hall	Paid by EFT # 63217		12/10/2024	12/10/2024	12/20/2024		12/20/2024	12,357.60
6688 - SSW Enterprises, LLC (Office Pride)	Inv-234860	19-November 2024 Cleaning Services for Fleet	Paid by EFT # 63217		12/10/2024	12/10/2024	12/20/2024		12/20/2024	970.71
6688 - SSW Enterprises, LLC (Office Pride)	Inv-234861	19-November 2024 Cleaning Services for Sanitation	Paid by EFT # 63217		12/10/2024	12/10/2024	12/20/2024		12/20/2024	791.04
							Account 53610 - Building Repairs Totals	Invoice Transactions	13	\$63,558.43
							Program 190000 - Main Totals	Invoice Transactions	25	\$75,763.40
							Department 19 - Facilities Maintenance Totals	Invoice Transactions	25	\$75,763.40



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Fund 101 - General Fund (S0101)										
Department 20 - Street										
Program 20CRED - STREET CRED										
Account 54510 - Other Capital Outlays										
5149 - E&B Paving, INC	E&B3RDFRPAT-APP2	20-CCMG 2024-1 W 3rd Street Maint 11/03-12/03/24 App 2	Paid by EFT # 63050		12/10/2024	12/10/2024	12/20/2024		12/20/2024	401,810.00
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions	1	<u>\$401,810.00</u>
							Program 20CRED - STREET CRED Totals	Invoice Transactions	1	<u>\$401,810.00</u>
							Department 20 - Street Totals	Invoice Transactions	1	<u>\$401,810.00</u>
Department 26 - Parking										
Program 26CRED - PARKING CRED										
Account 54510 - Other Capital Outlays										
7453 - Browning Chapman, LLC	BRWNWALNGA R-APP2	26-Walnut Garage-prev maint-period to 10/31/24-App 2	Paid by EFT # 63012		12/10/2024	12/10/2024	12/20/2024		12/20/2024	88,065.00
9150 - Multicraft Fire LLC	1946	26-fire line replacement for Walnut St garage	Paid by EFT # 63159		12/10/2024	12/10/2024	12/20/2024		12/20/2024	14,500.00
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions	2	<u>\$102,565.00</u>
							Program 26CRED - PARKING CRED Totals	Invoice Transactions	2	<u>\$102,565.00</u>
							Department 26 - Parking Totals	Invoice Transactions	2	<u>\$102,565.00</u>
Department 28 - ITS										
Program 280000 - Main										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1C9P-76N3-MWJW	28-(4) USB-C Cables	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	63.96
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1M9G-N9LC-XCJQ	28-(2) Batteries	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	19.96
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1MK6-W76P-X7GM	28-Headset for ITS	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	159.99
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13GX-HG7W-9MH3	28-Memory Card	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	15.99
8670 - Barcodes Acquisition, INC. (Plasco LLC, DBA IDW)	INV7440884	28- 500 ValuProx 26 Bit Proximity - Composite Card	Paid by EFT # 62987		12/10/2024	12/10/2024	12/20/2024		12/20/2024	2,349.50
							Account 52420 - Other Supplies Totals	Invoice Transactions	5	<u>\$2,609.40</u>
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	270467 A	28-Embassy Suites-Dietz-IN Digital Summit-Noblesville-10/29	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	205.86
							Account 53230 - Travel Totals	Invoice Transactions	1	<u>\$205.86</u>



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Fund 101 - General Fund (S0101)											
Department 28 - ITS											
Program 280000 - Main											
Account 53640 - Hardware and Software Maintenance											
53442 - Paragon Micro, INC	S5186094	28-(21) Veeam Software Subscription-12/8/24-12/7/25	Paid by EFT # 63175		12/10/2024	12/10/2024	12/20/2024		12/20/2024	13,079.76	
3989 - Ricoh USA, INC	5069495366ITS	28-City Civil Copier/Printer Maintenance 04/17/24-05/16/24	Paid by EFT # 63201		12/10/2024	12/10/2024	12/20/2024		12/20/2024	2,275.66	
3989 - Ricoh USA, INC	5070559410	28-City Civil Copier/Printer Maintenance 11/01/24-11/30/24	Paid by EFT # 63201		12/10/2024	12/10/2024	12/20/2024		12/20/2024	28.32	
3989 - Ricoh USA, INC	5070559452	28-City Civil Copier/Printer Maintenance 11/01/30-11/30/24	Paid by EFT # 63201		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,800.13	
3989 - Ricoh USA, INC	5070559455	28-City Civil Copier/Printer Maintenance 11/01/30-11/30/24	Paid by EFT # 63201		12/10/2024	12/10/2024	12/20/2024		12/20/2024	21.61	
3989 - Ricoh USA, INC	5070559655	28-City Civil Copier/Printer Maintenance 11/01/30-11/30/24	Paid by EFT # 63201		12/10/2024	12/10/2024	12/20/2024		12/20/2024	295.95	
								Account 53640 - Hardware and Software Maintenance Totals		Invoice Transactions 6	\$17,501.43
Account 53910 - Dues and Subscriptions											
3560 - First Financial Bank / Credit Cards	g5k65ejy	28- BlueSky - Zoom Timer Subscription 11/04/24	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	89.95	
3560 - First Financial Bank / Credit Cards	159424842	28-Squarespace-Domain-bloomingtonmonrecens.us.org-12/24'-12/25'	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	12.00	
3560 - First Financial Bank / Credit Cards	CC72C925-0050	28-Submittable-Application Sub Software 11/27/24-12/27/24	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	119.00	
3560 - First Financial Bank / Credit Cards	INV281788608	28-Zoom - Subscriptions & Storage Fees 11/20/24-12/19/24	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	430.00	



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Fund 101 - General Fund (S0101)											
Department 28 - ITS											
Program 280000 - Main											
Account 53910 - Dues and Subscriptions											
3560 - First Financial Bank / Credit Cards	P16i4eut	28-Google - Website & Application APIs & Domains Nov 2024	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	148.42	
3560 - First Financial Bank / Credit Cards	04347-56972972	28-Canva Subscriptions-11/26/24	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	178.16	
7344 - Periodic INC	1426	28-Online Booking Subscriptions-Nov 2024	Paid by EFT # 63180		12/10/2024	12/10/2024	12/20/2024		12/20/2024	142.50	
8441 - Promevo Holdings, INC (Promevo, LLC)	251680	28- Google Enterprise & gPanel Renewal & Arch 11/01/24-11/30/24	Paid by EFT # 63187		12/10/2024	12/10/2024	12/20/2024		12/20/2024	72.82	
8441 - Promevo Holdings, INC (Promevo, LLC)	251737	28- Google Enterprise & gPanel Renewal & Arch 11/01/24-11/30/24	Paid by EFT # 63187		12/10/2024	12/10/2024	12/20/2024		12/20/2024	142.80	
									Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 9	\$1,335.65
Account 53960 - Grants											
41 - Area 10 Agency On Aging	DEGRANT-2024	28-2024 Digital Equity Grant	Paid by EFT # 62979		12/10/2024	12/10/2024	12/20/2024		12/20/2024	7,000.00	
9573 - Bloomington Food Policy Council	DEGRANT-2024	28-2024 Digital Equity Grant	Paid by EFT # 62999		12/10/2024	12/10/2024	12/20/2024		12/20/2024	870.00	
2002 - Boys & Girls Club Of Bloomington, INC	DEGRANT-2024	28-2024 Digital Equity Grant	Paid by EFT # 63008		12/10/2024	12/10/2024	12/20/2024		12/20/2024	6,000.00	
19922 - Center For Sustainable Living, INC	DEGRANT-2024	28-2024 Digital Equity Grant	Paid by EFT # 63023		12/10/2024	12/10/2024	12/20/2024		12/20/2024	5,100.00	
7033 - Courage to Change Sober Living, INC	DEGRANT-2024	28-2024 Digital Equity Grant	Paid by EFT # 63036		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,300.00	
5675 - Indiana Recovery Alliance	DEGRANT-2024	28-2024 Digital Equity Grant	Paid by EFT # 63098		12/10/2024	12/10/2024	12/20/2024		12/20/2024	2,700.00	
56 - Middle Way House, INC	DEGRANT-2024	28-2024 Digital Equity Grant	Paid by EFT # 63144		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,910.00	
9574 - Mobility Aids Lending INC	DEGRANT-2024	28-2024 Digital Equity Grant	Paid by EFT # 63149		12/10/2024	12/10/2024	12/20/2024		12/20/2024	6,500.00	
64 - Monroe County Public Library	DEGRANT-2024	28-2024 Digital Equity Grant	Paid by EFT # 63152		12/10/2024	12/10/2024	12/20/2024		12/20/2024	8,800.00	
232 - Monroe County United Ministries INC	DEGRANT-2024	28-2024 Digital Equity Grant	Paid by EFT # 63154		12/10/2024	12/10/2024	12/20/2024		12/20/2024	3,970.00	
18311 - New Leaf/New Life, INC	DEGRANT-2024	28-2024 Digital Equity Grant	Paid by EFT # 63164		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,600.00	
700 - Stone Belt ARC, INC	112224-DEG	28-2024 Digital Equity Grant	Paid by EFT # 63223		12/10/2024	12/10/2024	12/20/2024		12/20/2024	3,000.00	
									Account 53960 - Grants Totals	Invoice Transactions 12	\$48,750.00



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Fund 101 - General Fund (S0101)											
Department 28 - ITS											
Program 280000 - Main											
Account 54420 - Purchase of Equipment											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1G3T-K6G7-F6X1	28-(2) Snap-Fit	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	39.04	
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1G19-CP3P-331G	28-Cable & Charger	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	63.96	
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1XR1-NXD3-MR7H	28-Cables	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	223.40	
								Account 54420 - Purchase of Equipment Totals		Invoice Transactions 3	\$326.40
								Program 280000 - Main Totals		Invoice Transactions 36	\$70,728.74
								Department 28 - ITS Totals		Invoice Transactions 36	\$70,728.74
								Fund 101 - General Fund (S0101) Totals		Invoice Transactions 207	\$1,184,412.29
Fund 103 - Restricted Donations(ord 05-17)											
Department 06 - Controller's Office											
Program 400102 - Animal Supplies											
Account 52210 - Institutional Supplies											
4586 - Hill's Pet Nutrition Sales, INC	251298900	01-Dog, puppy, kitten & cat food	Paid by EFT # 63088		12/10/2024	12/10/2024	12/20/2024		12/20/2024	176.86	
4586 - Hill's Pet Nutrition Sales, INC	251372331	01-Prescription Veterinary Food	Paid by EFT # 63088		12/10/2024	12/10/2024	12/20/2024		12/20/2024	72.80	
4574 - John Deere Financial f.s.b. (Rural King)	308548	01-litter-50 40lb bags pellet bedding	Paid by Check # 79484		12/10/2024	12/10/2024	12/20/2024		12/20/2024	249.50	
4633 - Midwest Veterinary Supply, INC	23806940-050	01-Syringes	Paid by EFT # 63146		12/10/2024	12/10/2024	12/20/2024		12/20/2024	120.55	
4633 - Midwest Veterinary Supply, INC	23777809-000	01-Antifungal, antiparasitics, vet supplies	Paid by EFT # 63146		12/10/2024	12/10/2024	12/20/2024		12/20/2024	72.72	
4633 - Midwest Veterinary Supply, INC	23704792-000	01-Insulin, antifungal, syringes	Paid by EFT # 63146		12/10/2024	12/10/2024	12/20/2024		12/20/2024	922.18	
4666 - Zoetis, INC	9025885142	01-Apoquel Tabs 16mg x 250 tablets	Paid by Check # 79499		12/10/2024	12/10/2024	12/20/2024		12/20/2024	419.40	
								Account 52210 - Institutional Supplies Totals		Invoice Transactions 7	\$2,034.01
								Program 400102 - Animal Supplies Totals		Invoice Transactions 7	\$2,034.01
								Department 06 - Controller's Office Totals		Invoice Transactions 7	\$2,034.01
								Fund 103 - Restricted Donations(ord 05-17) Totals		Invoice Transactions 7	\$2,034.01
Fund 153 - LIT – Economic Development											
Department 04 - Economic & Sustainable Dev											
Program 040000 - Main											
Account 53960 - Grants											
9302 - CAPA Strategies LLC	CAPA-HW24-BI02	04-Heat Mapping Campaign-Inv 2/2-comp of heat watch	Paid by EFT # 63018		12/10/2024	12/10/2024	12/20/2024		12/20/2024	19,000.00	



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Fund 153 - LIT – Economic Development										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53960 - Grants										
8448 - TEN31 Marketing LLC	3013	04-Marketing Services-Go Bloomington November 2024	Paid by EFT # 63228		12/10/2024	12/10/2024	12/20/2024		12/20/2024	5,890.00
8550 - Veregy IN, LLC	7764	04-Solar Panel Replacement-Winslow and Twin Lake Rec Center	Paid by EFT # 63247		12/10/2024	12/10/2024	12/20/2024		12/20/2024	2,040.00
8550 - Veregy IN, LLC	7765	04-Cell modem for Police Station Tigo Optimizer System	Paid by EFT # 63247		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,751.65
							Account 53960 - Grants Totals	Invoice Transactions 4		<u>\$28,681.65</u>
							Program 040000 - Main Totals	Invoice Transactions 4		<u>\$28,681.65</u>
							Department 04 - Economic & Sustainable Dev Totals	Invoice Transactions 4		<u>\$28,681.65</u>
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53170 - Mgt. Fee, Consultants, and Workshops										
19660 - Bose McKinney & Evans, LLP	896437	06-Annexation Remonstrances Nov 2024	Paid by EFT # 63006		12/10/2024	12/10/2024	12/20/2024		12/20/2024	39,640.50
							Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice Transactions 1		<u>\$39,640.50</u>
							Program 060000 - Main Totals	Invoice Transactions 1		<u>\$39,640.50</u>
							Department 06 - Controller's Office Totals	Invoice Transactions 1		<u>\$39,640.50</u>
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990 - Other Services and Charges										
9457 - Kelsey Pierce Gregory	005	12-Compensation & Classification Consultation-11/17-12/3/24	Paid by EFT # 63080		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,870.00
9121 - Studio Auteur LLC	526	12-final payment for recruitment videos	Paid by EFT # 63225		12/10/2024	12/10/2024	12/20/2024		12/20/2024	10,000.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 2		<u>\$11,870.00</u>
							Program 120000 - Main Totals	Invoice Transactions 2		<u>\$11,870.00</u>
							Department 12 - Human Resources Totals	Invoice Transactions 2		<u>\$11,870.00</u>



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Fund 153 - LIT – Economic Development										
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53990 - Other Services and Charges										
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0000563	19-SA-City Hall- November mowing	Paid by EFT # 63014		12/10/2024	12/10/2024	12/20/2024		12/20/2024	120.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions	1	\$120.00
							Program 190000 - Main Totals	Invoice Transactions	1	\$120.00
							Department 19 - Facilities Maintenance Totals	Invoice Transactions	1	\$120.00
							Fund 153 - LIT – Economic Development Totals	Invoice Transactions	8	\$80,312.15
Fund 160 - IFA CoronaVirus Relief Fnd21.019										
Department 06 - Controller's Office										
Program G20018 - IFA Corona Virus Relief Fund										
Account 53990 - Other Services and Charges										
250 - Crowe LLP	CI-104670	12 - Classification and Compensation Study 2023 - July 2024	Paid by EFT # 63039		12/10/2024	12/10/2024	12/20/2024		12/20/2024	3,200.50
250 - Crowe LLP	CI-144550	12 - Classification and Compensation Study 2023 - November 2024	Paid by EFT # 63039		12/10/2024	12/10/2024	12/20/2024		12/20/2024	10,484.88
							Account 53990 - Other Services and Charges Totals	Invoice Transactions	2	\$13,685.38
							Program G20018 - IFA Corona Virus Relief Fund Totals	Invoice Transactions	2	\$13,685.38
							Department 06 - Controller's Office Totals	Invoice Transactions	2	\$13,685.38
							Fund 160 - IFA CoronaVirus Relief Fnd21.019 Totals	Invoice Transactions	2	\$13,685.38
Fund 249 - Grants Non Approp										
Department 20 - Street										
Program G24015 - CCMG 2024-1 W 3rd Street Project										
Account 54510 - Other Capital Outlays										
5149 - E&B Paving, INC	E&B3RDFRPAT-APP1	20-CCMG 2024-1 W 3rd Street Maint 08/12-11/02/24 App 1	Paid by EFT # 63050		12/10/2024	12/10/2024	12/20/2024		12/20/2024	318,809.84
5149 - E&B Paving, INC	E&B3RDFRPAT-APP2	20-CCMG 2024-1 W 3rd Street Maint 11/03-12/03/24 App 2	Paid by EFT # 63050		12/10/2024	12/10/2024	12/20/2024		12/20/2024	211,290.16
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions	2	\$530,100.00
							Program G24015 - CCMG 2024-1 W 3rd Street Project Totals	Invoice Transactions	2	\$530,100.00
							Department 20 - Street Totals	Invoice Transactions	2	\$530,100.00
							Fund 249 - Grants Non Approp Totals	Invoice Transactions	2	\$530,100.00



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Fund 312 - Community Services										
Department 09 - CFRD										
Program 090004 - Com Serv- Accessibility										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	Del 13-11.4.2024	09-Pizza Express for Project School Student Volunteers-Gather	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	72.70
							Account 52420 - Other Supplies Totals	Invoice Transactions 1		<u>\$72.70</u>
							Program 090004 - Com Serv- Accessibility Totals	Invoice Transactions 1		<u>\$72.70</u>
Program 090016 - Com Serv - Safe & Civil										
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	1DEEBBC5-0047	09-Safe & Civil City Jotform-Acct 1 mosss-11/25-12/25/24	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	19.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		<u>\$19.00</u>
							Program 090016 - Com Serv - Safe & Civil Totals	Invoice Transactions 1		<u>\$19.00</u>
Program 090020 - Commission on Aging										
Account 53990 - Other Services and Charges										
203 - INDIANA UNIVERSITY	74219	09-Annual Conf-Aging Contract-aird spots Aug 2024	Paid by Check # 79481		12/10/2024	12/10/2024	12/20/2024		12/20/2024	375.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		<u>\$375.00</u>
							Program 090020 - Commission on Aging Totals	Invoice Transactions 1		<u>\$375.00</u>
							Department 09 - CFRD Totals	Invoice Transactions 3		<u>\$466.70</u>
							Fund 312 - Community Services Totals	Invoice Transactions 3		<u>\$466.70</u>
Fund 401 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 254000 - Infrastructure										
Account 53640 - Hardware and Software Maintenance										
902 - Indiana Underground Plant Protection Service, INC	INV-09608	28- BDU 811 Line Location Service November 2024	Paid by EFT # 63099		12/10/2024	12/10/2024	12/20/2024		12/20/2024	366.70
13482 - Northern Lights Locating & Inspection, INC	18322	28- BDU Line Locates & Emerg Call Fees November 2024	Paid by EFT # 63165		12/10/2024	12/10/2024	12/20/2024		12/20/2024	2,500.00
							Account 53640 - Hardware and Software Maintenance Totals	Invoice Transactions 2		<u>\$2,866.70</u>
Account 53750 - Rentals - Other										
203 - INDIANA UNIVERSITY	95101956	25 - IU Data Center 12/01/24-12/31/24	Paid by Check # 79482		12/10/2024	12/10/2024	12/20/2024		12/20/2024	820.00
203 - INDIANA UNIVERSITY	95101962	25 - IU Data Center 09/01/24-09/30/24	Paid by Check # 79483		12/10/2024	12/10/2024	12/20/2024		12/20/2024	2,000.00



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Fund 401 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 254000 - Infrastructure										
Account 53750 - Rentals - Other										
12283 - Smithville Communications	401NMRTN-120124	25-Smithville-Internet December 2024- includes BFD	Paid by Check # 79473		12/11/2024	12/11/2024	12/11/2024		12/11/2024	3,708.94
								Account 53750 - Rentals - Other Totals	Invoice Transactions 3	<u>\$6,528.94</u>
Account 54310 - Improvements Other Than Building										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1C7K-JFPK-FXVK	28-Server Cables	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	287.86
								Account 54310 - Improvements Other Than Building Totals	Invoice Transactions 1	<u>\$287.86</u>
								Program 254000 - Infrastructure Totals	Invoice Transactions 6	<u>\$9,683.50</u>
Program 256000 - Services										
Account 53150 - Communications Contract										
203 - INDIANA UNIVERSITY	95082818	28-Fire Station Dark Fiber Service Nov 2024	Paid by Check # 79483		12/10/2024	12/10/2024	12/20/2024		12/20/2024	85.00
12283 - Smithville Communications	401NMRTN-120124	25-Smithville-Internet December 2024- includes BFD	Paid by Check # 79473		12/11/2024	12/11/2024	12/11/2024		12/11/2024	920.33
4170 - Comcast Cable Communications, INC	1190176353120824	28-3940 N Kinser Pike- business serv/equip chgs-12/21/24-1/20/25	Paid by Check # 79452		12/11/2024	12/11/2024	12/11/2024		12/11/2024	169.87
								Account 53150 - Communications Contract Totals	Invoice Transactions 3	<u>\$1,175.20</u>
Account 53640 - Hardware and Software Maintenance										
53442 - Paragon Micro, INC	S5177602	28-15 UPSs	Paid by EFT # 63175		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,124.85
								Account 53640 - Hardware and Software Maintenance Totals	Invoice Transactions 1	<u>\$1,124.85</u>
Account 54450 - Equipment										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1NQY-RVJ3-79X9	28-2 Cases for Laptop and iPad Tablets	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	25.90
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19FF-W9Y9-HPRM	28-Cable CAPR	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	26.65
53442 - Paragon Micro, INC	S5184131	28-APC Metered Rack PDU 2G	Paid by EFT # 63175		12/10/2024	12/10/2024	12/20/2024		12/20/2024	619.99
53442 - Paragon Micro, INC	S5177114	28-CAPR Adobe OOTM	Paid by EFT # 63175		12/10/2024	12/10/2024	12/20/2024		12/20/2024	262.99
53442 - Paragon Micro, INC	S5183015	28-Dell Latitude 5550 - Intel Core Ultra 7 155U	Paid by EFT # 63175		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,674.97
53442 - Paragon Micro, INC	S5183019	28 - CAPR for CFRD, Clerk, OOTC (9)	Paid by EFT # 63175		12/10/2024	12/10/2024	12/20/2024		12/20/2024	15,074.73
53442 - Paragon Micro, INC	S5183733	28-CAPR 4th Street Garage	Paid by EFT # 63175		12/10/2024	12/10/2024	12/20/2024		12/20/2024	279.98



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Fund 401 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 256000 - Services										
Account 54450 - Equipment										
53442 - Paragon Micro, INC	S5183930	28 - CAPR Monitors for Planning (2)	Paid by EFT # 63175		12/10/2024	12/10/2024	12/20/2024		12/20/2024	419.98
53442 - Paragon Micro, INC	S5184783	28-CAPR - Fleet, Parks, HAND, HR (9)	Paid by EFT # 63175		12/10/2024	12/10/2024	12/20/2024		12/20/2024	15,074.73
53442 - Paragon Micro, INC	S5184785	28 - CAPR ITS (9)- workstation, docks, briefcases	Paid by EFT # 63175		12/10/2024	12/10/2024	12/20/2024		12/20/2024	22,904.73
53442 - Paragon Micro, INC	S5184874	28 - CAPR Legal, OOTM, Parks (9)	Paid by EFT # 63175		12/10/2024	12/10/2024	12/20/2024		12/20/2024	15,074.73
53442 - Paragon Micro, INC	S5184875	28-Dell Latitude 5550 - Intel Core Ultra 7 155U/16GB RAM/512 (9)	Paid by EFT # 63175		12/10/2024	12/10/2024	12/20/2024		12/20/2024	15,074.73
53442 - Paragon Micro, INC	S5184879	28-CAPR 4 Laptops for Cabinet & Council	Paid by EFT # 63175		12/10/2024	12/10/2024	12/20/2024		12/20/2024	6,919.96
53442 - Paragon Micro, INC	S5185831	28-CAPR replacement	Paid by EFT # 63175		12/10/2024	12/10/2024	12/20/2024		12/20/2024	2,024.97
							Account 54450 - Equipment Totals		Invoice Transactions 14	<u>\$95,459.04</u>
							Program 256000 - Services Totals		Invoice Transactions 18	<u>\$97,759.09</u>
							Department 25 - Telecommunications Totals		Invoice Transactions 24	<u>\$107,442.59</u>
							Fund 401 - Non-Reverting Telecom (S1146) Totals		Invoice Transactions 24	<u>\$107,442.59</u>
Fund 450 - Local Road and Street(S0706)										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	02-TS12.06.24-04	02-Traffic Signals-10/24/24-11/20/24	Paid by Check # 79469		12/11/2024	12/11/2024	12/11/2024		12/11/2024	52.08
223 - Duke Energy	02-SL12.06.24-01	02-Street Light (Misc Lights)-10/23-11/26/24	Paid by Check # 79462		12/11/2024	12/11/2024	12/11/2024		12/11/2024	1,362.81
223 - Duke Energy	02-SL12.06.24-02	02-Street Light (Misc Lights)-10/25-11/26/24	Paid by Check # 79463		12/11/2024	12/11/2024	12/11/2024		12/11/2024	1,074.53
223 - Duke Energy	02-SL12.06.24-03	02-Street Light (Misc Lights)-10/29-11/26/24	Paid by Check # 79464		12/11/2024	12/11/2024	12/11/2024		12/11/2024	707.54
223 - Duke Energy	02-SL12.06.24-04	02-Street Light (Misc Lights)-10/29-11/26/24	Paid by Check # 79465		12/11/2024	12/11/2024	12/11/2024		12/11/2024	984.75
223 - Duke Energy	02-SL12.06.24-05	02-Street Light (Misc Lights)-10/29-11/26/24	Paid by Check # 79466		12/11/2024	12/11/2024	12/11/2024		12/11/2024	896.84
223 - Duke Energy	02-SL12.06.24-06	02-Street Light (Misc Lights)-10/29-11/26/24	Paid by Check # 79467		12/11/2024	12/11/2024	12/11/2024		12/11/2024	1,121.25
223 - Duke Energy	02-SL12.06.24-07	02-Street Light (Misc Lights)-10/29-11/26/24	Paid by Check # 79468		12/11/2024	12/11/2024	12/11/2024		12/11/2024	1,222.51



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Fund 450 - Local Road and Street(S0706)											
Department 20 - Street											
Program 200000 - Main											
Account 53520 - Street Lights / Traffic Signals											
223 - Duke Energy	02-TS12.06.24-01	02-Traffic Signals-10/25/24-11/25/24	Paid by Check # 79454		12/11/2024	12/11/2024	12/11/2024		12/11/2024	57.29	
223 - Duke Energy	02-TS12.09.24-01	02-Traffic Signals-10/30/24-11/26/24	Paid by Check # 79470		12/11/2024	12/11/2024	12/11/2024		12/11/2024	218.09	
223 - Duke Energy	02-TS12.09.24-02	02-Traffic Signals-10/30/24-11/26/24	Paid by Check # 79455		12/11/2024	12/11/2024	12/11/2024		12/11/2024	295.27	
223 - Duke Energy	02-TS12.09.24-03	02-Traffic Signals-10/30/24-11/26/24	Paid by Check # 79456		12/11/2024	12/11/2024	12/11/2024		12/11/2024	160.64	
223 - Duke Energy	02-TS12.09.24-04	02-Traffic Signals-10/30/24-11/26/24	Paid by Check # 79457		12/11/2024	12/11/2024	12/11/2024		12/11/2024	233.76	
223 - Duke Energy	02-TS12.10.24-02	02-Traffic Signals-10/31/24-11/27/24	Paid by Check # 79458		12/11/2024	12/11/2024	12/11/2024		12/11/2024	102.24	
223 - Duke Energy	02-TS12.10.24-01	02-Traffic Signals-10/31/24-11/24/24	Paid by Check # 79459		12/11/2024	12/11/2024	12/11/2024		12/11/2024	149.87	
								Account 53520 - Street Lights / Traffic Signals Totals		Invoice Transactions 15	\$8,639.47
Account 54310 - Improvements Other Than Building											
4780 - TraffTech, INC	2304	20-Model PRA-50 Roller Press for Signs	Paid by EFT # 63239		12/10/2024	12/10/2024	12/20/2024		12/20/2024	4,385.00	
								Account 54310 - Improvements Other Than Building Totals		Invoice Transactions 1	\$4,385.00
								Program 200000 - Main Totals		Invoice Transactions 16	\$13,024.47
								Department 20 - Street Totals		Invoice Transactions 16	\$13,024.47
								Fund 450 - Local Road and Street(S0706) Totals		Invoice Transactions 16	\$13,024.47
Fund 451 - Motor Vehicle Highway(S0708)											
Department 20 - Street											
Program 200000 - Main											
Account 52110 - Office Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1J77-1V4N-4VQY	20-Office Supplies for Admin Office (calenders, pens)	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	126.95	
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1N4M-7XGT-T3JC	20-Pens	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	12.49	
								Account 52110 - Office Supplies Totals		Invoice Transactions 2	\$139.44
Account 52210 - Institutional Supplies											
313 - Fastenal Company	INBLM237035	20-Safety Supplies (gloves, glasses, paint, vests) for crews	Paid by EFT # 63065		12/10/2024	12/10/2024	12/20/2024		12/20/2024	298.36	
								Account 52210 - Institutional Supplies Totals		Invoice Transactions 1	\$298.36
Account 52340 - Other Repairs and Maintenance											
294 - All-Phase Electric Supply, INC	0740-1025306	20-Traffic Signal & Street Light Repair Supplies-pull line	Paid by EFT # 62973		12/10/2024	12/10/2024	12/20/2024		12/20/2024	13.88	



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Fund 451 - Motor Vehicle Highway(S0708)											
Department 20 - Street											
Program 200000 - Main											
Account 52340 - Other Repairs and Maintenance											
6217 - Michael Todd & Company, INC	216338	20-48" Roll-Up Signs Temporary (Stop)	Paid by EFT # 63143		12/10/2024	12/10/2024	12/20/2024		12/20/2024	348.95	
								Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 2	<u>\$362.83</u>
Account 52420 - Other Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1YJM-Q4H9-R7QT	20-Dewalt Hammer Drill & Angle Grinder for Traffic & Sidewalks	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	613.78	
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19RM-M1C1-RC6X	20-Large Size Metal Pipe Clamps for traffic signals	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	13.59	
409 - Black Lumber Co. INC	590317	20-Blaster Penetrant & blaster multi purpose for Sidewalk crew	Paid by EFT # 62994		12/10/2024	12/10/2024	12/20/2024		12/20/2024	14.93	
409 - Black Lumber Co. INC	590348	20-(2) ratchet straps	Paid by EFT # 62994		12/10/2024	12/10/2024	12/20/2024		12/20/2024	59.94	
409 - Black Lumber Co. INC	590614	20-(2) 2"x27' flat hook ratchets	Paid by EFT # 62994		12/10/2024	12/10/2024	12/20/2024		12/20/2024	49.98	
409 - Black Lumber Co. INC	590616	20-MM 30 Mud Mixer for Sidewalk crew	Paid by EFT # 62994		12/10/2024	12/10/2024	12/20/2024		12/20/2024	14.99	
409 - Black Lumber Co. INC	590725	20-(4) 2" X 27' flat hook ratchet for Street crw	Paid by EFT # 62994		12/10/2024	12/10/2024	12/20/2024		12/20/2024	99.96	
409 - Black Lumber Co. INC	K90726	20-Credit for 2" x 27' Ratchets (Inv #590725)	Paid by EFT # 62994		12/10/2024	12/10/2024	12/20/2024		12/20/2024	(74.97)	
409 - Black Lumber Co. INC	590885	20-Supplies (starting fluid, 40' tape, glass cleaner)	Paid by EFT # 62994		12/10/2024	12/10/2024	12/20/2024		12/20/2024	40.98	
409 - Black Lumber Co. INC	590900	20-(2) 3/8" SS Quick Link	Paid by EFT # 62994		12/10/2024	12/10/2024	12/20/2024		12/20/2024	29.98	
409 - Black Lumber Co. INC	590955	20-Starting Fluid 7.8OZ	Paid by EFT # 62994		12/10/2024	12/10/2024	12/20/2024		12/20/2024	5.99	
409 - Black Lumber Co. INC	590966	20-12 50' Highlighter Green Extension Cords (Snow Trucks)	Paid by EFT # 62994		12/10/2024	12/10/2024	12/20/2024		12/20/2024	539.64	
313 - Fastenal Company	INBLM237145	20-Safety & Misc Supplies (glasses, gloves, paint)	Paid by EFT # 63065		12/10/2024	12/10/2024	12/20/2024		12/20/2024	203.21	
177 - Indiana Oxygen Company, INC	10522086	20-Propane Supplies for Crews-11/19/24	Paid by EFT # 63096		12/10/2024	12/10/2024	12/20/2024		12/20/2024	56.01	



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Fund 451 - Motor Vehicle Highway(S0708)											
Department 20 - Street											
Program 200000 - Main											
Account 52420 - Other Supplies											
455 - Industrial Service & Supply, INC	84757	20-2' GP hole, clamps, Cam-lok, wrench tool for brine #443	Paid by EFT # 63101		12/10/2024	12/10/2024	12/20/2024		12/20/2024	549.68	
455 - Industrial Service & Supply, INC	84780	20-Brine equipment S/S clamp, 90 deg male/female, shank	Paid by EFT # 63101		12/10/2024	12/10/2024	12/20/2024		12/20/2024	142.57	
4574 - John Deere Financial f.s.b. (Rural King)	306993	20-Ratchet straps, sprayer, poly, meas pitcher, batteries, scent	Paid by Check # 79484		12/10/2024	12/10/2024	12/20/2024		12/20/2024	413.00	
4574 - John Deere Financial f.s.b. (Rural King)	307221	20-Ratchet straps, sprayer, poly, meas pitcher, batteries, scent	Paid by Check # 79484		12/10/2024	12/10/2024	12/20/2024		12/20/2024	52.94	
4574 - John Deere Financial f.s.b. (Rural King)	307223	20-Ratchet straps, sprayer, poly, meas pitcher, batteries, scent	Paid by Check # 79484		12/10/2024	12/10/2024	12/20/2024		12/20/2024	174.95	
4574 - John Deere Financial f.s.b. (Rural King)	309175	20-Brine machine supplies (pipe thread, poly coupling, male NPT	Paid by Check # 79484		12/10/2024	12/10/2024	12/20/2024		12/20/2024	31.45	
4574 - John Deere Financial f.s.b. (Rural King)	308877	20-Extension Cords for Snow Trucks/Canopy	Paid by Check # 79484		12/10/2024	12/10/2024	12/20/2024		12/20/2024	259.94	
8658 - Kleindorfer's Hardware LLC	797628	20-detailer & microfiber towel for crews	Paid by EFT # 63116		12/10/2024	12/10/2024	12/20/2024		12/20/2024	50.15	
8658 - Kleindorfer's Hardware LLC	797634	20-Antifreeze for milling machine	Paid by EFT # 63116		12/10/2024	12/10/2024	12/20/2024		12/20/2024	50.66	
8658 - Kleindorfer's Hardware LLC	798139	20-Cleves for Unit #4741	Paid by EFT # 63116		12/10/2024	12/10/2024	12/20/2024		12/20/2024	21.49	
8658 - Kleindorfer's Hardware LLC	798149	20-Supplies for tree crew (chain, chain hook & paint)	Paid by EFT # 63116		12/10/2024	12/10/2024	12/20/2024		12/20/2024	162.57	
7516 - Quality Supply & Tool Co INC	319973-00	20-Recrete minute patch for sidewalk repairs	Paid by EFT # 63190		12/10/2024	12/10/2024	12/20/2024		12/20/2024	311.30	
786 - Richard's Small Engine, INC	564283	20-9/16 x 10' Choker w/chain & bar oil for tree crew	Paid by EFT # 63199		12/10/2024	12/10/2024	12/20/2024		12/20/2024	68.27	
								Account 52420 - Other Supplies Totals		Invoice Transactions 27	\$3,956.98
Account 53130 - Medical											
231 - IU Health OCC Health Services	00163565-00	20-DOT 5 Panel E Screen C. Davis-11/7/24	Paid by EFT # 63106		12/10/2024	12/10/2024	12/20/2024		12/20/2024	50.00	



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Fund 451 - Motor Vehicle Highway(S0708)										
Department 20 - Street										
Program 200000 - Main										
Account 53130 - Medical										
231 - IU Health OCC Health Services	00163566-00	20-DOT 5 Panel E Screen K. White-11/7/24	Paid by EFT # 63106		12/10/2024	12/10/2024	12/20/2024		12/20/2024	50.00
							Account 53130 - Medical Totals		Invoice Transactions 2	<u>\$100.00</u>
Account 53150 - Communications Contract										
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	508631	20-Two-way radio services for crews 12/01/24	Paid by EFT # 63059		12/10/2024	12/10/2024	12/20/2024		12/20/2024	2,321.25
							Account 53150 - Communications Contract Totals		Invoice Transactions 1	<u>\$2,321.25</u>
Account 53160 - Instruction										
1481 - Ivy Tech Community College of Indiana	N110242000A	20-CDL License Training - Bengtson & Hill	Paid by EFT # 63107		12/10/2024	12/10/2024	12/20/2024		12/20/2024	8,720.00
							Account 53160 - Instruction Totals		Invoice Transactions 1	<u>\$8,720.00</u>
Account 53250 - Pagers										
332 - Indiana Paging Network, INC	15808676	20-Pagers for Snow Control Crews 01/31/25	Paid by EFT # 63097		12/10/2024	12/10/2024	12/20/2024		12/20/2024	158.95
							Account 53250 - Pagers Totals		Invoice Transactions 1	<u>\$158.95</u>
Account 53510 - Electrical Services										
223 - Duke Energy	19-12.06.24-FAC	19-Fac Summary Elec Billing-10/26/24-11/25/2024	Paid by Check # 79460		12/11/2024	12/11/2024	12/11/2024		12/11/2024	88.50
							Account 53510 - Electrical Services Totals		Invoice Transactions 1	<u>\$88.50</u>
Account 53610 - Building Repairs										
656 - B&L Sheet Metal and Roofing, INC	2180292	20-Repairs to solve active leaks on Street Building-9/25	Paid by EFT # 62984		12/10/2024	12/10/2024	12/20/2024		12/20/2024	704.50
							Account 53610 - Building Repairs Totals		Invoice Transactions 1	<u>\$704.50</u>
Account 53910 - Dues and Subscriptions										
2871 - International Municipal Signal Association (IMSA)	50947-2025	20-2025 Membership Dues for Street Dept	Paid by EFT # 63102		12/10/2024	12/10/2024	12/20/2024		12/20/2024	880.00
							Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1	<u>\$880.00</u>
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080156247	20-uniform rental (minus payroll ded)-11/20/24	Paid by EFT # 63249		12/10/2024	12/10/2024	12/20/2024		12/20/2024	9.01
19171 - Vestis Group, INC (FKA Aramark)	4080156248	20-mat/towel service - 11/20/24	Paid by EFT # 63249		12/10/2024	12/10/2024	12/20/2024		12/20/2024	42.50



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Fund 451 - Motor Vehicle Highway(S0708)										
Department 20 - Street										
Program 200000 - Main										
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080157388	20-uniform rental (minus payroll ded)- 11/27/24	Paid by EFT # 63249		12/10/2024	12/10/2024	12/20/2024		12/20/2024	9.01
19171 - Vestis Group, INC (FKA Aramark)	4080157389	20-mat/towel service- 11/27/24	Paid by EFT # 63249		12/10/2024	12/10/2024	12/20/2024		12/20/2024	42.50
19171 - Vestis Group, INC (FKA Aramark)	4080148795	20-uniform rental (minus payroll ded)- 10/2/24	Paid by EFT # 63249		12/10/2024	12/10/2024	12/20/2024		12/20/2024	9.01
19171 - Vestis Group, INC (FKA Aramark)	4080148796	20-mat/towel services- 10/2/24	Paid by EFT # 63249		12/10/2024	12/10/2024	12/20/2024		12/20/2024	42.50
Account 53920 - Laundry and Other Sanitation Services Totals								Invoice Transactions	6	\$154.53
Account 53990 - Other Services and Charges										
19444 - Jeffery D Todd (Todd Septic Tank Service)	11496	20-Pump salt water collection tanks 11/20/24	Paid by EFT # 63234		12/10/2024	12/10/2024	12/20/2024		12/20/2024	225.00
603 - Traffic Control Corporation	155240 ADV	20-Yearly AI Service for City Traffic Signals	Paid by EFT # 63238		12/10/2024	12/10/2024	12/20/2024		12/20/2024	57,555.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	2	\$57,780.00
Program 200000 - Main Totals								Invoice Transactions	48	\$75,665.34
Department 20 - Street Totals								Invoice Transactions	48	\$75,665.34
Fund 451 - Motor Vehicle Highway(S0708) Totals								Invoice Transactions	48	\$75,665.34
Fund 452 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13Y6-F1W4-1P7F	26-phone cases for the garage customer service phones	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	77.46
8658 - Kleindorfer's Hardware LLC	762666	26-trashbags liners for all garages	Paid by EFT # 63116		12/10/2024	12/10/2024	12/20/2024		12/20/2024	31.98
8658 - Kleindorfer's Hardware LLC	763227	26-spray foam for bollards at 4th st garage	Paid by EFT # 63116		12/10/2024	12/10/2024	12/20/2024		12/20/2024	47.53
8658 - Kleindorfer's Hardware LLC	762704	26-sprayfoam for 4th street garage bollards	Paid by EFT # 63116		12/10/2024	12/10/2024	12/20/2024		12/20/2024	47.53
8658 - Kleindorfer's Hardware LLC	763222	26-spray foam for bollards at 4th st garage	Paid by EFT # 63116		12/10/2024	12/10/2024	12/20/2024		12/20/2024	13.58
Account 52210 - Institutional Supplies Totals								Invoice Transactions	5	\$218.08



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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	797936	26-Spray bottles and rubber gloves	Paid by EFT # 63116		12/10/2024	12/10/2024	12/20/2024		12/20/2024	59.01
							Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 1	<u>59.01</u>
Account 52430 - Uniforms and Tools										
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	1905194657	26-hats snow caps and jackets for garage staff	Paid by EFT # 63026		12/10/2024	12/10/2024	12/20/2024		12/20/2024	274.89
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	1905225667	26-garage staff ball cap replacement with city logo	Paid by EFT # 63026		12/10/2024	12/10/2024	12/20/2024		12/20/2024	27.99
							Account 52430 - Uniforms and Tools Totals		Invoice Transactions 2	<u>\$302.88</u>
Account 53510 - Electrical Services										
223 - Duke Energy	9101231257101124	26-Morton St Garage-Elec Car- 212 N Morton St 10/29/24-11/25/24	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024		12/11/2024	75.82
223 - Duke Energy	9101231152391124	26-Morton St Garage-212 N Morton-elec chgs- 10/29-11/25/24	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024		12/11/2024	1,180.54
223 - Duke Energy	9101205764481124	26-4th St Garage-elec chgs 10/29-11/25/24	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024		12/11/2024	1,136.29
							Account 53510 - Electrical Services Totals		Invoice Transactions 3	<u>\$2,392.65</u>
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	C017078	26-Service for Stormwater lift station pit at Morton Garage-9/30	Paid by EFT # 63084		12/10/2024	12/10/2024	12/20/2024		12/20/2024	618.83
393 - Kone INC	871535293	26-Morton Street Garage elevator maintenance period-Dec 2024	Paid by EFT # 63118		12/10/2024	12/10/2024	12/20/2024		12/20/2024	531.64
393 - Kone INC	871535295	26-4th St Garage elevator maintenance period Dec 2024	Paid by EFT # 63118		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,063.28
393 - Kone INC	871535294	26-Trades District Garage elevator maintenance period-Dec 2024	Paid by EFT # 63118		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,063.28
393 - Kone INC	871535289	26-Walnut St garage elevator maintenance period	Paid by EFT # 63118		12/10/2024	12/10/2024	12/20/2024		12/20/2024	242.06



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Fund 452 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53610 - Building Repairs										
5239 - Mother Nature Landscaping, INC (Turf N'Tree MD)	CMB379-5	26-weeding and waste disposal for the 4th st garage flower beds	Paid by Check # 79490		12/10/2024	12/10/2024	12/20/2024		12/20/2024	362.50
8934 - Sierra Heating and Cooling LLC	1119	26-4th St garage HVAC Fall maintenance service-11/19/24	Paid by EFT # 63212		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,620.00
8934 - Sierra Heating and Cooling LLC	1120	26-Trades District Garage HVAC Fall maintenance service-11/19/24	Paid by EFT # 63212		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,770.00
								Account 53610 - Building Repairs Totals	Invoice Transactions 8	<u>\$7,271.59</u>
Account 53640 - Hardware and Software Maintenance										
9313 - Windcave INC	2658503	26-Sept 2024 credit card processing fee for all garages	Paid by EFT # 63259		12/10/2024	12/10/2024	12/20/2024		12/20/2024	882.07
9313 - Windcave INC	2684190	26-Oct 2024 credit card processing fee for all garages	Paid by EFT # 63259		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,049.10
								Account 53640 - Hardware and Software Maintenance Totals	Invoice Transactions 2	<u>\$1,931.17</u>
Account 53840 - Lease Payments										
512 - 7th & Walnut , LLC	RENT-JAN 2025	26-Walnut St Garage-garage rent January 2025	Paid by EFT # 62968		12/10/2024	12/10/2024	12/20/2024		12/20/2024	17,824.79
3887 - Mercury Development Group, LLC	333	26-Morton St Garage-garage rent January 2025	Paid by EFT # 63141		12/10/2024	12/10/2024	12/20/2024		12/20/2024	41,706.45
								Account 53840 - Lease Payments Totals	Invoice Transactions 2	<u>\$59,531.24</u>
Account 53990 - Other Services and Charges										
6688 - SSW Enterprises, LLC (Office Pride)	Inv-237176	26-Parking Services office cleaning 12/01/24	Paid by EFT # 63217		12/10/2024	12/10/2024	12/20/2024		12/20/2024	30.14
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$30.14</u>
								Program 260000 - Main Totals	Invoice Transactions 24	<u>\$71,736.76</u>
								Department 26 - Parking Totals	Invoice Transactions 24	<u>\$71,736.76</u>
								Fund 452 - Parking Facilities(S9502) Totals	Invoice Transactions 24	<u>\$71,736.76</u>



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Fund 454 - Alternative Transport(S6301)											
Department 26 - Parking											
Program 260000 - Main											
Account 53310 - Printing											
50680 - Biller Press & Manufacturing, INC	BP-9233	26-15,000 orange envelopes for parking tickets	Paid by EFT # 62993		12/10/2024	12/10/2024	12/20/2024		12/20/2024	429.00	
								Account 53310 - Printing Totals		Invoice Transactions 1	<u>429.00</u>
Account 53990 - Other Services and Charges											
204 - State Of Indiana	7169694	26-to get owner information for parking tows	Paid by Check # 79494		12/10/2024	12/10/2024	12/20/2024		12/20/2024	7.50	
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>7.50</u>
								Program 260000 - Main Totals		Invoice Transactions 2	<u>436.50</u>
								Department 26 - Parking Totals		Invoice Transactions 2	<u>436.50</u>
								Fund 454 - Alternative Transport(S6301) Totals		Invoice Transactions 2	<u>436.50</u>
Fund 455 - Parking Meter Fund(S2141)											
Department 26 - Parking											
Program 260000 - Main											
Account 52420 - Other Supplies											
8658 - Kleindorfer's Hardware LLC	797682	26-Ratchet and socket to work on parking meters	Paid by EFT # 63116		12/10/2024	12/10/2024	12/20/2024		12/20/2024	18.98	
								Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>18.98</u>
Account 53150 - Communications Contract											
4264 - IPS Group, INC	INV104490	26-bank fees and communication fees for November 2024	Paid by EFT # 63104		12/10/2024	12/10/2024	12/20/2024		12/20/2024	9,486.15	
								Account 53150 - Communications Contract Totals		Invoice Transactions 1	<u>9,486.15</u>
Account 53310 - Printing											
50680 - Biller Press & Manufacturing, INC	BP-9233	26-15,000 orange envelopes for parking tickets	Paid by EFT # 62993		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,716.00	
								Account 53310 - Printing Totals		Invoice Transactions 1	<u>1,716.00</u>
Account 53640 - Hardware and Software Maintenance											
54432 - T2 Systems, INC	R020050	26-ROVR BMW hits for owner info for parking tickets Nov 2024	Paid by EFT # 63226		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,903.20	
								Account 53640 - Hardware and Software Maintenance Totals		Invoice Transactions 1	<u>1,903.20</u>
Account 53830 - Bank Charges											
4264 - IPS Group, INC	INV104490	26-bank fees and communication fees for November 2024	Paid by EFT # 63104		12/10/2024	12/10/2024	12/20/2024		12/20/2024	3,508.05	
								Account 53830 - Bank Charges Totals		Invoice Transactions 1	<u>3,508.05</u>



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Fund 455 - Parking Meter Fund(S2141)										
Department 26 - Parking										
Program 260000 - Main										
Account 53990 - Other Services and Charges										
480 - Proveli, LLC (Hall Signs, INC)	108407	26- 2 signs for Bloomington Fire Department lot	Paid by EFT # 63188		12/10/2024	12/10/2024	12/20/2024		12/20/2024	31.56
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-61036	26-signs for west showers lot	Paid by EFT # 63200		12/10/2024	12/10/2024	12/20/2024		12/20/2024	2,816.21
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-60661	26-wraps for 4 parking lot kiosk	Paid by EFT # 63200		12/10/2024	12/10/2024	12/20/2024		12/20/2024	2,197.49
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-59898	26-reserved sign for showers west lot	Paid by EFT # 63200		12/10/2024	12/10/2024	12/20/2024		12/20/2024	55.50
6688 - SSW Enterprises, LLC (Office Pride)	Inv-237176	26-Parking Services office cleaning 12/01/24	Paid by EFT # 63217		12/10/2024	12/10/2024	12/20/2024		12/20/2024	456.86
204 - State Of Indiana	7169694	26-to get owner information for parking tows	Paid by Check # 79494		12/10/2024	12/10/2024	12/20/2024		12/20/2024	7.50
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 6	<u>\$5,565.12</u>
							Program 260000 - Main Totals		Invoice Transactions 11	<u>\$22,197.50</u>
							Department 26 - Parking Totals		Invoice Transactions 11	<u>\$22,197.50</u>
							Fund 455 - Parking Meter Fund(S2141) Totals		Invoice Transactions 11	<u>\$22,197.50</u>
Fund 456 - MVH Restricted										
Department 20 - Street										
Program 200000 - Main										
Account 53630 - Machinery and Equipment Repairs										
2974 - MacAllister Machinery Co, INC	S9227673	20-Milling Machine Repairs-check conveyor belt/bearing	Paid by EFT # 63128		12/10/2024	12/10/2024	12/20/2024		12/20/2024	3,935.07
							Account 53630 - Machinery and Equipment Repairs Totals		Invoice Transactions 1	<u>\$3,935.07</u>
Account 53990 - Other Services and Charges										
351 - Young Trucking, INC	129145	20-Truck & trailer to move milling machine 09/03/24	Paid by Check # 79498		12/10/2024	12/10/2024	12/20/2024		12/20/2024	262.50
351 - Young Trucking, INC	130171	20-Truck & trailer to move milling machine 11/07/24	Paid by Check # 79498		12/10/2024	12/10/2024	12/20/2024		12/20/2024	150.00
351 - Young Trucking, INC	130250	20-Truck & trailer to move milling machine 11/14/24	Paid by Check # 79498		12/10/2024	12/10/2024	12/20/2024		12/20/2024	225.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 3	<u>\$637.50</u>
							Program 200000 - Main Totals		Invoice Transactions 4	<u>\$4,572.57</u>
							Department 20 - Street Totals		Invoice Transactions 4	<u>\$4,572.57</u>
							Fund 456 - MVH Restricted Totals		Invoice Transactions 4	<u>\$4,572.57</u>



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Fund 457 - Digital Equity Fund										
Department 28 - ITS										
Program 280000 - Main										
Account 53990 - Other Services and Charges										
504 - Housing Authority Of The City of Bloomington (BHA)	1191250959-FINAL	28-Digital Equity funds Crestmont internet-10/20-11/19/24-FINAL	Paid by EFT # 63092		12/10/2024	12/10/2024	12/20/2024		12/20/2024	189.56
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		<u>\$189.56</u>
							Program 280000 - Main Totals	Invoice Transactions 1		<u>\$189.56</u>
							Department 28 - ITS Totals	Invoice Transactions 1		<u>\$189.56</u>
							Fund 457 - Digital Equity Fund Totals	Invoice Transactions 1		<u>\$189.56</u>
Fund 600 - Cumulative Cap Imprv(CIG)(S2379)										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
334 - Irving Materials, INC	11506333	20-Concrete Materials A-C Stone-Salt Barn-11/14/2024	Paid by EFT # 63105		12/10/2024	12/10/2024	12/20/2024		12/20/2024	607.50
334 - Irving Materials, INC	11508534	20-Concrete Materials Class A Stone-1067 E Jennifer Dr	Paid by EFT # 63105		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,013.00
365 - Rogers Group, INC	0071205332	20-Stone for Street Projects-#53 commercial stone-11/14/24	Paid by EFT # 63202		12/10/2024	12/10/2024	12/20/2024		12/20/2024	162.49
							Account 52330 - Street , Alley, and Sewer Material Totals	Invoice Transactions 3		<u>\$1,782.99</u>
							Program 020000 - Main Totals	Invoice Transactions 3		<u>\$1,782.99</u>
							Department 02 - Public Works Totals	Invoice Transactions 3		<u>\$1,782.99</u>
							Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals	Invoice Transactions 3		<u>\$1,782.99</u>
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	30061328	20-Credit for Asphalt Millings 10/28/24	Paid by EFT # 63050		12/10/2024	12/10/2024	12/20/2024		12/20/2024	(1,153.62)
5149 - E&B Paving, INC	30061381	20-Credit for Asphalt Millings 10/29/24	Paid by EFT # 63050		12/10/2024	12/10/2024	12/20/2024		12/20/2024	(155.28)
5149 - E&B Paving, INC	30061602	20-Asphalt for Paving - Countryside Lane-11/6/24	Paid by EFT # 63050		12/10/2024	12/10/2024	12/20/2024		12/20/2024	34,452.29
5149 - E&B Paving, INC	30061704	20-Credit for Asphalt Millings-Mayberry/Market Pl-11/12/24	Paid by EFT # 63050		12/10/2024	12/10/2024	12/20/2024		12/20/2024	(390.06)



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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	30061737	20-Asphalt for Paving - Mayberry Dr.-11/13/24	Paid by EFT # 63050		12/10/2024	12/10/2024	12/20/2024		12/20/2024	14,647.12
								Account 52330 - Street , Alley, and Sewer Material Totals	Invoice Transactions 5	\$47,400.45
								Program 020000 - Main Totals	Invoice Transactions 5	\$47,400.45
								Department 02 - Public Works Totals	Invoice Transactions 5	\$47,400.45
								Fund 601 - Cumulative Capital Devlp(S2391) Totals	Invoice Transactions 5	\$47,400.45
Fund 610 - Vehicle Replacement Fund(S0012)										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 54450 - Equipment										
4156 - Pyramid Equipment, INC	27121	06-2024 Peterbilt 548 Rear Loading Sanitation Trucks	Paid by EFT # 63189		12/10/2024	12/10/2024	12/20/2024		12/20/2024	22,705.24
								Account 54450 - Equipment Totals	Invoice Transactions 1	\$22,705.24
								Program 060000 - Main Totals	Invoice Transactions 1	\$22,705.24
								Department 06 - Controller's Office Totals	Invoice Transactions 1	\$22,705.24
								Fund 610 - Vehicle Replacement Fund(S0012) Totals	Invoice Transactions 1	\$22,705.24
Fund 730 - Solid Waste (S6401)										
Department 16 - Sanitation										
Program 160000 - Main										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	797844	16-steering wheel knob	Paid by EFT # 63116		12/10/2024	12/10/2024	12/20/2024		12/20/2024	11.79
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$11.79
Account 53140 - Exterminator Services										
51538 - Economy Termite & Pest Control, INC	64112	16-bi-monthly pest control-11-25-2024	Paid by EFT # 63055		12/10/2024	12/10/2024	12/20/2024		12/20/2024	125.00
								Account 53140 - Exterminator Services Totals	Invoice Transactions 1	\$125.00
Account 53150 - Communications Contract										
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	508632	16-radios for trucks - December 2024	Paid by EFT # 63059		12/10/2024	12/10/2024	12/20/2024		12/20/2024	572.05
								Account 53150 - Communications Contract Totals	Invoice Transactions 1	\$572.05



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Fund 730 - Solid Waste (S6401)											
Department 16 - Sanitation											
Program 160000 - Main											
Account 53610 - Building Repairs											
321 - Harrell Fish, INC (HFI)	C017293	16-SA-Quarterly PM Serv-11/13/24 air filters/batteries/belt etc	Paid by EFT # 63084		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,371.53	
								Account 53610 - Building Repairs Totals		Invoice Transactions 1	<u>\$1,371.53</u>
Account 53920 - Laundry and Other Sanitation Services											
19171 - Vestis Group, INC (FKA Aramark)	4080158465	16-Mat Services - 12/04/2024	Paid by EFT # 63249		12/10/2024	12/10/2024	12/20/2024		12/20/2024	29.68	
19171 - Vestis Group, INC (FKA Aramark)	4080157392	16-Mat Services - 11/27/2024	Paid by EFT # 63249		12/10/2024	12/10/2024	12/20/2024		12/20/2024	29.68	
								Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 2	<u>\$59.36</u>
Account 53950 - Landfill											
52226 - Hoosier Transfer Station-3140	3140-000023736	16-trash disposal fees- 11/16-11/30/24	Paid by EFT # 63090		12/10/2024	12/10/2024	12/20/2024		12/20/2024	13,109.41	
52226 - Hoosier Transfer Station-3140	3140-000023746	16-recycling fees-11/18 -11/29/2024	Paid by EFT # 63090		12/10/2024	12/10/2024	12/20/2024		12/20/2024	841.20	
								Account 53950 - Landfill Totals		Invoice Transactions 2	<u>\$13,950.61</u>
Account 53990 - Other Services and Charges											
321 - Harrell Fish, INC (HFI)	C017204	16-Semi annual BFP Testing-10/12/24	Paid by EFT # 63084		12/10/2024	12/10/2024	12/20/2024		12/20/2024	180.00	
19171 - Vestis Group, INC (FKA Aramark)	4080158464	16-uniform rental (minus payroll ded)- 12/04/24	Paid by EFT # 63249		12/10/2024	12/10/2024	12/20/2024		12/20/2024	6.48	
19171 - Vestis Group, INC (FKA Aramark)	4080157391	16-uniform rental (minus payroll ded)- 11/27/24	Paid by EFT # 63249		12/10/2024	12/10/2024	12/20/2024		12/20/2024	6.48	
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 3	<u>\$192.96</u>
								Program 160000 - Main Totals		Invoice Transactions 11	<u>\$16,283.30</u>
								Department 16 - Sanitation Totals		Invoice Transactions 11	<u>\$16,283.30</u>
								Fund 730 - Solid Waste (S6401) Totals		Invoice Transactions 11	<u>\$16,283.30</u>
Fund 800 - Risk Management(S0203)											
Department 10 - Legal											
Program 100000 - Main											
Account 52430 - Uniforms and Tools											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1VKP-XFD7-19PX	10- Pump Smoke Test Kit	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	341.86	
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13HV-QQYR-1CDM	10-Respirator Smoke Tubes	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	95.44	
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1CYJ-NDRX-44LX	10-Not a Pedestrian Walk Way Signs (3)	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	91.20	



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Fund 800 - Risk Management(S0203)										
Department 10 - Legal										
Program 100000 - Main										
Account 52430 - Uniforms and Tools										
8613 - Crane's Leather & Shoe Shop, INC	8099	10-Safety shoes-C. Davis 9 EE-11/13/24	Paid by EFT # 63037		12/10/2024	12/10/2024	12/20/2024		12/20/2024	100.00
8613 - Crane's Leather & Shoe Shop, INC	8122	10-safety shoes-V. Perry 9 M-11/19/24	Paid by EFT # 63037		12/10/2024	12/10/2024	12/20/2024		12/20/2024	97.50
1548 - Safety Shoe Distributors, INC	I200-21099859	10-Winter Clothing-several P&R employees	Paid by EFT # 63205		12/10/2024	12/10/2024	12/20/2024		12/20/2024	3,940.22
								Account 52430 - Uniforms and Tools Totals	Invoice Transactions 6	<u>\$4,666.22</u>
Account 53410 - Liability / Casualty Premiums										
20275 - The Travelers Indemnity	000654018	10-Claim #FRW5367-Cicily Burns-SYP dock-4/5/21	Paid by Check # 79497		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,500.00
Michael and Betsy Walsh	WALSH-112024	10-Tort Claim-damage from a fallen tree-Brooks Dr on 06/25/24	Paid by Check # 79507		12/10/2024	12/10/2024	12/20/2024		12/20/2024	2,700.00
								Account 53410 - Liability / Casualty Premiums Totals	Invoice Transactions 2	<u>\$4,200.00</u>
								Program 100000 - Main Totals	Invoice Transactions 8	<u>\$8,866.22</u>
								Department 10 - Legal Totals	Invoice Transactions 8	<u>\$8,866.22</u>
								Fund 800 - Risk Management(S0203) Totals	Invoice Transactions 8	<u>\$8,866.22</u>
Fund 801 - Health Insurance Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990 - Other Services and Charges										
9037 - Everside Health, LLC	INV40463	12 - Everside Health Membership 10/31/24	Paid by EFT # 63063		12/10/2024	12/10/2024	12/20/2024		12/20/2024	30,510.00
18539 - Life Insurance Company Of North America	November 2024	12-Nov 2024- Bill Ref # 103094_12/03/2024	Paid by EFT # 63125		12/10/2024	12/10/2024	12/20/2024		12/20/2024	4,087.50
18539 - Life Insurance Company Of North America	December 2024	12-Dec 2024- Bill Ref # 103094_12/03/2024	Paid by EFT # 63125		12/10/2024	12/10/2024	12/20/2024		12/20/2024	4,132.50
8609 - LoCascio Hadden & Dennis, LLC (LHD Benefit Advisor)	9107	12-Near-Site Employer Clinic Support Dec 2024	Paid by EFT # 63127		12/10/2024	12/10/2024	12/20/2024		12/20/2024	2,600.00
9375 - WEX Health INC (Chard, Snyder & Associates)	429	12- November 2024 monthly Fees (Administrative, Wellness, HSA)	Paid by EFT # 63255		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,457.55
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 5	<u>\$42,787.55</u>



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Fund 801 - Health Insurance Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1201 - Other Services and Charges Health Insurance										
9375 - WEX Health INC (Chard, Snyder & Associates)	121024HSA	12-HSA Employee Contributions 12-10-24	Paid by EFT # 62958		12/11/2024	12/11/2024	12/11/2024		12/11/2024	687.44
								Account 53990.1201 - Other Services and Charges Health Insurance Totals	Invoice Transactions 1	<u>687.44</u>
Account 53990.1278 - Other Services and Charges Disability LTD										
18539 - Life Insurance Company Of North America	November 2024	12-Nov 2024- Bill Ref # 103094_12/03/2024	Paid by EFT # 63125		12/10/2024	12/10/2024	12/20/2024		12/20/2024	11,036.69
18539 - Life Insurance Company Of North America	December 2024	12-Dec 2024- Bill Ref # 103094_12/03/2024	Paid by EFT # 63125		12/10/2024	12/10/2024	12/20/2024		12/20/2024	7,294.12
								Account 53990.1278 - Other Services and Charges Disability LTD Totals	Invoice Transactions 2	<u>18,330.81</u>
								Program 120000 - Main Totals	Invoice Transactions 8	<u>61,805.80</u>
								Department 12 - Human Resources Totals	Invoice Transactions 8	<u>61,805.80</u>
								Fund 801 - Health Insurance Trust Totals	Invoice Transactions 8	<u>61,805.80</u>
Fund 802 - Fleet Maintenance(\$9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	396114798001	17 - Shipping tape	Paid by EFT # 63168		12/10/2024	12/10/2024	12/20/2024		12/20/2024	15.06
								Account 52110 - Office Supplies Totals	Invoice Transactions 1	<u>15.06</u>
Account 52230 - Garage and Motor Supplies										
50605 - Bauer Built, INC	360149898	17 - (19) light truck tires for disposal fee	Paid by EFT # 62989		12/10/2024	12/10/2024	12/20/2024		12/20/2024	95.00
50605 - Bauer Built, INC	360149902	17 - tires for stock and scrap tire disposal - 12/2/24	Paid by EFT # 62989		12/10/2024	12/10/2024	12/20/2024		12/20/2024	4,321.96
4693 - Monroe County Tire & Supply, INC	075056	17 - (4) firestone transforce AT2 tires for 846	Paid by EFT # 63153		12/10/2024	12/10/2024	12/20/2024		12/20/2024	562.76
								Account 52230 - Garage and Motor Supplies Totals	Invoice Transactions 3	<u>4,979.72</u>
Account 52240 - Fuel and Oil										
7854 - Premier AG CO-OP, INC (Premier Energy)	20714	17-fuel-B5 PDX4 Clear Winter (6,929)/87 regular (8,052)-11/27	Paid by EFT # 63185		12/10/2024	12/10/2024	12/20/2024		12/20/2024	43,420.91
362 - Schaeffer Manufacturing Company	CEM2146-INV1	17 - roller chain oil	Paid by EFT # 63207		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,468.80
								Account 52240 - Fuel and Oil Totals	Invoice Transactions 2	<u>44,889.71</u>



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Fund 802 - Fleet Maintenance(S9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
244 - Bloomington Ford, INC	5085167	17 - sensor assembly & wire assembly for 1130	Paid by EFT # 63000		12/10/2024	12/10/2024	12/20/2024		12/20/2024	54.11
244 - Bloomington Ford, INC	5085204	17 - Screen Assembly & gasket for 626	Paid by EFT # 63000		12/10/2024	12/10/2024	12/20/2024		12/20/2024	101.66
244 - Bloomington Ford, INC	5085145	17 - exhaust manifold, hego sensor, & exhaust sensor for P131	Paid by EFT # 63000		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,146.87
244 - Bloomington Ford, INC	5085166	17-CR-return FB5Z 5G232 A-C Spord-Inv. #5085145	Paid by EFT # 63000		12/10/2024	12/10/2024	12/20/2024		12/20/2024	(250.00)
5792 - Clark Truck Equipment Co., INC	S1472	17 - control box & solenoid for 884	Paid by EFT # 63028		12/10/2024	12/10/2024	12/20/2024		12/20/2024	289.00
594 - Curry Auto Center, INC	5117831	17 - SL-N-Hose ffor 297	Paid by EFT # 63043		12/10/2024	12/10/2024	12/20/2024		12/20/2024	70.26
594 - Curry Auto Center, INC	5117768	17 - SL-N-Reservoir Kit & SL-N-Cylinder Kit for 297	Paid by EFT # 63043		12/10/2024	12/10/2024	12/20/2024		12/20/2024	88.26
594 - Curry Auto Center, INC	5117807	17 - (3) SL-N-Hoses for 884	Paid by EFT # 63043		12/10/2024	12/10/2024	12/20/2024		12/20/2024	390.10
594 - Curry Auto Center, INC	5117922	17 - N-cover & N-mirror for 589	Paid by EFT # 63043		12/10/2024	12/10/2024	12/20/2024		12/20/2024	228.89
8665 - Effingham Crossroads Truck Equipment INC	104552984	17 - #4211 King pin set	Paid by EFT # 63056		12/10/2024	12/10/2024	12/20/2024		12/20/2024	548.34
51827 - Fire Service, INC	IN-16951	17 - Throttle pedal Potentiometer for 395	Paid by EFT # 63068		12/10/2024	12/10/2024	12/20/2024		12/20/2024	137.50
51827 - Fire Service, INC	IN-16968	17 - Turn Signal Switch w/dimmer for 394	Paid by EFT # 63068		12/10/2024	12/10/2024	12/20/2024		12/20/2024	279.70
51827 - Fire Service, INC	IN-16971	17 - Engine Harness + freight for 343	Paid by EFT # 63068		12/10/2024	12/10/2024	12/20/2024		12/20/2024	3,660.74
4044 - Industrial Hydraulics, INC	0455204-IN	17 -hydraulic fittings - coupling set, holmbury, thinwall -stock	Paid by EFT # 63100		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,065.90
455 - Industrial Service & Supply, INC	84715	17 - Flat face couplers	Paid by EFT # 63101		12/10/2024	12/10/2024	12/20/2024		12/20/2024	737.80
796 - Interstate Battery System of Bloomington, INC	30073263	17-batteries-31-MHD/MT-34/MTP-65HD	Paid by EFT # 63103		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,247.56
796 - Interstate Battery System of Bloomington, INC	1183453	17-batteries-(10) 31-MHD	Paid by EFT # 63103		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,119.60
908 - JB Salvage (Westside Auto Parts)	47313	17 - #9300 misc steel for steps	Paid by EFT # 63112		12/10/2024	12/10/2024	12/20/2024		12/20/2024	27.25
908 - JB Salvage (Westside Auto Parts)	47395	17 - #9300 misc steel for steps	Paid by EFT # 63112		12/10/2024	12/10/2024	12/20/2024		12/20/2024	552.00



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Fund 802 - Fleet Maintenance(S9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
4574 - John Deere Financial f.s.b. (Rural King)	305548	17 - 488 ratchets J hooks, pipes, pipe bushes, d-rings to repair	Paid by Check # 79484		12/10/2024	12/10/2024	12/20/2024		12/20/2024	155.83
4439 - JX Enterprises, INC	27402135P	17 - Fitting for 431	Paid by EFT # 63113		12/10/2024	12/10/2024	12/20/2024		12/20/2024	12.59
4439 - JX Enterprises, INC	27403241P	17 - injector supply tube, (6) injector fuel supply tube...	Paid by EFT # 63113		12/10/2024	12/10/2024	12/20/2024		12/20/2024	586.55
4439 - JX Enterprises, INC	27402155P	17 - Air tank for 431	Paid by EFT # 63113		12/10/2024	12/10/2024	12/20/2024		12/20/2024	603.99
4439 - JX Enterprises, INC	27401715P	17 - Air tank, u-bolt, washer, nut, fittings & check valve- 431	Paid by EFT # 63113		12/10/2024	12/10/2024	12/20/2024		12/20/2024	886.75
4439 - JX Enterprises, INC	27402615P	17 - credit for returned Air STL tank (Inv 27401715P)	Paid by EFT # 63113		12/10/2024	12/10/2024	12/20/2024		12/20/2024	(687.99)
8181 - Lawson Products, INC	9312041402	17 - safety tape shop supply	Paid by EFT # 63122		12/10/2024	12/10/2024	12/20/2024		12/20/2024	117.09
53385 - O'Reilly Automotive Stores, INC	1903-482087	17 - Brake bolt kit for 750	Paid by Check # 79491		12/10/2024	12/10/2024	12/20/2024		12/20/2024	14.44
53385 - O'Reilly Automotive Stores, INC	1903-481638	17 - multi-function switch for 529	Paid by Check # 79491		12/10/2024	12/10/2024	12/20/2024		12/20/2024	47.52
53385 - O'Reilly Automotive Stores, INC	1903-481673	17 - Gloves for shop	Paid by Check # 79491		12/10/2024	12/10/2024	12/20/2024		12/20/2024	89.95
53385 - O'Reilly Automotive Stores, INC	1903-479468	17 - megacrimps for stock	Paid by Check # 79491		12/10/2024	12/10/2024	12/20/2024		12/20/2024	90.33
53385 - O'Reilly Automotive Stores, INC	1903-479446	17 - sanding belt, 6inch sand paper & sander for shop	Paid by Check # 79491		12/10/2024	12/10/2024	12/20/2024		12/20/2024	113.93
53385 - O'Reilly Automotive Stores, INC	1903-479746	17 - non-brkt caliper + core charge & brake hose for 297	Paid by Check # 79491		12/10/2024	12/10/2024	12/20/2024		12/20/2024	144.33
53385 - O'Reilly Automotive Stores, INC	1903-480497	17 - Brake pads and disc pad set for 626	Paid by Check # 79491		12/10/2024	12/10/2024	12/20/2024		12/20/2024	152.64
53385 - O'Reilly Automotive Stores, INC	1903-479524	17 - Hose guard for stock	Paid by Check # 79491		12/10/2024	12/10/2024	12/20/2024		12/20/2024	168.50
53385 - O'Reilly Automotive Stores, INC	1903-480420	17 - Air/oil separator + freight for shop	Paid by Check # 79491		12/10/2024	12/10/2024	12/20/2024		12/20/2024	191.16
476 - Southern Indiana Parts, INC (Napa Auto Parts)	PARTS-NOV 2024	17 - various parts for the month of November 2024	Paid by EFT # 63216		12/10/2024	12/10/2024	12/20/2024		12/20/2024	4,739.52



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Fund 802 - Fleet Maintenance(S9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
54351 - Sternberg, INC	985605	17 - battery bracket & latch for 4211	Paid by EFT # 63221		12/10/2024	12/10/2024	12/20/2024		12/20/2024	109.40
54351 - Sternberg, INC	976967	17 - exhaust sensor for 938	Paid by EFT # 63221		12/10/2024	12/10/2024	12/20/2024		12/20/2024	128.64
54351 - Sternberg, INC	985465	17 - Bendix Automatic Slack Adjuster (2)	Paid by EFT # 63221		12/10/2024	12/10/2024	12/20/2024		12/20/2024	208.80
54351 - Sternberg, INC	985439	17 - Fuel filter & freight for 422	Paid by EFT # 63221		12/10/2024	12/10/2024	12/20/2024		12/20/2024	367.39
54351 - Sternberg, INC	985602	17 - Handle grab for 429	Paid by EFT # 63221		12/10/2024	12/10/2024	12/20/2024		12/20/2024	376.31
54351 - Sternberg, INC	979838	17 - Engine cooling fan & freight fro 692	Paid by EFT # 63221		12/10/2024	12/10/2024	12/20/2024		12/20/2024	464.70
54351 - Sternberg, INC	984431	17 - Turbo kit & core deposit for 939	Paid by EFT # 63221		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,817.03
54351 - Sternberg, INC	CM979005	17 - credit for returned Filters	Paid by EFT # 63221		12/10/2024	12/10/2024	12/20/2024		12/20/2024	(70.00)
54351 - Sternberg, INC	CM979806	17 - credit for returned core - #692	Paid by EFT # 63221		12/10/2024	12/10/2024	12/20/2024		12/20/2024	(144.00)
54351 - Sternberg, INC	CM985250	17 - Core credit	Paid by EFT # 63221		12/10/2024	12/10/2024	12/20/2024		12/20/2024	(250.00)
54351 - Sternberg, INC	CM971926	17 - credit for returned parts - #432 Core returned	Paid by EFT # 63221		12/10/2024	12/10/2024	12/20/2024		12/20/2024	(400.00)
5333 - Total Truck Parts, INC	270625	17 - #966 brake chamber	Paid by EFT # 63236		12/10/2024	12/10/2024	12/20/2024		12/20/2024	389.96
622 - Truck Country of Indiana, INC (Stoops Freightliner	X301910522:01	17 - part returned includes restocking charge	Paid by EFT # 63241		12/10/2024	12/10/2024	12/20/2024		12/20/2024	(353.42)
7555 - VoMac Truck Sales & Service INC	114175T	17 - Valve, modulator and air dryer for 958	Paid by EFT # 63250		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,522.30
2096 - West Side Tractor Sales CO.	B56695	17 - Dura-Max cutting edge & 5/8"X2 1/2" PLO, washer - 625	Paid by EFT # 63254		12/10/2024	12/10/2024	12/20/2024		12/20/2024	447.91
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NU7419	17 - fuel tank filler cap assembly for 812	Paid by EFT # 63263		12/10/2024	12/10/2024	12/20/2024		12/20/2024	7.24
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NU7623	17 - spark plug & Plenum gasket for P131	Paid by EFT # 63263		12/10/2024	12/10/2024	12/20/2024		12/20/2024	25.20
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NU7848	17 - Ignition coil assembly for P131	Paid by EFT # 63263		12/10/2024	12/10/2024	12/20/2024		12/20/2024	95.44
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NU7692	17 - Vacuum pump assembly for 297	Paid by EFT # 63263		12/10/2024	12/10/2024	12/20/2024		12/20/2024	105.91



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Fund 802 - Fleet Maintenance(\$9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NU7846	17 - Ignition coil assembly for P131	Paid by EFT # 63263		12/10/2024	12/10/2024	12/20/2024		12/20/2024	190.88
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NU6194	17 - credit for returned exp valves/Orif Tube	Paid by EFT # 63263		12/10/2024	12/10/2024	12/20/2024		12/20/2024	(44.49)
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NU7386	17 - credit for returned TPMS OE Equiv sensor	Paid by EFT # 63263		12/10/2024	12/10/2024	12/20/2024		12/20/2024	(159.96)
								Account 52320 - Motor Vehicle Repair Totals	Invoice Transactions 58	<u>\$23,757.91</u>
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	590522	17 - 4 - 6x6 Treated lumber for 488	Paid by EFT # 62994		12/10/2024	12/10/2024	12/20/2024		12/20/2024	103.56
177 - Indiana Oxygen Company, INC	10532815	17 - torch and welding gases for November 2024	Paid by EFT # 63096		12/10/2024	12/10/2024	12/20/2024		12/20/2024	288.90
8658 - Kleindorfer's Hardware LLC	762743	17 - 2 different Gr8 bolts for 4221	Paid by EFT # 63116		12/10/2024	12/10/2024	12/20/2024		12/20/2024	4.23
8658 - Kleindorfer's Hardware LLC	797690	17 - ratchet strap, bolts, b nylon N, washers for 488	Paid by EFT # 63116		12/10/2024	12/10/2024	12/20/2024		12/20/2024	115.73
53442 - Paragon Micro, INC	S5179362	17 - Document scanner	Paid by EFT # 63175		12/10/2024	12/10/2024	12/20/2024		12/20/2024	499.99
798 - Winters Associates Promotional Products, INC	115510	17 - clothing for office staff	Paid by EFT # 63260		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,656.10
9353 - Yoder Oil, INC	INV-406558	17 - paper towels for fuel islands	Paid by EFT # 63264		12/10/2024	12/10/2024	12/20/2024		12/20/2024	219.67
								Account 52420 - Other Supplies Totals	Invoice Transactions 7	<u>\$2,888.18</u>
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	C017292	17 - SA - Quarterly planned maintenance service-11/13/24	Paid by EFT # 63084		12/10/2024	12/10/2024	12/20/2024		12/20/2024	558.55
								Account 53610 - Building Repairs Totals	Invoice Transactions 1	<u>\$558.55</u>
Account 53620 - Motor Repairs										
8143 - Cummins INC dba Cummins Sales and Service	N8-241214704	17 - #394 labor and travel time for repairs to fire truck	Paid by EFT # 63042		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,085.45
4474 - Ken's Westside Service & Towing, LLC	24-1203-98324	17 -tow-Unit #958-12/3/24	Paid by EFT # 63114		12/10/2024	12/10/2024	12/20/2024		12/20/2024	325.00
54351 - Sternberg, INC	66270	17 - #772 parts and labor to repair coolant lines	Paid by EFT # 63221		12/10/2024	12/10/2024	12/20/2024		12/20/2024	3,044.67



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Fund 802 - Fleet Maintenance(\$9500)											
Department 17 - Fleet Maintenance											
Program 170000 - Main											
Account 53620 - Motor Repairs											
622 - Truck Country of Indiana, INC (Stoops Freightliner)	R301190267:02	17 - #597 parts and labor to repair electrical system	Paid by EFT # 63241		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,740.34	
								Account 53620 - Motor Repairs Totals		Invoice Transactions 4	<u>\$6,195.46</u>
Account 53640 - Hardware and Software Maintenance											
4918 - HELM, INC	INVH39986	17 - Ford fleet publication service	Paid by EFT # 63085		12/10/2024	12/10/2024	12/20/2024		12/20/2024	3,350.00	
4887 - Mitchell Repair Information Co, LLC	31833983	17 - shop key renewal	Paid by Check # 79488		12/10/2024	12/10/2024	12/20/2024		12/20/2024	4,296.15	
								Account 53640 - Hardware and Software Maintenance Totals		Invoice Transactions 2	<u>\$7,646.15</u>
Account 53920 - Laundry and Other Sanitation Services											
19171 - Vestis Group, INC (FKA Aramark)	4080158459	17 - City portion Of uniform rentals - 12/4/2024	Paid by EFT # 63249		12/10/2024	12/10/2024	12/20/2024		12/20/2024	27.41	
19171 - Vestis Group, INC (FKA Aramark)	4080157386	17 - City portion Of uniform rentals - 11/27/2024	Paid by EFT # 63249		12/10/2024	12/10/2024	12/20/2024		12/20/2024	28.07	
19171 - Vestis Group, INC (FKA Aramark)	4080156245	17 - City portion Of uniform rentals - 11/20/24	Paid by EFT # 63249		12/10/2024	12/10/2024	12/20/2024		12/20/2024	28.07	
19171 - Vestis Group, INC (FKA Aramark)	4080156246	17 - towel and mat rentals - 11/20/2024	Paid by EFT # 63249		12/10/2024	12/10/2024	12/20/2024		12/20/2024	93.34	
19171 - Vestis Group, INC (FKA Aramark)	4080158460	17 - mat rentals and shop towels- 12/4/2024	Paid by EFT # 63249		12/10/2024	12/10/2024	12/20/2024		12/20/2024	93.34	
19171 - Vestis Group, INC (FKA Aramark)	4080157387	17 - mat rentals and shop towels- 11/27/24	Paid by EFT # 63249		12/10/2024	12/10/2024	12/20/2024		12/20/2024	93.34	
								Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 6	<u>\$363.57</u>
Account 53990 - Other Services and Charges											
3560 - First Financial Bank / Credit Cards	BMV-Unit 232	17-title fee-City vehicle-Unit #232-Ford Maverick	Paid by Check # 79476		12/10/2024	12/10/2024	12/20/2024		12/20/2024	15.00	
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$15.00</u>
								Program 170000 - Main Totals		Invoice Transactions 85	<u>\$91,309.31</u>
								Department 17 - Fleet Maintenance Totals		Invoice Transactions 85	<u>\$91,309.31</u>
								Fund 802 - Fleet Maintenance(\$9500) Totals		Invoice Transactions 85	<u>\$91,309.31</u>



Board of Public Works Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 804 - Insurance Voluntary Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1271 - Other Services and Charges Section 125 - URM- City										
9375 - WEX Health INC (Chard, Snyder & Associates)	120624daily	12-City/Util URM	Paid by EFT # 62959		12/11/2024	12/11/2024	12/11/2024	12/11/2024		218.15
9375 - WEX Health INC (Chard, Snyder & Associates)	120724daily	12-City/Util URM	Paid by EFT # 62960		12/11/2024	12/11/2024	12/11/2024	12/11/2024		148.90
9375 - WEX Health INC (Chard, Snyder & Associates)	121124daily	12-City URM	Paid by EFT # 62961		12/12/2024	12/12/2024	12/12/2024	12/12/2024		167.00
9375 - WEX Health INC (Chard, Snyder & Associates)	121224daily	12-City/Util URM	Edit		12/13/2024	12/13/2024	12/13/2024			669.63
								Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals	Invoice Transactions 4	\$1,203.68
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City										
9375 - WEX Health INC (Chard, Snyder & Associates)	121024daily	12-City DDC	Paid by EFT # 62956		12/11/2024	12/11/2024	12/11/2024	12/11/2024		373.07
9375 - WEX Health INC (Chard, Snyder & Associates)	120924CheckRe g	12-City DDC-12/9/2024	Paid by EFT # 62957		12/11/2024	12/11/2024	12/11/2024	12/11/2024		98.00
								Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals	Invoice Transactions 2	\$471.07
Account 53990.1273 - Other Services and Charges Term Life										
18539 - Life Insurance Company Of North America	November 2024	12-Nov 2024- Bill Ref # 103094_12/03/2024	Paid by EFT # 63125		12/10/2024	12/10/2024	12/20/2024	12/20/2024		20,283.33
18539 - Life Insurance Company Of North America	December 2024	12-Dec 2024- Bill Ref # 103094_12/03/2024	Paid by EFT # 63125		12/10/2024	12/10/2024	12/20/2024	12/20/2024		20,608.77
								Account 53990.1273 - Other Services and Charges Term Life Totals	Invoice Transactions 2	\$40,892.10
Account 53990.1277 - Other Services and Charges Disability STD										
18539 - Life Insurance Company Of North America	November 2024	12-Nov 2024- Bill Ref # 103094_12/03/2024	Paid by EFT # 63125		12/10/2024	12/10/2024	12/20/2024	12/20/2024		10,471.11
18539 - Life Insurance Company Of North America	December 2024	12-Dec 2024- Bill Ref # 103094_12/03/2024	Paid by EFT # 63125		12/10/2024	12/10/2024	12/20/2024	12/20/2024		10,471.11
								Account 53990.1277 - Other Services and Charges Disability STD Totals	Invoice Transactions 2	\$20,942.22
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util										
9375 - WEX Health INC (Chard, Snyder & Associates)	120624daily	12-City/Util URM	Paid by EFT # 62959		12/11/2024	12/11/2024	12/11/2024	12/11/2024		59.56
9375 - WEX Health INC (Chard, Snyder & Associates)	120724daily	12-City/Util URM	Paid by EFT # 62960		12/11/2024	12/11/2024	12/11/2024	12/11/2024		32.94
9375 - WEX Health INC (Chard, Snyder & Associates)	121224daily	12-City/Util URM	Edit		12/13/2024	12/13/2024	12/13/2024			960.00
								Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals	Invoice Transactions 3	\$1,052.50
Account 53990.1283 - Other Services and Charges Health Savings Account										
9375 - WEX Health INC (Chard, Snyder & Associates)	121324 Payroll	12-HSA Employee Contributions 12-13-2024	Paid by EFT # 62962		12/12/2024	12/12/2024	12/12/2024	12/12/2024		25,688.15
								Account 53990.1283 - Other Services and Charges Health Savings Account Totals	Invoice Transactions 1	\$25,688.15
								Program 120000 - Main Totals	Invoice Transactions 14	\$90,249.72



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Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 804 - Insurance Voluntary Trust										
							Department 12 - Human Resources Totals	Invoice Transactions 14		<u>\$90,249.72</u>
							Fund 804 - Insurance Voluntary Trust Totals	Invoice Transactions 14		<u>\$90,249.72</u>
Fund 805 - Unemployment Comp Non-Reverting										
Department 12 - Human Resources										
Program 120000 - Main										
Account 51240 - Unemployment Compensation										
204 - State Of Indiana	131447 12/2024	12- Dec 2024 Unemployment-City Portion	Paid by Check # 79474		12/11/2024	12/11/2024	12/11/2024		12/11/2024	755.00
							Account 51240 - Unemployment Compensation Totals	Invoice Transactions 1		<u>\$755.00</u>
							Program 120000 - Main Totals	Invoice Transactions 1		<u>\$755.00</u>
							Department 12 - Human Resources Totals	Invoice Transactions 1		<u>\$755.00</u>
							Fund 805 - Unemployment Comp Non-Reverting Totals	Invoice Transactions 1		<u>\$755.00</u>
Fund 978 - City 2016 GO Bond Proceeds										
Department 06 - Controller's Office										
Program 06016E - 2016 E 7 Sanitation Trucks										
Account 54440 - Motor Equipment										
4156 - Pyramid Equipment, INC	27121	06-2024 Peterbilt 548 Rear Loading Sanitation Trucks	Paid by EFT # 63189		12/10/2024	12/10/2024	12/20/2024		12/20/2024	34,268.45
							Account 54440 - Motor Equipment Totals	Invoice Transactions 1		<u>\$34,268.45</u>
							Program 06016E - 2016 E 7 Sanitation Trucks Totals	Invoice Transactions 1		<u>\$34,268.45</u>
Program 06016F - 2016 F 2 Rear loader Sanitation										
Account 54440 - Motor Equipment										
4156 - Pyramid Equipment, INC	27121	06-2024 Peterbilt 548 Rear Loading Sanitation Trucks	Paid by EFT # 63189		12/10/2024	12/10/2024	12/20/2024		12/20/2024	6,996.31
							Account 54440 - Motor Equipment Totals	Invoice Transactions 1		<u>\$6,996.31</u>
							Program 06016F - 2016 F 2 Rear loader Sanitation Totals	Invoice Transactions 1		<u>\$6,996.31</u>
							Department 06 - Controller's Office Totals	Invoice Transactions 2		<u>\$41,264.76</u>
							Fund 978 - City 2016 GO Bond Proceeds Totals	Invoice Transactions 2		<u>\$41,264.76</u>
Fund 987 - Econ Dev LIT Bonds of 2022										
Department 06 - Controller's Office										
Program 08FIR1 - Fire Station 1										
Account 54510 - Other Capital Outlays										
3903 - Electric Plus, INC	23202410	08-FS#1 Construction Project-Pay App #10	Paid by EFT # 63057		12/10/2024	12/10/2024	12/20/2024		12/20/2024	6,881.42
53442 - Paragon Micro, INC	S5186841	08-document scanner for PT Admin Assist & printers for station 1	Paid by EFT # 63175		12/10/2024	12/10/2024	12/20/2024		12/20/2024	759.98
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions 2		<u>\$7,641.40</u>
							Program 08FIR1 - Fire Station 1 Totals	Invoice Transactions 2		<u>\$7,641.40</u>



Board of Public Works Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 987 - Econ Dev LIT Bonds of 2022										
Department 06 - Controller's Office										
Program 08FIR3 - Fire Station 3										
Account 54510 - Other Capital Outlays										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006739751A	08-Public Bid notice for Training & Logistics & Fire Station 3	Paid by EFT # 63073		12/10/2024	12/10/2024	12/20/2024		12/20/2024	190.00
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions 1		<u>\$190.00</u>
							Program 08FIR3 - Fire Station 3 Totals	Invoice Transactions 1		<u>\$190.00</u>
Program 08FIRA - Fire Shower's West										
Account 54510 - Other Capital Outlays										
16798 - Laminated Tops of Central Indiana, INC	10736	08-laminated top for Showers West counter top front office	Paid by EFT # 63121		12/10/2024	12/10/2024	12/20/2024		12/20/2024	3,648.37
874 - Lee Supply Corporation	S101747699.001	08-Electric range for Showers West BFD HQ	Paid by EFT # 63123		12/10/2024	12/10/2024	12/20/2024		12/20/2024	794.99
53442 - Paragon Micro, INC	S5186841	08-document scanner for PT Admin Assist & printers for station 1	Paid by EFT # 63175		12/10/2024	12/10/2024	12/20/2024		12/20/2024	301.99
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions 3		<u>\$4,745.35</u>
							Program 08FIRA - Fire Shower's West Totals	Invoice Transactions 3		<u>\$4,745.35</u>
Program 08FIRL - Fire Logistics										
Account 54510 - Other Capital Outlays										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006739751A	08-Public Bid notice for Training & Logistics & Fire Station 3	Paid by EFT # 63073		12/10/2024	12/10/2024	12/20/2024		12/20/2024	68.40
6985 - Martin Riley, INC	9327	08-Schematic Design for Training Facility-period ending 12/5/24	Paid by EFT # 63132		12/10/2024	12/10/2024	12/20/2024		12/20/2024	20,767.52
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions 2		<u>\$20,835.92</u>
							Program 08FIRL - Fire Logistics Totals	Invoice Transactions 2		<u>\$20,835.92</u>
							Department 06 - Controller's Office Totals	Invoice Transactions 8		<u>\$33,412.67</u>
							Fund 987 - Econ Dev LIT Bonds of 2022 Totals	Invoice Transactions 8		<u>\$33,412.67</u>
Fund 988 - City 2024 GO Bonds Proceeds										
Department 06 - Controller's Office										
Program 06006 - Controller 2024 Capital										
Account 53170 - Mgt. Fee, Consultants, and Workshops										
19660 - Bose McKinney & Evans, LLP	896164	06-GO Bonds services for bond closing	Paid by EFT # 4		12/11/2024	12/11/2024	12/11/2024		12/11/2024	4,000.00
9557 - Quarles & Brady LLP	6810901	06-GO Bonds 2024 legal services for bond issuance	Paid by EFT # 1		12/11/2024	12/11/2024	12/11/2024		12/11/2024	32,000.00



Board of Public Works Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 988 - City 2024 GO Bonds Proceeds										
Department 06 - Controller's Office										
Program 06006 - Controller 2024 Capital										
Account 53170 - Mgt. Fee, Consultants, and Workshops										
5648 - Reedy Financial Group, PC	12.10.24	06-GO Bonds 2024 municipal advising services for bond closing	Paid by EFT # 2		12/11/2024	12/11/2024	12/11/2024		12/11/2024	35,000.00
7595 - Robert W Baird & Co., INC	12.5.24	06-GO Bonds 2024 Placement agent services	Paid by EFT # 3		12/11/2024	12/11/2024	12/11/2024		12/11/2024	21,500.00
							Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice Transactions	4	<u>\$92,500.00</u>
							Program 06006 - Controller 2024 Capital Totals	Invoice Transactions	4	<u>\$92,500.00</u>
							Department 06 - Controller's Office Totals	Invoice Transactions	4	<u>\$92,500.00</u>
							Fund 988 - City 2024 GO Bonds Proceeds Totals	Invoice Transactions	4	<u>\$92,500.00</u>
							Grand Totals	Invoice Transactions	509	<u>\$2,614,611.28</u>

REGISTER OF CLAIMS
Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/20/24	Claims				\$2,614,611.28
					<u>\$2,614,611.28</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$2,614,611.28

Dated this _____ day of _____ year of 20_____.

 Kyla Cox Deckard, President

 Elizabeth Karon, Vice President

 James Roach, Secretary

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office _____