



## TOWN COUNCIL PUBLIC MEETING AGENDA

July 19, 2022 - 7:00 PM

### PLEDGE OF ALLEGIANCE

### MOMENT OF SILENCE

### CALL TO ORDER/ROLL CALL:

\_\_\_ Robert H. Carnahan, Ward 1  
\_\_\_ John Foreman, Ward 2  
\_\_\_ Julie Rivera, Ward 3  
\_\_\_ Ralph Miller, Ward 4  
\_\_\_ Colleen Schieben, Ward 6

\_\_\_ Richard Sharpe, Ward 7, Vice-President  
\_\_\_ Randell Niemeyer, Ward 5, President  
\_\_\_ Jennifer Sandberg, Clerk-Treasurer  
\_\_\_ Chris Salatas, Town Manager  
\_\_\_ David Austgen, Town Attorney

### PUBLIC COMMENT *(on agenda items):*

### CONSENT AGENDA:

1. **Minutes:** June 21, 2022
2. **Claims:** All Town Funds: \$371,424.92; Wastewater Operating: \$47,099.30; Water Utility: \$420,065.18; Storm Water: \$99,387.01; Payroll: July 7, 2022 - \$329,864.17; and June Remittances: \$178,579.23
3. **Manual Journal Entries:** June 1, 2022 – June 30, 2022
4. **Donations:** Dare Donations: Hanover Central Middle School, \$1,000; American Legion Post 261, \$100; JFLA Management Co, LLC, \$250; Whites Custom Concrete, \$250; and Jerry Smith, \$1,270

### ORDINANCES & RESOLUTIONS:

1. **Ordinance No. 1423**, Ward Redistricting
2. **Ordinance No. 1424**, Water Tariff Ordinance
3. **Ordinance No. 1426**, Introductory Annexation Ordinance
4. **Ordinance No. 1427**, Sprinkling Usage Regulations Amending Ordinance No. 1385
5. **Resolution No. 1312**, Temporary Loan Resolution for 2017 RDA A, B, & C Bonds

### BZA/PLAN COMMISSION:

1. Variance of Use Extension for 1-year for Wahlberg at 7309-7319 Lake Shore Drive  
(Favorable Recommendation from the BZA on 7/14/2022)

### OLD BUSINESS:

1. Approval of Firetruck Purchase through Sourcewell

### NEW BUSINESS:

1. CCMG 2022-1 Project Bid Award – Parrish Avenue and 133<sup>rd</sup> Avenue
2. Approval of Public Safety Center Design by K2M
3. Approval for Veridus to Proceed with BOT
4. Barns & Thornburg Legal Services Engagement - Municipal Complex Improvement Bond Financing
5. CBBEL Pay Request 1 in the **Amount of \$322,363.06**: Milestone – Parrish Avenue
6. CBBEL Pay Request 2 in the **Amount of \$124,753.76**: Milestone – Highland Subdivision
7. Request for Approval to sell two old Police Department Vehicles on GovDeals.com

**REPORTS:**

1. Town Council
2. Town Attorney
3. Clerk-Treasurer
4. Town Manager
5. Director of Operations
6. Police Department
7. Fire Department
8. Veridus Report

**WRITTEN COMMUNICATION:**

1. Building Department Report
2. Christopher B. Burke Report

**PUBLIC COMMENT:**

**ADJOURNMENT:**

**PRESS SESSION:**

**NEXT MEETING: Tuesday, August 2, 2022 at 7:00 pm**

*The Town of Cedar Lake is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding accessibility of the meeting or the facilities, please contact the Cedar Lake Town Hall at (219) 374-7400.*

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**July 19, 2022**

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ALL TOWN FUNDS	\$371,424.92
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WASTEWATER OPERATING	\$47,099.30
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WATER UTILITY	\$420,065.18
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STORM WATER	\$99,387.01
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PAYROLL 7-7-2022	\$329,864.17
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JUNE REMITTANCES	\$178,579.23
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TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1423

**AN ORDINANCE AMENDING TOWN ORDINANCE NO. 1168, BEING: “AN ORDINANCE AMENDING TOWN ORDINANCE NO. 834, BEING: AN ORDINANCE RATIFYING TOWN ORDINANCE NO. 810, BEING: ‘AN ORDINANCE AMENDING THE TOWN CODE PERTAINING TO THE LEGAL DESCRIPTIONS OF WARD BOUNDARY DISTRICTS IN THE TOWN OF CEDAR LAKE, AND REPEALING ALL TOWN CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT HEREWITH,’ AND REPEALING ALL TOWN CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT HEREWITH”, REPEALING ALL TOWN CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT HEREWITH, AND ALL MATTERS RELATED THERETO.”, AND REPEALING ALL TOWN CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT HEREWITH, AND ALL MATTERS RELATED THERETO.**

**WHEREAS**, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the “Town Council”), has reviewed current matters pertaining to Ward Boundary Districts for the Town of Cedar Lake, as required by the current applicable laws of the State of Indiana, and specifically, the applicable of provisions of I.C. §36-5-2-4.1, 36-5-2-5, and 3-11-1.5-32, as each are or have been amended from time to time, and specifically pertaining to Ward Boundary Districts within the Town for the purpose of conducting elections of Town Officers; and

**WHEREAS**, the Town Council has further reviewed the provisions of the Indiana Code, and particularly, I.C. §36-5-2-4.1, as amended from time to time, pertaining to the division of the Town into Districts by Ordinance for the purpose of conducting elections of Town Officers; and

**WHEREAS**, the Town Council is aware and informed that on the 18<sup>th</sup> day of December, 2012, Town Ordinance No. 1168 was passed and adopted by then-Town Council, the same being “AN ORDINANCE AMENDING TOWN ORDINANCE NO. 834, BEING: “AN ORDINANCE RATIFYING TOWN ORDINANCE NO. 810, BEING: ‘AN ORDINANCE AMENDING THE TOWN CODE PERTAINING TO THE LEGAL DESCRIPTIONS OF WARD BOUNDARY DISTRICTS IN THE TOWN OF CEDAR LAKE, AND REPEALING ALL TOWN CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT HEREWITH,’ AND REPEALING ALL TOWN CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT HEREWITH”, REPEALING ALL TOWN CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT”; and

**WHEREAS**, the Town Council has reviewed the provisions of the aforementioned adopted Town Ordinance No. 1168 pertaining to the current District (Ward) Boundaries, and has further reviewed the current census data recently received relating to the population throughout the Town of Cedar Lake; and



**WHEREAS**, the Town Council, based upon its review, has determined that the present Ward Boundary District delineation set forth in the Cedar Lake Town Code, as established by Town Ordinance No. 1168, is inadequate according to the current census data from the most recent Y2020 Decennial Census; and

**WHEREAS**, the Town Council has determined it advisable and appropriate to amend the Ward Boundary District delineations and boundaries, and redistrict the Town of Cedar Lake during the current year in order to comply with the current applicable statutes of the State of Indiana, and in order for the Town Districts (Wards) to be composed of contiguous territory, be reasonably compact, and contain (as nearly as possible) equal population; and

**WHEREAS**, the Town Council, having reviewed current applicable State Law, the current year Y2020 Decennial Census data, and the current Town Ward Boundary Districts, as codified in Town Ordinance No. 1168, now concurs that it is advisable, necessary, and in the best interests of the residents of the Town of Cedar Lake that amendments be made to the Town Ward Districts Boundaries in order to comply with current applicable law.

**WHEREAS**, the Town Council has been informed and advised that it has been mandated by applicable statute to re-establish the boundaries of districts (wards) within the Town on the basis of the Y2020 Decennial Census for purposes of conducting elections of Town Officials; and

**WHEREAS**, the Town Council, after being duly and fully advised, has determined that it is necessary, advisable, and in the best interests of the residents of the Town that an amendatory and current Ordinance be passed and adopted in accordance with the applicable provisions of I.C. §36-5-2-4.1, as amended from time to time, to divide the Town of Cedar Lake into districts for the purpose of conducting elections of Town Officers, and specifically following the most recent decennial census for 2020, with such amendment occurring within the time period prescribed by applicable Indiana Code §36-5-2-4.1 (g).

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AS FOLLOWS:**

**SECTION ONE:** That the Town of Cedar Lake, Lake County, Indiana, in accordance with the provisions of I.C. §36-5-2-4.1, as amended from time to time, shall be, and hereby is divided into the following districts for the purpose of conducting elections of Town Officers, and that Town Code Section 30.03, entitled **DISTRICTS.**, of Chapter 30, entitled **TOWN COUNCIL.**, of Title III, entitled **ADMINISTRATION.**, of the Cedar Lake Town Code, be, and the same is hereby amended to read and provide hereafter as follows, namely:

**“TITLE III. ADMINISTRATION.**

**§ 30.03.**

(D). The Town of Cedar Lake is hereby redistricted into five (5) district wards and two (2) at large districts, as set forth on the map attached hereto as Exhibit “A”, incorporated herein by reference and specifically made part of this Ordinance, namely:

**DISTRICT WARD NUMBER ONE**

(See attached Exhibit “B”)

**Candidates**

**(RUN 2022 and 2026)**

**DISTRICT WARD NUMBER TWO**

(See attached Exhibit “B”)

**Candidates**

**(RUN 2022 and 2026)**

**DISTRICT WARD NUMBER THREE**

(See attached Exhibit “B”)

**Candidates**

**(RUN 2022 and 2026)**

**DISTRICT WARD NUMBER FOUR**

(See attached Exhibit “B”)

**Candidates**

**(RUN 2023 and 2027)**

**DISTRICT WARD NUMBER FIVE**

(See attached Exhibit “B”)

**Candidates**

**(RUN 2023 and 2027)**

**AT LARGE DISTRICT WARD NUMBER ONE**

(See attached Exhibit “B”)

**Candidates**

**(RUN 2023 and 2027)**

**AT LARGE DISTRICT WARD NUMBER TWO**

(See attached Exhibit “B”)

**Candidates**

**(RUN 2023 and 2027)**

**SECTION TWO:** That all existing Ordinances, or parts thereof, in conflict with the provisions of this Ordinance, are hereby deemed null, void, and of no legal effect, and are specifically repealed.

**SECTION THREE:** If any section, clause, provision or portion of this Ordinance and these Regulations shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance and these Regulations.

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**SECTION FOUR:** That this Ordinance shall take effect, and be in full force and effect, from and after its passage and adoption by the Town Council of the Town of Cedar Lake, Lake County, Indiana, and filing in conformance with applicable law.

**ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

**TOWN OF CEDAR LAKE,  
LAKE COUNTY, INDIANA,  
TOWN COUNCIL**

\_\_\_\_\_  
Randell C. Niemeyer, Town Council President

\_\_\_\_\_  
Richard Sharpe, Town Council Vice-President

\_\_\_\_\_  
Robert H. Carnahan, Town Council Member

\_\_\_\_\_  
John C. Foreman, Town Council Member

\_\_\_\_\_  
Colleen Schieben, Town Council Member

\_\_\_\_\_  
Ralph Miller, Town Council Member

\_\_\_\_\_  
Julie A. Rivera, Town Council Member

ATTEST:

\_\_\_\_\_  
Jennifer N. Sandberg, IAMC,  
Clerk-Treasurer

**TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA**

**ORDINANCE NO.: 1424**

**AN ORDINANCE ADOPTING LEGISLATION RECENTLY PROMULGATED BY THE INDIANA GENERAL ASSEMBLY ELIMINATING THE UTILITY RECEIPTS TAX FOR WATER RATES IMPOSED UPON THE TOWN MUNICIPAL WATER UTILITY RATE PAYERS, AMENDING THE RATES AND CHARGES COLLECTED BY THE TOWN OF CEDAR LAKE MUNICIPAL WATER UTILITY FROM ITS RATE PAYERS FOR UTILITY RECEIPTS AND TAXES IMPOSED UPON THOSE RATES, AND ALSO FOR SYSTEM-WIDE RATES AND CHARGES AS WELL AS SYSTEM DEVELOPMENT CHARGES AS APPROVED AND ORDERED BY THE INDIANA UTILITY REGULATORY COMMISSION UPON PETITION APPLICATION BY THE TOWN FOR SAME, AND ALL MATTERS RELATED THERETO.**

**WHEREAS**, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the “Town Council”), has passed and adopted Ordinances establishing water rates and charges for the use of and services rendered by its Municipal Waterworks System operated by the Town Municipal Water Utility; and

**WHEREAS**, The Town Council has heretofore approved and adopted Town Ordinance No. 1341 and Town Ordinance No. 1397, each Ordinance amending Ordinances establishing the water rates and charges for the use of and services rendered by its Robins Nest Waterworks System, and Eastside Waterworks System, as well as establish and adopt Water Utility System Development Charge Rates for the Robins Nest Waterworks System (Eastside District) operated by the Town Municipal Water Utility; and

**WHEREAS**, the Town Council has been informed and advised that passage and adoption of Town Amendatory Water Ordinance No. 1341 resulted from an Order issued by the Indiana Utility Regulatory Commission (hereinafter the “IURC”), July 10, 2019, upon petition of the Town, wherein authority to establish and implement a System Development Charge for water utility service in its Eastside District was approved; that within said Order, provisions were set forth in the position of the Office of Utility Consumer Counselor (hereinafter the “OUCC”), that the Town had three (3) separate tariffs, which were believed by the OUCC to cause confusion among ratepayers; and

**WHEREAS**, the Town Council has also been informed and reminded by the content of the above-referenced, July 10, 2019 Order of the IURC of the Agreement of the Town and the OUCC pertaining to consolidation of rates and charges for the Municipal Water Utility that the Town was ordered therein to seek approval of a change to its general rates and charges within three (3) years of the date of the IURC July 10, 2019, Order, or before July 10, 2022; and

**WHEREAS**, the Town Council and Town Utility Board each are informed and advised of the requirements of the July 10, 2019, Order of the IURC for mandated filing to the IURC to seek approval of a change to its general rates and charges for consolidation of same, and as a consequence, establishment of Single Tariff Rates and Charges for the Town Municipal Water Utility; and

**WHEREAS**, the Town Council has utilized its Utility Financing Staff for preparation and submission of a report for consolidation of Water Utility Rates and Charges consistent with the position of the OUCC, as well as the July 10, 2019, Order of the IURC for same; and

**WHEREAS**, the Town Council has further authorized the Town Municipal Utility Specialists and Administrative Staff, Advisors, Utility Attorneys, and responsible Administrative Staff to prepare and file the Town petition for rates and charges for use and services rendered by the Town of Cedar Lake Municipal Water Utility consistent with the IURC Order of July 10, 2019, and consistent with legal and administrative requirements for such submission; and

**WHEREAS**, the Town Consultants and Utility Board have each been informed and advised that the Town Utility Financing Administrative Staff and Advisors have prepared and completed a report for rates and charges for the Town Municipal Water Utility, consistent with legal and administrative requirements for same to the IURC; and

**WHEREAS**, the Town Council, being duly advised, and in compliance with the Order of the IURC upon request recommendation of the OUCC did, on August 31, 2021, file a Petition with the Indiana Utility Regulatory Commission seeking authority to establish and implement a unified, system-wide system development charge ("SDC") to be paid by new water utility customers for system capacity; and

**WHEREAS**, the Town Council having been duly advised and informed of the filing to the IURC mentioned above, and being continuously duly advised, prosecuted its Petition for authority to establish and implement a unified system development charge for water utility service in the Town under IURC Cause No. 45606; and

**WHEREAS**, the Town Council has been informed and advised that prosecution of said aforementioned Petition under IURC Cause No. 45606 was completed with entry of an Order by the IURC approved May 25, 2022, pertaining to said Petition; further, the Town Council has informed and advised the Water Utility ratepayers of said Orders of the Commission under IURC Cause No. 45606; and

**WHEREAS**, the Town of Cedar Lake, Lake County, Indiana, Water Utility, is a Municipal Water Utility entitled to benefits of recently enacted legislation adopted by the Indiana General Assembly, to be effective July 1, 2022, by the existing Utility Receipts Tax being eliminated and repealed; and

**WHEREAS**, the Town Council of the Town of Cedar Lake, Lake County, Indiana, now seeks to amend its Ordinance for establishment of rates and charges applicable to Town Municipal Water Utility Ratepayers so as to remove the aforementioned Utility Receipts Tax from the rates and charges to such water utility ratepayers; and

**WHEREAS**, the Town of Cedar Lake, Lake County, Indiana, Municipal Water Utility, by the Town Council, and based upon the foregoing, now seeks to amend its schedule of rates and charges additionally to its water utility ratepayers to reflect reduction of cost to the water utility ratepayers reflecting such reduction from elimination and repeal of said Utility Receipts and Taxes imposed upon those rates, as well as from the amended provisions for system development charges to the ratepayer.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AS FOLLOWS:**

**SECTION ONE: AUTHORITY** The Town of Cedar Lake, Lake County, Indiana Municipal Water Utility, based upon report recommendation of its Utility Financing Administrative Staff and Administrators, and having been informed of the Legislative Action of the Indiana General Assembly to eliminate and remove the Utility Receipts Tax component of Water Rates and Charges by Municipal Water Utilities to ratepayers, hereby amends and modifies its Water Rate Schedule of rates and charges to eliminate and withdraw that rate component from the rates and charges. Further, the Town of Cedar Lake,

Lake County, Indiana, Town Council, based upon said legislative act of the Indiana General Assembly, hereby eliminates or repeals any tax component for the water utility ratepayers inclusive of the Utility Receipts Tax, and reduces the rates to be charged and collected from such ratepayers consistent with the schedule set forth in Exhibit "A" attached hereto and incorporated herein. This rate reduction and amendment shall be implemented at the earliest time practically available by the Office of the Town Clerk-Treasurer for and on behalf of the Town Municipal Water Utility.

**SECTION TWO:** That the rates and charges for the Eastside and Robins Nest Waterworks District pertaining to the system development charges approved by the Indiana Utility Regulatory Commission with an effective date of May 25, 2022, which Tariff Order was issued pursuant to IURC Cause No. 45606 on said May 25, 2022, is hereby established as the tariff establishing the rates and charges for such system development charged in the Eastside and Robins Nest Waterworks District of the Cedar Lake Municipal Water Utility, and as specified in the Order of the IURC as set forth on the referenced tariff reports from said effective date and thereafter. A copy of said Order of the IURC under said Cause No. is attached hereto as Exhibit "B".

**SECTION THREE:** That the system-wide rates and charges for the Cedar Lake Municipal Water Utility approved by Tariff issued Order of the Indiana Utility Regulatory Commission, with an effective date of July 1, 2022, all issued pursuant to IURC Cause No. 45367 initially filed January 6, 2021, and bearing an effective date of July 1, 2022, is hereby ratified, approved and authorized to be charged and collected hereafter, with such rates and charges to be collected from July 1, 2022, and thereafter. A copy of the Tariff Order of the Indiana Utility Regulatory Commission for such rates and charges approved in the proceedings under IURC Cause No. 45367 shall be and hereby are, from July 1, 2022, the rates and charges for said system-wide rates and charges of the Cedar Lake Municipal Water Utility.

**SECTION FOUR:** That the rates and charges amended as set forth hereinabove under each of the separate Tariff Orders of the Indiana Utility Regulatory Commission under Cause No. 45367, and IURC Cause No. 45606 shall be applicable to all ratepayers and water utility customers served, or to be served, by the Town, through the Town Municipal Water Utility.

**SECTION FIVE:** That all existing Ordinances, or parts thereof, in conflict with the provisions of this Ordinance, are hereby deemed null, void, and have no legal effect, and are specifically repealed.

**SECTION SIX:** If any section, cause, provision, or portion of this Ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect any other section, cause, provision, or portion of this Ordinance.

**SECTION SEVEN:** That this Ordinance shall take effect, and be in full force and effect, from and after approval and issuance of the above-referenced Tariff Orders of the Indiana Utility Regulatory Commission, on the date set forth herein, as approved by Town Council of the Town of Cedar Lake, Lake County, Indiana, in conformance with applicable law.

**ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

TOWN OF CEDAR LAKE, LAKE COUNTY,  
INDIANA, TOWN COUNCIL

\_\_\_\_\_  
Randell C. Niemeyer, President

\_\_\_\_\_  
Richard Sharpe, Vice-President

\_\_\_\_\_  
Robert H. Carnahan, Member

\_\_\_\_\_  
John C. Foreman, Member

\_\_\_\_\_  
Colleen Schieben, Member

\_\_\_\_\_  
Ralph Miller, Member

\_\_\_\_\_  
Julie A. Rivera, Member

ATTEST:

\_\_\_\_\_  
Jennifer N. Sandberg, IAMC  
Clerk-Treasurer

**Cedar Lake Municipal Water Utility**  
Cedar Lake, Indiana

**WESTSIDE DISTRICT**  
**System Development Charge**

<b><u>Line</u></b> <b><u>No.</u></b>	<b><u>Meter Size</u></b>	<b><u>Equivalent</u></b> <b><u>Meter Charge</u></b>
1	5/8 inch	\$3,209
2	3/4 inch	\$4,814
3	1 inch	\$8,023
4	1 1/2 inch	\$16,045
5	2 inch	\$25,672
6	3 inch	\$51,344
7	4 inch	\$80,225
8	6 inch	\$160,450

If larger meter charges are required, those charges are to be calculated by using the associated flow ratio from the AWWA M-1 Manual multiplied by the 5/8 inch meter charge (base charge).

**Issued Pursuant to**  
Cause No. 45606  
May 25, 2022  
Indiana Utility Regulatory Commission  
Water/Wastewater Division

**EFFECTIVE**  
May 25, 2022  
Indiana Utility Regulatory  
Commission



**Cedar Lake Municipal Water Utility**  
Cedar Lake, Indiana

**EASTSIDE and ROBINS NEST WATERWORKS DISTRICT**  
**System Development Charge**

<b><u>Line</u></b> <b><u>No.</u></b>	<b><u>Meter Size</u></b>	<b><u>Equivalent</u></b> <b><u>Meter Charge</u></b>
1	5/8 inch	\$2,556
2	3/4 inch	\$3,834
3	1 inch	\$6,390
4	1 1/2 inch	\$12,780
5	2 inch	\$20,448
6	3 inch	\$40,896
7	4 inch	\$63,900

If larger meter charges are required, those charges are to be calculated by using the associated flow ratio from the AWWA M-1 Manual multiplied by the 5/8 inch meter charge (base charge).

Issued Pursuant to  
Cause No. 45606  
May 25, 2022  
Indiana Utility Regulatory Commission  
Water/Wastewater Division

EFFECTIVE  
May 25, 2022  
Indiana Utility Regulatory  
Commission

**Cedar Lake Municipal Water Utility**  
Cedar Lake, Indiana

**System-Wide Rates and Charges**

Line  
No.

Metered Rates per Month, per 1,000 gallons:

1	First	4,000	\$10.22
2	Next	4,000	8.52
3	Next	4,000	6.99
4	Next	4,000	5.80
5	Next	4,000	4.93
6	Next	20,000	4.09
7	All Over	40,000	1.70

Minimum Charge

	Meter Size	Volume Included	
8	5/8, 3/4 inch meter	2,000	\$20.44
9	1 inch meter	10,000	88.93
10	1 1/2 inch meter	20,000	145.83
11	2 inch meter	32,000	194.94
12	3 inch meter	60,000	261.82
13	4 inch meter	100,000	330.08
14	6 inch meter	200,000	500.72

**Non-Recurring Rates - Applicable to All Customers of the Cedar Lake Municipal Water Utility**

**Late Fees**

- 15 10% of the first \$3.00 and 3% of the amount over \$3.00.

**Insufficient Funds Fee**

- 16 Check returned for insufficient funds \$ 11.00

**Reconnect Fee**

- 17 A reconnect fee shall be charged to reconnect service at any location which has been disconnected for non-payment of bills as follows:

- 18 (A) During business hours \$ 40.00

Issued Pursuant to

Cause No. 45367

January 6, 2021

Indiana Utility Regulatory Commission  
Water/Wastewater Division

EFFECTIVE

July 1, 2022

Indiana Utility Regulatory  
Commission

**TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA**

**ORDINANCE NO: 1426**

**AN ORDINANCE ANNEXING CERTAIN CONTIGUOUS LAND TO THE  
TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AND ALL  
MATTERS RELATED THERETO.**

**WHEREAS**, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter the "Town Council"), seeks to file and process a Petition for Voluntary Annexation to the Town of Cedar Lake (hereinafter, the "Town"); and

**WHEREAS**, the Town Council has reviewed the Petition for Annexation to the Town of Cedar Lake for annexation of approximately 40 acres of land into the Town; and

**WHEREAS**, the Town Council seeks to annex certain contiguous territories and property to the Town of Cedar Lake, pursuant to the applicable provisions of I.C. §36-4-3, *et seq.*, as amended from time to time, and more particularly, I.C. §36-4-3-5.1, concerning Voluntary Annexation; and

**WHEREAS**, the Town Council has deemed it to be necessary and appropriate for the future development of the Town of Cedar Lake that said subject parcels for which annexation is sought to be annexed do provide for the continued and coherent planned growth and development of the Town; and

**WHEREAS**, The Town Council has duly considered said annexation petition and has determined said annexation to be in the best interests of the health, safety and welfare of the Town of Cedar Lake as the annexation of the subject parcel is necessary for the present and future planned coherent growth and development of the Town; and

**WHEREAS**, the Town Council has determined that the subject parcel sought to be annexed, well within the prescribed time limits, shall be provided by the Petitioner with governmental and proprietary services by the Town in the same manner as those services are provided to areas within the municipal corporate boundaries that have similar topography, patterns of land use, and population density consistent with applicable federal, state and local laws, procedures and planning criteria; and

**WHEREAS**, the Town Council of the Town of Cedar Lake, Lake County, Indiana, has established a Fiscal Plan by its approval of Town Resolution No. 1313 evidencing a definite policy showing:

1. The cost estimate of planned services to the subject parcel to be annexed.
2. The methods of financing the planned services.
3. The plan for the organization and extension of the services by the Petitioner.
4. The furnishing of services of a non-capital nature, including police protection, fire

protection, and street and road maintenance to the territory within one (1) year from the effective date of the annexation, which service shall be in a manner equivalent in standard and scope to those non-capital services provided to areas within the Town of Cedar Lake; and

5. The furnishing of services of a capital nature by the Petitioner, including street construction, street lighting, sewer facilities, water facilities, and stormwater drainage facilities, which will be provided by the Petitioner to the annexed territory within three (3) years after the effective date of annexation in the manner as those services are provided to similar areas within the municipal corporate boundaries of the Town.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AS FOLLOWS:**

**SECTION ONE:** That the subject parcel(s) described on attached Exhibit "A" hereto, which are deemed contiguous to the Town of Cedar Lake, be, and the same hereby are annexed to, and made part of, the Town of Cedar Lake, Lake County, Indiana.

**SECTION TWO:** That this Annexation Ordinance shall become final thirty (30) days after adoption, filing, recordation and publication thereof, and the effective date of the annexation shall be in conformance with applicable law.

**SECTION THREE:** That the subject parcel(s), as set forth on attached Exhibit "A" hereto shall be annexed with an Agriculture Zoning District Classification for the property.

**SECTION FOUR:** That the parcel of real estate brought to be annexed will be assigned to Ward 5 as a voting district in the Town of Cedar Lake, Lake County, Indiana, pursuant to the applicable provisions of I.C. §36-4-3-4(g), as amended.

**SECTION FIVE:** That the Clerk-Treasurer of the Town is hereby directed to cause this Ordinance to be published one (1) time, within thirty (30) days from the date of the adoption of this Ordinance, in conformance with applicable law, as amended from time to time.

**SECTION SIX:** That all existing Town Code Sections and Ordinances, or parts thereof, in conflict with the provisions of this Ordinance, are hereby deemed null, void, and of no legal effect, and are specifically repealed.

**SECTION SEVEN:** If any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance.

**SECTION EIGHT:** That this Ordinance shall take effect, and be in full force and effect, from and after its passage and adoption by the Town Council of the Town of Cedar Lake, Lake County, Indiana, and publication in conformance with applicable law, subject expressly upon the conditions precedent set forth herein, the Petitioner Commitments in the Petition, approval Fiscal Plan, and this

Ordinance, as well as in the Petition for Voluntary Annexation upon which this Ordinance adoption is premised.

**ALL OF WHICH IS PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.**

**TOWN OF CEDAR LAKE, LAKE COUNTY,  
INDIANA, TOWN COUNCIL**

\_\_\_\_\_  
Randell C. Niemeyer, President

\_\_\_\_\_  
Richard Sharpe, Vice-President

\_\_\_\_\_  
Robert H. Carnahan, Councilmember

\_\_\_\_\_  
Colleen Schieben, Councilmember

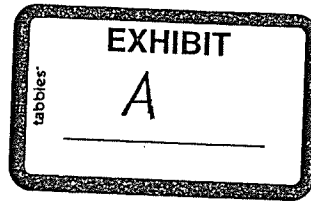
\_\_\_\_\_  
Ralph Miller, Councilmember

\_\_\_\_\_  
Julie A. Rivera, Councilmember

\_\_\_\_\_  
John C. Foreman, Councilmember

ATTEST:

\_\_\_\_\_  
Jennifer N. Sandberg, IAMC  
Clerk Treasurer



The South Half of the Northeast Quarter of the Southwest Quarter of Section 3, Township 33 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, except a part described as follows: Commencing at the Southwest corner of said tract; thence East along the South line of said tract 550.0 feet; thence North and parallel with the West line of said tract 600.0 feet; thence West and parallel with the South line of said tract 550.0 feet to the West line of said tract; thence South along said West line 600.0 feet to the point of beginning.  
Parcel 2:

The Northwest Quarter of the Southwest Quarter of Section 3, Township 33 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, EXCEPT that part of the following described real estate lying within the Northwest Quarter of the Southwest Quarter of said Section 3, described as follows: A part of the North Half of the Southwest Quarter of Section 3, Township 33 North, Range 9 West of the 2nd Principal Meridian, more particularly described as follows: Commencing at a point on the South line of said tract a distance of 1294 feet East of the West line of said tract; thence due North perpendicular to said South line a distance of 90.0 feet; thence North 37 degrees 18 minutes 30 seconds East a distance of 100.63 feet; thence North 86 degrees 9 minutes 30 seconds East a distance of 59.14 feet; thence due South a distance of 174.0 feet to the South line of said North Half of the Southwest Quarter; thence due West along said South line a distance of 120.0 feet to the point of beginning in Lake County, Indiana.  
Parcel 3:

The Southeast Quarter of the Northwest Quarter of Section 3, Township 33 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana.  
Parcel 4:

The North Half of the Northeast Quarter of the Southwest Quarter of Section 3, Township 33 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana.

45-19-03-100-005.000-037

15135 PARNATH AVE., LOWELL, IN 46356

# PETITION FOR ANNEXATION INTO THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA


Property Owner(s) Information	Petitioner(s) Information (If different than owner.)
Name(s) TOWN OF CEDAR LAKE	Name(s) TOWN OF CEDAR LAKE
Mailing Address P.O. BOX 707	Mailing Address P.O. BOX 707
City, State, Zip CEDAR LAKE, IN 46303	City, State, Zip CEDAR LAKE, IN 46303
Phone 219-374-7000	Phone 219-374-7000
Alternate Phone	Alternate Phone
Fax	Fax

Engineer(s) Information
Name(s) Christopher B. Burke Engineering, Ltd. (CBBEL)
Mailing Address 2100 N. Main St.
City, State, Zip Crown Point, IN 46307
Phone 219-663-3410
Alternate Phone
Fax

I (We) the undersigned now state that the information contained in this application and all attached exhibits are true and correct to the best of my (our) knowledge and belief and that I (we) have read all the information contained above and that I (we) am/are submitting such facts and figures to the Cedar Lake Plan Commission for the purpose of this request for the above referenced real estate.

**Signature of Owner(s):**

**Town of Cedar Lake, Lake County, Indiana,  
a Municipal Corporation**

By:   
Randall C. Niemeyer, Town Council President

ATTEST:   
Jennifer N. Sandberg, I.A.M.C.  
Town Clerk-Treasurer

STATE OF INDIANA       )  
                                      ) SS:  
COUNTY OF LAKE        )

Subscribed and sworn to before me this 14 day of July, 2022.

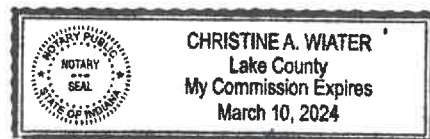
Christine A. Wiater  
Notary Public  
My Commission Expires March 10, 2024

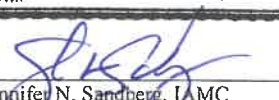
**Signature of Petitioner(s)**

**Signature of Owner(s):**

**Town of Cedar Lake, Lake County, Indiana,  
a Municipal Corporation**

By:   
Randall C. Niemeyer, Town Council President



ATTEST:   
Jennifer N. Sandberg, I.A.M.C.  
Town Clerk-Treasurer

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Subscribed and sworn to before me this 14 day of July, 2022.



CHRISTINE A. WIATER  
Lake County  
My Commission Expires  
March 10, 2024

Christine A. Wiater  
Notary Public  
My Commission Expires March 10, 2024

#### PREMISES AFFECTED

Common Address: 15135 Parrish Ave.

Legal Description: See Attached Exhibit "A"

Acres: \_\_\_\_\_

City/ Town, State/ Zip: Lowell, IN 46356

TIF District: Yes / No    Airspace Zone: N/A    Flood Zone: N/A

Present Zoning District: \_\_\_\_\_ Description: \_\_\_\_\_ Attached Ordinance: Yes/ No

Use of Premises: \_\_\_\_\_

Use and Zoning of Adjacent Properties:

North: \_\_\_\_\_ Zoned: \_\_\_\_\_

South: \_\_\_\_\_ Zoned: \_\_\_\_\_

East: \_\_\_\_\_ Zoned: \_\_\_\_\_

West: \_\_\_\_\_ Zoned: \_\_\_\_\_

#### ATTACHMENT A: DETAILED STATEMENTS OF REASONS

##### What is the purpose for this Annexation Request?

The above property needs to be annexed into Cedar Lake Town limits in order to use said property for the dredging of the Lake Ecosystem Project.

##### What is the Proposed Development for this Property?

This property will be used to develop a dewatering facility for purposes of removing dredged water and waste materials for the Lake for its Lake Ecosystem Restoration Project.

The answers to the following statements will be used to assess the fiscal, economic, and social impact of this annexation to the Town. Please be as thorough as possible in your answers and attach a more detailed response if necessary:



- 1) How many units are proposed for the acreage to be annexed? 40 What will be the density per acre? None for the initial public use
- 2) How many square feet of Commercial Structures? None/unknown How many feet of Industrial Structures? None/Unknown
- 3) How many acres of dedicated park land is anticipated? Upon completion, 0 to 40A(+/-)
- 4) How many acres of detention/ retention will be provided? Unknown
- 5) Are the detention/ retention areas the same as the dedicated park lands? Not known presently
- 6) How many linear feet of new-dedicated roads are anticipated? Not known presently
- 7) A Developmental Standards Manual exists for the Town of Cedar Lake placing minimum standards on street widths, curbing, sidewalks, etc. Is the annexation area intended to be a Planned Unit Development or Standard Subdivision? (circle one) P.U.D. / Standard Subdivision
- 8) Are there unique features contained within the area proposed? (Please explain: items such as historical buildings, archeological sites, unique topography, existing structures, water features, forested areas, wetlands, mineral rights, conservation easements, etc.)  
None. This parcel is agricultural in use.

- 9) What is the anticipated total wastewater flow intending to be new to the Cedar Lake Sanitary Sewer Collection System? Unknown (Note: for design purposes a standard of 300 gallons per day per unit is used for residential; commercial and industrial uses are designed at 3 residential equivalents per unit per day)
- 10) How many linear feet of Stormwater sewers are anticipated? Unknown
- 11) What is the anticipated completion date for the total build-out of the entire property intended to be annexed? Unknown
- 12) Is the contiguous boundary also a public road? Yes / No If yes. Who currently controls the maintenance of the road? Lake County What is the current condition? Poor
- 13) Do you plan on improving this boundary road as part of the project? Yes / No
- 14) How is the potable water supply for this area going to be handled?  
None at Present

Please attach the following items with this petition:

- a) Legal description of all parcels contained within this proposal. (See attached)
- b) Concept or Site Plan for site. (ten copies)
- c) Area Map at ½ mile radius. (ten copies)
- d) Vicinity Map of site adjacent/ adjoining properties with owner's addresses. (one copy)
- e) List of Adjacent Property Owners. (either Township assessor or County Auditor) (y)
- f) Affidavit and Consent of Property Owner(s). (one copy)
- g) Application fee of \$400.00 per Ordinance 496, Title XXXII-Fees, H., page 188. (Repealed)
- h) The petitioner may be responsible for other fees and charges due to legal notices, adjacent property owner notices, and special meeting public hearings fees.
- i) The petitioner may also be responsible for certifying compliance to notice requirements.

FOR OFFICE USE ONLY			
Date Received:	_____	Fee Paid:	_____
Adjacent Council Ward Assignment:	_____		
Received By:	_____		
Application Forwarded To:	_____		
Petition Distributed To:	Parks Department _____	Fire Department _____	Public Works _____
	Stormwater Board _____	Town Engineer _____	Clerk-Treasurer _____
	Town Attorney _____	Redevelopment Commission _____	
	Planning Commission _____	Town Council _____	
Initialed By:	_____		

Plan Commission Recommendation: \_\_\_\_\_ Favorable \_\_\_\_\_ Unfavorable \_\_\_\_\_ No Recommendation  
Conditions:

Signed By: Plan Commission President \_\_\_\_\_.

Recording Secretary \_\_\_\_\_.

**ANNEXATION TIMELINE**  
**(PUT COPY OF LAW IN FILE)**

**FILE NAME:** CL/TOWN  
**40-ACRE PARCEL FROM DIAMOND PEAK**  
**ANNEXATION**

<b>DATE</b>	<b>EVENT</b>
<b>7/____/22</b>	<b>INITIAL PETITION FILED BY PETITIONER</b>
<b>7/18/22</b>	<b>INTRODUCTORY/FIRST READING TOWN COUNCIL ANNEXATION, ORDINANCE NO. 1426 COUNCIL IN PUBLIC MEETING</b>
<b>7/20/22</b>	<b>DEADLINE TO SUBMIT NOTICE OF PUBLIC HEARING TO NEWSPAPERS</b>
<b>7/27/22</b>	<b>DEADLINE FOR PUBLICATION OF NOTICE OF PUBLIC HEARING</b>
<b>8/16/22</b>	<b>TOWN COUNCIL PUBLIC HEARING ON ANNEXATION ORDINANCE-APPROVAL OF FISCAL PLAN BY RESOLUTION NO. ***</b>
<b>9/6/22</b>	<b>TOWN COUNCIL ADOPTION OF ANNEXATION ORDINANCE (REGULAR PUBLIC MEETING) (Not earlier than 14 days after adoption)</b>
<b>9/9/22</b>	<b>DEADLINE TO SUBMIT NOTICE OF ADOPTION TO NEWSPAPERS</b>
<b>9/16/22</b>	<b>NOTICE OF ADOPTION PUBLICATION</b>

**-ANNEXATION BECOMES EFFECTIVE**

***ANNEXATION ORDINANCE TO BE RECORDED (10/6/22)***

***CORRESPONDENCE TO ELECTION AND US CENSUS BUREAU  
ENCLOSING PUBLISHED RECORDED ORDINANCE***

**TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA**

**ORDINANCE NO.: 1427**

**AN ORDINANCE AMENDING TOWN ORDINANCE NO.: 1385, BEING “AN ORDINANCE ESTABLISHING RULES AND REGULATIONS FOR THE WATER UTILITY OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, ADOPTING SAID RULES AND REGULATIONS FOR THE TOWN, REPEALING ALL ORDINANCES AND TOWN CODE SECTIONS, OR PORTIONS THEREOF, IN CONFLICT HERewith, AND ALL MATTERS RELATED HERETO”, REPEALING ALL ORDINANCES AND TOWN CODE SECTIONS, OR PORTIONS THEREOF, IN CONFLICT HERewith, AND ALL MATTERS RELATED HERETO”.**

**WHEREAS**, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the “Town Council”), has reviewed its business and management practices for the Town Municipal Water Utility for water sprinkling regulations as a consequence of constant monitoring and vigilance in the administration of the Town Municipal Water Utility, as well as for responsible preservation and utilization of the existing water supply available to the Town Municipal Water Utility customers and ratepayers; and

**WHEREAS**, the Town Council, being duly informed and advised, now concurs, and agrees that the current water sprinkling usage regulations and guidelines require amendment to responsibly preserve and utilize the existing water supply available to Town customers and ratepayers of the Town Municipal Water Utility; and

**WHEREAS**, the Town Council, being duly informed and advised, and based upon its determination to responsibly preserve and utilize the existing water supply available to the Town customers and ratepayers of the Town Municipal Water Utility, as well as to manage the water supply to reduce the establishment or creation of water shortages, now concurs and agrees that further amendment and modification of Town Water Usage Regulations and Ordinance No. 1385, which was adopted by the Town Council the 18<sup>th</sup> day of May, 2021, is necessary and required for such purposes; and

**WHEREAS**, the Town Council, upon its further review and assessment, concurs and agrees that continuing responsible management and operation of the Town Municipal Water Utility for the benefit of Town customers and ratepayers is essential, and that in order to preserve water supply, and properly and adequately maintain the Municipal Water Utility supply and distribution system, determines that further amendment for operational regulations is appropriate, advisable, and should be established.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AS FOLLOWS:**

**SECTION ONE:** That **SECTION THREE**, of Town Ordinance No. 1385, duly adopted by the Town Council of the Town of Cedar Lake, Lake County, Indiana, the 18<sup>th</sup> day of May, 2021, be, and the same is hereby amended to read and provide hereinafter as follows, namely:

**“SECTION THREE** That notwithstanding anything herein to the contrary, the following water usage by customers and residents served by the Waterworks System of the Town are exempt from the aforesaid water conservation policies and regulations set forth hereinafter, namely:

A. Homeowners with newly planted or seeded lawns may water the newly planted lawn for no longer than four (4) weeks from date of newly planting or seeding such lawns are exempt.

B. Retail businesses offering primarily car washing services to patrons are exempt.

C. That notwithstanding the provisions of **SECTION TWO** and **SECTION THREE** of Town Ordinance No. 1385, as set forth hereinabove, homeowners with newly planted or seeded lawns may water the newly planted lawn for no longer than four (4) weeks from the date of newly planting or seeding such lawns, or as determined by the Town Municipal Water Utility Superintendent, or Town Manager, as set forth herein. Further, the Town Municipal Water Utility Superintendent or Town Manager shall have the authority under this Sprinkling Usage Regulations Amendatory Ordinance to require homeowners in new homes with newly planted or seeded lawns to be placed on the even/odd rotation for sprinkling usage when the demands on the supply in the Municipal Water Utility system are reduced and conditions are too exigent for the safety of the system to permit unlimited usage.”

**SECTION TWO:** That all remaining terms and provisions of Town Ordinance No. 1385, adopted by the Town Council May 18, 2021, not amended hereby, are ratified and reaffirmed in the entirety.

**SECTION THREE:** That all existing Ordinances and Town Code Sections, or parts thereof, in conflict with the provisions of this Ordinance, are hereby deemed null, void, and of no legal effect, and are specifically repealed.

**SECTION FOUR:** If any section, clause, provision or portion of this Ordinance and these Regulations shall be held to be invalid or unconstitutional by a Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance and these Regulations.

**SECTION FIVE:** That this Ordinance and these Regulations shall take effect, and be in full force and effect, from and after passage and adoption by the Town Council of the Town of Cedar Lake, Lake County, Indiana, in conformance with applicable law.

**ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA THIS \_\_\_\_ DAY OF JULY, 2022.**

**TOWN OF CEDAR LAKE, LAKE COUNTY,  
INDIANA, TOWN COUNCIL**

\_\_\_\_\_  
Randell C. Niemeyer, President

\_\_\_\_\_  
Richard Sharpe, Vice-President

\_\_\_\_\_  
Robert H. Carnahan, Member

\_\_\_\_\_  
John C. Foreman, Member

\_\_\_\_\_  
Ralph Miller, Member

\_\_\_\_\_  
Colleen Schieben, Member

\_\_\_\_\_  
Julia A. Rivera, Member

**ATTEST:**

\_\_\_\_\_  
Jennifer N. Sandberg, IAMC,  
Clerk-Treasurer

**TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA**

**RESOLUTION NO.: 1310**

**A RESOLUTION OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, TOWN COUNCIL, AUTHORIZING THE TRANSFER OF CERTAIN PARCELS OF REAL PROPERTY TO THE TOWN OF CEDAR LAKE DEPARTMENT OF REDEVELOPMENT UNDER THE AUTHORITY AND JURISDICTION OF THE TOWN REDEVELOPMENT COMMISSION, AS WELL AS EXECUTION AND DELIVERY OF ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENDED REAL PROPERTY TRANSFER, AND ALL MATTERS RELATED THERETO.**

**WHEREAS**, the Town of Cedar Lake, Lake County, Indiana (hereinafter, the “Town”) is a Municipal Corporation duly organized and existing under and by virtue of the laws of the State of Indiana, and is acting under the jurisdiction of its duly elected Town Council (hereinafter, the “Town Council”); and

**WHEREAS**, the Town is authorized by applicable provisions of the Indiana Code, including as set forth at I.C. § 36-1-11-8, to transfer or exchange property with a governmental entity upon terms and conditions agreed upon by the entities as evidenced by adoption of a substantially identical Resolution by each entity; and

**WHEREAS**, the Town has ownership interest in two separate parcels of real property located within the Municipal Corporate boundaries of the Town; that said separate parcels of real property are identified and specified as set forth in Exhibit “A” attached hereto, and are incorporated herein; and

**WHEREAS**, the Town Council has, additionally, by virtue of its statutory authority, established a Department of Redevelopment for the Town of Cedar Lake, as provided for by the applicable provisions of I.C. § 36-7-14.5, et seq., as amended; and

**WHEREAS**, the Town Council has been informed and advised that the aforementioned parcels of real property legally described in Exhibit “A” attached hereto are the subject of planned public and private improvements, as well as all applicable development infrastructure related thereto; further, the subject parcels of real property described aforesaid and as set forth in Exhibit “A” attached hereto are parcels that are identified as integral for the conceptual and ultimate development of public and private infrastructure for continuing development in the Town which is the function and mission objective of the Town Department of Redevelopment established for same; and

**WHEREAS**, the Town of Cedar Lake, Lake County, Indiana, Department of Redevelopment, by its duly appointed Redevelopment Commission, is a governmental entity which may own real property for its intended jurisdictional purposes of redevelopment in the Town of Cedar Lake; and

**WHEREAS**, the Town Council seeks to aid and contribute to the continued redevelopment of the Town of Cedar Lake in conjunction with the Town Department of Redevelopment, under the jurisdiction and governance of its duly appointed Redevelopment Commission, for the aforementioned purposes, and therefore, now agrees and concurs that a transfer of property pursuant to the provisions of I.C. § 36-1-11-8, as amended, permit such transfer by the instruments for property ownership purposes to fulfill the objectives aforesaid; and

**WHEREAS**, the Town Council, being duly advised, and having considered the benefits in redevelopment to the Town of Cedar Lake, now concurs and agrees that a transfer of the real property described in Exhibit "A" attached hereto is appropriate, advisable, and in the best interest of the Town; further, that in the event the Town Redevelopment Commission concurs and agrees likewise, and passes its own substantially identical Resolution accepting said proposed conveyance, that the subject parcels of real property described shall be transferred by appropriate Deed Instrument, whereby said transfer will occur for no consideration.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, THAT:**

**SECTION ONE:** The Town Council of the Town Cedar Lake, Lake County, Indiana hereby determines that it is appropriate to transfer by appropriate Deed Instruments the parcels of real property described in Exhibit "A" hereto, for no consideration, to the Town Department of Redevelopment, under the jurisdiction and authority of the Town Redevelopment Commission, for purposes of redevelopment in the Town consistent with applicable law. Further, the Town Council hereby approves the transfer of these aforementioned parcels of real property and authorizes signature execution of said Instruments for delivery to effectuate the intended real property transfer herein to the Town Department of Redevelopment, utilizing the applicable provisions of law.

**SECTION TWO:** The President or Vice-President of the Town Council and the Town Clerk-Treasurer are hereby authorized and directed, on behalf of the Town, to execute and deliver Deed Instruments approved by each of the Town of Cedar Lake, Lake County, Indiana, and the Department of Redevelopment of the Town of Cedar Lake, Lake County, Indiana, for the transfer contemplated. Further, the President or Vice-President of the Town Council, with attestation of the Town Clerk-Treasurer, are hereby authorized and directed to take all such further actions and to execute all such Instruments as are necessary and required to carry out the transfer contemplated by the Resolution in such forms as said Town Council President or Vice-President, and attesting Clerk-Treasurer executing same, shall deem proper, with approval to be conclusively evidence by the execution thereof.



**SECTION THREE:** That this Resolution shall take effect, and be in full force and effect, from and after passage and approval by the Town Council of the Town of Cedar Lake, Lake County, Indiana, in conformance with applicable law.

**ALL OF WHICH IS PASSED AND RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

**TOWN OF CEDAR LAKE, LAKE COUNTY,  
INDIANA, TOWN COUNCIL**

\_\_\_\_\_  
Randell C. Niemeyer, President

\_\_\_\_\_  
Richard Sharpe, Vice-President

\_\_\_\_\_  
Robert H. Carnahan, Member

\_\_\_\_\_  
John C. Foreman, Member

\_\_\_\_\_  
Colleen Schieben, Member

\_\_\_\_\_  
Ralph Miller, Member

\_\_\_\_\_  
Julie A. Rivera, Member

**ATTEST:**

\_\_\_\_\_  
Jennifer N. Sandberg, IAMC,  
Clerk-Treasurer

**TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA**

**RESOLUTION NO. 1312**

**A RESOLUTION AUTHORIZING A TEMPORARY LOAN FOR THE 2017 RDA A, B, & C BONDS OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA**

**WHEREAS**, a shortfall of the 2021 Pay 2022 Spring Tax Settlement was received before June 30, 2022, and sufficient funds are not available to make the Lease Payment obligation due by July 15, 2022; and

**WHEREAS**, an extraordinary emergency exists at this time and it is necessary for said Town to borrow sufficient funds to meet debt obligations. Therefore, the **Wastewater Treatment Plant Special Fund #633** of said Town shall temporarily advance to the **2017 RDA A, B, & C Bond Fund #412** for calendar year 2022; and

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, INDIANA THAT:**

**SECTION ONE:** The sum of **\$174,102.54** shall be transferred from the Wastewater Treatment Plant Special Fund #633 to the 2017 RDA A, B, & C Bond Fund #412, in order to meet necessary debt service expenditures.

**SECTION TWO:** That the repayment shall be made upon receipt of the 2021 pay 2022 Fall Tax Settlement anticipated on or before **December 31, 2022**.

**SECTION THREE:** That an emergency exists and this Resolution shall be in full force and effect from and after its passage and approval by the Town Council of the Town of Cedar Lake, Lake County, Indiana.

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA THIS 19<sup>th</sup> DAY OF July, 2022.**

**TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA**

\_\_\_\_\_  
Randell Niemeyer, President

\_\_\_\_\_  
Richard Sharpe, Vice President

\_\_\_\_\_  
Robert H. Carnahan

\_\_\_\_\_  
John Foreman

\_\_\_\_\_  
Julie Rivera

\_\_\_\_\_  
Ralph Miller

ATTEST:

\_\_\_\_\_  
Colleen Schieben

\_\_\_\_\_  
Jennifer N. Sandberg, IAMC  
Clerk-Treasurer



## PROPOSAL

**TO THE:**

**DATE:** June 6th, 2022

**Cedar Lake, IN**

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

**One (1) Sutphen Extreme Duty Custom Rescue Engine Complete and Delivered  
for the Sum of.....\$1,018,903.00\***

*\*This price is based payment in full at the time of delivery.*

*\*The price is based on Sutphen Sourcewell contract number 113021-SUT*

The unit shall be manufactured completely in accordance to the following proposal and delivered in approximately **24-26** months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

**This proposal shall be valid for 45 days.** If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Respectfully submitted,

Andy Herb  
Herb Fire Equipment  
(614) 329-1610

**Herb Fire**

**SUTPHEN CORPORATION**

6450 Eiterman Road | Dublin, OH 43016 | 1-800-848-5860



## Sutphen

### Component Report

Dealership: Herb Fire (Andy Herb)

## HS- Cedar Lake Fire Department, IN Program 1 Pumper

Order#: SQB014560\_1

Contact:

Position:

Phone:

Mobile:

Email:

### Bill To

Customer: Cedar Lake Fire Department

Contact: ,

Address: 9430 W. 133rd Ave  
Cedar Lake, IN 46303

### Ship To

Customer: Same as Bill-to

Contact: ,

Address: 9430 W. 133rd Ave  
Cedar Lake, IN 46303

### Comments

Project Coordinator:

Sales Person:

Revision Level:

Truck Type:

Body Facility:

### Quote Line Number 1

Line	Item #	Qty	Item Description/Comments
1	10000215	1	STD WIRING SCHEMATIC
2	10310100	1	CHASSIS
CHASSIS			
3	10010001	1	CHASSIS, CUSTOM
4	51070196	1	WHEELBASE = 196
5	25010100	1	FRAME, 10" DOUBLE RAILS, SINGLE AXLE (50K PSI)
6	45010001	1	FRONT TOW EYES, BELOW BUMPER, PAINTED
7	46010000	1	REAR TOW EYES, PAINTED
8	40010250	1	STEERING - ROSS TAS-85
9	22010000	1	DRIVE LINE, SPICER, 1710 SERIES
10	23014130	1	ENGINE, CUMMINS L 9 450HP DOC-DPF-DEF-SCR OBD
11	23029100	1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS L9
12	23029300	1	AFTERTREATMENT WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS L9


Line	Item #	Qty	Item Description/Comments
13	23030006	1	AIR INTAKE/EMBER SEPARATOR
14	23031173	1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD, FS1098
15	23031210	1	FUEL FILTER, SECONDARY, FLEETGUARD, FF63009
16	47012430	1	TRANSMISSION, ALLISON GEN 5, EVS3000
17	23110005	1	JACOBS ENGINE BRAKE FOR CUMMINS L ENGINES
18	47024050	1	TRANSMISSION COOLER
19	47030000	1	ALLISON TOUCH PAD SHIFTER
20	21021200	1	COOLING SYSTEM
21	21030195	1	COOLANT FILTER
22	21030000	1	FAN CLUTCH
23	21030200	1	RADIATOR COOLANT RECOVERY, PRESSURIZED SYST
24	26010010	1	FUEL TANK, STAINLESS STEEL, 65 GAL
25	26030000	1	FUEL FILL
26	26030100	1	FUEL COOLER
27	24040000	1	DIESEL EXHAUST FLUID TANK
28	13010225	1	ALTERNATOR, LEECE NEVILLE 420 AMP BLP4003
29	13030100	1	LOW VOLTAGE ALARM, FLOYD BELL TXB-V86-515-QF
30	15010500	1	BATTERIES, INTERSTATE TYPE 31 MHD (4)
31	15031700	1	BATTERY JUMPER TERMINALS
32	15030450	1	120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT W/ BUILT IN BAR GRAPH DISPLAY 091-55-234-XXX
33	15040100	7	120V OUTLET WIRED TO SHORELINE INLET - EA (7)
34	15031565	1	BATTERY CHARGER, KUSSMAUL LPC 40
35	14022120	1	FRONT AXLE, HENDRICKSON STEERTEK NXT 20,000 LB.
36	41022120	1	FRONT SUSPENSION, HENDRICKSON 20,000 LBS. (4) 56" LEAFS
37	41040510	1	STEER ASSIST
38	43010305	1	FRONT TIRES GOODYEAR 385/65R22.5 LRJ G296 22.5 x 12.25 WHEELS

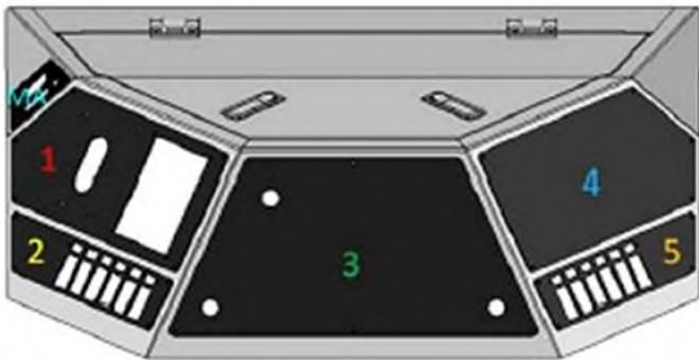
Line	Item #	Qty	Item Description/Comments
39	14510530	1	REAR AXLE, MERITOR RS-26-185 27,000 LB.
40	14530100	1	TOP SPEED, 68 MPH
41	42010015	1	REAR SUSPENSION, FIREMAAX 27,000 LBS. AIR RIDE
42	44010320	1	TIRES, REAR, GOODYEAR 12R22.5 LRH G622 MUD & SNOW 24,000 - 27,000 GVWR
43	42910200	1	TIRE PRESSURE MONITOR, REAL WHEELS, LED
44	44210000	1	WHEELS, STEEL (max 27K rear)
45	44230210	1	BALANCE STEEL WHEELS, SINGLE AXLE
46	44270100	1	HUB COVERS, FRONT & REAR, POLISHED STS (Single Axle)
47	44270300	1	CHROME LUG NUT CAPS, FRONT & REAR (Single Axle)
48	44271100	1	MUD FLAPS, FRONT (PAIR)
49	44271200	1	MUD FLAPS, REAR (PAIR)
50	54010010	1	DATA, SAFETY & WARNING TAGS APPLICATION, ADHESIVE
51	16010265	1	BRAKES STEERTEK DISC PLUS EX225 FRONT, MERITOR DISC PLUS EX225 REAR (SINGLE AXLE)
52	18010041	1	AIR BRAKE SYST 4 TANKS WABCO 1200 DRYER (24K, 27K)
53	18030140	1	AIR INLET CONNECTION
54	18035110	1	AIR COMPRESSOR, KUSSMAUL AUTO PUMP AC, 100PSI
55	18220500	1	NO ELEC STABILITY CONTROL SYS
56	18110000	1	WABCO 4 CHANNEL ANTI-LOCK BRAKES (24K, 27K)
57	53510000	1	COMPRESSION FITTINGS ON AIR SYSTEM (CHASSIS)
58	54010000	1	MISCELLANEOUS ITEMS ON CHASSIS
59	10310110	1	CAB
CAB			
60	11023250	1	CAB TSAL4E 73" 10" RR 1/2
61	11030025	1	CAB CERTIFICATION - STRUCTURAL INTEGRITY
62	11030950	1	CAB LOCKDOWN LATCHES
63	11031025	1	CAB TILT SYSTEM, AIR CONTROL VALVE

Line	Item #	Qty	Item Description/Comments
64	11031100	1	MANUAL BACK-UP TILT SYSTEM
65	11031350	1	CAB DOORS, FULL LENGTH (4)
66	11031387	1	CAB STEPS, LOWER GRIP STRUT, INTERMEDIATE DIAMONDPLATE
67	11031390	1	AUXILIARY CAB STEPS, ALUM, GRIP STRUT (SET OF 4)
68	11031399	1	CAB STEP LIGHTING, TECNIQ E45 LED STRIP LIGHTS
69	11031421	1	CAB DOOR WINDOWS, POWER (4)
70	11031401	1	CAB SIDE WINDOWS, FIXED, BOTH SIDES
71	11031460	1	NO WINDOWS, BACK WALL OF CAB
72	11031465	1	WINDOW TINTING (LIMO TINT 8%) - EACH (4)
73	52010010	1	ELECTRIC INTERMITTENT WIPERS
74	52030200	1	WINDSHIELD WASHER RESERVOIR
75	38010015	1	MIRRORS LANG MEKRA 300 SERIES REMOTE
76	11024410	1	UPPER GRILLE, TUBULAR STYLE FACADE (L9)
77	11024500	1	FLAMING "S" LOGO, UPPER GRILLE, REFLECTIVE RED
78	11024615	1	LOWER GRILLE, POLISHED STAINLESS, LASER CUT LETTERING W/ BACKLIGHTING
79	20012220	1	BUMPER, 24" FORMED STEEL CHANNEL, PAINTED
80	20029810	1	BUMPER SIDES, PAINTED STEEL, FLAT (12"-24" EXTENSION)
81	20029910	1	BUMPER ANGLES, PAINTED STEEL, FLAT (12-30" EXTENSION)
82	20040230	1	STORAGE WELL, DEEP CENTER, 3/4 WIDTH (24" BUMPER)
83	20030100	1	STORAGE WELL COVER, TREADPLATE, 2" RAISE
84	20030510	1	CUT-OUT IN STORAGE WELL COVER
85	20042140	1	PROTECTIVE BUMPER COATING, RAPTOR, TOP EDGE OF FRONT BUMPER
86	20050300	1	WINCH RECEIVER, FRONT
87	20050395	1	WIRING FOR WINCH RECEIVER (1)
88	12010500	1	AIR HORNS, DUAL, GROVER #2040 RECTANGULAR
89	12030010	1	AIR HORNS CUTOUTS IN BUMPER, BEHIND PERFORATIONS (L9 STYLE)

Line	Item #	Qty	Item Description/Comments
90	12030205	1	AIR HORNS WIRED TO STEERING WHEEL BUTTON
91	12040010	1	MOMENTARY SWITCH ON DASH, OFFICER'S SIDE
92	12510200	1	ELEC SIREN, FEDERAL SIGNAL PA-300
93	12620420	1	SIREN SPEAKER, 100W, FEDERAL SIGNAL, DYNAMAX ES100C
94	12670110	1	SIREN SPEAKER(S) INSTALLED BEHIND CAB GRILLE
95	12710100	1	SIREN, FEDERAL Q2B, GRILLE MOUNT
96	12730205	1	MECH SIREN WIRED TO STEERING WHEEL BUTTON
97	12730310	1	FOOT SWITCH, OFFICER'S SIDE, FOR MECH SIREN
98	12730363	1	SIREN BRAKE SWITCH FOR MECH SIREN, DRIVER'S & OFFICER'S SIDE
99	32520520	1	HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS
100	48010400	1	FRONT TURN SIGNALS, FEDERAL SIGNAL QUADRAFLARE SERIES LED, QL43-TURN (4)
101	32530754	1	ICC, LED BROW LIGHT INTEGRATED MARKERS
102	27022130	1	HANDRAILS, CAB EXTERIOR, KNURLED STAINLESS STEEL (2) SIDE
103	27030610	1	COAT HOOKS ON UPPER GRAB HANDRAILS, DRIVER'S SIDE (1)
104	27030650	1	COAT HOOKS ON UPPER GRAB HANDRAILS, OFFICER'S SIDE (1)
105	27030710	1	HANDRAILS, FRONT OF CAB, KNURLED STAINLESS STEEL (PAIR)
106	27025000	1	HANDRAILS, CAB INTERIOR, BLACK RUBBER COATED (2) FRONT ENTRY
107	27025510	1	HANDRAILS, CAB INTERIOR, KNURLED STAINLESS STEEL (2) REAR ENTRY
108	27030120	1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) AND KNURLED STS AT WINDOW (2)
109	11032025	1	EXTERIOR COMPT, SIDE OF EXT CAB, 80" H, DS
110	11032450	1	COMPT DOOR LOCK - NOT PROVIDED
111	11032200	1	INTERIOR ACCESS, NOT PROVIDED
112	11032100	1	NO OPENING TO CREW SEAT COMPT
113	11032075	1	EXTERIOR COMPT, SIDE OF EXT CAB, 80" H, OS
114	11032450	1	COMPT DOOR LOCK - NOT PROVIDED
115	11032200	1	INTERIOR ACCESS, NOT PROVIDED



Line	Item #	Qty	Item Description/Comments
116	11032100	1	NO OPENING TO CREW SEAT COMPT
117	11035420	1	DIAMONDPLATE CAB ROOF 30" x FULL WIDTH
118	31010285	1	INTERIOR, MULTISPEC BLACK SPECKLE PAINT W/GRAY-BLACK DURAWEAR
119	11032929	1	DOOR PANEL, FULL STS
120	11032958	1	REFLECTIVE MATL, INTERIOR CAB DOORS, CHEVRONS, REFLEXITE
121	31010290	1	CAB INTERIOR FLOOR COVERING, GRAY RUBBERIZED
122	22510100	1	ENGINE ENCLOSURE, FULL LENGTH
123	22510530	1	ENGINE ENCLOSURE COVERING, SCORPION BLACK URETHANE BLEND
124	11031670	1	TOOL MOUNTING PLATE, TOP OF ENGINE ENCLOSURE, NOT PROVIDED
125	11031680	1	CENTER CONSOLE W/MAP BOOK STORAGE, TOP OF ENGINE ENCLOSURE
126	22610050	1	ENGINE HOOD LIGHT, LED (1)
127	11031510	1	FLAT WORK SURFACE IN LIEU OF GLOVE BOX
128	11031702	1	UPPER CREW DOOR AREA, GLOVE BOX HOLDERS (FLAT BACK)
129	29810100	1	CHASSIS ELECTRICAL DESCRIPTION
130	30010130	1	INSTRUMENTATION, AMETEK W/ CENTER & OVERHEAD CONSOLES
			<p>Upper Command Console:</p> 
131	30010500	1	LOWER COMMAND CONSOLE, L9 & X12

Line	Item #	Qty	Item Description/Comments
			<p>Lower Command Console (9L &amp; 12L engines):</p> 
132	30010610	1	CAB PUMP SHIFTER, ELECTRIC W/YELLOW KNOB (FOR HALE G-SERIES / WATEROUS C20 PUMP TRANSMISSION)
133	30011000	1	PUMP INTERLOCK, NOT CONNECTED WITH ODOMETER
134	29930210	1	DELETE MAPBOOK SLOT ON FRONT BREAKER PANEL
135	29910100	1	PROGRAMMABLE LOAD MANAGER, CLASS-1 SUPERNODE II
136	30031100	1	HIGH IDLE SWITCH
137	30031804	1	12V DUAL PORT USB POWER POINTS, (4)
138	11040000	1	CAB ACCESSORY FUSE PANEL
139	84541540	1	POWER & GROUND STUDS, UPPER COMMAND CONSOLE
140	30110000	1	VEHICLE DATA RECORDER, AKRON/WELDON
141	30088888	1	SPECIAL ITEM, EXTRA CHARGE FOR USB-C
142	33510030	1	INTERIOR CAB LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
143	34010030	1	INTERIOR CREW LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
144	28010740	1	DEFROSTER, HEATER & A/C (TM-21)
145	28090003	1	HEAT TO FEET
146	28030500	1	DEFROSTER DUCTWORK, ENTIRE WINDSHIELD
147	11031687	1	TOP HEAT/AC STORAGE, TOOL MOUNTING PLATE, 25" x 19.5"
148	38510104	1	DRIVER'S SEAT, BOSTROM SIERRA HIGH BACK AIR RIDE ABTS (DURAWEAR PLUS, LOW SEAM)
149	38320000	1	HELMET STORED IN COMPARTMENT
150	39010118	1	OFFICER'S SEAT, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)

Line	Item #	Qty	Item Description/Comments
151	39030010	1	OFFICER'S SEAT COMPT, OPEN FRONT
152	38320000	1	HELMET STORED IN COMPARTMENT
153	39521129	1	CREW SEAT 1, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
154	38320000	1	HELMET STORED IN COMPARTMENT
155	39521130	1	CREW SEAT 2, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
156	38320000	1	HELMET STORED IN COMPARTMENT
157	11031828	1	EMS CABINET, FORWARD FACING, DOUBLE ON CREW SEAT RISER (RAISED ROOF)
158	11032240	1	INTERIOR ACCESS, ROLL-UP DOOR, ROM
159	11032415	1	INTERIOR COMPARTMENT DOOR LOCK
160	11032313	1	ADJUSTABLE SHELVES, EMS COMPT (3)
161	39550100	1	SEAT COLOR, GRAY
162	39610000	3	SCBA BRACKETS, BOSTROM, SECURE ALL (3)
163	38410000	1	SEAT BELT WARNING SYSTEM, AKRON / WELDON
164	39710015	1	CREW SEAT COMPT, FRONT DROP-DOWN DOORS (73" CAB)
165	84541700	3	INSTALLATION OF CUSTOMERS 2-WAY RADIO ANTENNA (3)
166	84530224	1	WIRED INTERCOM, FIRECOM 5100D, SINGLE RADIO, 4 POSITION
167	84561105	1	CAMERA SYSTEM, FRC, INVIEW 360HD W/BUILT-IN DVR
168	11088888	1	SPECIAL ITEM, DRIVER'S FIRECOM WIRELESS
169	10310200	1	PUMP & PLUMBING
PUMP & PLUMBING			
170	60080022	1	PUMP, HALE QMAX XS 2000 GPM SINGLE STAGE
171	60025000	1	GEARBOX, HALE, G-SERIES, REAR MOUNTED
172	60025950	1	PUMP GEARBOX YOKE, 1710
173	60026000	1	PUMP PACKING, HALE
174	60031005	1	ALLOY ANODES, HALE (2)
175	60035123	1	PUMP TEST, THIRD PARTY TESTING

Line	Item #	Qty	Item Description/Comments
176	61510010	1	DELETE AUXILIARY COOLER (HEAT EXCHANGER)
177	62010002	1	STAINLESS STEEL PIPING
178	66090010	1	3" TANK-TO-PUMP W/CHECK VALVE
179	61729120	1	VALVE, AKRON, HEAVY DUTY
180	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
181	73090001	1	TANK FILL 2"
182	61729120	1	VALVE, AKRON, HEAVY DUTY
183	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
184	61090003	1	PRESSURE GOVERNOR, CLASS 1 TPGJ1939
185	61290020	1	INTAKE PRESSURE CONTROL, TFT A1860
186	63021500	1	6" MAIN SUCTION, LEFT SIDE
187	63035100	1	TFT BALL INTAKE VALVE
188	65090000	1	2.5" LEFT SIDE INLET
189	61729120	1	VALVE, AKRON, HEAVY DUTY
190	61770905	1	ACTUATOR, VALVE, SWING CONTROL
191	60036010	1	THREADS, NST
192	63025500	1	6" MAIN SUCTION, RIGHT SIDE
193	63035100	1	TFT BALL INTAKE VALVE
194	64090000	1	2.5" RIGHT SIDE INLET
195	61729120	1	VALVE, AKRON, HEAVY DUTY
196	61770905	1	ACTUATOR, VALVE, SWING CONTROL
197	60036010	1	THREADS, NST
198	65550910	1	5" FRONT SUCTION, TOP
199	63090002	1	HALE MASTER INTAKE VALVE, ELEC (FRONT SUCTION)
200	63060100	1	RELIEF VALVE FOR MIV
201	65552120	1	SWIVEL, 5" NPT X 6" NST

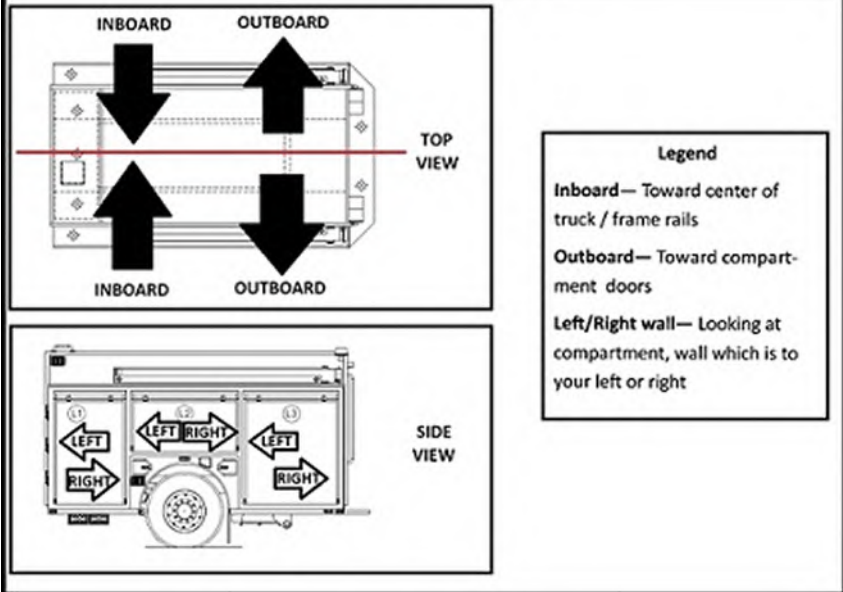
Line	Item #	Qty	Item Description/Comments
202	70525900	1	2.5" DISCHARGE, LEFT - POSITION 1
203	61729120	1	VALVE, AKRON, HEAVY DUTY
204	61770915	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 W/ RACK & SECTOR
205	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
206	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
207	60036010	1	THREADS, NST
208	70525900	1	2.5" DISCHARGE, LEFT - POSITION 2
209	61729120	1	VALVE, AKRON, HEAVY DUTY
210	61770915	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 W/ RACK & SECTOR
211	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
212	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
213	60036010	1	THREADS, NST
214	71025908	1	3" DISCHARGE W/4" OUTLET, RIGHT - POSITION 3
215	61729120	1	VALVE, AKRON, HEAVY DUTY
216	61770945	1	ACTUATOR, VALVE, ELECTRIC, AKRON 9333
217	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
218	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
219	60036010	1	THREADS, NST
220	61840300	1	ADAPTER, 4" NST FE X 5" STORZ, 30-DEGREE W/CAP & CHAIN, TFT
221	71025900	1	2.5" DISCHARGE, RIGHT - POSITION 4
222	61729120	1	VALVE, AKRON, HEAVY DUTY
223	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
224	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
225	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
226	60036010	1	THREADS, NST
227	71590000	1	DISCHARGE, 2.5" LEFT REAR

Line	Item #	Qty	Item Description/Comments
228	61729120	1	VALVE, AKRON, HEAVY DUTY
229	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
230	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
231	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
232	60036010	1	THREADS, NST
233	72090000	1	DISCHARGE 2.5" FRONT/RIGHT OF MAIN HOSEBED
234	61729120	1	VALVE, AKRON, HEAVY DUTY
235	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
236	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
237	61810160	1	DISCHARGE TERMINATION, STRAIGHT
238	60036010	1	THREADS, NST
239	72290000	1	1.5" FRONT BUMPER DISCHARGE, 2" PLUMBING
240	61729120	1	VALVE, AKRON, HEAVY DUTY
241	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
242	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
243	60036010	1	THREADS, NST
244	72590002	1	DECK GUN DISCHARGE 3"
245	61729120	1	VALVE, AKRON, HEAVY DUTY
246	61770945	1	ACTUATOR, VALVE, ELECTRIC, AKRON 9333
247	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
248	72570100	1	DECK GUN TERMINATION, THREADED
249	72555800	1	MONITOR, ELKHART 8297 "STINGER" W/8298 MOUNT W/QUAD STACKED TIPS & STREAM SHAPER
250	72570220	1	EXTENDER, ELKHART 8599, MANUAL
251	72890005	1	CROSSLAY, ONE 2.5" & SPEEDLAYS, TWO 2" W/SWIVELS & POLY LIFT-OUT TRAYS
252	61729120	3	VALVE, AKRON, HEAVY DUTY (3)
253	61770900	3	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 (3)

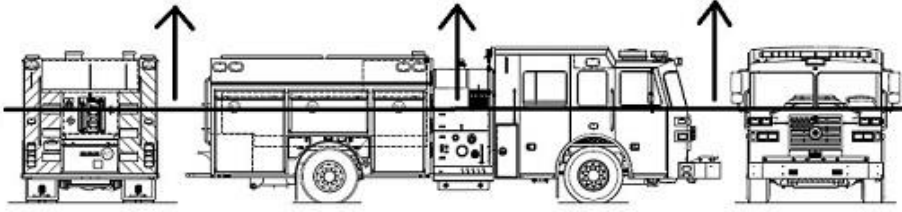
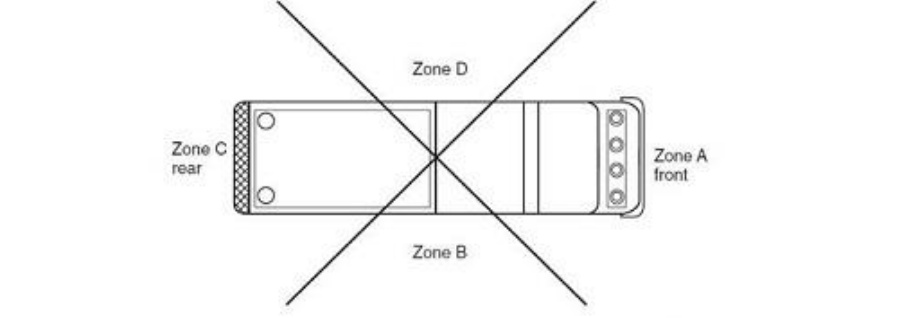
Line	Item #	Qty	Item Description/Comments
254	77090000	3	GAUGE, DISCH, CLASS 1 2.5" (3)
255	60036010	3	THREADS, NST (3)
256	72910805	1	COVERS, ALUM/VINYL FOR CROSSLAY/SPEEDLAY
257	72932201	1	COVER FASTENERS, BUNGIE CORDS WITH RED TAB
258	84090003	1	BOOSTER REEL, LOW PRESSURE, W/150' OF 1" HOSE & NOZZLE, MTD IN DUNNAGE AREA (SM)
259	61729120	1	VALVE, AKRON, HEAVY DUTY
260	61770930	1	ACTUATOR, VALVE, AIR, W/ TOGGLE SWITCH
261	60036010	1	THREADS, NST
262	61742000	1	MASTER PUMP DRAIN, MULTIPOINT
263	61790510	13	DRAIN VALVES, HALE, LIFT-UP (13)
264	10310210	1	FOAM SYSTEM
FOAM SYSTEM			
265	73590100	1	FOAM SYSTEM, HALE SMARTFOAM 2.1A (PRG)
266	73531350	1	FOAM TANK 20 GALLON BUILT INTO BOOSTER TANK
267	10310220	1	PUMP PANEL
PUMP PANEL			
268	74914130	1	PRG SM3 - SIDE MOUNT PUMP PANEL (CROSSLAY/SPEEDLAYS)
269	74928100	1	PUMP MODULE LENGTH, 44"
270	74929130	1	HALE PUMP MODULE CONFIGURATION, SIDE MOUNT, CROSSLAY W/ SPEEDLAYS
271	74930710	1	PANEL FINISH, BRUSHED STS 14 GAUGE (PRG)
272	74931055	1	COLOR CODING (PRG)
273	74931290	1	PUMP MODULE FRAMEWORK, SWIRL FINISH
274	74931390	1	PUMP FINISH, PAINTED BY PUMP MFG
275	74931590	1	PLUMBING FINISH, NON-PAINTED
276	74931690	1	EXTERIOR DUNNAGE AREA PANEL, BRUSHED STS
277	75040215	1	TROUGH IN RUNNING BOARD, BOTH SIDES

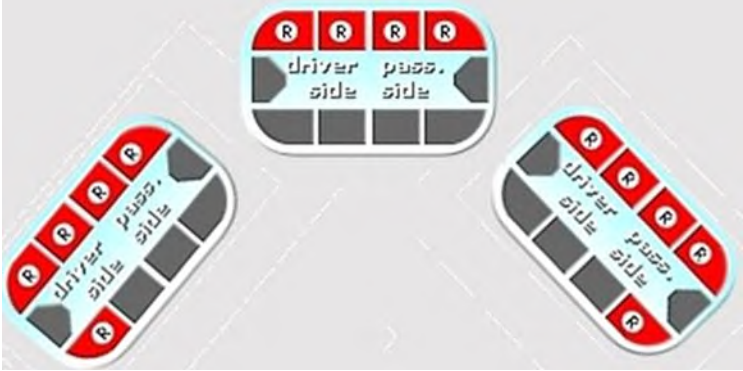
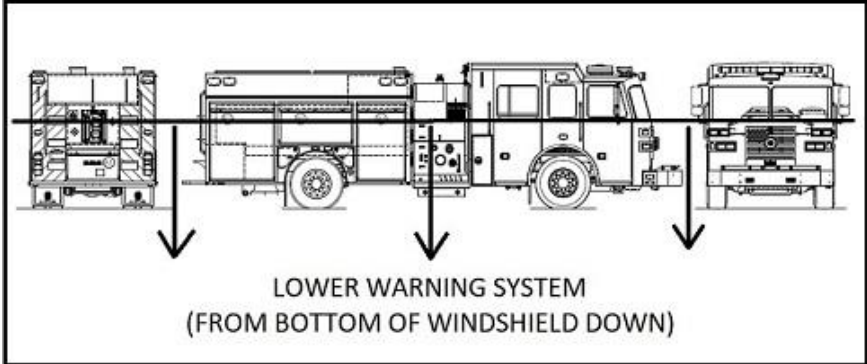
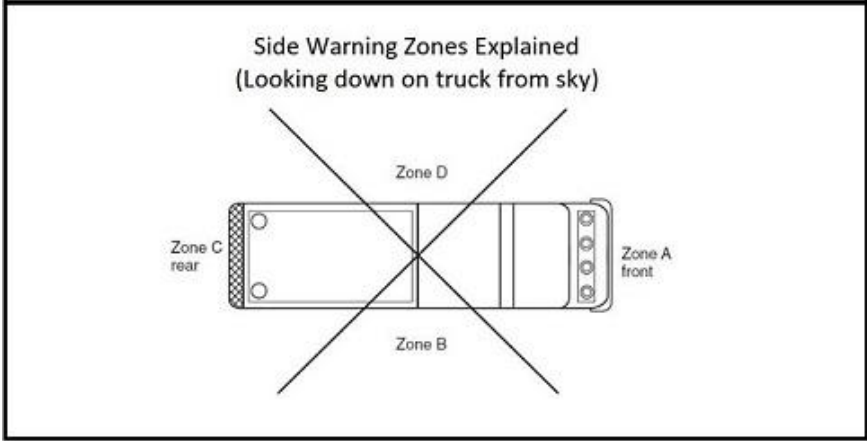
Line	Item #	Qty	Item Description/Comments
278	75590010	1	PUMP OPERATOR LIGHTS, LED (PRG)
279	75590110	1	PUMP PANEL LIGHTS OFFICER'S SIDE, LED (PRG)
280	76090002	1	PUMP PANEL GAUGES & CONTROLS (PRG)
281	60090030	1	PUMP PRIMER, TRIDENT, AIR
282	60028310	1	(1) PRIMER BUTTON - MAIN SUCTION
283	76025110	1	COMPRESSION FITTINGS ON AIR SYSTEM (PRG PUMP MODULE)
284	76031900	1	AIR HORN PUSH BUTTON SWITCH ON PUMP PANEL
285	76590000	1	GAUGES, MASTER, CLASS 1 4.5" (PRG)
286	77590001	1	GAUGE, WATER LEVEL, CLASS 1, INTELLI-TANK ITL-40
287	77532113	1	GAUGE, WATER LEVEL, WHELEN PSTANK2 LED (3)
288	77590040	1	GAUGE, FOAM LEVEL, CLASS 1, INTELLI-TANK ITL-4
289	10310230	1	WATER TANK
WATER TANK			
290	83525000	1	WATER TANK BRAND, UNSPECIFIED
291	83590005	1	WATER TANK, 1000 GAL, POLY
292	10310300	1	BODY
BODY			
293	80089500	1	BODY SUBFRAME, PROGRAM 1 PUMPER
294	80189590	1	BODY G9 - ALUM 40/51 LADDERS THRU TANK
295	80245012	1	UPPER HATCH COMPARTMENT, LEFT & RIGHT SIDES
296	10310302	1	BODY COMPARTMENTS
BODY COMPARTMENTS			



Line	Item #	Qty	Item Description/Comments
			<p><b>Standard Verbiage for locations of Outlets and other components in Body compartments</b></p>  <p><b>Legend</b></p> <p><b>Inboard</b>— Toward center of truck / frame rails</p> <p><b>Outboard</b>— Toward compartment doors</p> <p><b>Left/Right wall</b>— Looking at compartment, wall which is to your left or right</p>
297	81165705	1	UNISTRUT TRACK IN COMPTS
298	80290012	1	COMPT DOORS, ROM ROLL-UP, PAINTED
299	80230600	1	DOOR SILL PROTECTION, BODY COMPTS, PROTEC, CLEAR FILM
300	80225200	1	REAR COMPT DOOR (A1) HINGED, ALUM, PAINTED
301	80230650	1	DOOR SILL PROTECTION, REAR COMPT, NOT PROVIDED
302	80230300	1	COMPT INTERIOR FINISH, SMOOTH
303	80230450	1	HINGED REAR COMPT DOOR INTERIOR FINISH, SMOOTH
304	84531215	1	COMPT LIGHTING, TECNIQ LED E44 LIGHT STRIPS, 2 PER COMPT
305	10310305	1	BODY EXTERIOR
<b>BODY EXTERIOR</b>			
306	81380000	1	HOSEBED W/REMOVABLE ALUMINUM FLOORING
307	81330100	1	STANDARD HOSEBED HEIGHT
308	81410200	1	COVER, ALUMINUM 2 PC, MAIN HOSE BED
309	81331155	1	ALUM HOSEBED COVER SUPPORT, REMOVABLE REAR
310	81431200	1	REAR HOSEBED COVER, VINYL
311	81440201	1	COVER FASTENERS, BUNGIE CORDS WITH RED TAB

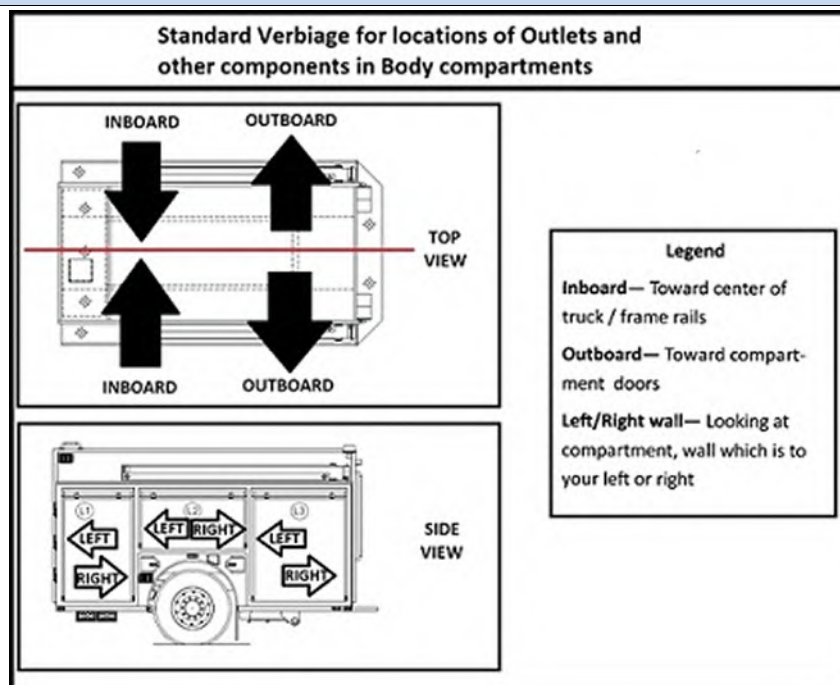
Line	Item #	Qty	Item Description/Comments
312	81330303	1	HOSE BED DIVIDERS, ADJ (3)
313	81332015	1	HOSEBED LIGHTING, FRONT, TECNIQ E44 LED LIGHT STRIP
314	81332115	1	HOSEBED LIGHTING, SIDES, TECNIQ E44 LED LIGHT STRIPS
315	81910100	1	HANDRAILS, KNURLED STS
316	82290010	1	STEPS, FRONT BODY, IC FOLD DOWN W/LIGHT
317	82390000	1	STEPS, REAR BODY (8x8)
318	82032000	1	FULL WIDTH TREADPLATE REAR STEP BELOW HOSEBED ABOVE REAR COMPT
319	82510000	1	RUB RAILS, ANODIZED ALUM
320	83010050	1	ALUMINUM TREADPLATE (ALUM PPR, PRG1, C-SER, TANKER)
321	83030350	1	REAR STEP/TAILBOARD CORNERS, 45 DEGREE (PRG1)
322	80290052	1	10 SCBA CYLINDER COMPTS (3 TRIPLE-FMI, 1 SINGLE-SIG4)
323	80290230	1	DIVIDER FOR (3) TRIPLE SCBA COMPARTMENTS
324	80290310	1	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT (1)
325	80290420	3	DOOR FINISH, BRUSHED STAINLESS, TRIPLE SCBA COMPT (3)
326	88520100	1	SUCTION HOSE, (2) 10' SECT 6" KOCHER LIGHTWEIGHT
327	88540350	1	SUCTION HOSE MOUNTED IN LADDER CHUTE
328	88550300	1	STRAINER NOT PROVIDED
329	83030705	1	REAR FENDERS, ALUMINUM TREADPLATE
330	89010000	1	DUO-SAFETY 900A 24'2-SEC & 775A 14' ROOF & 10' FOLDING
331	89590007	1	LADDER CHUTE W/SUCTION HOSE STORAGE & PIKE POLE STORAGE
332	89520220	1	LADDER ENCLOSURE, SMOOTH ALUM DOOR
333	10310310	1	ELECTRICAL
ELECTRICAL			
334	80232100	1	2" RECEIVER, SIDES
335	80232110	1	2" RECEIVER, REAR
336	80232175	3	WIRING FOR WINCH RECEIVER (3)

Line	Item #	Qty	Item Description/Comments
337	84550110	1	LICENSE PLATE BRACKET W/ LIGHT, LED
338	84511100	1	BODY ELECTRICAL DESCRIPTION
339	84520000	1	BACK UP ALARM, ECCO SA917
340	85021210	1	TAILLIGHTS, FEDERAL SIGNAL FIRERAY FR6, LED STOP/TAIL/TURN/REVERSE, QUAD HOUSING (PAIR)
341	85110100	1	ICC LIGHTS, LED
342	85510200	1	STEP LIGHTS, LED, REAR BODY & WHELEN 2G AT PUMP PANEL
343	85710030	1	UNDERCARRIAGE GROUND LIGHTS, TECNIQ E10 LED
344	86528999	1	DELETE REAR WORK LIGHTS
345	86600000	1	OPTICAL WARNING SYSTEM, UPPER (PUMPER)
			<p>UPPER WARNING SYSTEM (FROM BOTTOM OF WINDSHIELD UP)</p>  <p>Side Warning Zones Explained (Looking down on truck from sky)</p> 
346	86630318	1	UPPER WARNING LIGHTS, ZONE A (FRONT), FEDERAL SIGNAL LPX 24" LED LIGHT BARS, REF# 1508336911 (DRIVER'S SIDE), 1508337022 (OFFICER'S SIDE), 1508337144 (CENTER), (QTY 3)

Line	Item #	Qty	Item Description/Comments
			
347	86920100	1	UPPER ZONE A LIGHTBAR, STANDARD CONFIGURATION
348	86928888	1	SPECIAL Opticom2 GPS OPTICOM
349	86699998	1	UPPER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), COVERED BY ZONES A & C (Surface Mount)
350	86730160	1	UPPER WARNING LIGHTS, ZONE C (REAR), FEDERAL SIGNAL FIRERAY SERIES LED, SURFACE MOUNT, FR9* (QTY 4)
351	86899998	1	UPPER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), COVERED BY ZONES A & C (Surface Mount)
352	87100000	1	OPTICAL WARNING SYSTEM, LOWER (PUMPER)
			<div>  <p>LOWER WARNING SYSTEM (FROM BOTTOM OF WINDSHIELD DOWN)</p> </div> <div> <p>Side Warning Zones Explained (Looking down on truck from sky)</p>  </div>
353	87130210	1	LOWER WARNING LIGHTS, ZONE A (FRONT), FEDERAL SIGNAL FIRERAY SERIES LED, FR6* (QTY 4)

Line	Item #	Qty	Item Description/Comments
354	87811130	1	LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS)
355	87230130	1	LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), FEDERAL SIGNAL QUADRAFLARE LED, QL64* (QTY 1), FEDERAL SIGNAL QUADRAFLARE LED, QL73* (QTY 1), MICROPULSE ULTRA 6 LED, MPS600U-** (QTY 1)
356	87812110	1	LOWER, ZONE B - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
357	87330200	1	LOWER WARNING LIGHTS, ZONE C (REAR), FEDERAL SIGNAL FIRERAY SERIES LED, FR6* (QTY 2)
358	87430130	1	LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), FEDERAL SIGNAL QUADRAFLARE LED, QL64* (QTY 1), FEDERAL SIGNAL QUADRAFLARE LED, QL73* (QTY 1), MICROPULSE ULTRA 6 LED, MPS600U-** (QTY 1)
359	87814110	1	LOWER, ZONE D - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
360	87537910	1	ADDITIONAL WARNING LIGHTS, FEDERAL SIGNAL FIRERAY LED, FR9* (PAIR) (1)
361	87537505	1	WARNING LIGHT, ROTO-RAY, LED
362	87040220	1	TRAFFIC ADVISOR, FEDERAL SIGNAL LED, CN SIGNALMASTER 31"
363	88390912	6	SCENE LIGHT, FRC SPECTRA 20K, 12V LED, SURFACE MOUNT (6)
364	88393000	1	SCENE LIGHTS, FIRETECH 30K LUMENS, 12V LED, 72" 3-PIECE BROW, FT-B-72-ML-3PKIT-* (1)
365	88394100	1	SCENE LIGHTS, TECNIQ K90, 12V LED, SURFACE MOUNTED (PAIR) (1)
366	86588888	1	SPECIAL ITEM, LIGHT TOWER
367	10310320	1	GENERATOR & ACCESSORIES

#### GENERATOR & ACCESSORIES



Line	Item #	Qty	Item Description/Comments
368	88230200	1	GENERATOR, SMART POWER, 6KW TM HYD
369	88250405	1	CIRCUIT BREAKER PANEL WITH 8 SPACES FOR BREAKERS
370	88251100	1	BREAKER PANEL, STD LOCATION (L1)
371	88431205	1	HANNAY ECR-1616-17-18 REEL W/150' 10/3 (1)
372	88433010	1	MOUNTING OF ELEC CORD REEL IN BODY COMPT
373	88432000	1	AKRON FOUR-WAY RECEPTACLE BOX, WIRED TO REEL CABLE (1)
374	10310410	1	PAINT & FINISH
PAINT & FINISH			
375	90010020	1	PAINT SCHEME
376	90030004	1	PAINT, SINGLE TONE
377	90030154	1	PAINT FRAME RAILS & BODY REAR DROP - BLACK
378	90030190	1	TEXTURED FRAME RAIL COATING
379	90510100	1	LETTERING, NOT PROVIDED
380	90610100	1	DELETE STANDARD SCOTCHLITE STRIPING
381	90680120	1	CHEVRON STRIPING, REAR BODY OUTBOARD, REFLEXITE
382	90684120	1	CHEVRON STRIPING, LADDER ENCLOSURE DOOR, REFLEXITE
383	90670020	1	CHEVRON STRIPING, FRONT BUMPER, REFLEXITE
384	90688888	1	SPECIAL ITEM, BLACK OUT
385	10310420	1	EQUIPMENT
EQUIPMENT			
386	91010000	1	MISC EQUIP - (1) PINT TOUCH-UP PAINT, STAINLESS STEEL NUTS & BOLTS
387	91030700	1	ZIAMATIC SAC-44 FOLDING WHEEL CHOCKS (PAIR) MTD W/ SQCH-44H HOLDERS
388	10310600	1	COMPLETION & WARRANTY
COMPLETION & WARRANTY			
389	99010000	1	MANUALS (1-PRINTED & 1-USB) WITH DVD
390	99031105	1	PICK-UP UNIT AT FACTORY
391	99520110	1	WARRANTY, ONE YEAR

Line	Item #	Qty	Item Description/Comments
392	99521100	1	WARRANTY, FRAME, LIFETIME
393	99521200	1	WARRANTY, CAB STRUCTURAL, 10 YR.
394	99521300	1	WARRANTY, BODY STRUCTURAL, 10 YR.
395	99521400	1	WARRANTY, PAINT, 10 YR.
396	99521900	1	WARRANTIES, MAJOR VENDOR COMPONENTS
397	10310500	1	DEALER SUPPLIED
DEALER SUPPLIED			
398	PDB001362	1	DEALER SUPPLIED – CONTINGENCY, \$10,000
399	PDB001206	1	DEALER SUPPLIED - GRAPHICS PACKAGE
400	PDB001664	1	DEALER SUPPLIED - FIRE AND MARINE MOUNTING, \$35,000
401	PDB000001	1	DEALER SUPPLIED - LOOSE EQUIPMENT CONTINGENCY, \$200,000



**SOURCEWELL  
STATE OF MINNESOTA**

Member Thiel moved the adoption of the following Resolution:

**RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES**

**Resolution No. 2021-22**

**WHEREAS**, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

**WHEREAS**, the Chief Procurement Officer recommends approval of categories detailed above.

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thomas  
and the following voted in favor: (list names here)  
wilson, Zylka, Veronen, Nagel, Thomas, Thiel, Arts and Kircher  
and the following voted against: (list names here or "NONE")  
None  
whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:  
Sara Nagel  
CF62F09F8AFC4BB...

**Clerk to the Board of Directors**



**APPENDIX A**

**SOURCEWELL PROCUREMENT DEPARTMENT**  
**BOARD ITEMS - September 2021**

**CONSENT AGENDA ITEMS**

**Requesting Board permission to Solicit the following categories:**

Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services  
 Private Exchange Technology and Services  
 Used Firefighting Apparatus and Fire Service Vehicle Solutions

**Requesting Board permission to Re-Solicit the following categories:**

Firefighting Apparatus and Fire Service Vehicles with Related Equipment, Options, and Services  
 State of Florida - Indefinite Delivery Indefinite Quantity Construction

**NEW CONTRACTS**

Supplier Name	Contract Number	Solicitation Title
Carrier Global Corporation	070121-CAR	"HVAC Systems and Related Services"
HMI Industries, Inc.	070121-HMI	"HVAC Systems and Related Services"
Honeywell International, Inc.	070121-HNY	"HVAC Systems and Related Services"
Johnson Controls, Inc.	070121-JHN	"HVAC Systems and Related Services"
Juice Technologies, Inc.	070121-JUC	"HVAC Systems and Related Services"
Siemens Industry, Inc.	070121-SIE	"HVAC Systems and Related Services"
22nd Century Technologies, Inc.	071321-CEN	"IT Managed Service and Staff Augmentation Solutions"
CDW Government, LLC	071321-CDW	"IT Managed Service and Staff Augmentation Solutions"
Computer Aid, Inc.	071321-CAI	"IT Managed Service and Staff Augmentation Solutions"
Infojini, Inc.	071321-INF	"IT Managed Service and Staff Augmentation Solutions"
Judge Technical Services	071321-JDG	"IT Managed Service and Staff Augmentation Solutions"

**CONTRACT EXTENSIONS**

Supplier Name	Contract Number	Solicitation Title
Alamo Group, Inc.	052417-AGI	"Roadway Maintenance Equipment with Related Accessories, Attachments, Materials and Supplies"

**NEW ezIQC CONTRACTS**

Company Name	Contract Number	State - Region - Type of Work

**ezIQC RENEWALS**

Company Name	Contract Number
PRIDE Industries One, Inc.	CA04-NCC-GB03-080719-PIO
PRIDE Industries One, Inc.	CA03-NCV-E01-080719-PIO
American Chiller Service, Inc.	CA03-NCV-M03-080719-ACH
Staples Construction Company	CA03-NCV-GB04-080719-STA
PUB Construction, Inc.	CA08-SCI-GB01-080719-PUB
PRIDE Industries One, Inc.	CA03-NCV-GB03-080719-PIO
PRIDE Industries One, Inc.	CA03-NCV-GEP01-080719-PIO
Vincor Construction, Inc.	CA08-SCI-GB02-080719-VCI
Mark Scott Construction	CA04-NCC-GB02-080719-MSD
ACCO Engineered Systems, Inc.	CA03-NCV-M02-080719-AES
PRIDE Industries One, Inc.	CA03-NCV-M01-080719-PIO
Rite-Way Roof Corporation	CA08-SCI-R01-080719-RWR
Aztec Consultants	CA04-NCC-GB04-080719-AZC
PRIDE Industries One, Inc.	CA04-NCC-E02-080719-PIO
Vincor Construction, Inc.	CA09-SDI-GB02-080719-VCI
Sylvester Roofing Co., Inc.	CA09-SDI-R01-080719-SRC
All Source Tile, Inc.	CA09-SDI-F02-080719-AST
PUB Construction, Inc.	CA09-SDI-F01-080719-PUB
G Team Landscape Construction, Inc.	CA08-SCI-L01-080719-GTL
Horizons Construction Co. Int'l, Inc.	CA08-SCI-DA01-080719-HCC
Sol Construction	CA08-SCI-GEP02-080719-SOL
PRIDE Industries One, Inc.	CA08-SCI-GB10-080719-PIO

PRIDE Industries One, Inc.	CA04-NCC-GEP01-080719-PIO	
All Source Coatings, Inc.	CA09-SDI-P02-080719-ASC	
Ausonio, Inc.	CA04-NCC-GB05-080719-AUS	
Horizons Construction Co. Int'l, Inc.	CA08-SCI-GB03-080719-HCC	
Angeles Contractor, Inc.	CA08-SCI-F02-080719-ACI	
All Source Coatings, Inc.	CA09-SDI-GB03-080719-ASC	
US National Corp dba Jimenez Painting Company	CA09-SDI-P03-080719-USN	
Harry H. Joh Construction, Inc.	CA08-SCI-E02-080719-HJC	
Gkkworks Construction Services	CA08-SCI-GB06-080719-GKK	
J & H Engineering General Contracts, Inc.	CA08-SCI-GEP03-080719-JHE	
Facility Solutions Group	CA08-SCI-E01-080719-FSG	
Angeles Contractor, Inc.	CA08-SCI-GB05-080719-ACI	
Horizons Construction Co. Int'l, Inc.	CA08-SCI-GEP01-080719-HCC	
PUB Construction, Inc.	CA08-SCI-P01-080719-PUB	
Angeles Contractor, Inc.	CA09-SDI-GB06-080719-ACI	
PUB Construction, Inc.	CA09-SDI-GB01-080719-PUB	
Harry H. Joh Construction, Inc.	CA09-SDI-GB05-080719-HJC	
Angeles Contractor, Inc.	CA09-SDI-F03-080719-ACI	
Harry H. Joh Construction, Inc.	CA08-SCI-GB04-080719-HJC	
PUB Construction, Inc.	CA08-SCI-F01-080719-PUB	
PUB Construction, Inc.	CA09-SDI-P01-080719-PUB	
Harry H. Joh Construction, Inc.	CA08-SCI-P02-080719-HJC	
LDCo., Inc.	CA09-SDI-GB04-080719-LDC	
<b>ezIQC CONTRACT EXTENSIONS</b>		
<b>Company Name</b>	<b>Contract Number</b>	

**SOURCEWELL  
STATE OF MINNESOTA**



Member Kircher moved the adoption of the following Resolution:

**RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS**

**2/15/2022**

**Resolution No. 2022-06**

**WHEREAS**, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

**WHEREAS**, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

**WHEREAS**, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

**WHEREAS**, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

**NOW THEREFORE BE IT RESOLVED** by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thiel and the following voted in favor: (list names here)

Veronen, Thiel, Nagel, Arts, Kircher, Thomas, Zylka, Barrows

and the following voted against: (list names here or "NONE")

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

*Sara Nagel*

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**Clerk to the Board of Directors**

## APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT**  
**BOARD ITEMS - February 2022**

CONSENT AGENDA ITEMS	<b>Requesting Board permission to Solicit the following categories:</b>		
	Swimming Pool Renovation and Repair with Related Equipment, Supplies, and Services		
CONSENT AGENDA ITEMS	<b>Requesting Board permission to Re-Solicit the following categories:</b>		
	Indefinite Delivery Indefinite Quantity Construction - Missouri		
	Wellness Engagement Program Solutions and Related Services		
CONSENT AGENDA ITEMS	<b>NEW CONTRACTS</b>		
	<b>Supplier Name</b>	<b>Contract Number</b>	<b>Solicitation Title</b>
	Gold Star Foods, Inc.	111621-GSF	"Food Products and Distribution for School Food Authorities with Related Supplies, Technology and Services"
	Sysco Corporation	111621-SYC	"Food Products and Distribution for School Food Authorities with Related Supplies, Technology and Services"
	US Foods, Inc.	111621-USF	"Food Products and Distribution for School Food Authorities with Related Supplies, Technology and Services"
	Custom Fire Apparatus, Inc.	113021-CSM	"Firefighting Apparatus and Fire Service Vehicles"
	HME, Inc.	113021-HME	"Firefighting Apparatus and Fire Service Vehicles"
	Maxi-Metal Inc.	113021-MAX	"Firefighting Apparatus and Fire Service Vehicles"
	Oshkosh Corporation	113021-OKC	"Firefighting Apparatus and Fire Service Vehicles"
	P.L. Custom Body and Equipment Co., Inc.	113021-PLC	"Firefighting Apparatus and Fire Service Vehicles"
CONSENT AGENDA ITEMS	Rev Group, Inc.	113021-RCG	"Firefighting Apparatus and Fire Service Vehicles"
	Rock River Industries, LLC	113021-RCK	"Firefighting Apparatus and Fire Service Vehicles"
	Rosenbauer America, LLC	113021-RSD	"Firefighting Apparatus and Fire Service Vehicles"
	The Sutphen Corporation	113021-SUT	"Firefighting Apparatus and Fire Service Vehicles"
	Redwood Toxicology Laboratory, Inc.	011222-RTL	"Lab Services and Testing with Related Products and Supplies"
	Sterling Healthcare Opco, dba Cordant Health Solutions	011222-CDT	"Lab Services and Testing with Related Products and Supplies"
	<b>CONTRACT EXTENSIONS</b>		
	<b>Supplier Name</b>	<b>Contract Number</b>	<b>Solicitation Title</b>
	Hi-Vac Corporation	122017-HVC	"Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment with Related Accessories and Supplies"
	NiteHawk Sweepers, LLC	122017-NHK	"Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment with Related Accessories and Supplies"
CONSENT AGENDA ITEMS	Schwarze Industries, Inc.	122017-SWZ	"Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment with Related Accessories and Supplies"
	AstroTurf Corporation	060518-AST	"Athletic Surfacing with Related Materials, Supplies, Installation and Services"
	Shaw Sports Turf	060518-SII	"Athletic Surfacing with Related Materials, Supplies, Installation and Services"
	<b>NEW ezIQc CONTRACTS</b>		
	<b>Company Name</b>	<b>Contract Number</b>	<b>State - Region - Type of Work</b>
	Staples Construction	CA-R1-GB01-123021-STA	California - Region 1 - General Building
	Mesa Energy Systems, Inc. dba EMCOR Services	CA-R1-HVAC01-123021-ES	California - Region 1 - HVAC/Mechanical
	ACCO Engineered Systems, Inc.	CA-R2-HVAC01-123021-AES	California - Region 2 - HVAC/Mechanical
	T&S Intermodal Maintenance, Inc. DBA T&S West	CA-R3-E01-123021-TSW	California - Region 3 - Electrical
	ABM Industries, Inc.	CA-R3-E02-123021-ABM	California - Region 3 - Electrical
	T&S Intermodal Maintenance, Inc. DBA T&S West	CA-R3-GB01-123021-TSW	California - Region 3 - General Building
	North Star Construction and Engineering, Inc.	CA-R3-GB02-123021-NSC	California - Region 3 - General Building
CONSENT AGENDA ITEMS	North Star Construction and Engineering, Inc.	CA-R3-GS01-123021-NSC	California - Region 3 - Geotechnical Stabilization
	ABM Industries, Inc.	CA-R3-HVAC01-123021-ABM	California - Region 3 - HVAC/Mechanical
	ACCO Engineered Systems, Inc.	CA-R3-HVAC02-123021-AES	California - Region 3 - HVAC/Mechanical
	T&S Intermodal Maintenance, Inc. DBA T&S West	CA-R3-PAV01-123021-TSW	California - Region 3 - Paving
	North Star Construction and Engineering, Inc.	CA-R3-PAV02-123021-NSC	California - Region 3 - Paving
	Mark Scott Construction, Inc.	CA-R4-GB01-123021-MSC	California - Region 4 - General Building
	ABM Industries, Inc.	CA-R4-HVAC01-123021-ABM	California - Region 4 - HVAC/Mechanical
	T&S Intermodal Maintenance, Inc. DBA T&S West	CA-R5-E01-123021-TSW	California - Region 5 - Electrical

## APPENDIX A Continued

T&S Intermodal Maintenance, Inc. DBA T&S West	CA-R5-GB01-123021-TSW	California - Region 5 - General Building
Newton Construction & Management, Inc.	CA-R5-GB02-123021-NCM	California - Region 5 - General Building
Durham Construction Company, Inc.	CA-R5-GB03-123021-DCC	California - Region 5 - General Building
Mark Scott Construction, Inc.	CA-R5-GB04-123021-MSD	California - Region 5 - General Building
Mesa Energy Systems, Inc. dba EMCOR Services	CA-R5-HVAC01-123021-ES	California - Region 5 - HVAC/Mechanical
ABM Industries, Inc.	CA-R5-HVAC02-123021-ABM	California - Region 5 - HVAC/Mechanical
T&S Intermodal Maintenance, Inc. DBA T&S West	CA-R5-PAV01-123021-TSW	California - Region 5 - Paving
ABM Industries, Inc.	CA-R6-E01-123021-ABM	California - Region 6 - Electrical
Newton Construction & Management, Inc.	CA-R6-GB01-123021-NCM	California - Region 6 - General Building
Angeles Contractor, Inc.	CA-R6-GB02-123021-ACI	California - Region 6 - General Building
ABM Industries, Inc.	CA-R6-HVAC01-123021-ABM	California - Region 6 - HVAC/Mechanical
ACCO Engineered Systems, Inc.	CA-R6-HVAC02-123021-AES	California - Region 6 - HVAC/Mechanical
Angeles Contractor, Inc.	CA-R6-PAV01-123021-ACI	California - Region 6 - Paving
Newton Construction & Management, Inc.	CA-R7-E01-123021-NCM	California - Region 7 - Electrical
Newton Construction & Management, Inc.	CA-R7-GB01-123021-NCM	California - Region 7 - General Building
MDJ Management, LLC	CA-R7-GB06-123021-MDJ	California - Region 7 - General Building
ACCO Engineered Systems, Inc.	CA-R7-HVAC01-123021-AES	California - Region 7 - HVAC/Mechanical
Mesa Energy Systems, Inc. dba EMCOR Services	CA-R7-HVAC02-123021-ES	California - Region 7 - HVAC/Mechanical
Horizons Construction Company Int'l, Inc.	CA-R7-PAV01-123021-HCC	California - Region 7 - Paving
J & H Engineering General Contractors, Inc.	CA-R7-PAV02-123021-JHE	California - Region 7 - Paving
ABM Industries, Inc.	CA-R8-E01-123021-ABM	California - Region 8 - Electrical
Facility Solutions Group	CA-R8-E02-123021-FSG	California - Region 8 - Electrical
Pacific Lighting Mgt, Inc.	CA-R8-E03-123021-PLM	California - Region 8 - Electrical
Exbon Development, Inc.	CA-R8-E04-123021-EXB	California - Region 8 - Electrical
PUB Construction, Inc.	CA-R8-F01-123021-PUB	California - Region 8 - Flooring
California Coast Carpet & Flooring	CA-R8-F02-123021-CCF	California - Region 8 - Flooring
Angeles Contractor, Inc.	CA-R8-F03-123021-ACI	California - Region 8 - Flooring
Horizons Construction Company Int'l, Inc.	CA-R8-GB01-123021-HCC	California - Region 8 - General Building
Exbon Development, Inc.	CA-R8-GB02-123021-EXB	California - Region 8 - General Building
PUB Construction, Inc.	CA-R8-GB03-123021-PUB	California - Region 8 - General Building
Harry H. Joh Construction, Inc.	CA-R8-GB04-123021-HJC	California - Region 8 - General Building
Vincor Construction, Inc.	CA-R8-GB05-123021-VCI	California - Region 8 - General Building
Angeles Contractor, Inc.	CA-R8-GB06-123021-ACI	California - Region 8 - General Building
Mackone Development, Inc.	CA-R8-GB07-123021-MDI	California - Region 8 - General Building
Good-Men Roofing & Construction, Inc.	CA-R8-GB08-123021-GMR	California - Region 8 - General Building
MDJ Management, LLC	CA-R8-GB13-123021-MDJ	California - Region 8 - General Building
ABM Industries, Inc.	CA-R8-HVAC01-123021-ABM	California - Region 8 - HVAC/Mechanical
ACCO Engineered Systems, Inc.	CA-R8-HVAC02-123021-AES	California - Region 8 - HVAC/Mechanical
Exbon Development, Inc.	CA-R8-HVAC03-123021-EXB	California - Region 8 - HVAC/Mechanical
Harry H. Joh Construction, Inc.	CA-R8-HVAC04-123021-HJC	California - Region 8 - HVAC/Mechanical
PUB Construction, Inc.	CA-R8-P01-123021-PUB	California - Region 8 - Painting
Harry H. Joh Construction, Inc.	CA-R8-P02-123021-HJC	California - Region 8 - Painting
Angeles Contractor, Inc.	CA-R8-P03-123021-ACI	California - Region 8 - Painting
Mackone Development, Inc.	CA-R8-P04-123021-MDI	California - Region 8 - Painting
Horizons Construction Company Int'l, Inc.	CA-R8-PAV01-123021-HCC	California - Region 8 - Paving
Angeles Contractor, Inc.	CA-R8-PAV02-123021-ACI	California - Region 8 - Paving
Mackone Development, Inc.	CA-R8-PAV03-123021-MDI	California - Region 8 - Paving
Bitech Construction Co., Inc.	CA-R8-PAV04-123021-BIT	California - Region 8 - Paving
ACCO Engineered Systems, Inc.	CA-R8-PLUM01-123021-AES	California - Region 8 - Plumbing
Oscalibur Plumbing, Inc.	CA-R8-PLUM02-123021-OPI	California - Region 8 - Plumbing
Angeles Contractor, Inc.	CA-R8-RW01-123021-ACI	California - Region 8 - Roofing/Waterproofing
Exbon Development, Inc.	CA-R8-RW02-123021-EXB	California - Region 8 - Roofing/Waterproofing
Good-Men Roofing & Construction, Inc.	CA-R8-RW03-123021-GMR	California - Region 8 - Roofing/Waterproofing
ACCO Engineered Systems, Inc.	CA-R8-SS01-123021-AES	California - Region 8 - Sanitation Systems
ABM Industries, Inc.	CA-R9-E01-123021-ABM	California - Region 9 - Electrical
Pacific Lighting Mgt, Inc.	CA-R9-E02-123021-PLM	California - Region 9 - Electrical
Horizons Construction Company Int'l, Inc.	CA-R9-GB01-123021-HCC	California - Region 9 - General Building
PUB Construction, Inc.	CA-R9-GB02-123021-PUB	California - Region 9 - General Building
Harry H. Joh Construction, Inc.	CA-R9-GB03-123021-HJC	California - Region 9 - General Building
Pacific Building Group	CA-R9-GB04-123021-PBG	California - Region 9 - General Building
Vincor Construction, Inc.	CA-R9-GB05-123021-VCI	California - Region 9 - General Building
Good-Men Roofing & Construction, Inc.	CA-R9-GB06-123021-GMR	California - Region 9 - General Building
All Source Coatings, Inc.	CA-R9-GB08-123021-ASC	California - Region 9 - General Building
GeoStabilization International, LLC	CA-R9-GS01-123021-GSI	California - Region 9 - Geotechnical Stabilization
ABM Industries, Inc.	CA-R9-HVAC01-123021-ABM	California - Region 9 - HVAC/Mechanical

ACCO Engineered Systems, Inc.	CA-R9-HVAC02-123021-AES	California - Region 9 - HVAC/Mechanical
Harry H. Joh Construction, Inc.	CA-R9-HVAC03-123021-HJC	California - Region 9 - HVAC/Mechanical
Mesa Energy Systems, Inc. dba EMCOR Services	CA-R9-HVAC04-123021-ES	California - Region 9 - HVAC/Mechanical
Horizons Construction Company Int'l, Inc.	CA-R9-PAV01-123021-HCC	California - Region 9 - Paving
ACCO Engineered Systems, Inc.	CA-R9-PLUM01-123021-AES	California - Region 9 - Plumbing
Good-Men Roofing & Construction, Inc.	CA-R9-RW01-123021-GMR	California - Region 9 - Roofing/Waterproofing
<b>ezIQ RENEWALS</b>		
<b>Company Name</b>	<b>Contract Number</b>	
Amstar, Inc.	TX-PB-GC-121819-AMS	
CORE Construction Services of Texas, Inc.	TX-WT-GC-121819-CCT	
TMG Contracting, LLC	TX-CT-GC-121819-TCL	
Sullivan Contracting Services	TX-CT-GC-121819-SUL	
Amstar, Inc.	TX-WT-GC-121819-AMS	
CORE Construction Services of Texas, Inc.	TX-PB-GC-121819-CCT	
Amstar, Inc.	TX-CT-GC-121819-AMS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-PB-GC-121819-FHP	
Tommy Klein Construction, Inc.	TX-PB-GC-121819-TKL	
Doyle Electric, LLC	TX-CT-GC-121819-DEL	
Veliz Company, LLC	TX-PB-GC-121819-VCL	
RoofConnect Logistics, Inc.	TX-CT-R-121819-RCL	
Platinum Roofing, Inc.	TX-CT-R-121819-PLR	
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-WT-GC-121819-FHP	
JAMCO Ventures, LLC	TX-CT-GC-121819-JAM	
CORE Construction Services of Texas, Inc.	TX-CT-GC-121819-CCT	
JAMCO Ventures, LLC	TX-CT-F-121819-JAM	
Veliz Company, LLC	TX-CT-GC-121819-VCL	
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-CT-GC-121819-FHP	
Doyle Electric, LLC	TX-CT-E-121819-DEL	
Veliz Company, LLC	TX-WT-GC-121819-VCL	
Centennial Contractors Enterprises, Inc.	TX-CT-GC-121819-CCE	
RoofConnect Logistics, Inc.	TX-WT-R-121819-RCL	
JAMCO Ventures, LLC	TX-CT-W-121819-JAM	
JAMCO Ventures, LLC	TX-CT-RC-121819-JAM	
JAMCO Ventures, LLC	TX-CT-APC-121819-JAM	
JAMCO Ventures, LLC	TX-CT-P-121819-JAM	



**COMMENT AND REVIEW**  
to the  
**REQUEST FOR PROPOSAL (RFP) #113021**  
Entitled  
**Firefighting Apparatus and Fire Service Vehicles**

The following advertisement was placed October 12, 2021 in *USA Today*, in South Carolina's *The State*, in *The Oklahoman* and on the Sourcewell website [www.sourcewell-mn.gov](http://www.sourcewell-mn.gov), Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter [www.nyscr.ny.gov](http://www.nyscr.ny.gov), PublicPurchase.com, and October 13, 2021 in Oregon's *Daily Journal of Commerce*:

*Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Apparatus and Fire Service Vehicles to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 30, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.*

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

10-8 Emergency Vehicle Service	Kovatch Mobile Equipment Corp.
11193422 Canada, INC.	Kyrish Government Group
Acres Industries, Inc.	Laszlo Corporation
Alexis Fire Equipment Company	Marion Body Works, Inc.
Allied Restoration	MAXIMETAL INC.
Blanchat Mfg., Inc.	Metalfab, LTD
BME Fire Trucks, LLC	MSA Safety Sales, LLC
Brindlee Mountain Fire Apparatus, LLC	North America Fire Equipment Co., Inc.
CAMIONS CARL THIBAUT, INC.	O'RIELLY CHEVROLET, INC.
Carrier Truck Centers	Oshkosh Airport Products, LLC
CET Fire Pumps MFG	P.L. Custom Body and Equipment Co., Inc.
Chemical Containers, Inc.	PECS Electromechanical
Commercial Emergency Equipment	Pierce Manufacturing (Oshkosh Corporation)
Cooperative Services, LLC	Rock River Industries, LLC



Custom Fire Apparatus, Inc.	Rosenbauer South Dakota, LLC
D-Lux Screen Printing	Sea Hawk
Danko Emergency Equipment	Servco Pacific, Inc.
Dependable Truck & Tank, Limited	Skeeter Brush Trucks, LLC
Draeger Safety Canada, Ltd.	Southern Fire Apparatus, LLC
E-ONE, Inc. (REV Group, Inc.)	Spartan Fire, LLC
Ed M. Feld Equipment Co., Inc. DBA Feld Fire	Spencer Manufacturing, Inc.
EJ Metals, LLC	SPI Health and Safety, Inc.
Ferrara Fire Apparatus, Inc.	Stainless and Repair, Inc.
Fire & Safety Services, Ltd.	Sub Aquatics, Inc.
FIRE AND MARINE, INC.	Super Vacuum Manufacturing CO., Inc.
FireStopper USA MD	System One Manufacturing, Inc.
First Priority Emergency Vehicles, Inc.	The Sutphen Corporation
Fisher Tech Services, LLC	Tipton Ford
Fort Garry Fire Trucks, Ltd.	Toyne, Inc.
Four Guys Stainless Tank & Equipment, Inc.	Ty Parker & Son, Inc.
Fouts Brothers, Inc.	Unifire, Inc.
Hi-Tech Emergency Vehicle Service, Inc.	US Fire Equipment, LLC
HME, Incorporated	Ward Apparatus, LLC
Holland Pump Company	Warren Anderson Ford dba Fritts Ford
HUB Fire Engines & Equipment, Ltd.	Watts Manufacturing, LLC
HydeInfoTech	WBM GP., INC.
Intercontinental Truck Body, Ltd.	Westvac Industrial, Ltd.

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on November 30, 2021, at 4:32:09 pm CT. Proposals were received from the following:

Acres Industries, Inc.  
 Alexis Fire Equipment Company  
 BME Fire Trucks, LLC  
 Brindlee Mountain Fire Apparatus, LLC  
 CAMIONS CARL THIBAUT, INC.  
 CET Fire Pumps MFG  
 Chemical Containers, Inc.  
 Custom Fire Apparatus, Inc.  
 Dependable Truck & Tank, Limited  
 EJ Metals, LLC  
 FireStopper USA MD  
 Fort Garry Fire Trucks, Ltd.  
 Fouts Brothers, Inc.  
 Hi-Tech Emergency Vehicle Service, Inc.  
 HME, Inc.  
 HUB Fire Engines & Equipment, Ltd.  
 Laszlo Corporation  
 Marion Body Works, Inc.



MAXIMETAL INC.  
Metalfab, LTD  
Oshkosh Corporation (Pierce Manufacturing)  
P.L. Custom Body and Equipment Co., Inc.  
REV Group, Inc. (E-One, Inc.)  
Rock River Industries, LLC  
Rosenbauer America, LLC (Rosenbauer South Dakota, LLC)  
Skeeter Brush Trucks, LLC  
Spencer Manufacturing, Inc.  
Super Vacuum Manufacturing Co., Inc.  
The Sutphen Corporation  
Toyne, Inc.  
Ty Parker & Son, Inc.  
US Fire Equipment, LLC  
Ward Apparatus, LLC

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, MBA, CPPB, Procurement Lead Analyst  
Stephanie Haataja, CPIM, Procurement Analyst  
Craig West, Procurement Analyst  
Tom Sharbonno, Procurement Analyst

**The findings of the Proposal Evaluation Committee are summarized as follows:**

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

Custom Fire Apparatus, Inc., provides a wide variety of fire service vehicles including initial attack/wildland, pumpers, rescue, and mobile water supply/pumper tender firefighting apparatus. They will provide sales and service in the United States and Canada. Their price list includes many common options when customizing base model vehicles. Custom Fire Apparatus, Inc. is offering Sourcewell participating entities a solid discount off list pricing.

HME, Inc., manufactures aerials, pumpers, tankers, and wildland firefighting apparatus. Their sales and dealer network are available to Sourcewell participating entities throughout the United States and Canada. Dealers are available for 24-hour emergency service and mobile repair. HME is offering a considerable discount off MSRP. Pre-pay and quantity discounts are also available.

MAXIMETAL Inc. offers a product line that includes pumpers, tankers, rescues, command vehicles, and wildland firefighting apparatus. Their sales representatives and dealer network can provide sales and service to all Sourcewell participating entities in the United States and Canada. They are able to offer 24–48-hour critical parts delivery to their customers. MAXIMETAL is offering a competitive discount off list pricing and an additional volume discount for two or more identical units on a single purchase order.

Oshkosh Corporation is offering a wide variety of products including custom and commercial pumper products, aerial products, and emergency response vehicles. They will serve Sourcewell participating entities in the United States and Canada through their regional sales and service model. Oshkosh Corporation is providing a combination

of line item, percentage, multi-unit, pre-pay and progress payment discounts (as applicable) on their fire apparatus offering.

P.L. Custom Body and Equipment Co., Inc., manufactures custom extreme duty rescue trucks, command centers, hazmat, and other specialty vehicles. Numerous chassis platforms are available to meet varying needs and specifications. They have a sizeable sales force and dealer network throughout the United States. P.L. Custom is a woman-owned entity (WMBE). They proposed a strong discount to Sourcewell participating entities.

REV Group, Inc., is a manufacturer and service provider of fire apparatus that includes pumpers, rescues, tankers, aerials, hazmat, command vehicles, ARFF units, Spartan Chassis, and wildland fire service vehicles. Their sales representatives and robust dealer network offers sales and service to all Sourcewell participating entities in the United States and Canada. They offer leasing, trade-ins, pre-pay discounts and multiple unit discounts. REV Group offers a sizeable discount off their list pricing.

Rock River Industries, LLC, is offering a full line of all-poly tankers, pumpers, tactical tenders, brush trucks, and quick attack vehicles under the Midwest Fire brand name. Midwest Fire has a sales staff able to serve participating entities in the United States and Canada through a direct sales strategy. They provide no cost training on new apparatus during the delivery process and equipment pricing reflects a considerable discount off list.

Rosenbauer America LLC is a manufacturer of aerials, pumpers, tankers, rescue vehicles, wildland, ARFF, and a fully electric fire truck. Rosenbauer also manufactures their own custom chassis, the Commander, Warrior and Avenger. Their sales force, consisting of 32 dealers in the United States and Canada, is prepared to serve Sourcewell participating entities. Rosenbauer is providing competitive discounts from MSRP.

The Sutphen Corporation is a manufacturer of custom fire apparatus. Their product line includes a variety of specialty fire apparatus including industrial pumpers, heavy rescues, and hazmat units. Sutphen's offering also includes aerial devices constructed solely of aluminum which reduces weight and improves handling. Their large dealer network spans the United States and Canada. Sutphen Corporation is offering participating entities a notable discount from MSRP.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #113021 to:

Custom Fire Apparatus, Inc.	#113021-CSM
HME, Inc.	#113021-HME
MAXIMETAL Inc.	#113021-MAX
Oshkosh Corporation	#113021-PMI
P.L. Custom Body and Equipment Co., Inc.	#113021-PLC
Rev Group (E-One, Inc.)	#113021-EOI
Rock River Industries	#113021-RCK
Rosenbauer America LLC	#113021-RSD
The Sutphen Corporation	#113021-SUT

The preceding recommendations were approved on February 7, 2022.

Sourcewell

Page 5 of 5

DocuSigned by:



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Kim Austin, MBA, CPPB, Procurement Lead Analyst

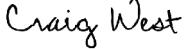
DocuSigned by:



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Stephanie Haataja, CPIM, Procurement Analyst

DocuSigned by:



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Craig West, Procurement Analyst

DocuSigned by:



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Tom Sharbonno, Procurement Analyst

### STATEMENT OF COMPLIANCE

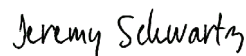
As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #113021 for Firefighting Apparatus and Fire Service Vehicles**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:



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Jeremy Schwartz, CSSBB, CPPO  
Chief Procurement Officer



# The New York State Contract Reporter

*NYS' official source of contracting opportunities  
Bringing business and government together*

This document printed  
Monday, 10/11/2021

## Contracting Opportunity

\* \* \* This ad has not been published. It has been reviewed and pending publication. \* \* \*

**Title:** Firefighting Apparatus and Fire Service Vehicles

**Agency:** Sourcewell

**Division:** Procurement Department

**Contract Number:** 113021

**Contract Term:** 4 years, with potential 1 year extension

**Date of Issue:** 10/12/2021

**Due Date/Time:** 11/30/2021 4:30 PM  
Central Time

**County(ies):** All NYS counties

**Classification:** Safety & Security - *Commodities*

**Opportunity Type:** General

**Entered By:** Chris Robinson

**Description:** Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Apparatus and Fire Service Vehicles to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 30, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Service-Disabled Veteran-Owned Set Aside:** No

## Contact Information

**Primary contact:** Sourcewell  
Procurement Department  
Chris Robinson  
Procurement Manager  
202 12th Street NE  
P.O. Box 219  
Staples, MN 56479  
United States  
Ph: 218-895-4168  
rfp@sourcewell-mn.gov

**Submit to contact:** Sourcewell  
Procurement Department  
Chris Robinson  
Procurement Manager  
202 12th Street NE  
P.O. Box 219  
Staples, MN 56479  
United States  
Ph: 218-895-4168  
rfp@sourcewell-mn.gov



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AFFIDAVIT OF PUBLICATION



# DJCOREGON

11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579  
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

**Case Number: NOT PROVIDED**

**FIREFIGHTING APPARATUS AND FIRE SERVICE VEHICLES**

**Sourcewell; Bid Location Staples, MN, Todd County; Due 11/30/2021 at 04:30 AM**

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

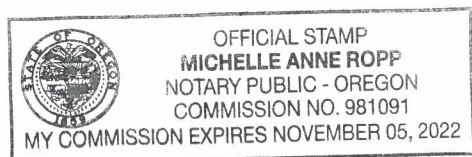
10/13/2021

State of Oregon  
County of Multnomah

SIGNED OR ATTESTED BEFORE ME  
ON THE 13th DAY OF October, 2021

Nick Bjork

Notary Public-State of Oregon



**SOURCEWELL  
FIREFIGHTING APPARATUS AND  
FIRE SERVICE VEHICLES  
Proposals due 4:30 pm,  
November 30, 2021  
REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Apparatus and Fire Service Vehicles to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 30, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.  
Published Oct. 13, 2021. 12044537

**Carol Jackson**  
**Sourcewell**  
202 12th St NE  
Staples, MN 56479-2438

Order No.: 12044537  
Client Reference No:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Firefighting Apparatus and Fire Service Vehicles** to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>

Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 30, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

OC-000664371-01

STATE OF OKLAHOMA,  
COUNTY OF OKLAHOMA

} SS.

# Affidavit of Publication

Bryan Miller, of lawful age, being first duly sworn, upon oath deposes and says that she/he is the Classified Legal Notice Admin, of GateHouse Media Oklahoma Holdings, Inc, a corporation, which is the publisher of *The Oklahoman* which is a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; that said newspaper has been continuously and uninterruptedly published in said county and state for a period of more than one hundred and four consecutive weeks next prior to the first publication of the notice attached hereto, and that said notice was published in the following issues of said newspaper, namely:

SOURCEWELL  
103734

<u>AdNumber</u>	<u>Publication</u>	<u>Page</u>	<u>Date</u>
0000664371-01	OC- The Oklahoman	B10	10/12/2021
0000664371-01	OC- The Oklahoman	B11	10/19/2021

Bryan Miller  
Agent: Bryan Miller

Date: 10/19/2021

Subscribed and sworn to be me before this date : 10/19/2021

Terri Roberts  
Notary: Terri Roberts

Date: 10/19/2021





**THANK YOU for your legal submission!**

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

**ORDER DETAILS****Order Number:**

IPL0044376

**Order Status:**

Submitted

**Classification:**

Legals &amp; Public Notices

**Package:**

COL - Legal Ads

**Final Cost:**

132.13

**Payment Type:**

Account Billed

**User ID:**

IPL0024154

**PREVIEW FOR AD NUMBER IPL00443760****REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Firefighting Apparatus and Fire Service Vehicles** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 30, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

W00000000  
Publication Dates

<< Click here to print a printer friendly version >>

**ACCOUNT INFORMATION**

SOURCEWELL IP

PO BOX 219

STAPLES, MN 56479

218-894-1930

carol.jackson@sourcewell-mn.gov

SOURCEWELL

**TRANSACTION REPORT****Date**

October 7, 2021 10:26:08 AM EDT

**Amount:**

132.13

**SCHEDULE FOR AD NUMBER IPL00443760**

October 12, 2021

The State (Columbia)



NFL WEEK 5 WINNERS AND LOSERS

# Chargers bolting up, Jaguars spiraling

Lorenzo Reyes  
USA TODAY

Week 5 in the NFL was a wild one. Three of the early-window games – not counting the Falcons topping the Jets in the really early window in London – came down to electric finishes. And the Packers, Patriots and Vikings won their games on field goals at or near the end of regulation or in overtime, on a day in which placekickers struggled at historic levels.

We also saw an upstart team with a rookie coach, the Chargers, outlast another powerful AFC opponent in the Browns in what could end up being a potential playoff preview. The same went for a rematch of last year’s AFC championship game, though this time it was the Bills who prevailed over the Chiefs in convincing fashion.

Elsewhere, a rough week got tougher for embattled Jaguars coach Urban Meyer, who saw his team drop to 0-5. The Week 5 winners and losers:

## WINNERS

### The (AFC West favorite?) Chargers

In the track meet that was a 47-42 victory, the Chargers outslugged a worthy contender in the AFC, the Browns. Questions about defensive lapses abound for both teams, but that the Chargers had to battle back from a 14-point, third-quarter deficit shows how far Los Angeles (4-1) has come in Brandon Staley’s first season as head coach.

First, let’s highlight what the Chargers *did* do well on defense. One of the main reasons Los Angeles was able to keep the deficit manageable was because in three of Cleveland’s first five trips inside the red zone, it clamped down and forced the Browns to settle for two short field goals and forced one turnover on downs. But quarterback Justin Herbert is quickly becoming one of the young star passers in the entire NFL. Herbert is on a historic pace in his young career, bolstered by his 26 of 43 performance against the Browns for 398 yards with four touchdowns. He also added a rushing score. He could be on a track to insert himself in the MVP conversation. More important, with the Chiefs looking vulnerable – especially on defense – the Chargers could even threaten for the division crown.

### Not only offense in Arizona

A team coached by Kliff Kingsbury always was going to have dynamic playmakers on offense. But the Cardinals have remained the lone undefeated team in the NFL also because of a really talented and efficient defense. Going up against a dynamic athlete and passer in 49ers rookie Trey Lance, who was making his first career start, the Cardinals prevailed 17-10.

Arizona was excellent in high-leverage situations. The Cardinals limited the 49ers to 3 of 11 conversions on third downs, kept the Niners out of the end zone in their only goal-to-go scenario of the game and stopped San Francisco on fourth downs on four out of five tries. According to Elias Sports Bureau, it was the only time in at least the last 40 seasons that a team recorded four fourth-



First-year NFL head coach Urban Meyer’s Jaguars fell to 0-5 on Sunday and Jacksonville has lost 20 consecutive games. BOB SELF/THE FLORIDA TIMES-UNION

down stops in a game. The Cardinals will start to have a target on their backs, but having a now-improved defense makes this team that much more dangerous because it won’t be incumbent on quarterback Kyler Murray and the Arizona offense to carry the team.

### The losing Lions

Yes, they fell in heartbreak, again. And players and coaches in the NFL almost never want to hear about silver linings. But what rookie coach Dan Campbell is doing in Detroit, getting his team to punch above its weight and nearly pull off two improbable upsets in two weeks, should be admired. The Lions lost to the Vikings 19-17 on a crushing game-winning field goal after Detroit had battled back from a 10-point deficit with a little more than five minutes left to play. This came one week after the Lions lost (also 19-17) when Ravens kicker Justin Tucker set an NFL record with a 66-yard, game-winning field goal.

In both cases, the Lions gave up big passing plays to put their opponents near field goal range. Those are issues the team needs to clean up. This Lions roster is still young and has a lot of holes. Jared Goff is not a long-term answer at quarterback. But Detroit ranks second in third-down defense (27.78%) and has become a high-effort team. That has kept it in these games. If Campbell can keep developing the talent the Lions have and if the Lions improve their roster over the next couple of seasons, Detroit could be a team to watch in the near future.

## LOSERS

### Kickers

The NFL, when it changed its rule in 2015 to push back the extra point, wanted the play to have more drama. In Week 5, the league got its wish. There were 12 missed extra points before Monday’s game. Extra points weren’t the only kicking struggle. There have also been 12 missed field goals. This shouldn’t necessarily be chalked up to any big-picture issues or problematic trend; every now and then, a week comes by

where this just seems to happen. This one, however, was the worst kicking performance since the rule change.

What makes this case interesting, though, is that weather typically plays a factor in poor kicking. This week, games were not affected by inclement weather. In particular, the Packers’ 25-22 overtime victory against the Bengals offered a study of kicking comedy. At one point, Mason Crosby of the Packers and Evan McPherson of the Bengals combined for five consecutive missed field goal kicks in a stretch of fewer than eight minutes of game time – and it happened in the fourth quarter and overtime. And, if there were a missed extra point in Monday’s game between the Colts and Ravens, it will set a record for the most combined missed extra points across the entire league in a week.

### Urban Meyer

With each passing day, Urban Meyer is showing that the head coaching job of the Jaguars is too big for him. It wasn’t so much that the Jaguars lost to the AFC South rival Titans 37-19. It was the effort they showed. Early in the third quarter, with Tennessee holding an 11-point lead, the Jaguars defense did not look interested in tackling Titans running back Derrick Henry on a 9-yard TD rush.

It’s no surprise that effort was an issue. This entire week was shrouded in controversy over Meyer’s decision to stay in Ohio after a loss to the Bengals, missing the team flight. He was later filmed at a bar, where a woman who was not his wife danced on him. It would be natural for players to question his commitment.

After the incident in Ohio, owner Shad Khan issued a strong statement and said Meyer “must regain our trust and respect.” Yet Meyer has repeatedly failed to hold himself accountable and routinely blames others for mistakes, even his players. After Sunday’s loss, reporters asked him about a 4th-and-1 call and why Trevor Lawrence didn’t keep it on a quarterback sneak. Meyer said Lawrence was “not quite comfortable with that yet” and added “I don’t micro-manage who is in the game.” Minutes later, Lawrence disagreed and said that while it wasn’t something they had done

in a game yet, that he was “comfortable.” This team has had bouts of mental mistakes and communications issues, careless penalties, carelessness with the ball. And it all falls on Meyer.

### Brian Flores and Chris Grier

Memories of Miami’s surprise 10-win season in coach Brian Flores’ second season with the Dolphins feel so long ago. And after the defending Super Bowl champion Buccaneers throttled the Dolphins 45-17, both Flores and general manager Chris Grier have some significant questions to answer. The Tampa Bay roster is better than Miami’s. It might be the best in the entire league. But Flores, a coach with a specialty on defense, spent 15 seasons on the Patriots coaching staff, each of those when Tom Brady played in New England. He should have at least a decent idea of how to fluster Brady.

Instead, Brady completed 30 of 41 passes for 411 yards with four TDs. The Bucs failed to convert only three of their 11 third-down attempts. And Tampa Bay gained 558 yards of total offense in what was simply a defensive collapse for Miami (1-4). While Grier has hit on some of his recent draft picks, his inability to fix holes at running back, linebacker, offensive line and quarterback are concerning. Though second-year passer Tua Tagovailoa has been sidelined with broken ribs, Grier will always have to face questions of how Miami passed on Justin Herbert, who has been a revelation for the Chargers and was taken one pick after Tagovailoa was. It’s too early for a total cleaning house, but if more performances like this follow, that time may be quickly nearing.

### The Panthers as NFC disruptors

They had a hot start to the season, but after consecutive losses Carolina has regressed to the mean. Granted, last week’s defeat came against a powerful Cowboys team and both have been with star running back Christian McCaffrey sidelined. But Carolina (3-2) blew a 12-point lead it held in the second quarter and squandered several chances to extend their lead in a disappointing 21-18 loss against the Eagles.

Carolina’s defense held its end of the bargain early in the game. Other than the three first downs the unit gave up on Philadelphia’s end-of-half drive in the second quarter, the Panthers had allowed the Eagles to move the chains just twice in their other 10 possessions to start the game. The Panthers defense constantly put the offense in great field position, but Carolina stalled when it got into plus territory. Quarterback Sam Darnold has now thrown five interceptions in the last two weeks after tossing three against the Eagles. Though there were other shortcomings, his inability to move the ball when Philly brought pressure doomed the Panthers. The special teams unit allowing the Eagles to block a punt with four minutes left in the game set up the game-winning touchdown. But don’t lose sight of the throw Darnold missed to receiver Robby Anderson on third down. These are the games Carolina needs to win to be a contender in the conference. This loss shows the Panthers still have some work to do to get there.

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For advertising information: 1.800.397.0070 [www.russelljohns.com/usat](http://www.russelljohns.com/usat)

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Improve it today!</div> <div><ul style="list-style-type: none"><li>• FREE Consultation</li><li>• FREE Credit Evaluation</li></ul></div> <div>800-852-4931</div> <div>IMPROVE YOUR CREDIT SCORE</div>	<div>FINANCIAL</div> <div>ELIMINATE your overwhelming debt</div> <div>We can help if your total debt is \$10,000 or more!</div> <div><ul style="list-style-type: none"><li><input checked="" type="checkbox"/> CREDIT CARD DEBT</li><li><input checked="" type="checkbox"/> MEDICAL DEBT</li><li><input checked="" type="checkbox"/> PERSONAL LOANS</li></ul></div> <div>800-825-1306</div> <div>Avoid bankruptcy today and start over completely debt-free.</div> <div>THE CALL IS FREE.</div> <div>BUSINESS OPPORTUNITES</div> <div>PRIVATE MORTGAGE INVESTORS WANTED (20% RETURN IN 120 DAYS) Vx 100% Self Sustainable Intelligent Homes JUST IMAGINE NEVER HAVING A POWER BILL, A HEATING BILL, A WATER BILL, AN INTERNET BILL, or even a CELL PHONE BILL!!! 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**Opportunity Notice**  
**Firefighting Apparatus and Fire Service Vehicles**

Category: Goods

This opportunity is now  
closed.

**Opportunity Information**

**Organization:** Canoe Procurement Group of Canada (RMA)  
**Organization Address:**  
**Reference Number:** AB-2021-05980  
**Solicitation Number:** AB-2021-05980  
**Solicitation Type:** Request for Proposal  
**Posting (MM/dd/yyyy):** 10/12/2021  
03:00:00 PM Alberta Time  
**Closing (MM/dd/yyyy):** 11/30/2021  
03:30:00 PM Alberta Time  
**Last Update (MM/dd/yyyy):** 10/12/2021  
02:45:11 PM Alberta Time  
**Agreement Type:** NWPTA/TILMA & CFTA & CETA & TCA  
**Region of Opportunity:** Open  
**Region of Delivery:** Alberta  
**Opportunity Type:** Open & Competitive  
**Commodity Codes:**  
N4210PF: Truck, Fire, Crash, Rapid Intervention Vehicle, Medium Size (RIV)(B)  
S169M: Fire Suppression/Extinguishing Systems - Dry Chemical  
N4210Y: Firefighting Equipment, Armoured Fighting Vehicle, S.M.P.  
N4210PD: Truck, Firefighting  
N4210PC: Truck, Fire, Crash  
N4210PE: Truck, Fire, Crash, Rapid Intervention Vehicle, Commercial (RIV)(C)  
N4210P: Firefighting Equipment - Complete Fire Trucks and Trailers Only  
N4210B: Ground Fire Fighting Equipment  
N4210X: Firefighting Equipment (Marine)  
N4210PB: Trailer, Fire Pumper  
N4210PA: Tracked Vehicle, Firefighting  
N4210: Fire Fighting Equipment  
N4210K: Pumping Equipment, Portable (Firefighting, Ground)  
N4210G: Extinguisher, Fire (Aircraft Type)  
N4210W: Firefighting Equipment, Special, Customer or Systems Engineered Products

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[View Interested Vendors \(Bidders\)](#)

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All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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## View Details

Click [here](#) to return to the Sourcewell Procurement Portal home page.

Bid Details	
Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 113021
Bid Name:	Firefighting Apparatus and Fire Service Vehicles
Bid Status:	<b>Closed</b>
Bid Closing Date:	Tue Nov 30, 2021 4:30:00 PM (CST)
Question Deadline:	Fri Nov 19, 2021 4:30:00 PM (CST)
Time-frame for delivery or the duration of the contract:	Refer to project document
Negotiation Type:	Refer to project document
Condition for Participation:	Refer to project document
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	No
Description:	Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for <b>Firefighting Apparatus and Fire Service Vehicles</b> to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [ <a href="https://proportal.sourcewell-mn.gov">https://proportal.sourcewell-mn.gov</a> ]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than <b>November 30, 2021, at 4:30 p.m. Central Time</b> , and late proposals will not be considered.
Bid Document Access:	Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.
Categories:	<a href="#">Show Categories [+]</a>

[Register for this Bid](#) [Download Bid Documents](#)

## Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description	Date / Time ▾	Mandatory Me...	Meeting Document
Online Pre-Proposal Conference	Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference.	Tuesday November 2, 2021 10:00 AM (CDT)	No	

Documents			
File Name		Pages	
<b>RFP_113021_Fire_Apparatus</b> Monday October 11, 2021 07:43 AM		13	<a href="#">Download</a>
<b>RFP_113021_Fire_Apparatus_Contract_Template</b> Monday October 11, 2021 07:43 AM		18	<a href="#">Download</a>
<b>RFP_113021_Fire_Apparatus_Pre-Proposal_Login_Instructions</b> Friday October 29, 2021 08:48 AM		1	<a href="#">Download</a>
<b>RFP_113021_Fire_Apparatus_Pre-Proposal_Login_Instructions_Updated_111221</b> Friday November 12, 2021 02:49 PM		--	<a href="#">Download</a>



Bid RFP #113021 - Firefighting Apparatus and Fire Service Vehicles

[Switch to Vendor View]

Bid Type

RFP

Bid Number

113021

Title

Firefighting Apparatus and Fire Service Vehicles

Start Date

Oct 12, 2021 8:29:59 AM CDT

End Date

Nov 30, 2021 4:30:00 PM CST

Agency

Sourcewell

Bid Contact

Chris Robinson  
(218) 895-4168  
rfp@sourcewell-mn.gov  
202 12th Street NE  
P.O. Box 219  
Staples, MN 56479-0219

Access Reports

View reports on who has been notified of the bid or accessed it.  
[Notification report] [Access report]

Questions

0 Questions  
0 Unanswered  
[View/Ask Questions]

Edit Bid

[Create Addendum]

**Description**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Apparatus and Fire Service Vehides to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 30, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Pre-Bid Conference**

Date

Nov 2, 2021 10:00:00 AM CDT

Location

Online Conference

Notes

Login information will be emailed two business days prior to the event.

**Documents**

No Documents for this bid



Join

Solicitations *Firefighting Apparatus and Fire Service Vehicles* has been created.

View

Edit

Delete

Revisions

OPEN

## Firefighting Apparatus and Fire Service Vehicles

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Apparatus and Fire Service Vehicles to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 30, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

### Important Dates

Pre-Proposal Conference:  
**November 2, 2021 at 10:00 am CDT**

Proposals Due:  
**November 30, 2021 at 4:30 pm CST**

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

[Sourcewell Procurement Portal](#)



## Bidding

Type 1 Bid Notice Only

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- [Doc. Taker's List](#)



## Publish /Verify Contents

Save as Template

## Solicitation Setting

- ☒ Invite Bidders No
- ☒ Evaluate Response online No
- ☒ Internal Approval No
- ☒ Enable Collaboration with other Users No

## Solicitation Details

## Mandatory Information

Solicitation Type	RFP	Solicitation Number	113021
Solicitation Name	Firefighting Apparatus and Fire Service Vehicles	Procurement Type	Goods , Services
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

## Internal Information (For Internal Use Only)

Procurement Title/Project Name	113021 Firefighting Apparatus and Fire Service Vehicles
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## Advertisement

## Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	\$800,000,000.00
Publish Date	10/12/2021	Closing Date & Time	11/30/2021 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

## Selected Categories

## Automotive/ Industrial

Industrial Vehicles/ Equipment Fire trucks, Ambulances, Transport Trucks, Garbage Trucks, Buses (school and commercial), Utility Trucks, Ride-on Lawn Mowers, decontamination trailers, streetcars, ice-resurfacers, office trailers, trains etc



## Solicitation Overview



## Firefighting Apparatus and Fire Service Vehicles

113021

Closing Date: 11/30/2021 04:30:00 PM CT

## Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Apparatus and Fire Service Vehicles to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 30, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

## Notice

### Basic Information

**Estimated Contract Value (CAD)** \$800,000,000.00 (Not shown to suppliers)  
**Reference Number** 0000210048  
**Issuing Organization** Sourcewell  
**Owner Organization**  
**Solicitation Type** RFP - Request for Proposal (Formal)  
**Solicitation Number** 113021  
**Title** Firefighting Apparatus and Fire Service Vehicles  
**Source ID** PP.CO.USA.868485

### Details

**Location** All of Canada, All of Canada  
**Purchase Type** Duration:4 years  
**Description** Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Apparatus and Fire Service Vehicles to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 30, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

### Dates

**Publication** Manual publication  
**Question Acceptance Deadline** 2021/11/19 05:30:00 PM EST  
**Questions are submitted online** No  
**Bid Intent** Not Available  
**Closing Date** 2021/11/30 05:30:00 PM EST

**Prebid Conference** 2021/11/02 11:00:00 AM EDT

### Contact Information

Procurement Department  
 218-894-1930  
[rfp@sourcewell-mn.gov](mailto:rfp@sourcewell-mn.gov)

### Pre-Bidding Events

**Event Type** Prebid Conference  
**Attendance** Recommended  
**Event date** 2021/11/02 11:00:00 AM EDT  
**Location** Online Conference  
**Event Note** Login information will be emailed two business days prior to the event.

### Bid Submission Process

**Bid Submission Type** Electronic Bid Submission  
**Pricing** In attached document  
**Pricing** In attached document  
**Bid Documents List**

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

## Categories

### Selected Categories

GSIN Categories (8)	
G	<b>Goods</b> Goods
N42	<b>Firefighting, Rescue, And Safety Equipment</b> Firefighting, Rescue, And Safety Equipment
N4210P	<b>FIREFIGHTING EQUIPMENT - COMPLETE FIRE TRUCKS AND TRAILERS ONLY</b> FIREFIGHTING EQUIPMENT - COMPLETE FIRE TRUCKS AND TRAILERS ONLY
N4210K	<b>PUMPING EQUIPMENT, PORTABLE (FIREFIGHTING, GROUND)</b> PUMPING EQUIPMENT, PORTABLE (FIREFIGHTING, GROUND)
N42	<b>Fire Fighting Equipment</b> Fire Fighting Equipment
N4210	<b>FIRE FIGHTING EQUIPMENT</b> FIRE FIGHTING EQUIPMENT
N4210W	<b>FIREFIGHTING EQUIPMENT, SPECIAL, CUSTOMER OR SYSTEMS ENGINEERED PRODUCTS</b> FIREFIGHTING EQUIPMENT, SPECIAL, CUSTOMER OR SYSTEMS ENGINEERED PRODUCTS
N4210B	<b>GROUND FIRE FIGHTING EQUIPMENT</b> GROUND FIRE FIGHTING EQUIPMENT
N4200	<b>FIREFIGHTING, RESCUE AND SAFETY EQUIPMENT</b> Firefighting, rescue and safety equipment
N4210PD	<b>TRUCK, FIREFIGHTING</b> TRUCK, FIREFIGHTING
MERX Category (1)	
G	<b>Goods</b> Goods
G14	<b>Fire Fighting, Security and Safety Equipment</b> Fire Fighting, Security and Safety Equipment
UNSPSC Category (1)	
25000000	<b>Commercial and Military and Private Vehicles and their Accessories and Components</b>
25100000	<b>Motor vehicles</b>
25101700	<b>Safety and rescue vehicles</b>





Proposal Evaluation  
Firefighting Apparatus and Fire Service Vehicles RFP #113021

Possible Points		Acres Industries, Inc.	Alexis Fire Equipment Company	BME Fire Trucks, LLC	Brindlee Mountain Fire Apparatus, LLC	CAMIONS CARL THIBAUT, INC.	CET Fire Pumps MFG	Chemical Containers, Inc.	Custom Fire Apparatus, Inc.	Dependable Truck & Tank, Limited	EJ Metals, LLC	E-ONE, Inc.	FireStopper USA MD	Fort Garry Fire Trucks, Ltd.	Fouts Brothers, Inc.	Hi-Tech Emergency Vehicle Service, Inc.	HME, Incorporated	HUB Fire Engines & Equipment, Ltd.
Conformance to Terms/ Conditions to Include Documentation	50	38	41	36	41	38	40	33	43	35	40	43	28	42	37	39	43	36
Pricing	400	333	299	298	278	311	315	299	305	320	325	319	263	271	310	306	319	260
Financial, Industry and Marketplace Successes	75	52	57	52	59	55	56	55	60	51	55	65	27	61	59	61	60	52
Bidder's Ability to Sell/ Service Contract Nationally	100	64	77	71	80	71	75	67	75	67	72	88	34	79	71	72	77	65
Bidder's Marketing Plan	50	35	42	34	39	37	42	34	44	38	35	39	34	43	38	38	40	35
Value Added Attributes	75	56	50	42	51	56	56	44	60	44	57	60	51	65	57	58	58	57
Warranty Coverages and Information	50	43	43	40	41	43	40	36	38	40	39	44	37	45	42	42	42	39
Selection and Variety of Products and Services Offered	200	158	156	140	163	164	151	145	169	146	157	180	116	169	156	151	165	151
Total Points	1,000	779	765	713	752	775	775	719	809	686	780	838	590	775	770	767	804	695
Rank Order		14	20	26	22	16	16	25	7	30	13	4	33	16	18	19	8	29

Possible Points		Laszlo Corporation	Marion Body Works, Inc.	MAXIMETAL, INC.	Metalfab, LTD	P.L. Custom Body and Equipment Co., Inc.	Pierce Manufacturing	Rock River Industries, LLC	Rosenbauer South Dakota, LLC	Skeeter Brush Trucks, LLC	Spencer Manufacturing, Inc.	Super Vacuum Manufacturing CO, Inc.	The Sutphen Corporation	Toyne, Inc.	Ty Parker & Son, Inc.	US Fire Equipment, LLC	Ward Apparatus, LLC
Conformance to Terms/ Conditions to Include Documentation	50	28	40	44	34	44	45	43	44	39	39	44	44	41	33	31	41
Pricing	400	253	303	318	301	334	321	324	300	275	271	271	323	311	245	334	270
Financial, Industry and Marketplace Successes	75	41	61	63	49	64	65	59	64	57	54	62	62	61	47	53	55
Bidder's Ability to Sell/ Service Contract Nationally	100	60	72	85	67	80	90	73	87	72	70	86	87	79	66	68	74
Bidder's Marketing Plan	50	33	41	45	35	43	44	41	44	36	33	45	44	40	34	34	38
Value Added Attributes	75	52	59	64	45	63	65	58	58	43	49	60	63	52	43	49	53
Warranty Coverages and Information	50	39	43	43	37	44	43	42	44	42	41	44	44	42	33	39	42
Selection and Variety of Products and Services Offered	200	110	165	169	141	168	179	162	179	148	170	173	176	166	120	154	158
Total Points	1,000	616	784	831	709	840	852	820	843	712	727	785	843	792	621	762	731
Rank Order		32	13	5	29	3	1	9	6	27	24	11	3	36	31	21	33

DocuSigned by:  
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## Proposal Opening Record

Date of opening: November 30, 2021

Sourcewell posted Request for Proposal #113021, for the procurement of Firefighting Apparatus and Fire Service Vehicles, on the Sourcewell Procurement Portal [[proportal.sourcewell-mn.gov](http://proportal.sourcewell-mn.gov)] on Tuesday, October 12, 2021, and the solicitation remained in an open status within the portal until November 30, 2021, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on November 30, 2021, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #113021 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

Acres Industries, Inc. - Submitted 11/30/21 at 12:48:29 PM  
Alexis Fire Equipment Company - Submitted 11/30/21 at 4:27:23 PM  
BME Fire Trucks, LLC - Submitted 11/30/21 at 9:37:36 AM  
Brindlee Mountain Fire Apparatus, LLC - Submitted 11/30/21 at 12:59:24 PM  
CAMIONS CARL THIBAUT, INC. - Submitted 11/21/21 at 3:03:05 PM  
CET Fire Pumps MFG - Submitted 11/30/21 at 3:18:40 PM  
Chemical Containers, Inc. - Submitted 11/22/21 at 8:59:01 AM  
Custom Fire Apparatus, Inc. - Submitted 11/29/21 at 4:20:32 PM  
Dependable Truck & Tank, Limited - Submitted 11/30/21 at 1:30:44 PM  
EJ Metals, LLC - Submitted 11/30/21 at 12:29:54 PM  
E-ONE, Inc. - Submitted 11/30/21 at 4:23:32 PM  
FireStopper USA MD - Submitted 11/22/21 at 11:37:18 AM  
Fort Garry Fire Trucks, Ltd. - Submitted 11/29/21 at 11:48:34 AM  
Fouts Brothers, Inc. - Submitted 11/30/21 at 10:27:18 AM  
Hi-Tech Emergency Vehicle Service, Inc. - Submitted 11/30/21 at 3:51:27 PM  
HME, Incorporated - Submitted 11/29/21 at 2:42:09 PM  
HUB Fire Engines & Equipment, Ltd. - Submitted 11/30/21 at 10:50:26 AM  
Laszlo Corporation - Submitted 11/30/21 at 12:55:22 PM  
Marion Body Works, Inc. - Submitted 11/23/21 at 9:03:20 AM  
MAXIMETAL, INC. - Submitted 11/27/21 at 8:17:02 AM  
Metalfab, LTD - Submitted 11/29/21 at 11:44:08 AM  
P.L. Custom Body and Equipment Co., Inc. - Submitted 11/29/21 at 3:15:41 PM  
Pierce Manufacturing - Submitted 11/30/21 at 4:18:31 PM  
Rock River Industries, LLC - Submitted 11/29/21 at 11:40:39 AM  
Rosenbauer South Dakota, LLC - Submitted 11/30/21 at 8:35:18 AM

Skeeter Brush Trucks, LLC - Submitted 11/30/21 at 12:29:14 PM  
Spencer Manufacturing, Inc. - Submitted 11/30/21 at 2:53:05 PM  
Super Vacuum Manufacturing CO., Inc. - Submitted 11/30/21 at 2:46:11 PM  
The Sutphen Corporation - Submitted 11/30/21 at 12:43:06 PM  
Toyne, Inc. - Submitted 11/29/21 at 1:19:30 PM  
Ty Parker & Son, Inc. - Submitted 11/30/21 at 2:14:55 PM  
US Fire Equipment, LLC - Submitted 11/30/21 at 9:12:36 AM  
Ward Apparatus, LLC - Submitted 11/29/21 at 4:19:07 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcwell Procurement Portal, on November 30, 2021, at 4:32:09 PM CT. All responsive proposals were then submitted for review by the Sourcwell Evaluation Committee.

DocuSigned by:

*James Voelker*

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James Voelker, CPCM, CFCM, Procurement Lead Analyst

DocuSigned by:

*Carol Jackson*

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Carol Jackson, Procurement Analyst



**RFP #113021**  
**REQUEST FOR PROPOSALS**  
**for**  
**Firefighting Apparatus and Fire Service Vehicles**

**Proposal Due Date: November 30, 2021, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Apparatus and Fire Service Vehicles to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 30, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Solicitation Schedule**

Public Notice of RFP Published:	October 12, 2021
Pre-proposal Conference:	November 2, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	November 19, 2021, 4:30 p.m., Central Time
<b>Proposal Due Date:</b>	<b>November 30, 2021, 4:30 p.m., Central Time</b> Late responses will not be considered.
Opening:	November 30, 2021, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

## I. ABOUT SOURCEWELL

### A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

### B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities<sup>1</sup>;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be

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<sup>1</sup> Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In the United States each state-level procurement department receives notice for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

## **II. SOLICITATION DETAILS**

### **A. SOLUTIONS-BASED SOLICITATION**

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

### **B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES**

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Firefighting Apparatus and Fire Service Vehicles, including:

- a. New, remount, or refurbished:
  - i. Firefighting apparatus and service vehicles, of all types, such as: pumper/engine, initial attack, mobile water supply, aerial, quint, special service, mobile foam, command and communications, and purpose-built firefighting or rescue trailers;
  - ii. Wildland fire apparatus, of all types, such as: fire suppression equipment, mobile water supply, and crew carriers; and,
  - iii. Aircraft rescue and firefighting vehicles.
- b. Purpose-built chassis and vehicle components for firefighting apparatus and fire service vehicles;
- c. Equipment, options, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types described in Sections 1. a. i. – iii. above.
- d. Services related to the offering of the solutions described in Sections 1. a. - c. above, including installation, customization, remount, refurbishment, inspection, repair, maintenance, training, and support.

2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. Health & Safety, Medical, Surgical, and First Aid Related Equipment, Supplies, Accessories, and Services (RFP #061417);
- b. Trailers with Related Equipment, Accessories, and Services (RFP #121918), with the limited exception of the purpose-built firefighting or rescue trailers identified in Section 1. a. i. above;
- c. Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment (RFP #032620);

- d. Firefighting Equipment and Rescue Tools with Related Supplies and Accessories (RFP #040220), with the limited exception of the equipment, options, accessories, and supplies identified in Section 1. c. above;
- e. Class 4-8 Chassis with Related Equipment, Accessories, and Services (RFP #060920), with the limited exception of the purpose-built chassis identified in Section 1. b. above;
- f. Public Safety Communications Technology and Hardware Solutions (RFP #042021);
- g. Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories (RFP #091521); and,
- h. Ambulance and Emergency Medical Service Vehicles (RFP #110921).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

### C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.



3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

#### D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one-year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

#### E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$200 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

#### F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

#### G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.

4. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

### III. PRICING

#### A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
  - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
  - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

#### B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

#### **IV. CONTRACT**

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

#### **V. RFP PROCESS**

##### **A. PRE-PROPOSAL CONFERENCE**

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Supplier Account. Pre-proposal conference attendance is optional.

##### **B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION**

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to

this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

#### C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

#### D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Supplier Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

#### E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

#### F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

#### G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.” The solicitation status will automatically change to “Closed” after the Proposal Due Date and Time.

## **VI. EVALUATION AND AWARD**

### **A. EVALUATION**

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities’ use.
  - A proposer’s sales and service network to assure availability of product supply and coverage to meet Participating Entities’ anticipated needs.
- Total evaluation scores.
- The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

### **B. AWARD(S)**

Award(s) will be made to the proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75

Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
<b>TOTAL POINTS</b>	<b>1000</b>

#### C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

#### D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's

state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;

- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

#### E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.





10/20/2021

Addendum No. 1

Solicitation Number: RFP 113021

Solicitation Name: Firefighting Apparatus and Fire Service Vehicles

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Is the PDF in the zipped file on the bid details page supposed to be editable?

**Answer 1:**

No, the file is not designed for edits by a proposer. Refer to RFP Section IV. – Contract, for additional detail related to the Sourcewell template contract posted to the bid details page for this solicitation.

---

End of Addendum

Acknowledgement of this Addendum to RFP 113021 posted to the Sourcewell Procurement Portal on 10/20/2021 is required at the time of proposal submittal.



10/29/2021

Addendum No. 2

Solicitation Number: RFP 113021

Solicitation Name: Firefighting Apparatus and Fire Service Vehicles

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Are we required to have a vehicle dealer license in the state of Minnesota in order to be an awarded supplier?

**Answer 1:**

It is left to the discretion of each proposer to determine the licensures and supporting documentation necessary to best demonstrate their ability to serve Sourcewell and Sourcewell participating entities and to satisfy all requirements included in the RFP, contract template, and the Sourcewell Procurement Portal questionnaire tables.

---

End of Addendum

Acknowledgement of this Addendum to RFP 113021 posted to the Sourcewell Procurement Portal on 10/29/2021, is required at the time of proposal submittal.



11/11/2021

Addendum No. 3

Solicitation Number: RFP 113021

Solicitation Name: Firefighting Apparatus and Fire Service Vehicles

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

In regard to the administrative fee, what percentage amount is assessed on each opportunity to be paid to Sourcewell? Or is it a one-time fee per acquisition?

**Answer 1:**

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

---

End of Addendum

Acknowledgement of this Addendum to RFP 113021 posted to the Sourcewell Procurement Portal on 11/11/2021, is required at the time of proposal submittal.



11/20/2021

Addendum No. 4

Solicitation Number: RFP 113021

Solicitation Name: Firefighting Apparatus and Fire Service Vehicles

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

The RFP states Sourcewell is seeking proposals for new, remount or refurbished. Is Sourcewell looking for us to acknowledge we offer remount or refurb or are we expected to provide pricing?

**Answer 1:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine how to best articulate its offering of equipment, products, and services, propose the pricing approach that aligns with its business methods, and satisfy all requirements of the RFP.

**Question 2:**

Line items #1 - 3 of the Portal questionnaire tables address legal entity and subsidiary or assumed names. Clarify whether the subsidiary names will be the brand visible to the participating entity for an awarded supplier.

**Answer 2:**

Determinations related to the identification of an awarded supplier's contract on the Sourcewell website, and in related communications to participating entities, will be made after the competitive process is complete in consultation with an awarded supplier.

**Question 3:**

Section 18 Insurance - Network Security and Privacy Liability Insurance – The entity under this response has had to provide cyber liability what is the significance to this requirement?

**Answer 3:**

Refer to RFP Section IV. – Contract for additional detail related to the Sourcewell template contract. An awarded vendor will be expected to carry the insurance coverages as stated in the contract upon execution. A request for modification to the Sourcewell contract template may only be submitted with a proposal. To request a modification to the template Contract terms, conditions, or specifications, a proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, which is found as the final Table of Step 1 in the proposal submission process within the Sourcewell Procurement Portal.

**Question 4:**

Section D Waiver of Subrogation- How does this apply to this RFP?

**Answer 4:**

Refer to Answer 3 above.

**Question 5:**

Is delivery required to be included in pricing or are we able to provide pricing and state that delivery is not included.

**Answer 5:**

Refer to Answer 1 above.

**Question 6:**

Section 2B of the template contract states that Supplier warrants all Equipment, Products and Services. Is it required or is it an option to include service? If service is not included in pricing is additional information necessary?

**Answer 6:**

Refer to Answer 1 above.

**Question 7:**

Template contract section 3. A. - Shipping and Shipping Cost – states that a Supplier must arrange for and pay for the return shipment on equipment and products that arrive in a defective or inoperable condition. Would this incorporate supplier or subcontractor?

**Answer 7:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine how to best articulate its ability to serve Sourcewell participating entities.

**Question 8:**

Line Item 24 in questionnaire table 5 includes a request for size of transaction? What is this referring to is this a unit quantity?

**Answer 8:**

It is left to the discretion of each proposer to determine the information necessary to best demonstrate their marketplace success and satisfy all the requirements included in the questionnaire tables.

**Question 9:**

Is an Entity/Subsidiary allowed to list a product on Sourcewell product list that is sold and distributed by the Entity/Subsidiary, but is produced by a contract manufacturer?

**Answer 9:**

The Sourcewell RFP is an open and competitive solicitation process. A proposer is allowed to propose the entire line of equipment, products, and services falling within the requested equipment, products, or services of the subject solicitation. Proposals are evaluated based on the criteria stated in the RFP.

**Question 10:**

In Table 11, because of some supplier's difficulties to confirm pricing, can we list a product and confirm the price only after the awarding?

**Answer 10:**

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with its business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

**Question 11:**

If a supplier is successful with this RFP, the contract would be between the supplier and Sourcewell. If the supplier as an independent dealer network, do the Participating Entities have the obligations to contract with the supplier or can they contract directly with the dealer which in turn the dealer contract with the supplier?

**Answer 11:**

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – “... If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.”

**Question 12:**

Does the contract allow a line-item surcharge vs as part of the quote vs having it included in publish base pricing? Surcharges can fluctuate so looking to understand if there will be flexibility with the new contract.

**Answer 12:**

Refer to Answer 10 above.

**Question 13:**

Can a vendor be awarded contracts from different Sourcewell RFPs?

**Answer 13:**

Each Sourcewell opportunity represents a separate and distinct open and competitive solicitation. The outcome of an earlier solicitation, including a contract award, has no bearing on the evaluation of a proposer’s subsequent proposal.

**Question 14:**

In regards to table 2, item 11: If financial statements are provided to Sourcewell for the proposal do those statements in turn become public knowledge?

**Answer 14:**

Refer to RFP Section VI. E. – Disposition of Proposals related to the treatment of materials submitted in response to the RFP.

**Question 15:**

Pricing is very volatile currently with component shortages. Pricing for each model and options offered within our current quoting system could significantly fluctuate by the time this proposal is reviewed. Would offering a percentage off our current quoting MSRP be acceptable with a few examples at the time of this bid?

**Answer 15:**

Refer to Answer 10 above.

---

End of Addendum

Acknowledgement of this Addendum to RFP 113021 posted to the Sourcewell Procurement Portal on 11/20/2021, is required at the time of proposal submittal.



## Solicitation Process

While it is the desire of Sourcewell to meet our members' procurement requirements, it is ultimately our members' responsibility to interpret local purchasing laws to determine their own ability to access and utilize Sourcewell contracts.

Our rigorous request for proposal (RFP) process is continuously being refined to meet the changing needs of our members. The desired result is a national, competitively solicited procurement and contract process that is not only valued by members but meets or exceeds their requirements—offering exceptional products and services from nationally acclaimed vendors.

### 1. Identify Member Needs and Research Solutions

Sourcewell identifies areas of need through daily member interactions and advisory committees, then researches the best approach for each offering.

### 2. Seek Authorization from Sourcewell's Board of Directors

After establishing the existence of member needs and a viable industry solution, permission from the publicly elected Sourcewell Board of Directors is sought to officially begin the development of the solicitation and overall procurement process.

### 3. Draft Solicitation, Public Advertisement, and Notice

Our solicitation document is the cornerstone of cooperative contract purchasing. The consistency of the solicitation document, its response forms and evaluation criteria, are some of our greatest assets.

Sourcewell advertises each RFP:

- In print and online: [Salt Lake News](#) (Utah), [USA Today](#) (National), [Daily Journal of Commerce](#) (Oregon), [The State](#) (South Carolina)
- On the Sourcewell website
- On e-commerce sites: [Biddingo](#), [MERX](#), [Onvia](#), [PublicPurchase](#)

We also notify each state procurement department for re-posting of the solicitation within their system at their option.

### 4. Conduct Pre-Proposal Conference, Followed by Receipt of Responses

Proposers are typically given five to six weeks from the advertisement of the RFP to respond. A Pre-Proposal Conference is conducted to answer questions and provide clarification. An addendum may be issued as necessary.

For accuracy, Sourcewell time and date stamps each Proposal immediately upon receipt at our office in Staples, MN. Sourcewell conducts a public opening of the proposals received at the time, date, and place specified in the RFP.

### 5. Evaluate Responses

Evaluation begins at the proposal opening by determining the responsiveness of each proposal. The final evaluation is conducted using the "Proposal Evaluation" form defined in the RFP (Form G). [Click here for an example.](#)

### 6. Provide Recommendation to Chief Procurement Officer (CPO)

Recommendations of the evaluation committee are presented to the CPO for final review and possible award. The CPO has the final authority to issue or deny a procurement contract.

### 7. Award Vendors

Upon approval by the CPO, the recommended vendor is awarded a four-year contract term with the potential for an additional one-year extension at the discretion of Sourcewell. The Procurement Department sends Notice of Award or Non-Award to all respondents via email.

**8. Posting and Reviewing Approved Contract Documents**

A complete procurement file is maintained by Sourcewell, and contract documentation is posted on our website for review by our members and are periodically reviewed for compliance and effectiveness. Vendors are allowed to seek price and product changes upon the approval from Sourcewell.

## Legal Authority

Sourcewell is a local government unit, public corporation and public agency under the laws of the state of Minnesota.

Sourcewell was created by state law as a service cooperative to provide programs and services to education and government. Sourcewell was established with the statutory purpose to assist public agencies in meeting specific needs which are more efficiently delivered cooperatively than by an entity individually.

As a service cooperative, Sourcewell is a local government unit, public corporation and public agency pursuant to the Minnesota Constitution and enabling law [Minn. Stat. § 123A.21](#). All Sourcewell employees are government employees. Sourcewell is governed by an eight-member board made up of local elected officials including county commissioners, city council members, mayors, and school board members.

Sourcewell is authorized to establish competitively awarded cooperative purchasing contracts on behalf of itself and its participating agencies.

Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers law [Minn. Stat. § 471.59](#) to participating agencies.

Sourcewell clients are able to utilize cooperative purchasing contracts through similar joint powers, intergovernmental cooperation, or cooperative purchasing laws in their respective jurisdiction. Participating agencies include all eligible government, education, and nonprofit agencies nationwide and in Canada.

### **Additional Resources:**

[Sourcewell Bylaws](#)

[Procurement Policy](#)

[Sourcewell Official Name Change Resolution](#)

[Sourcewell 2020 Legislative Report](#)

# PUBLIC PURCHASING GUIDE



Accelerate Indiana  
Municipalities

The **Public Purchasing Guide** provides a general guide to Indiana's public procurement laws – specifically those statutes governing the purchase of goods and services. The Guide is intended to provide Aim members with a basic understanding of the procedures surrounding purchasing.

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# Disclaimer

These materials are intended for general information purposes only and do not constitute legal advice. The materials should not be used or relied upon as a substitute for a review of applicable statutes, regulations, rulings, and court decisions. The reader should consult legal counsel to determine how laws apply to specific situations. These materials were prepared in July 2021, and, consequently, will not reflect changes in law after that date.

## Introduction

The purpose of this publication is to provide a general guide to Indiana's public procurement laws - specifically - those statutes governing the purchase of goods and services. It is intended to provide readers with a basic understanding of the procedures surrounding purchasing. It is not intended to be an exhaustive review of applicable statutes and case law and should not replace consultation with local counsel as to how the law will apply to any specific situation.

This publication is intended for use by Indiana's cities and towns, and to special purpose entities such as park districts, redevelopment districts, and storm water districts established by individual municipalities. It is not intended for use by counties, townships, school corporations, or other political subdivisions, although much of the information provided is applicable to those governmental entities. The State of Indiana is governed by some of these provisions, but also has specific legislation in some situations. There are also purchasing statutes outside of IC 5-22-1 that apply to municipalities, and many of them will be addressed. This publication will address the procedures for public purchases of every dollar amount, from large to small.

## Public Purchasing [IC 5-22-1 et seq]

### Application of Purchasing Requirements [IC 5-22-1]

The statutes governing public purchasing apply to every expenditure of public funds by a governmental body, except for the following entities and activities.

Exempt Entities
A body corporate and politic established by the Indiana General Assembly. (NOTE: they must comply with purchasing preferences)
Local hospital authority under IC 5-1-4
Municipality owned utility under IC 8-1-11.1 or IC 8-1.5
County hospitals (IC 16-22-1 through 16-22-5, Health & Hospital Corporation of Marion County (16-22-8) and municipal hospitals (16-23-1)
Certain library boards (IC 36-12-3-16(b))
Local housing authority (IC 36-7-18)
Tax exempt Indiana nonprofit corporations leasing and operating a city market owned by a political subdivision
Person paying for a purchase or lease with funds other than public funds
Person entered into a public-private agreement under IC 5-23
Municipality operating municipal facilities used for the collection, treatment, purification, and disposal in a sanitary manner of liquid and solid waste, sewage, night soil, and industrial waste

Exempt Activities
Contract between governmental bodies, other than a contract authorized under the statute.
Public works project
Collective bargaining agreement between a governmental body and its employees
Employment relationship between a governmental body and its employees

Exempt Activities
Investment of public funds
Contract for social services
Contract with a body corporate and politic
Certain contracts for solid waste collection or disposal

## Definitions Applicable to Public Purchasing [IC 5-22-2]

The public purchasing statutes employ a number of defined terms with which municipal officials should become familiar. Some of these terms have ordinary, commonly understood meanings, while other terms have meanings specific to the purchasing statutes. Whenever the word is used it has all of the meanings noted in the definition.

<b>Purchase</b>	<p><b>Purchase</b> includes buy, procure, rent, lease, or otherwise acquire. The term includes:</p> <ul style="list-style-type: none"> <li>• A description of requirements (specifications, delivery terms, etc.);*</li> <li>• Solicitation or selection of sources from which purchase will be made;</li> <li>• Preparation and award of the purchase contract;</li> <li>• All phases of contract administration; and</li> <li>• All functions that pertain to purchasing (whatever that means).</li> </ul> <p>*This would include a trade-in or warranty work requirements.</p>
<b>Solicitation</b>	<p><b>Solicitation</b> means the procedure by which a governmental body invites persons to submit an offer to enter into a contract with the governmental body for the purchase or sale of supplies by the governmental body. It includes an invitation for bids, a request for proposals, and a request for quotes</p>
<b>Offer</b>	<p><b>Offer</b> means a response to a solicitation. It includes a bid, proposal, and quote.</p>
<b>Governmental Body</b>	<p><b>Governmental body</b> means an agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of a political subdivision.</p> <ul style="list-style-type: none"> <li>• While a city or a town is a political subdivision, so is a redevelopment district, park district, stormwater district, and waterworks district.</li> <li>• For instance, a governmental body may be the council, the board of works or the utility services board for the city or town itself.</li> <li>• A governmental body may be the redevelopment commission, the park board, or the stormwater board.</li> </ul>
<b>Purchasing Agency</b>	<p><b>Purchasing agency</b> is a governmental body that is authorized to enter into contracts by the purchasing statutes, by "rules" adopted by the governmental body, or another law.</p> <ul style="list-style-type: none"> <li>• The purchasing agency for the municipality itself could be the board of works, the utility services board, or the council. A municipality could decide to have all of them serve as separate purchasing agencies.</li> <li>• The purchasing agency could be the department of redevelopment, the parks department, etc.</li> </ul>
<b>Purchasing Agent</b>	<p><b>Purchasing agent</b> is a person authorized by a purchasing agency to act as an agent for the purchasing agency in the administration of the duties of the purchasing agency.</p>
<b>Rule</b>	<p><b>Rule</b> refers to an order, an ordinance, a resolution, or another procedure by which the governmental body is authorized by law to adopt a policy that has the force and effect of law.</p> <ul style="list-style-type: none"> <li>• For the city or town, a "rule" will generally be an ordinance.</li> <li>• For a redevelopment district, park district, or other special purpose entity, a "rule" will generally be a resolution.</li> </ul>
<b>Policy</b>	<p><b>Policy</b> means a written statement of purchasing procedures or purposes that does not have the force and effect of law, whether it is adopted by a governmental body or a purchasing agency.</p>
<b>Responsive</b>	<p><b>Responsive bidder/quoter/offeree</b> is a person who has submitted a bid, quote or offer conforming in all material respects to the specifications.</p>

<b>Responsible</b>	<b>Responsible bidder/quoter/offerer</b> is a person who is capable of performing the requirements fully and who has the integrity and reliability that will assure good faith performance of the contract.
<b>Services</b>	<b>Services</b> means the furnishing of labor, time, or effort by a person, not involving the delivery of specific supplies other than printed documents or other items that are merely incidental to the required performance.
<b>Supplies</b>	<b>Supplies</b> means any property. The term includes equipment, goods, and materials. The term does not include an interest in real property

## General Provisions Applicable to All Purchases [IC 5-22-3]

- All parties must act in good faith.
- Governmental body may comply with the terms and conditions of a gift if noncompliance with those terms and conditions would invalidate the gift.
- Governmental body may adopt rules and policies which may supplement but may not be inconsistent with IC 5-22.
- Purchasing agency of a governmental body may establish written policies and procedures which may supplement IC 5-22 or rules adopted by the governmental body but may not be inconsistent with IC 5-22 or rules adopted by a governmental body.
- Requirements that notices or other materials be sent by mail may be sent by electronic means if
  - o a rule adopted by the governmental body;
  - o a policy adopted by a purchasing agency; or
  - o a solicitation;
 contains information concerning the use of electronic means and the electronic means is at least as secure as mail and is otherwise consistent with the statute.
- A governmental body may accept offers by facsimile or means of electronic communication if the purchase solicitation includes information on electronic submission of offers and the facsimile machine, electronic mail or other electronic means has a security feature that provides the contents of the offer the same degree of protection as an offer not submitted by electronic means.
- An offeror has no property interest in a purchase contract until the contract is awarded and is completely executed.
- An offer made by a trust must list each beneficiary and each settler empowered to revoke or modify the trust.
- A governing body may not award or renew a contract for the purchase of supplies or services with a person who is on the Indiana Department of Administration's list of persons engaged in investment activities in Iran unless the mayor or town council president makes a written finding that the governmental body would be unable to obtain the supplies or services for which the solicitation is made unless a contract is awarded to the person.

## Specifications for Purchasing [IC 5-22-5]

- A governing body may adopt rules or establish policies for the preparation, maintenance, and content of specifications for purchases.
- The purchasing agent shall prepare, issue, revise, maintain, and monitor the use of specifications. An indexed file of specifications shall be maintained.
- Specifications must promote overall economy for the purposes intended and encourage competition in satisfying the governmental body's needs.
- If the development of specifications by the governmental body is not feasible, the purchasing agent may issue a public request for specifications if:
  - o the purchasing agent gives written notice that it is not feasible; and
  - o the executive of the governmental body approves the issuance of the request for specifications.
- The request for specifications must be published two times, at least one week apart, with the second publication at least seven days before the response to the request for proposal is due, in accordance with IC 5-3-1.
- The request must include:
  - o the factors or criteria that will be used to evaluate the proposed specifications;
  - o the relative importance of evaluation factors; and
  - o whether discussions may be conducted with persons proposing specifications to clarify the specification requirements.



- If provided for in the request for specifications, the purchasing agent may discuss proposed specs with those who submitted proposals. All persons submitting proposals must be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposed specifications.

### Purchasing Organizations [IC 5-22-4]

- The “purchasing agency” for a political subdivision is the governmental body, board, or department designated by law or by rule of the governmental body [IC 5-22-4-5(a)].
- The individuals designated by the purchasing agency are the “purchasing agents” for the governmental body [IC 5-22-4-5(b)].
- A purchasing agency may have more than one purchasing agent [IC 5-22-4-6].
- A governmental body may enter into an agreement with other governmental bodies under the Interlocal Cooperation Act (IC 36-1-7) to establish a cooperative purchasing organization. [IC 5-22-4-7]

### Purchase of Services [IC 5-22-6]

- The purchasing agency of a governmental body may purchase services using any procedure the governmental body or the purchasing agency of the governmental body considers appropriate.
- A governmental body may adopt rules governing the purchase of services for the governmental body.
- The purchasing agency of a governmental body may establish policies regarding the purchase of services for the governmental body.

## Methods for Purchasing Supplies [IC 5-22-7 through IC 5-22-10]

All purchases of supplies must be bid unless another method or procedure is available. Purchases may not be artificially divided so as to constitute a small purchase [IC 5-22-8-1]. The following table outlines the general process for each price category.

<b>Purchases &lt; \$50,000</b>	<b>No quote or bid process required [IC 5-22-8]</b> If the small purchase rules or policies have been adopted by the governmental body or the purchasing agency, the purchasing agent may make a purchase of less than \$50,000 without requesting bids or quotes. If the municipality has not adopted small purchase rules or policies, purchasing agent must issue invitation for bids.
<b>Purchases Between \$50,000 - \$150,000</b>	<b>Quotes process required [IC 5-22-8]</b> Purchasing agent may purchase supplies by inviting quotes from at least three persons known to deal in the lines or classes of supplies to be purchased. Invitations to quote shall be mailed at least seven days before time fixed for receiving quotes. If a satisfactory quote is received, purchasing agent shall award a contract to the lowest responsive and responsible quoter. All quotes may be rejected. If no quotes are received from a responsible and responsive quoter, the purchasing agent may purchase supplies using the methods outlined for “special purchases”.
<b>Purchases &gt; \$150,000</b>	<b>Sealed Competitive bid process [IC 5-22-7]</b> For purchases greater than \$150,000, the sealed competitive bid process includes: Invitation for bids that includes purchase description, all contractual terms and conditions, state of evaluation criteria, time and place for opening bids, financial proof requirements, and a statement on conditions under which a bid may be cancelled or rejected in whole or in part. Invitation to bid must comply with public notice requirements of IC 5-3-1. Notice must be published twice, published at least one week apart, with the second notice published at least seven days prior to deadline for receiving bids. Bids must be opened publicly, in the presence of one or more witnesses. A contract must be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder. Bids may not be changed substantively after they have been submitted (in price or other provisions). The purchasing agency must maintain the name of each bidder and the bid amount and such other information required by state law or local rules for public inspection after the award.

## Exceptions to General Requirements for Purchasing [IC 5-22-11 through IC 5-22-14]

The Indiana Code provides that purchases by a governmental body from certain entities are exempt from the general requirements of IC 5-22. These exceptions include the following entities.

### **Department of Correction [IC 5-22-11]**

A governmental body shall purchase from the department of correction supplies and services produced or manufactured by the department, as listed in the department's printed catalog unless:

- the supplies and services cannot be furnished in a timely manner;
- the supplies and services do not meet the specifications and needs of the purchasing governmental body; or
- cannot be purchased at a fair market price.

### **Purchase of Rehabilitation Center Products [IC 5-22-12]**

A governmental body shall purchase articles produced by the rehabilitation center and listed in its catalogue, unless:

- similar articles are produced by the governmental body;
- do not meet the specifications and needs of the governmental body;
- are not offered at a fair market price; or
- the governmental body receives a written statement from the bureau that it cannot furnish the article.

### **Nonprofit Agencies for Persons With Severe Disabilities [IC 5-22-13]**

A governmental body may purchase from qualified nonprofit agencies for persons with severe disabilities supplies and services produced or manufactured by the agency without advertising for bids.

### **Small Business Set Aside [IC 5-22-14]**

A governmental body may establish a small business set aside program to set aside a portion of its purchases for bidders/quoters/offers that are small businesses. A small business is independently owned and operated, not dominant in its field of operation and satisfies the criteria for a small business or a veteran owned small business concern in the rules adopted by the governmental body.

A governmental must adopt rules body to create a small business set aside program. The rules must include criteria to determine whether a bidder or an offeror is a small business. In establishing criteria, the rules may use any standards established for determination of small business status that are used by an agency of the federal government. A governmental body may also receive assistance from the Indiana economic development corporation to establish criteria or to implement the rules.

The rules adopted by a governmental body may consider the number of employees employed by an offeror and the dollar volume of the offeror's business. The rules must provide that when computing the size of an offeror, the annual sales, and receipts of the offeror and all of its affiliates must be included.

The rules must include the following basic criteria:

- A wholesaler is eligible if sales are less than \$4 million annually
- A retail business is eligible if annual sales and receipts are less than \$500,000
- A manufacturing business eligible if fewer than 100 employees

The governmental body must adopt rules to identify specific supplies to be purchased from a small business. The governmental body must have a reasonable expectation that offers will be received from at least two small businesses capable of furnishing the desired supplies at a fair and reasonable price.

A small business set-aside designation must be made before the solicitation is issued and the public notice for the purchase must indicate that the purchase is a small business set-aside. If a purchase is designated as a small purchase set-aside, the solicitation must be limited to small businesses. A contract must be awarded to the lowest responsible and responsive offerer among the small businesses.

## Purchasing Preferences [IC 5-22-15]

The Indiana Code outlines certain price preferences that shall be given to certain offerors. Offerors (persons submitting a proposal or being considered for a purchasing contract) are allowed to claim **only one** preference and must indicate in the offer what supply item in the offer is a preferred supply.

A purchasing agent shall award a contract to the offeror whose total adjusted offer is lower than the total adjusted offer of each other offeror, as long as it meets the other requirements set forth in the Indiana Code as the “best bidder” or “most responsible and responsive bid.” A governmental body may adopt rules to implement price preferences.

## Product Preferences

### Steel Manufactured in the United States [IC 5-22-15-25]

A solicitation must require that if any steel products are used in:

- the manufacture of the supplies required under the contract; or
- supplies used in the performance of the services under the contract by the contractor or a subcontractor of the contractor;

the steel products must be manufactured in the United States, unless the head of the purchasing agency makes a written determination that:

- the cost of the contract requiring the use of steel manufactured in the U.S. would be more than 115% of the cost of the contract otherwise; and
- failing to require the use of steel manufactured in the U.S. would not in any way:
  - o harm the business of a facility that manufactures steel products in Indiana; or
  - o result in the reduction of employment or wages and benefits of employees of a facility that manufactures steel products in Indiana.

If the purchase is less than \$10,000 and made under the small purchase policies established by the purchasing agency or under rules adopted by the governmental body, the purchase of supplies containing steel manufactured in the U.S.

The purchasing agency must inform offerors in the solicitation of this requirement.

### Purchases of Biobased Products [IC 5-22-5-9]

Biobased products are commercial or industrial goods (other than food or feed) determined by the U.S. Department of Agriculture (USDA) to be composed in whole or in significant part of biological products, forestry materials, or renewable domestic agricultural materials, including plant, animal, or marine materials.

A governmental body shall, whenever possible, purchase products specified as “biobased products” by the USDA if:

- bioproducts are available at the time of purchase;
- it is economically feasible; and
- the purchase is not inappropriate because of federal regulations or scientific purposes.

### Coal Mined in Indiana [IC 5-22-15-22]

Whenever a purchasing agent purchases coal for use as fuel, the purchasing agent shall give an absolute preference to coal mined in Indiana unless federal law requires the use of low sulfur coal in the circumstances for which the coal is purchased.

### Supplies Manufactured in the United States [IC 5-22-15-21]

A governmental body shall adopt rules to promote the purchase of supplies manufactured in the United States.

Rules must provide that supplies manufactured in the United States shall be specified and purchased unless the governmental body determines that any of the following apply:

- The supplies are not manufactured in the United States in reasonably available quantities;
- The price of the supplies manufactured in the United States exceeds by an unreasonable amount the price of available and comparable supplies manufactured outside the United States;
- The quality of the supplies is substantially less than the quality of comparably priced available supplies manufactured outside the United States; or
- The purchase of supplies manufactured in the United States is not in the public interest.

### High Calcium Food [IC 5-22-15-24]

High calcium foods and beverages are preferred supplies. A purchasing agent shall give a preference to foods and beverages that contain a higher level of calcium than products of the same type and quality and are equal in price to or lower in price than products of the same type and quality.

## Price Preferences

<b>Supplies that Contain Recycled or Post-consumer Materials</b> [IC 5-22-15-16]	Price preference set by either 1) governmental body rule, 2) purchasing agency policy, or 3) solicitation.	Price preference must be between 10 - 15%.
<b>Soy Diesel / Bio Diesel</b> [IC 5-22-15-19]	Applies to a purchase of fuel of which at least twenty percent (20%) by volume is soy diesel/bio diesel.	Price preference is 10%.
<b>Indiana Businesses</b> [IC 5-22-15-20]	A governmental body may adopt a rule under IC 5-22-15-20 giving preference to an Indiana business if another state gives a preference	The rule determines the method by which the preference is computed.
<b>Indiana Small Business</b> [IC 5-22-14-1]	Indiana small business, as defined in IC 5-22-14-1	Price preference is 15%.
<b>Local Businesses</b>	Local Indiana business is defined in IC 5-22-15-20.9.	5% for a purchase less than \$50,000; 3% for a purchase of at least \$50,000, but less than \$100,000; and, 1% for a purchase at least \$100,000.
<b>Indiana Agriculture</b> [IC 5-22-15-23.5]	Governmental body can adopt a rule giving preference to agricultural products that are grown, produced, or processed in Indiana.	Price preference is up to 10%.

### Prohibited Purchases [IC 5-22-15-24.2]

A governmental body may not award a contract for the purchase of supplies to if the supplies were made in a country other than the U.S. if the supplies were made using forced labor.

## Other Purchasing Procedures

In some instances, the Indiana Code allows for another method for purchasing, such as:

- **Requests for Proposals:** Applies to purchases, which the governmental body has deemed not advantageous and not practicable for competitive sealed bidding (see IC 5-22-9).
- **Special Purchasing Methods:** Allows for purchase without RFP or competitive bidding in certain circumstances usually after consultation with and perhaps an opinion from the municipal attorney (IC 5-22-10).
- **Cooperative Purchasing:** Allows more than one governmental body to purchase services / supplies jointly or on behalf of another (see IC 36-1-7-12).
- **Online Reverse Auctions:** Allows for use of Internet site for issuance of an invitation to bid and to receive bids (IC 5-22-7.5).

### Requests for Proposals [IC 5-22-9]

A purchasing agent may award a contract through a request for proposals procedure instead of competitive bidding, subject to the policies of the purchasing agency.

The process includes:

- The RFP must be published two times, one week apart with the second publication at least seven days prior to the date fixed for receiving proposals.
- The RFP must include the following: factors or criteria to be used in evaluating proposals, statement concerning the relative importance of price and the other evaluation factors, proof requirements, and a statement on whether discussions may be conducted with responsible offerors.
- Proposals must be opened to avoid disclosure of contents to competing offerors during the process of negotiation.

- The purchase contract shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the governmental body. Note: The purchase may be awarded to more than one offeror, as long as it was outlined as a possibility in the RFP.
- Offerors must be accorded fair and equal treatment with opportunities for discussions and revisions of proposals.

The purchasing agent shall prepare and maintain a register of proposals that must be open for public inspection after contract award.

The governmental body may provide by rule or policy that competitive bidding is not advantageous or practicable for specified supplies and therefore that the RFP process is the preferred method for that type of supply.

## Special Purchasing Methods [IC 5-22-10]

A purchasing agent may award a contract under Special Purchasing without soliciting bids or proposals in the following circumstances:

1. **Emergency conditions** (When there exists, under emergency conditions, a threat to public health, welfare, or safety.)
2. **Savings to governmental body** (When there exists a unique opportunity to obtain supplies or services at a substantial savings to the governmental body.)
3. **At auction**
4. **Data processing contract or license agreements** (For software programs or supplies or services, when only one source meets the using agency's reasonable requirements.)
5. **Compatibility of equipment, accessories, or replacement parts**
6. **Purchasing method impairs functioning of agency** (If another purchasing method would seriously impair the functioning of the using agency.)
7. **No offer received under other purchasing method** (When the agency has solicited for a purchase under another purchasing method described in this article and has not received a responsive offer.)
8. **Evaluation of supplies or system containing supplies** (To obtain functional information or comparative data for a purpose that in the judgment of the purchasing agent may advance the long-term competitive position of the governmental body.)
9. **Governmental discount available**
10. **Single source for supply; award of contract**
11. **General Services Administration price** (Given in writing that supplies can be purchased at prices equal to or less than the prices stipulated in current federal supply service schedules established by the federal General Services Administration, and it is advantageous to the governmental body's interest in efficiency and economy.)
12. **Purchase from person who has contract with federal agency** (If person's contract with the federal agency requires the person to make the supplies available to the state or political subdivisions, or a person who has a contract with a state agency and the person's contract with the state requires the person to make the supplies or services available to political subdivisions.)
13. **Acquisition of supplies through transfer from federal government** (If supplies can be transferred at a cost less than would be obtained otherwise.)
14. **Acquisition of supplies through acceptance of gift**
15. **Special purchase of copyrighted material**
16. **Purchase from public utility following independent appraisal**
17. **Purchase of petroleum products by aviation commissioners, airport authority, and port authority.** (Only applicable for board of aviation commissioners or an airport authority.) [IC 5-22-10-20]

All contracts for special purchases shall be maintained by the purchasing agent in a separate file that is kept for 5 years and the special purchases are subject to audit by the State Board of Accounts. The file must contain each of the contractor's name, the amount and type of each contract, the description of the supplies purchased under each contract and the written basis for both the purchase and the contractor selected. A special purchase must be made with competition as is practicable under the circumstances.

## Cooperative Purchasing [IC 36-1-7-12]

Indiana statute allows collaborative purchasing, including:

- No notice by publication or posting is required for purchasing contracts between or among Indiana governmental entities



- Whenever a contract provides for one Indiana governmental entity to make a purchase for another, compliance by the one with the applicable statutes governing public bids constitutes compliance by the other.
- A governmental entity may make a purchase from any other governmental entity or under another governmental entity's referenced written contract if there is compliance with state purchasing law by the original purchasing unit.
- Two or more governmental entities may procure together or with a nonprofit entity if the requirements of the public purchasing statutes are met.

### Reverse Online Auction [IC 5-22-7.5]

A reverse auction may be used for the purchase of supplies by using an Internet site to issue an invitation for bids and receive bids. A purchasing agency and a bidder must comply with all other requirements of the purchasing statute when participating in a reverse auction.

Before conducting a reverse auction, the purchasing agency must adopt written policies that comply with rules adopted by the Indiana Department of Administration (IDOA) under IC 4-13-17-4.

A purchasing agency must use an Internet purchasing site to issue an invitation for bids and to receive bids. An **Internet purchasing site** is an open and interactive electronic environment that is designed to facilitate the purchase of supplies by means of the Internet. Contact the Aim office for examples of written policies and further information.

### Collection and Disposal of Solid Waste [IC 36-9-30]

A municipality may contract with persons for the collection or disposal of solid waste.

A municipality may contract with any business or institution for the collection and disposal of industrial, commercial, or institutional solid waste.

All fees collected by the municipality shall be deposited for the administration, operation, and maintenance of solid waste collection and disposal.

If a contract for solid waste collection or disposal will yield a gross revenue to a contractor (other than a governmental entity) of at least \$25,000 during the time it is in effect, then the municipality must comply with IC 36-1-12-4 in awarding the contract.

The municipality shall require the bidder to submit a financial statement, a statement of experience, the bidder's proposed plan or plans for performing the contract, and the equipment that the bidder has available for the performance of the contract. The statement shall be submitted on forms prescribed by the state board of accounts.

### Miscellaneous General Requirements for Public Purchasing

Certain requirements apply to the purchases of supplies and services:

- A contract for the purchase of supplies may not be for a term of more than four years, although it may be renewed.
- Specifications are required for every purchase, regardless of cost.
- Purchases may not be "artificially" divided to avoid the applicable purchasing thresholds.
- Each purchase must be accompanied by a purchase order.
- The municipality must have a sufficient appropriation or fund balance before issuing a purchase order or executing a contract for a purchase.
- Contract generally must be awarded to the lowest "responsible" and "responsive" bidder/quoter/offeree.
- Lowest bid/quote/offer must be rejected if bidder/quoter/offeree is not responsive or responsible.
- All written public contracts for "public services" with a contractor (includes purchasing) must include a provision requiring the contractor to use E-Verify and a contain a signed affidavit by the contractor affirming that the contractor does not knowingly employ an "unauthorized alien."
- A public servant (employee or appointed official) or his/her dependent who knowingly or intentionally: (1) has a pecuniary interest in; or (2) derives a profit from; a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Level 6 felony unless all of the contracts and purchases for the 12 months before the date of the contract or purchase was \$250 or less or the public servant is eligible to file a Uniform Conflict Of Interest Disclosure Statement form and properly files it before the final action on the contract or purchase.

- A relative (spouse, parent, stepparent, child, adopted child, stepchild, brother, sister, half-brother, half-sister, stepbrother, stepsister, niece, nephew, aunt, uncle, daughter-in-law and son-in-law) of the Mayor or city or town council member or the relative's business entity [wholly or partially owned] may enter into or renew a contract with the municipality for purchasing of goods or services only after disclosure which must be in writing, describe contract and relationship, be affirmed under penalties of perjury, be submitted to and accepted by the legislative body in a public meeting before final action on the contract and be filed in 15 days with State Board of Accounts and clerk of circuit court and the agency acting on behalf of municipality must certify in a statement that the contract was the lowest or give reasons why the relative or relative's business was selected, and file a Uniform Conflict of Interest Statement if necessary.

## Cases

### Cases Interpreting Public Purchasing Statutes

*Appeal of Associated Sign & Post, Inc.*, 485 N.E.2d 917 (Ind. App. 1985)  
*Cristiani v. Clark County Solid Waste Management Dist.*, 675 N.E.2d 715 (Ind. App. 1996)  
*Dunnuck v. State*, 644 N.E.2d 1275 (Ind. App. 1994)  
*Shook Heavy and Environmental Const. Group, a Div. of Shook, Inc.*, 632 N.E.2d 355 (Ind. 1994)  
*Brownsburg Community School Corp. v. Natore Corp.*, 824 N.E.2d 336 (Ind. 2005)  
*Trans-Care, Inc. v. Board of Com'rs of County of Vermillion*, 831 N.E.2d 1255 (Ind. App. 2005)  
*City of Fort Wayne v. Pierce Mfg., Inc.*, 853 N.E.2d 508 (Ind. App. 2006)  
*Harmony Health Plan of Indiana, Inc. v. Indiana Dept. of Admin.*, 864 N.E.2d 1083 (Ind. App. 2007)  
*Hamrick's Diesel Service & Trailer Repair, LLC v. City of Evansville*, 935 N.E.2d 764 (Ind. App. 2010)  
*Midwest Psychological Center, Inc. v. Indiana Dept. of Admin.*, 959 N.E.2d 896 (Ind. App. 2011)  
*Sanitary District of City of Hammond v. Town of Griffith, et al.*, 39 N.E.3d 400 (Ind. App. 2015)

### Cases Interpreting Provisions of Public Works Statutes Similar to Provisions in Public Purchasing Statutes

*Moran v. State*, 477 N.E.2d 100 (Ind. App. 1985)  
*Bowen Engineering Corp. v. W.P.M. Inc.*, 557 N.E.2d 1358 (Ind. App. 1990)  
*White River Conservancy Dist. v. Commonwealth Engineers, Inc.*, 575 N.E.2d 1011 (Ind. App. 1991)  
*Irwin R. Evens & Son, Inc. v. Board of Indianapolis Airport Authority*, 584 N.E.2d 576 (Ind. App. 1992)  
*Brademas v. St. Joseph County Com'rs*, 621 N.E.2d 1133 (Ind. App. 1993)  
*Koester Contracting, Inc. v. Board of Com'rs of Warrick County*, 619 N.E.2d 587 (Ind. App. 1993)  
*Schindler Elevator Corp. v. Metropolitan Development Com'n*, 641 N.E.2d 653 (Ind. App. 1994)  
*Brooks v. Gariup Const. Co., Inc.*, 722 N.E.2d 834 (Ind. App. 1999)  
*Mid-States General & Mechanical Contracting Corp. v. Town of Goodland*, 811 N.E.2d 425 (Ind. App. 2004)  
*All-Star Const. and Excavating, Inc. v. Board of Public Works*, 640 N.E.2d 369 (Ind. 1994)  
*Bigley v. MSD of Wayne Township Schools*, 823 N.E.2d 278 (Ind. App. 2004)  
*Gariup Const. Co., Inc. v. Carras-Szany-Kuhn & Associates, P.C.*, 945 N.E.2d 227 (Ind. App. 2011)  
*Clark County Drainage Bd. v. Isgrigg*, 963 N.E.2d 9 (Ind. App. 2012)  
*City of Fort Wayne v. Consolidated Elec. Distributors, Inc.*, 998 N.E.2d 733 (Ind. App. 2013)  
*Alva Elec., Inc. v. Evansville-Vanderburgh School Corp.*, 7 N.E.3d 263 (Ind. 2014)

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## Appendix A: “Rule” Making Authority Under IC 5-22

When a rule is **required**:

IC 5-22-15-21 — A governmental body shall adopt rules to promote the purchase of supplies manufactured in the United States.

When a rule **may be promulgated**:

IC 5-22-3-3 — A governmental body may adopt rules to regulate purchases of the governmental body.

IC 5-22-3-4 — A governmental body may adopt rules to allow the use of electronic means in the purchasing process.

IC 5-22-5-1 — A governmental body may adopt rules for the preparation, maintenance, and content of specifications.

IC 5-22-6-2 — A governmental body may adopt rules governing the purchase of services. (This rule should be promulgated.)

IC 5-22-7-10 — A governmental body may adopt rules to allow for the (i) correction or withdrawal of inadvertently erroneous bids before or after an award; or (ii) cancellation of awards or contracts based on an inadvertent mistake.

IC 5-22-8-2 — A governmental body may adopt rules relating to purchases under \$50,000 (small purchases).

IC 5-22-9-6 — A governmental body using the request for proposal process may adopt rules regarding the opportunity for discussions with offerors.

IC 5-22-9-8 — A governmental body may adopt rules regarding a request for proposal process.

IC 5-22-14-3 — A governmental body may adopt rules governing small business set-aside purchases.

IC 5-22-15-15 — A governmental body may adopt rules governing the purchasing preferences as outlined in the statute.

IC 5-22-18-4 — A governmental body may adopt rules for the protection of documents submitted to the governmental body in response to a solicitation.

IC 5-22-20-1 — A governmental body may adopt rules permitting or requiring (i) the inclusion of clauses providing for adjustments in prices or time of performance; (ii) the inclusion of contract provisions dealing with the unilateral right of the governmental body to order changes in the work within the scope of the contract and temporary stopping of the work or delaying performance; (iii) the inclusion of contract provisions dealing with variations occurring between estimated quantities of work in a contract and actual quantities.

## Appendix B: Sample Ordinances Creating and Designating Purchasing Agency and Agents

### **Ordinance Creating Independent City Purchasing Agency**

- Section 1. The City of \_\_\_\_\_ Purchasing Agency (the “ City Agency”) is established as the purchasing agency for the City.
- Section 2. The City Purchasing Agency shall all the powers and duties authorized under IC 5-22, as may be supplemented from time to time by ordinances adopted by the Common Council and policies adopted by the Purchasing Agency.
- Section 3. The City Purchasing Agency shall act as the purchasing agency for every agency, board, office, branch, bureau, commission, council, department, or other establishment of the City.
- Section 4. The City Purchasing Agency may designate as purchasing agents:
- (a) Clerk-Treasurer; and
  - (b) the City street superintendent [engineer]; and
  - (c) any employee designated in writing.

### **Ordinance Designating Town Council as Purchasing Agency; Designating Several Purchasing Agents**

- Section 1. The Town Council hereby determines that it is the purchasing agency for the Town.
- Section 2. The Town Council hereby designates the following persons to serve as purchasing agents for the Town:
- (a) the Clerk-Treasurer;
  - (b) the Town Manager; and
  - (d) such Town employees as are designated from time to time, in writing.
- Section 3. This Ordinance is effective upon passage and signing by the presiding officer.

# Appendix C: Form of Purchasing Rules or Policies That May Only Be Adopted By the Common Council or Town Council (Or Another “Governmental Body”)

SECTION 1. The following are the purchasing rules for [City] [Town] of [County], Indiana:

## Protection of Offers; Status of Documents as Public Records

1. Protection of Offers Prior to Opening. The purchasing agent shall retain all offers received in a secure location prior to the date and time at which offers will be opened in order to prevent disclosure of the contents prior to the opening of the offers.
2. Unobstructed Evaluation of Offers. After offers have been opened, the purchasing agent shall be responsible for maintaining the offers in such a manner as to permit evaluation of the offers by the persons responsible for evaluating the offers.
3. Public Records Status of Bids. Bids submitted in response to an invitation for bids must be available for public inspection and copying after the time of the bid opening.
4. Register of Proposals. The purchasing agent shall prepare a register of proposals for each request for proposals issued which shall contain information concerning the proposals available for public inspection and copying. Proposals may not be disclosed.

## Discussions With Offerors Responding to a Request for Proposals

The purchasing agent may conduct discussions with, and best and final offers may be obtained from responsible offerors who submit proposals determined to be reasonably susceptible of being selected for a contract award.

## Delay of Opening of Offers

When the Council makes a written determination that it is in the [city] [town]’s best interests, offers may be opened after the time stated in the solicitation. The date, time and place of the rescheduled opening must be announced at the time and place of the originally scheduled opening.

## Evidence of Financial Responsibility

1. Purchases Less Than \$50,000. The purchasing agent may not require evidence of financial responsibility when the estimated cost of a purchase is less than \$50,000.
2. Purchases Between \$50,000 and \$150,000. The solicitation may include a requirement that an offeror provide evidence of financial responsibility. If evidence of financial responsibility is required, the solicitation must indicate the kind of evidence that will be acceptable. If a bond or certified check is required, it may not exceed ten percent (10%) of the estimated cost of the purchase.
3. Purchases Over \$150,000. The solicitation shall include a requirement that an offeror provide evidence of financial responsibility and must indicate the kind of evidence that will be acceptable. If a bond or certified check is required, it may not exceed ten percent (10%) of the estimated cost of the purchase.
4. Small Business Set-Asides. The purchasing agent may determine that no evidence of financial responsibility shall be required for a small business set-aside purchase.

## Use of RFP for Purchases of Designated Types of Supplies

The [City] [Town] determines that:

- A) It is either not practicable or not advantageous to purchase certain types of supplies by sealed competitive bidding; and
- B) Receiving proposals is the preferred method for purchasing the following types of supplies:

*[insert list of supplies designated for RFP purchase]*

## Modification and Termination of Contracts

1. Price Adjustments. The purchasing agent may include provisions to permit price adjustments in a purchase contract. The following provisions for price adjustments may be included:
  - A) Price adjustments must be computed by agreement on a fixed price adjustment before the beginning of the pertinent performance or as soon after the beginning of performance as possible;
  - B) Price adjustments must be computed by unit prices specified in the contract or subsequently agreed upon;
  - C) Price adjustments must be computed by costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed

upon;

- D) Price adjustments must be computed in such other manner as the contracting parties may mutually agree upon; or
  - E) In the absence of agreement by the parties, price adjustments must be computed by a unilateral determination by the governmental body of the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as computed by the governmental body in accordance with applicable rules adopted by the governmental body.
- 2. Adjustments in Time of Performance. The purchasing agent may include provisions in a purchase contract concerning adjustments for time of performance under the contract.
  - 3. Unilateral Rights of [City] [Town]. The purchasing agent may include in a purchase contract provisions dealing with the unilateral right of the [City] [Town] to order changes in the work within the scope of the contract or to order temporary work stoppage or delays in time of performance.
  - 4. Quantity Variations. The purchasing agent may include in a purchase contract provisions dealing with variations between the estimated quantities of work in a contract and the actual quantity delivered.

### **Purchase of Services**

The [City] [Town] determines that each agency, and department may purchase services in whatever manner the purchaser determines to be reasonable.

The purchasing agency may not require any agency, department or to purchase services in any particular manner.

### **Small Business Set-Aside Purchases**

The [City] [Town] hereby determines to establish criteria for determining qualifications as a small business and to identify specific supplies for small business set-aside purchases.

- 1. Qualifications. A business qualifies as a small business if it qualifies as a small business under standards established by the Indiana Department of Commerce.
- 2. Businesses that are not small businesses:
  - A) A wholesale business, if its average annual sales for its most recently completed fiscal year exceeds \$4 million;
  - B) A construction business, if its average annual receipts for the preceding three fiscal years exceeds \$4 million;
  - C) A retail business or business selling services if its annual sales and receipts exceed \$500,000; and
  - D) A manufacturing business if it employs more than 100 persons.
- 3. Specific Supplies Eligible for Small Business Set-Aside

*[insert list of specific supplies eligible for small business set-aside]*

### **Indiana Business Preference**

- 1. Qualification. An offeror is an Indiana business if it: *[insert criteria to be use, such as owned or operated, principal place of business operations, state where incorporated, etc.]*.
- 2. The following states have business preferences that are unfavorable to Indiana businesses because: *[identify states that have business preferences unfavorable and explain why]*.
- 3. The Indiana business preference shall be applied as follows: *[insert method to calculate Indiana business preference]*.

### **Purchase of Supplies Manufactured in the United States**

Supplies manufactured in the United States shall be specified for all [City] [Town] purchases and shall be purchased unless the [City] [Town] determines that:

- A) The supplies are not manufactured in the United States in reasonably available quantities;
- B) The prices of the supplies manufactured in the United States exceeds by an unreasonable amount the price of available and comparable supplies manufactured elsewhere;
- C) The quality of the supplies manufactured in the United States is substantially less than the quality of comparably priced available supplies manufactured elsewhere; or
- D) The purchase of supplies manufactured in the United States is not in the public interest.

# Appendix D: Form of Purchasing Policies That May Be Adopted By The Purchasing Agency

## PURCHASING POLICIES OF THE [CITY] [TOWN] OF, INDIANA

### Publication of Notices

1. **Invitation for Bids.** All notices of invitation for bids shall be published in accordance with IC 5-3-1 in the \_\_\_\_\_ and the \_\_\_\_\_. *(Insert name of newspaper if only one newspaper is published in the municipality; otherwise, identify two newspapers. If no newspaper is published in the municipality, publish in one newspaper published in the county and post the notice at the municipal building.)*

The purchasing agent shall schedule the publication of notice to provide a reasonable amount of time for preparation and submission of bids. The notice will be published two times, at least one week apart. The second publication must occur at least seven (7) days prior to the date the bids will be opened.

2. **Request for Proposals.** All notices of request for proposals shall be published in accordance with IC 5-3-1 in the \_\_\_\_\_ and the \_\_\_\_\_. *(Insert name of newspaper if only one newspaper is published in the municipality; otherwise, identify two newspapers. If no newspaper is published in the municipality, publish in one newspaper published in the county and post the notice at the municipal building.)*

The purchasing agent shall schedule the publication of notice to provide a reasonable amount of time for preparation and submission of proposals. The notice will be published two times, at least one week apart. The second publication must occur at least seven (7) days prior to the date the proposals will be opened.

3. **Request for Specifications.** All notices of request for specifications shall be published in accordance with IC 5-3-1 in the \_\_\_\_\_ and the \_\_\_\_\_. *(Insert name of newspaper if only one newspaper is published in the municipality; otherwise, identify two newspapers. If no newspaper is published in the municipality, publish in one newspaper published in the county and post the notice at the municipal building.)*

The purchasing agent shall schedule the publication of notice to provide a reasonable amount of time for preparation and submission of proposals. The notice will be published two times, at least one week apart. The second publication must occur at least seven (7) days prior to the date the proposals will be opened.

4. **Electronic Notices.** Whenever a notice or other material, including specifications, an invitation for bids, request for proposals or request for specifications, is sent by mail, the purchasing agent may also send the notice or other material by electronic means, provided that the transmission of the information is at least as efficient as mailing the information.

### Receiving Offers

1. **Opening of Offers.** Bids received in response to an invitation for bids must be opened publicly in the presence of at least one or more witnesses at the time and place designated in the invitation for bids.

Proposals received in response to a request for proposals must be opened so as to avoid disclosure of the contents to competing offerors during the process of negotiation.

Proposals received in response to a request for specifications may be opened as specified in the request for specifications.

2. **Electronic Receipt of Offers.** The purchasing agency may receive electronic offers in response to an invitation to bid, request for proposals or request for specifications.

An electronic offer may only receive an electronic offer if:

- A) The solicitation includes the procedure for the electronic transmission of the offer; and
- B) The purchasing agency receives the offer on a fax machine or other system with a security feature that protects the contents of an electronic offer with the same degree of protection as provided to an offer not transmitted electronically.

3. **Correction and Withdrawal of Bids.** An offeror may correct inadvertent errors in a bid up to the time at which bids will be opened by supplementing the erroneous bid and submitting a revised bid. A bidder may not supplement an inadvertently erroneous bid after the time at which the bids were opened.

v

A bidder may withdraw a bid containing inadvertent errors up to the time at which bids will be opened and for a period of not more than 24 hours after the time at which the bids were opened.

4. **Cancellation of Solicitation.** When the purchasing agent makes a written determination that it is in the county's best interests, the purchasing agent may cancel a solicitation or reject all offers, provided that the solicitation included information concerning the procedure for cancellation.

### **Small Purchases**

The purchasing agent may purchase supplies with an estimated cost of less than \$50,000 on the open market without inviting or receiving quotes.

## Index of Specifications

121

## Register of Proposals

Date: \_\_\_\_\_

Supplies: \_\_\_\_\_

Attach a copy of the request for proposals and a list of all persons to whom copies of the request for proposals were given.

*Please Type or Print Legibly*

Name of Offeror	Address	Amount of Offer

### Successful Proposal:

Name of Offeror: \_\_\_\_\_

Amount of Offeror: \_\_\_\_\_



Special Purchase Contract File

Contract Number	Contractor Name	Contract Amount	Type of Contract	Description of Supplies	Basis for Special Purchase?	Basis of Selection of Contractor?
					Y _ N _	Y _ N _
					Y _ N _	Y _ N _
					Y _ N _	Y _ N _
					Y _ N _	Y _ N _
					Y _ N _	Y _ N _
					Y _ N _	Y _ N _
					Y _ N _	Y _ N _
					Y _ N _	Y _ N _
					Y _ N _	Y _ N _
					Y _ N _	Y _ N _
					Y _ N _	Y _ N _
					Y _ N _	Y _ N _
					Y _ N _	Y _ N _

## Checklist for Invitation for Bids

Type of Supply: \_\_\_\_\_

Requesting Agency: \_\_\_\_\_

\_\_\_\_\_ Purchase Description

\_\_\_\_\_ Evaluation Criteria to Be Used (Circle Selections)

Inspection

Testing Quality

Workmanship

Delivery

\_\_\_\_\_ Requirements imposed on Trusts

\_\_\_\_\_ Applicable Contract Terms and Conditions

\_\_\_\_\_ Time and Place for Opening Bid

\_\_\_\_\_ Evidence of Financial Responsibility Required? (Circle Selection)

Certified Check

Bid Bond

Other \_\_\_\_\_ (specify)

\_\_\_\_\_ Performance Bond Required?

\_\_\_\_\_ Statement of Conditions under Which Invitation May Be Canceled

\_\_\_\_\_ Statement of Conditions under Which Bid May Be Rejected in Whole or in Part

\_\_\_\_\_ Notice of Invitation for Bids Published

First Date of Publication \_\_\_\_\_

Second Date of Publication \_\_\_\_\_

\_\_\_\_\_ Form of Non-Collusion Affidavit

Non-Collusion Affirmation

STATE OF INDIANA )  
 ) SS:  
\_\_\_\_\_ COUNTY )

The undersigned offeror or agent, duly swears, under penalties for perjury, 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.

\_\_\_\_\_  
Offeror (Firm)

\_\_\_\_\_  
Signature of Offeror or Agent

## Form for Offer or Proposal

*Please print or type.*

Date: \_\_\_\_\_

1. Governmental Unit: \_\_\_\_\_
2. County: \_\_\_\_\_
3. Offeror (Firm): \_\_\_\_\_
4. Address: \_\_\_\_\_
5. City/State: \_\_\_\_\_
6. Telephone Number: \_\_\_\_\_
7. Agent of Offeror (*if applicable*): \_\_\_\_\_

Pursuant to notices given, the undersigned offers to \_\_\_\_\_ (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit price and total amount.

The contract will be awarded by in accordance with specifications. Offeror promises that it has not offered nor received a less price than the price stated in its offer/proposal for the supplies included in its offer/proposal. Offeror further agrees that it will not withdraw its offer/proposal from the office in which it is filed. A certified check or bond shall be filed with each offer/proposal if required, and liability for breach shall be enforceable upon evidence of financial responsibility.

\_\_\_\_\_  
Signature of Offeror or Agent

Bid Record for Invitation for Bids

Date of Bid Opening: \_\_\_\_\_

Supplies Requested: \_\_\_\_\_

Requesting Agency: \_\_\_\_\_

*Please Type or Print Legibly*

Name	Address	Bid Amount	Other Information



July 19, 2022

Town of Cedar Lake  
7408 Constitution Avenue  
P. O. Box 707  
Cedar Lake, Indiana 46303

Attention: Town Council

Subject: W. 133<sup>rd</sup> Avenue – Resurfacing & Striping Project  
CCMG 2022-1  
(CBBEL Project No. 06-0015)

Dear Council Members:

Below you will find the bid tabulation summary for the W. 133<sup>rd</sup> Avenue – Resurfacing & Striping project. The final Engineer's Estimate for the project was \$305,919.60. The total bid for each potential Contractor is shown below:

**Unit Cost Bids for Project**

<b>Contractor</b>	<b>Bid</b>
Milestone Contractors North, Inc.	\$ 332,488.00
Rieth-Riley Construction Comp.	\$ 303,619.00

As can be seen from the table above, the apparent low bidder for the project at a total unit cost bid price of \$303,619.00 is Rieth-Riley Construction Company, Inc. The bid tabulation sheets is attached to this letter. As this appears to be the lowest, responsive, and responsible bid for the project, we recommend that the subject contract be awarded to Rieth-Riley Construction Company, Inc.

If you have any questions or concerns, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. C. Oliphant', with a stylized flourish at the end.

Donald C. Oliphant, PE, CFM, CPESC  
Town Engineer

Encl: Bid Tabulation

cc: Town Manager  
Director of Operations  
Town Attorney  
Rieth-Riley  
Milestone

DCO\  
P:\Cedar Lake\060015 Town Engineer\00005 Town-General\2022 133rd Ave Stripe-Mill CCMG\Bidding\L060015 - 133rd Award  
071922.docx

BID TABULATION  
TOWN OF CEDAR LAKE  
W. 133RD AVENUE - RESURFACING & STRIPING PROJECT  
CCMG 2022-1

7/19/2022

ITEM #	ITEMS	UNIT	QUANTITY	ENGINEER'S ESTIMATE		MILESTONE		RIETH-RILEY	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 13,120.00	\$ 13,120.00	\$ 16,500.00	\$ 16,500.00	\$ 6,400.00	\$ 6,400.00
2	MAINTENANCE OF TRAFFIC	LS	1	\$ 2,630.00	\$ 2,630.00	\$ 10,000.00	\$ 10,000.00	\$ 1,800.00	\$ 1,800.00
3	ASPHALT MILLING, 1.5-IN	SYS	18,570	\$ 2.50	\$ 46,425.00	\$ 2.50	\$ 46,425.00	\$ 2.30	\$ 42,711.00
4	CASTING, ADJUST TO GRADE (UNDISTRIBUTED)	EA	15	\$ 750.00	\$ 11,250.00	\$ 700.00	\$ 10,500.00	\$ 440.00	\$ 6,600.00
5	ASPHALT FOR TACK COAT	SYS	18,750	\$ 0.50	\$ 9,375.00	\$ 0.50	\$ 9,375.00	\$ 0.40	\$ 7,500.00
6	HMA, SURFACE, TYPE B, 1.5-IN	TON	1,540	\$ 90.00	\$ 138,600.00	\$ 116.00	\$ 178,640.00	\$ 114.00	\$ 175,560.00
7	HMA, WEDGE AND LEVEL (UNDISTRIBUTED)	TON	100	\$ 102.00	\$ 10,200.00	\$ 125.00	\$ 12,500.00	\$ 145.00	\$ 14,500.00
8	LINE, SOLID, WHITE, THERMOPLASTIC, RECESSED, 4-IN	LFT	2,030	\$ 1.35	\$ 2,740.50	\$ 1.40	\$ 2,842.00	\$ 1.40	\$ 2,842.00
9	LINE SOLID, YELLOW, THERMOPLASTIC RECESSED, 4-IN	LFT	7,120	\$ 1.35	\$ 9,612.00	\$ 1.40	\$ 9,968.00	\$ 1.40	\$ 9,968.00
10	LINE, BROKEN, YELLOW, THERMOPLASTIC, RECESSED, 4-IN	LFT	1,150	\$ 1.35	\$ 1,552.50	\$ 1.40	\$ 1,610.00	\$ 1.40	\$ 1,610.00
11	LINE, SOLID, WHITE, THERMOPLASTIC, 24-IN	LFT	714	\$ 7.50	\$ 5,355.00	\$ 7.00	\$ 4,998.00	\$ 7.00	\$ 4,998.00
12	TRANSVERSE LINE, SOLID, WHITE, THERMOPLASTIC, 6-IN	LFT	995	\$ 0.70	\$ 696.50	\$ 1.10	\$ 1,094.50	\$ 1.10	\$ 1,094.50
13	TRANSVERSE LINE, WHITE, THERMOPLASTIC, 24-IN, STOP BAR	LFT	211	\$ 7.50	\$ 1,582.50	\$ 5.50	\$ 1,160.50	\$ 5.50	\$ 1,160.50
14	PAVEMENT MESSAGE MARKING, WHITE, THERMOPLASTIC, LANE INDICATION ARROWS	EA	31	\$ 100.00	\$ 3,100.00	\$ 125.00	\$ 3,875.00	\$ 125.00	\$ 3,875.00
15	PAVEMENT MESSAGE MARKING, WHITE, THERMOPLASTIC, "ONLY"	EA	23	\$ 150.00	\$ 3,450.00	\$ 130.00	\$ 2,990.00	\$ 130.00	\$ 2,990.00
16	PAVEMENT MESSAGE MARKING, WHITE, THERMOPLASTIC, "SCHOOL"	EA	2	\$ 300.00	\$ 600.00	\$ 195.00	\$ 390.00	\$ 195.00	\$ 390.00
17	PAVEMENT MESSAGE MARKING, WHITE, THERMOPLASTIC, RAILROAD CROSSING	EA	1	\$ 750.00	\$ 750.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
18	SAW CUT FOR ROADWAY LOOP DETECTOR AND SEALANT	LFT	1,500	\$ 9.50	\$ 14,250.00	\$ 11.00	\$ 16,500.00	\$ 11.00	\$ 16,500.00
19	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14 GA	LFT	4,700	\$ 0.60	\$ 2,820.00	\$ 0.60	\$ 2,820.00	\$ 0.60	\$ 2,820.00
CONTINGENCY (10%)					\$ 27,810.90				
	<b>TOTAL</b>				<b>\$ 305,919.90</b>		<b>\$ 332,488.00</b>		<b>\$ 303,619.00</b>



## NOTICE OF AWARD

---

Date of Issuance: 07/19/2022

Owner: **Town of Cedar Lake** Owner's Contract No.: **N/A**  
Engineer: **Christopher B. Burke Engineering, LLC** Engineer's Project No.: **06-0015**  
Project: **W. 133<sup>rd</sup> Avenue – Resurfacing & Striping Project** Contract Name: **N/A**  
Bidder: **Rieth-Riley Construction Company, Inc.**  
Bidder's Address: 301 N. Cline Avenue  
Gary, Indiana 46406

### TO BIDDER:

You are notified that Owner has accepted your Bid dated July 19, 2022 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

#### **W. 133<sup>rd</sup> Avenue – Resurfacing & Striping Project**

The Contract Price of the awarded Contract is: \$303,619.00 Dollars (Three-Hundred Three-Thousand, Six-Hundred Nineteen Dollars and no Cents). The Contract Price will be paid in accordance with the Contract Documents and the Contractor's Bid Form shown in Article 5 of the Agreement.

[ 3 ] unexecuted counterparts of the Agreement and Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within [ 15 ] days of the date of this Notice of Award:

1. Deliver to Owner [ 3 ] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders (Article 20), General Conditions (Article 6), and Supplementary Conditions (SC-6.03.K.).
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

---

Owner: **Town of Cedar Lake**

By: **Randell Niemeyer**  
Title: **Town Council President**

Copy: Engineer

## LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

**Contract #000000000000000000063645**

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Transportation (the "State") and **TOWN OF CEDAR LAKE**, a Local Unit, (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Purpose of this Grant Agreement; Funding Source.** The purpose of this Grant Agreement is to enable the State to award a Grant of **\$123,300.00** (the "Grant"), representing **50%** of the eligible costs of the project (the "Project") described in **Attachment A** of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 8-23-30 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

### FUNDING SOURCE:

State Funds: Program Title: Local Road and Bridge Matching Grant Fund (I.C. § 8-23-30).

### **2. Representations and Warranties of the Grantee.**

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as 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 Grantee.

C. The Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) any money the local unit is authorized to use for a local road or bridge project; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy day fund under Ind. Code § 36-1-8-5.1.

D. The Grantee uses an approved transportation asset management plan on file with the State.

### **3. Implementation of and Reporting on the Project.**

The Grantee shall implement and complete the Project in accordance with **Attachment A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

**4. Term.** This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code § 8-23-30.

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than four (4) months from the date of the award letter, attached hereto as **Attachment B** and incorporated fully herein. If the Grantee fails to procure a contractor by four (4) months from the date of the award letter, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee, but shall be redistributed as all other funds under Indiana Code § 8-23-30.

**5. Grant Funding.** Pursuant to Ind. Code § 8-23-30, the Grantee agrees to the following:

- A. It may use the State funds only for the Project described in **Attachment A**;
- B. If it uses the grant funds for any purpose other than construction of the Project as described in **Attachment A**, the Grantee:
  - i. must immediately repay all grant funds provided to the State; and
  - ii. may not participate in the grant program during the succeeding calendar year.
- C. It shall provide local matching funds equal to not less than **50%** of the estimated project cost;
- D. Disbursement of grant funds will not be made until the Grantee's submission of an accepted/awarded Project Material Bid and/or an executed contract with the contractor;
- E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

**6. Payment of Claims.**

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of local funds.

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Pursuant to Ind. Code § 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to **50% of the eligible Project costs and not more than \$1 million**. The maximum amount of state funds allocated to the Project is **\$123,300.00**. The Grantee understands that maximum amount of Local Road and Bridge Grant funds may not exceed more than \$1 million for all qualifying projects the Grantee may have in a calendar year.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

F. Pursuant to Ind. Code § 8-23-30-3, the Grantee's **50%** match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State's grant and the Grantee's **50%** match shall be borne by the Grantee and may be paid how the Grantee chooses. In the interest of clarity and to avoid misunderstanding, the State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Grant Agreement.

**7. Project Monitoring by the State.** The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

A. whether Project activities are consistent with those set forth in **Attachment A**, the Grant Application, and the terms and conditions of the Grant Agreement;

B. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

**8. Compliance with Audit and Reporting Requirements; Maintenance of Records.**

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. The Grantee shall file the annual financial report required by Ind. Code § 5-11-1-4 in accordance with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources. All grant documentation shall be retained and made available to the State Board of Accounts if and when requested.

D. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State. Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

E. If for any reason the State finds noncompliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such sum or sums within thirty (30) days after receipt of a billing from the State. If the Grantee has not paid the full amount due within sixty (60) calendar days past the due date, the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

**9. Compliance with Laws.**

A. The Grantee 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.

The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, 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 Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDO). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC § 24-4.7 is preempted by federal law.

(2)The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

#### **10. Debarment and Suspension.**

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement 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 Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

**11. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee'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; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(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

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**12. Employment Eligibility Verification.** As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

A. The Grantee has enrolled and is participating in the E-Verify program;

B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;

C. The Grantee does not knowingly employ an unauthorized alien.

D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

**13. Funding Cancellation.** As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**14. Governing Law.** This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**15. Information Technology Accessibility Standards.** Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

**16. Insurance.** The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

**17. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a

veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

**18. Notice to Parties.** Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration  
Attention: Director of LPA/MPO and Grant Administration  
100 North Senate Avenue, Room N758  
Indianapolis, IN 46204  
 E-mail: [indotlpampo@indot.in.gov](mailto:indotlpampo@indot.in.gov)

With a copy to:

Chief Legal Counsel/Deputy Commissioner  
Indiana Department of Transportation  
100 N Senate Avenue, Room N758  
Indianapolis, IN 46204-2216

B. Notices to the State regarding project management shall be sent to respective District Office:

Marcia Blansett  
LaPorte District  
315 East Boyd Blvd.  
LaPorte, IN 46350  
 Email: [mblansett@indot.in.gov](mailto:mblansett@indot.in.gov)

C. Notices to the Grantee shall be sent to:

Town of Cedar Lake  
ATTN: Randell Niemeyer  
7408 Constitution Avenue, PO Box 707  
CEDAR LAKE, IN 46303  
 Email: [randy.niemeyer@cedarlakein.org](mailto:randy.niemeyer@cedarlakein.org)

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

**19. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) this Grant Agreement, (2) Exhibits prepared by the State, (3) Invitation to Apply for Grant; (4) the Grant Application; and (5) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

**20. Public Record.** The Contractor acknowledges that the State will not treat this Grant as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.



**21. Termination for Breach.**

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

**22. Termination for Convenience.** Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

**23. Travel.** No expenses for travel will be reimbursed unless specifically authorized by this Grant.

**24. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties.** The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

**25. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting Requirements; Maintenance of Records were modified to include statutory and program requirements.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

### Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **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 Grant, the Grantee attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

### Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Grant Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Grant Agreement to the State of Indiana. I understand that my signing and submitting this Grant Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Grant Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Grant Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Grant Agreement will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

**In Witness Whereof**, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The PARTIES, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

**TOWN OF CEDAR LAKE**

By: Chris Salatas  
13A35703F6B04AC...

Title: Town Manager

Date: 5/24/2022 | 12:49 EDT

**Indiana Department of Transportation**

By: Eaton-Mckalip, Kathy - 00800  
BC7308F386E24E1...

(for) Michael Smith, Commissioner

Date: 5/24/2022 | 10:02 PDT

Electronically Approved by:  
Department of Administration

By: (for) Rebecca Holwerda, Commissioner

***Form approval has been granted by the  
Office of the Attorney General pursuant to  
IC 4-13-2-14.3(e) on October 26, 2021.  
FA 21-56***

Electronically Approved by:  
State Budget Agency

By: (for) Zachary Q. Jackson, Director

## ATTACHMENT A

### PROJECT DESCRIPTION

Des. No.: **2200240**

Program: **Local Roads and Bridges Matching Grants**

Type of Project: **HMA Overlay Minor Structural**

Location:

Route Name	From	To
W 133RD AV	Norfolk Southern Railroad (Approx. 575 ft. east of Lindberg Street)	+/- 280 ft. east of Parrish Avenue
PARRISH ST	+/- 250 ft. north of W. 133rd Avenue	+/- 120 ft. south of W. 133rd Avenue

Application ID: **11559**

A general scope/description of the Project is as follows:

The project will consist of a 1.5-inch mill and HMA overlay of W, 133rd Avenue from the Norfolk Southern Railroad tracks (+/- 575 ft. east of Lindberg Street) to +/- 280 ft. east of Parrish Avenue. The mill and overlay will also extend 250 ft. north and 120 ft. south on Parrish Avenue to complete the intersection. New recessed thermoplastic striping will be provided throughout the corridor to restore a shared center lane, exterior turn lanes, crosswalks, hatching, centerlines, arrows, edge striping, stop bars, notations, etc. All castings will be adjusted (with associated concrete removal for failed collars incidental to milling) and all signal loops will be restored at the W. 133 rd Avenue & Parrish Avenue intersection.

The maximum amount of state funds allocated to the Project is **\$123,300.00.**

## ATTACHMENT B

### AWARD LETTER



April 19, 2022

Town of Cedar Lake  
Randell Niemeyer  
7408 Constitution Avenue, PO Box 707  
Cedar Lake, IN 46303

RE: Community Crossing Matching Grant Fund 2022-1 Award Letter

Dear Randell Niemeyer:

The Indiana Department of Transportation (INDOT) has completed the review and selection of projects for funding in the 2022-1 Community Crossings Matching Grant Fund Program. Your community has preliminarily been awarded Community Crossings Matching Grant Funds based upon your estimates the following:

Application ID	Preliminary Awarded Amount	Location Priority
11559	\$123,300.00	All
<b>TOTAL</b>	<b>\$123,300.00</b>	

Preliminary award amounts are contingent upon the following:

- INDOT must receive a copy of the fully-executed contract with a contractor or material supplier.
- Contractor/material supply contracts must be submitted no later than four (4) months from the date of this award letter. Failure to meet this date will result in the forfeiture of your funds.
- Local Public Agency (LPA) must sign and return the LPA-INDOT Grant Agreement no later than two (2) months from the date of this award letter. Signatures cannot be over 30 days old once it reaches the INDOT LPA/MPO Division Office located in Indianapolis. Failure to meet this will result in forfeiture of your funds.
- Once all documentation listed above is received, reviewed, and contracts fully executed INDOT will transfer the agreed upon contract amount into your account.

The Community Crossings Matching Grant Funds, which are administered by INDOT, will be used for funding up to 50 percent of the construction of your project or the purchase of materials. These grant dollars will enable you to help build and improve Indiana's infrastructure.

If you have any questions, please contact Marcia Blansett, (219) 325-7564 or [mblansett@indot.in.gov](mailto:mblansett@indot.in.gov).

The state of Indiana looks forward to partnering with all Hoosier communities, both urban and rural, to invest in road and bridge infrastructure projects. Improvement to local roads and bridges will bring about economic development, create jobs, and strengthen local transportation networks for all of Indiana.

Sincerely,

Director of Local Programs  
Indiana Department of Transportation

[www.in.gov/dot/](http://www.in.gov/dot/)  
An Equal Opportunity Employer



## Agency Fiscal Approval

▼ STIND/0000000000000000000000000063645:Approved

### Agency Fiscal Approval

Approved

Autumn Castro-00800



Agency Fiscal Approval for SCM  
06/02/22 - 12:31 PM

## IDOA Approval

▼ STIND/0000000000000000000000000063645:Approved

### IDOA Legal Approval

Approved

Redding, Sandra-061-Procq



IDOA Legal Approval for SCM  
06/06/22 - 12:45 PM

## SBA Approval

▼ STIND/0000000000000000000000000063645:Approved

### SBA Approval

Approved

Sharp, Cara-00057



SBA Analyst Approval for SCM  
06/13/22 - 9:00 AM





## Town of Cedar Lake Public Safety Center

### Schematic Design Documents Project #22010 Date: 07-11-2022



#### PROJECT TEAM

Chris Salatas  
Todd Wilkening  
Bill Fisher  
Nick Mager  
Carl Brittingham  
Cliff Wroe  
David Rainey  
Scott Maloney  
Scott Moore  
Eric Pros

Town Manager  
Chief of Fire  
Chief of Police  
Assistant Cheif of Fire  
Deputy Chief of Police  
Technology Director  
Owner's Representative  
Principle in Charge  
Architect of Record  
Design Lead

Town of Cedar Lake  
Cedar Lake Fire Department  
Cedar Lake Police Department  
Cedar Lake Fire Department  
Cedar Lake Police Department  
Cedar Lake  
Veridus Group  
K2M Design  
K2M Design  
DS Architecture



## Cedar Lake Public Safety Center

Town of Cedar Lake Fire and Police Departments

Title Sheet

07/11/2022



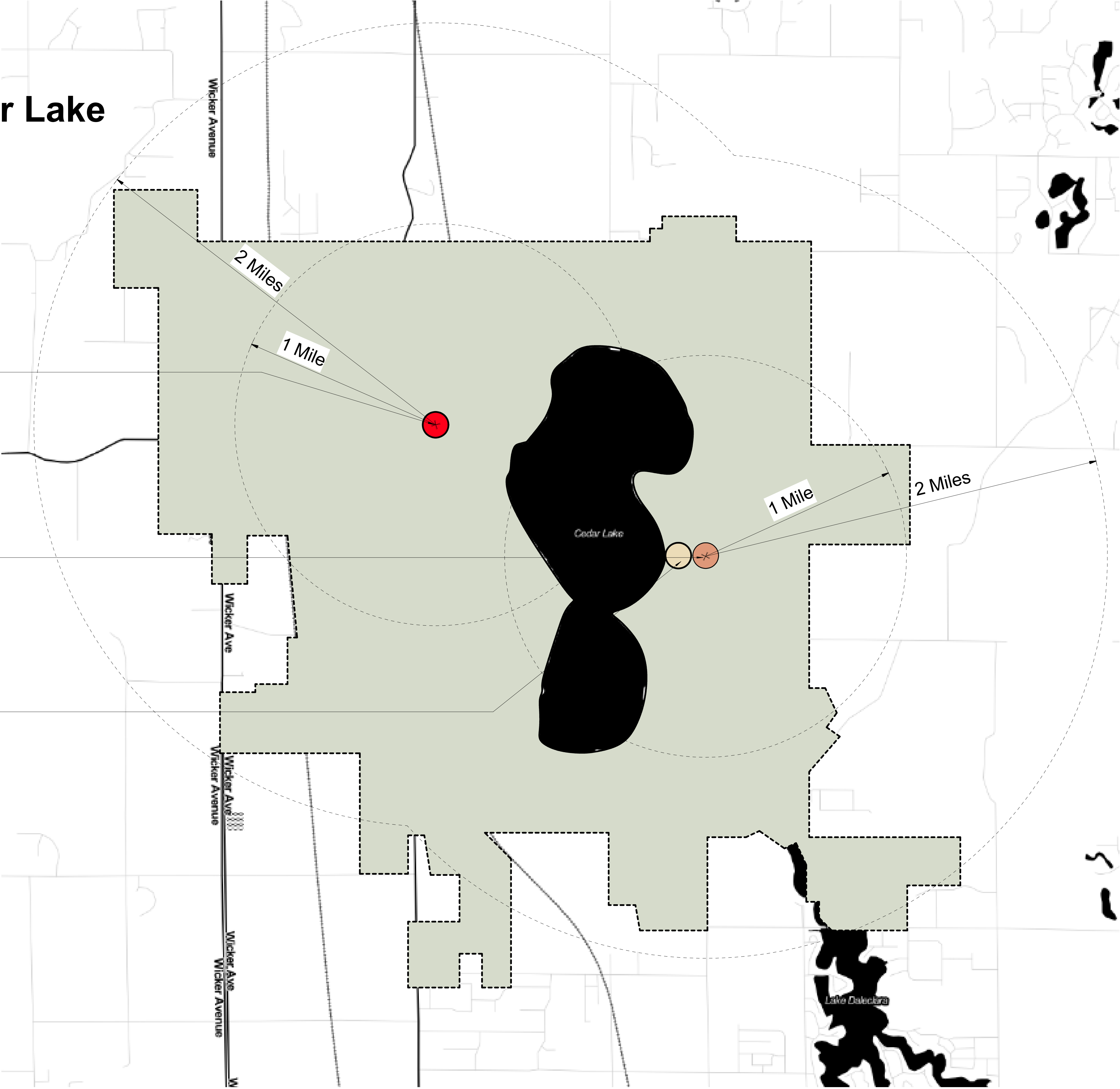


Town of Cedar Lake

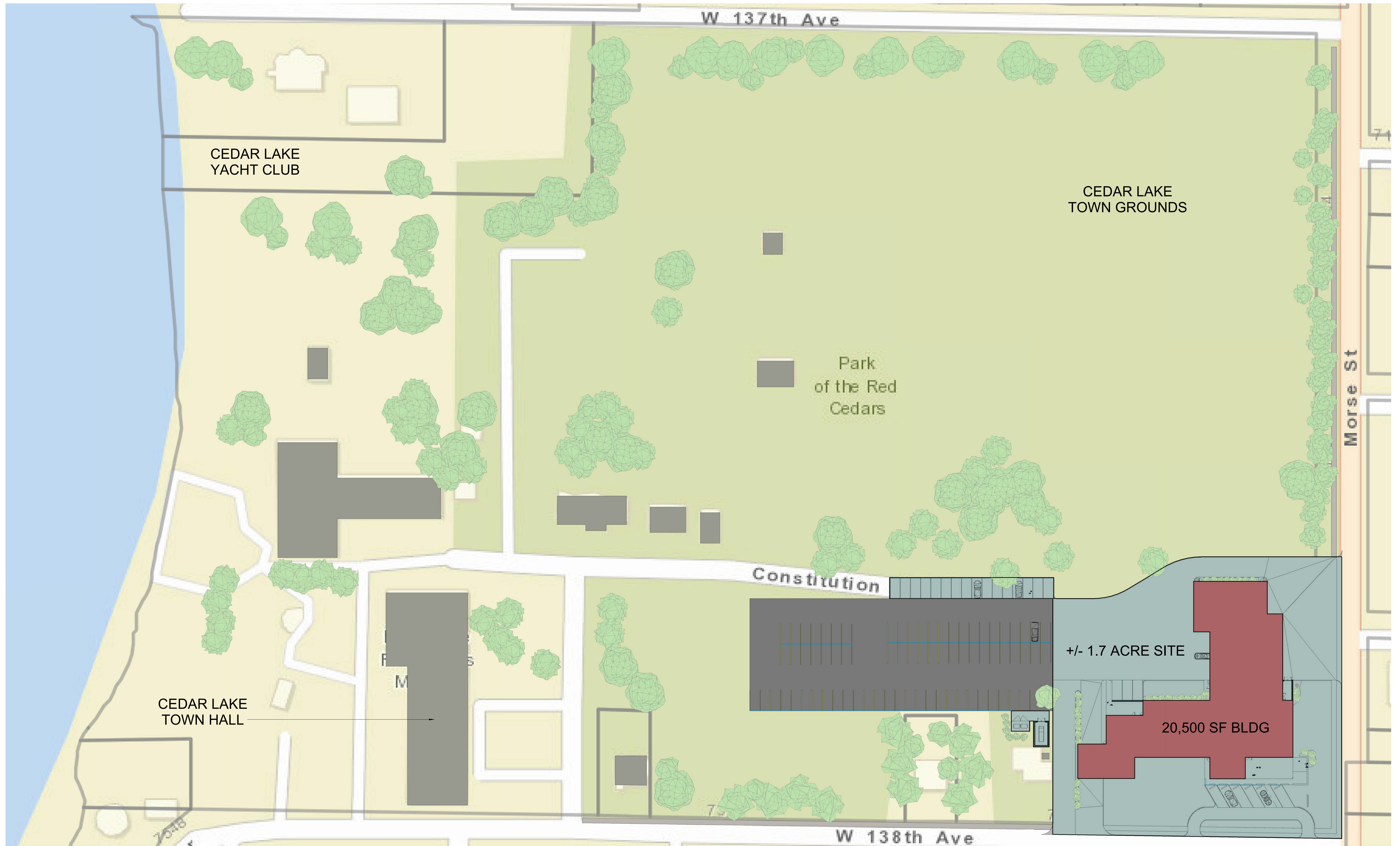
Existing Fire Station

Project Site

Town Hall







# **Cedar Lake Public Safety Center**

Town of Cedar Lake Fire and Police Departments

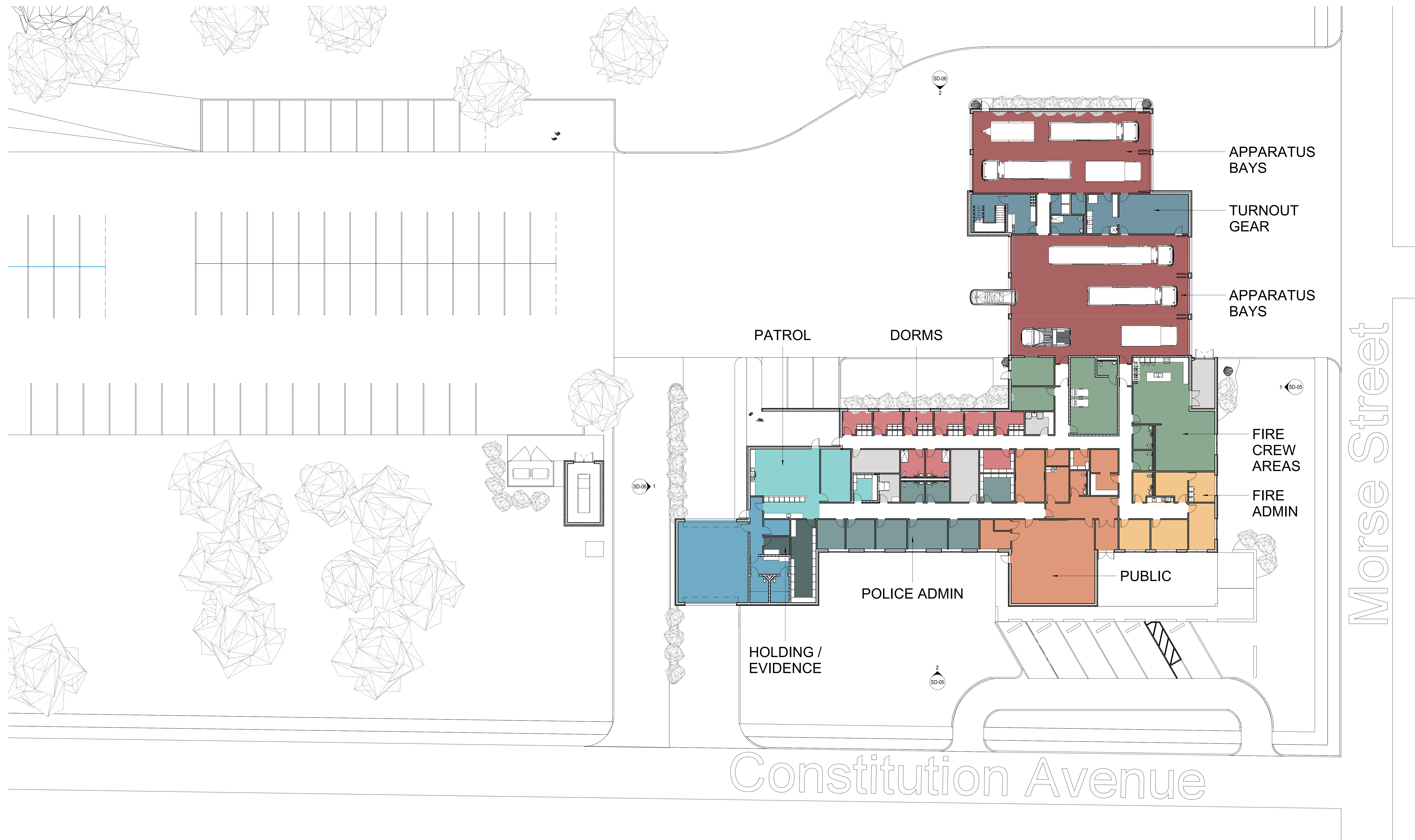
Site Plan

07/11/2022



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## Cedar Lake Public Safety Center

Town of Cedar Lake Fire and Police Departments  
Architectural Site Plan

07/11/2022

K2M DESIGN



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## Cedar Lake Public Safety Center

Town of Cedar Lake Fire and Police Departments

## Floor Plan

07/11/2022



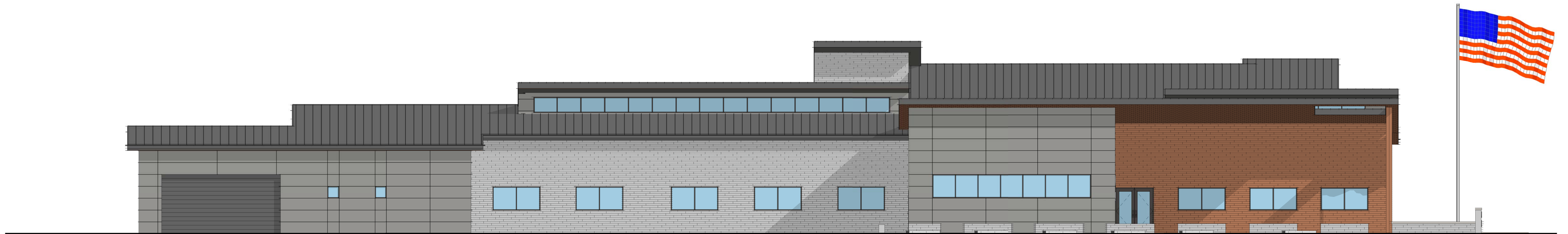
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**K2M DESIGN**

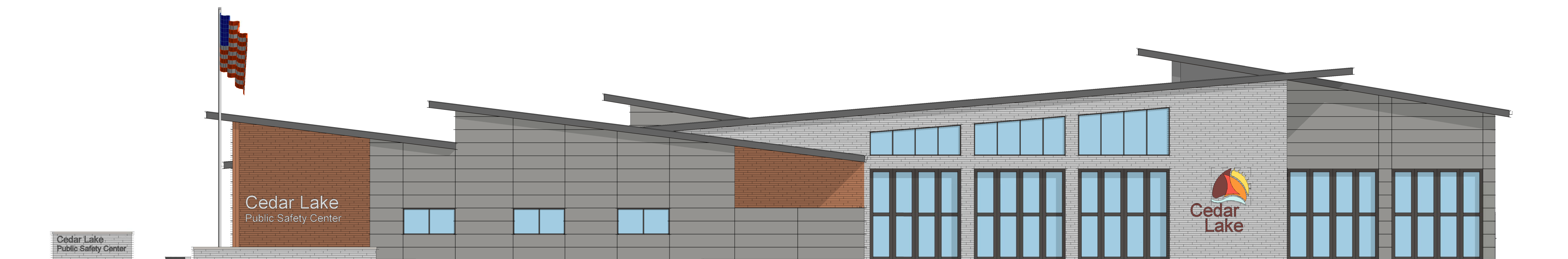
**DS**

**SD-04**

DS ARCHITECTURE



2 South Elevation  
1/8" = 1'-0"



1 East Elevation  
1/8" = 1'-0"



# **Cedar Lake Public Safety Center** Town of Cedar Lake Fire and Police Departments Exterior Elevations

07/11/2022







2 North Elevation  
1/8" = 1'-0"



1 West Elevation  
1/8" = 1'-0"



# **Cedar Lake Public Safety Center** Town of Cedar Lake Fire and Police Departments Exterior Elevations

07/11/2022





## Cedar Lake Public Safety Center

Town of Cedar Lake Fire and Police Departments  
Site Isometric

07/11/2022







2 Perspective at Apparatus Bays



1 Perspective at Front Entry



## Cedar Lake Public Safety Center

Town of Cedar Lake Fire and Police Departments  
Exterior Perspectives

07/11/2022

K2M DESIGN

DS ARCHITECTURE SD-08

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2 VIEW FROM PARK



1 VIEW FROM TOWN HALL



# **Cedar Lake Public Safety Center** Town of Cedar Lake Fire and Police Departments Exterior Perspectives

07/11/2022



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## Cedar Lake Public Safety Center

Town of Cedar Lake Fire and Police Departments  
Exterior Rendering at Front Entry

07/11/2022







## Cedar Lake Public Safety Center

Town of Cedar Lake Fire and Police Departments  
Exterior Rendering at Apparatus Bays

07/11/2022







## Cedar Lake Public Safety Center

Town of Cedar Lake Fire and Police Departments  
Exterior Rendering at Apparatus Bays

07/11/2022







## Cedar Lake Public Safety Center

Town of Cedar Lake Fire and Police Departments  
Exterior Rendering at View from Park

07/11/2022







# Cedar Lake Public Safety Center

Town of Cedar Lake Fire and Police Departments  
Exterior Inspiration

07/11/2022







## Cedar Lake Public Safety Center

Town of Cedar Lake Fire and Police Departments  
Interior Inspiration - Common Spaces

07/11/2022



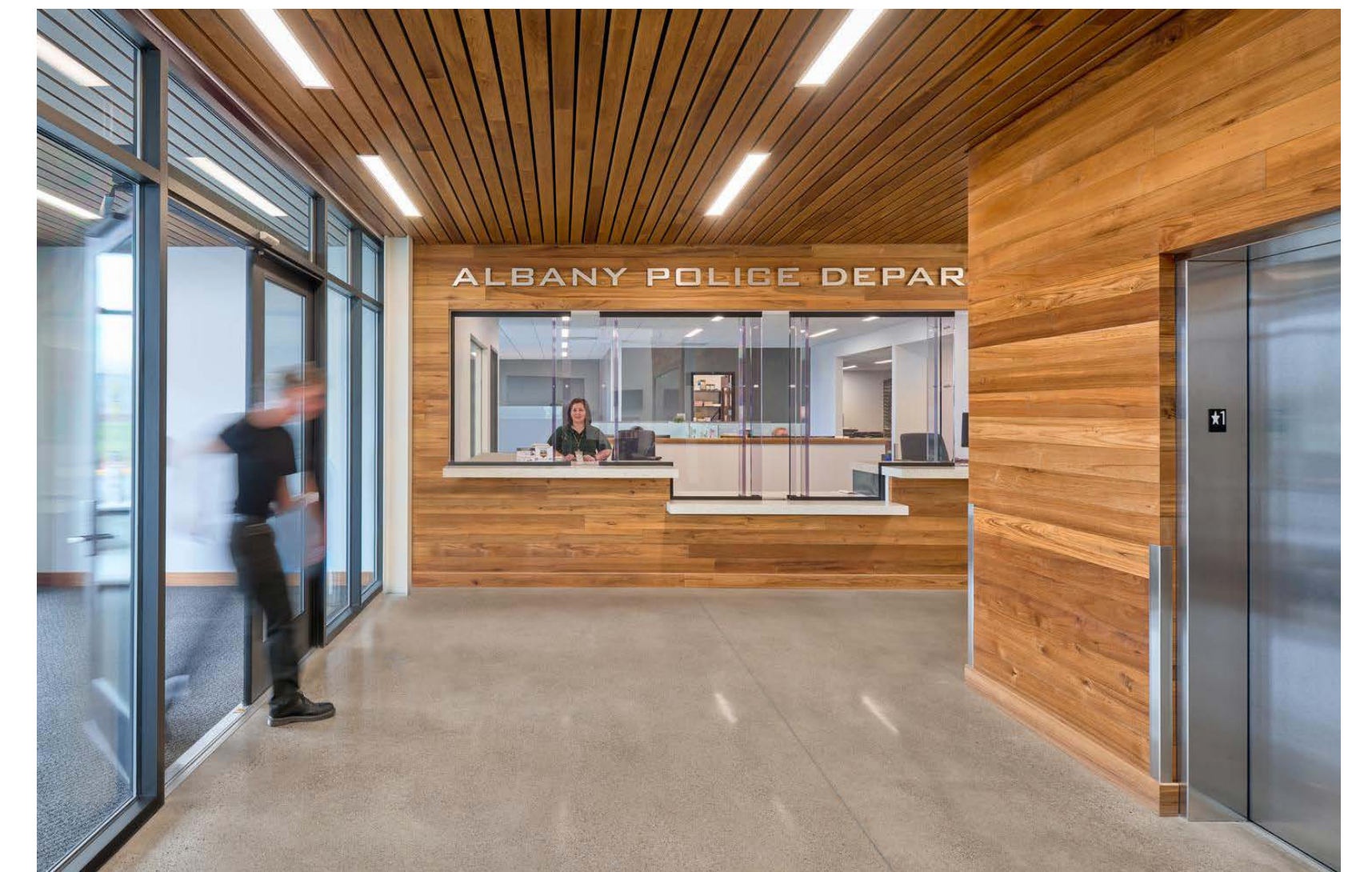
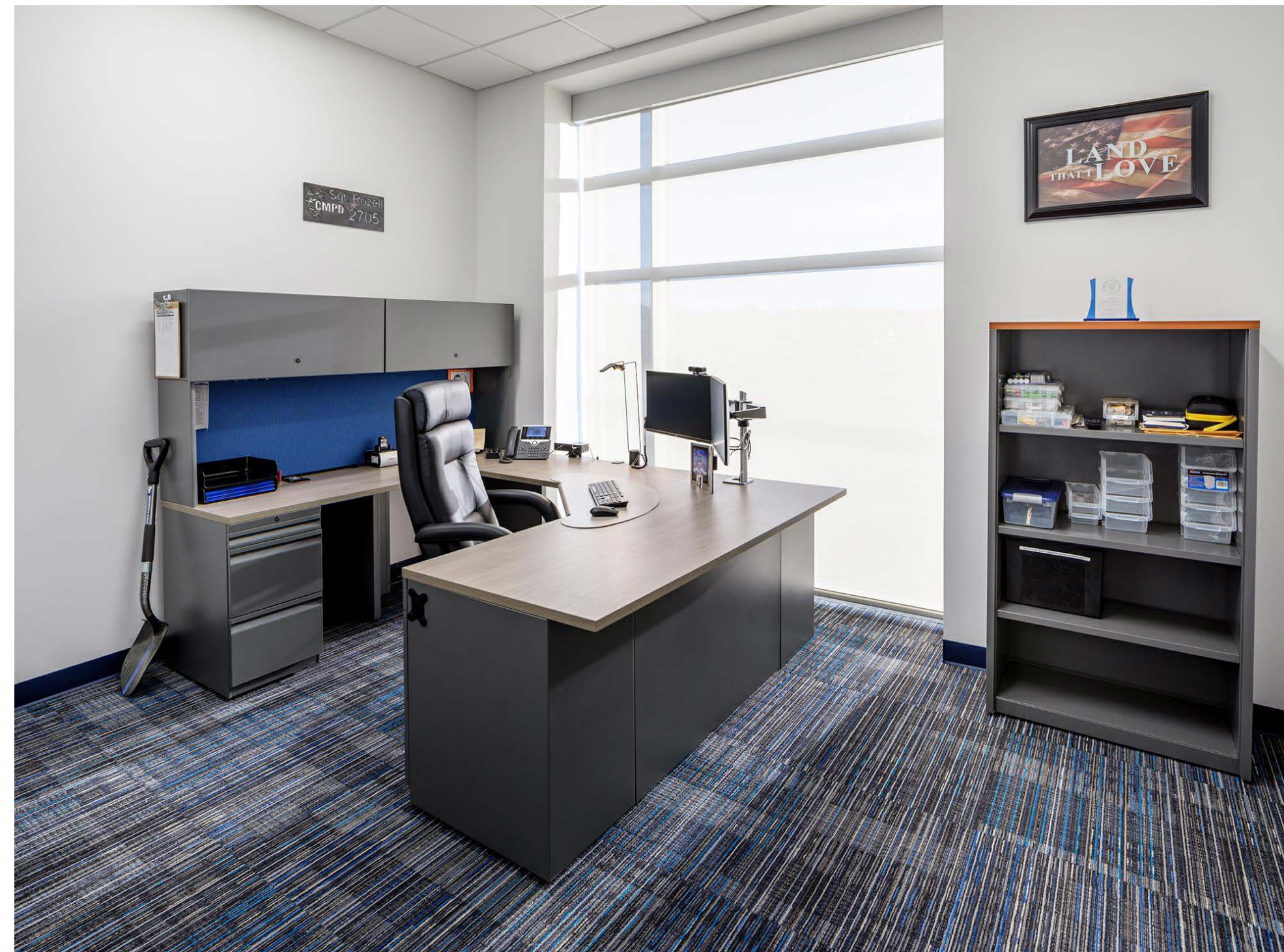
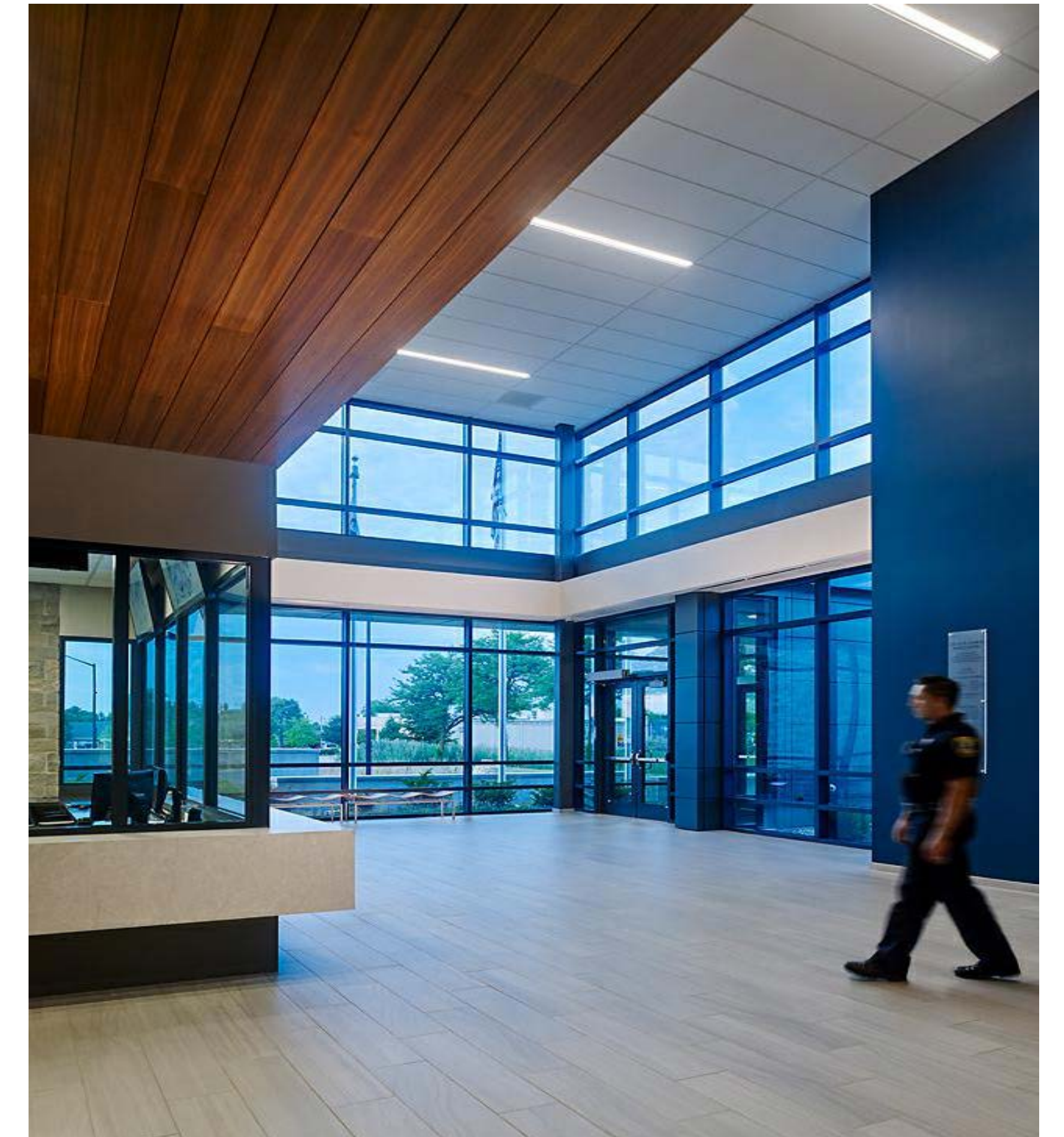
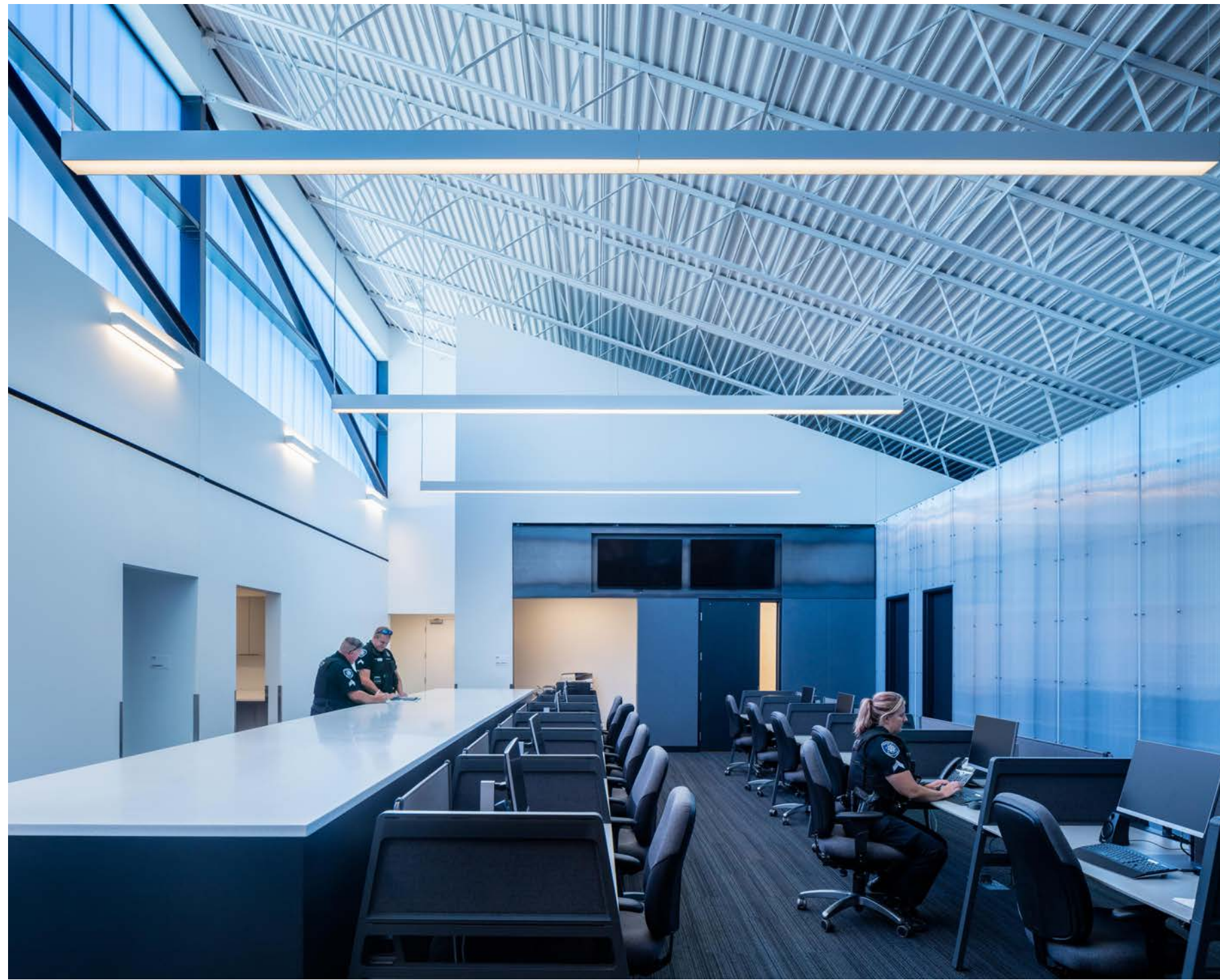
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**Cedar Lake Public Safety Center**  
 Town of Cedar Lake Fire and Police Departments  
 Interior Inspiration - Fire Crew  
 07/07/2022





# **Cedar Lake Public Safety Center** Town of Cedar Lake Fire and Police Departments Interior Inspiration - Police Crew 07/11/2022





CEDAR LAKE PUBLIC SAFETY CENTER  
Updated: 07/11/2022

DEPARTMENT	SPACE TYPE / FUNCTION	QUANTITY	NEW FACILITY (Actual)	DESCRIPTION OF SPACE	ADJACENCIES	ACCESS CONTROL	PRIVACY	EQUIPMENT, FURNITURE	MISC. SPECIAL REQUIREMENTS
General, Shared	Vestibule	1	106	Phone w/ connection to 911 / dispatch.	Lobby, Public Parking	Electronic	N/A	security camera	N/A
General, Shared	Soft Interview Room / Triage Room	1	124	with a hand sink					N/A
General, Shared	Public Restroom (Unisex Single User)	1	63	Accessible from public areas	Lobby	Single users	Lock Set		N/A
General, Shared	Public Lobby	1	218	Doors need to have one way glass	Entry vestibule to have camer, phone to 911, and a baby box	public	controlled access to private portions of building	Soft seating,	N/A
General, Shared	Training / EOC	1	982	have a bank of cabinets and hand sink/coffee station. North wall to be technology wall. Floor power.Ceiling mounted speakers/mic. Rolling shades. Solid doors.	Sound rated walls	N/A	Solid doors for visual privacy	Projector, Smart Boards, Motorized Blinds	N/A
General, Shared	Training Storage/AV Room	1	131		Training / EOC	N/A		N/A	N/A
General, Shared	Fitness Room / Storm Shelter	1	548	Fully grouted CMU w/ concrete lid	Crew areas	N/A	No windows / minimal openings	Fitness equipment	Specialized door and door hardware
General, Shared	Wellness Room	1	153	refrigerator, comfortable chair / desk for Chaplain	crew areas	N/A	acoustical insulation	N/A	N/A
General, Shared	Secure Server Room	1	87	Dedicated HVAC system	Police Admin	N/A	N/A	Server Rack, work area	N/A
General, Shared	Mechanical Room	1	222	Mechanical equipment	Centralized	N/A	N/A	N/A	N/A
General, Shared	Electrical Room	1	171	Electrical equipment	Near generator transformer	N/A	N/A	N/A	N/A
General, Shared	Maintenance Room / JC	1	57	washable walls	Centralized	N/A	N/A	N/A	N/A
General, Shared	Conference Room	1	234	6-8 chairs	Police and Fire Admin areas	N/A	Acoustical insulation	TV monitors on both sides, connectivity to table	N/A
General, Shared	Receptionist	1	90	also serves as security control center / limit public access / private info	Lobby, Records	Restricted	Controlled visual privacy	Computers w/ monitors that face away from public access	N/A
Police	File Storage/Records Room	1	96	in the reception area, paper storage, file cabinets	Reception / Lobby	Restricted		Shelves and cabinets	N/A
Police	Unisex Restrooms	2	148	shower and changing space	Police Admin	N/A	Single user	LAV, Toilet, Urinal	N/A
Police	Evidence Intake	1	71		Secure Entry / Sally Port	Restricted	Camera surveillance	Stainless steel tables, double sided lockers	Upper cabinets with packaging materials
Police	Evidence Storage and Processing	1	316	Include separate "closet" or "processing box" exhausted to exterior.	Evidence Intake	Restricted	Secure	Storage shelves, processing table,	Narcotics processing area, drying area
Police	Property Storage	1	59	bin storage in records area	Reception / Lobby	Limited	N/A	N/A	N/A
Police	Equipment Storage	1	148			N/A	N/A	N/A	N/A
Police	Armory	1	95	Maintain fire arms, ammunition, etc. hand sink, small compressor (put in sallyport and pipe it over). Block walls.	Police Admin	N/A	N/A	N/A	N/A
Police	Patrol / Squad Room	1	671	seating for 8 stations (including future Detectives) long bank of computers and table in the middle.	Cruiser parking, Sally Port, Interview, Segeant, Patrol Command	Limited	Open office	24-feet of cabinets above the computers. 12-inch wide. Lockable. Mailbox in the space. Peronal Lockers and Kitchenette. Direct access to outside.	Operable window
Police	Sargeant Office	1	237	Private office spaces	Squad Room	Limited	Private office	Four workstations with storage and small meeting space	Operable window
Police	Administrative Assistant	1	136	Private office	Chief, Deputy Chief, Lobby, Police Admin	Private	Private office	Office furniture	Operable window
Police	Deputy Chief	1	137	Private office	Chief, Admin Assistant	Private	Private office	Office furniture, small meeting space	Operable window
Police	Chief	1	176	Private office	Deputy Chief, Admin Assistant	Private	Private office	Office furniture, small meeting space	Operable window
Police	Patrol Command	1	128	Private office	Squad room	Private	Private office	Office furniture	N/A
Police	IT Office	1	128	Private office / work space	Server room	Private	Private office	Office furniture	N/A
Police	Sally Port	1	852	2 cars. Can have a storage cabinet in here.	Exterior drive, secure entry	Restricted	Controlled access	Overhead doors, ADA accessible ramp	N/A
Police	Secure Entrance	1	111	Controlled access for patrol officers only	Interview, Booking, Evidence Intake	Restricted	Controlled access	N/A	N/A
Police	Hard Interview Room	1	63	Small meeting space for 3 people	Booking, Holding cells, Sally port	Restricted	Controlled access	Audio and visual recording equipment, audio visual	As close to booking, and sally port as possible without interrupting circuation of patrol officers
Police	Booking Area / BAC	1	107	Space for BAC test, processing etc.	Secure entry, Sally Port, Hard Interview	Restricted	Controlled access	BAC machine, secured storage, processing	Within secure perimeter
Police	Secure Holding Room	2	148	Single occupant holding cell	Booking, Interview, exterior wall	Restricted	Controlled access	Combination Toilet Lavatory	Access to natural light, Elevated concrete bench
Fire	Chief	1	177	Private office	Assistant Chief, Admin assistant, restroom, kitchenette,	Private	Limited access	Office furniture, small meeting space	Operable window, rolling window shades
Fire	Assistant Chief	1	163	Private office	Chief, Admin assistant, restroom, kitchenette,	Private	Limited access	Office furniture, small meeting space	Operable window, rolling window shades
Fire	Kitchenette/Copy	1	24	In common area	Admin Assistant, Chief, Assistant Chief, OIC office	Open	N/A	Printer/copier/scanner, sink, mini fridge, countertop, base cabinets, upper cabinets	
Fire	Restroom (Unisex)	1	83	Fire administration restroom	Admin Assistant, Chief, Assistant Chief, OIC office	Private	Single user	LAV, Toilet, Urinal	Acoustical Insulation
Fire	Crew Restroom (Women)	1	61	Fire crew restroom	Day Room, Kitchen, Dining, Fitness, Reports	Private	Single user	LAV, Toilet	N/A
Fire	Crew Restroom (Unisex)	1	72	Fire Crew restroom	Day Room, Kitchen, Dining, Fitness, Reports	Private	Single user	LAV, Toilet, Urinal	N/A
Fire	Administrative Assistant	1	137	Private office	Chief, Assistant Chief restroom, kitchenette,	Semi-Private	Limited access	Office furniture	Operable window, rolling window shades
Fire	OIC (Private Office) with Sleeping Quarters	1	245	Office and sleeping quarters for (3) shifts	Sound rated walls	Private	Limited access	Office furniture, dorm furniture, lockers,	Operable window, rolling window shades
Fire	Storage (General)	1	121	Building maintenance, misc storage	Fire crew areas	N/A	N/A	Shelves, storage	N/A
Fire	Laundry / Linen Storage Room	1	99	Domestic laundry and linen functions	Dorms, Fire Crew Areas	Private	N/A	Domestic Washer, Dryer, utility sink, countertop, cabinets,	N/A
Fire	Dorm Room (Single User)	6	528	Sleeping quarters for fire crew	Fire crew areas, apparatus bay	Private	Single user	Bunk, desk, (3) personal lockers	Operable window, rolling window shades, TV, acoustic control
Fire	Shower Room	2	200	Private changing room for fire crew	Dorms, Fire Crew Areas	Private	Single user	Shower, toilet, urinal, sink	
Fire	Locker Corridor	6	72		Storage for duty gear	Private	Single user	(3) individual lockers in common corridor for fire crew equipment	
Fire	Day Room	1	413	Common area for fire crew	Kitchen, dining	Private	Open to fire crew areas	8 chairs, 2 tvs (Spillman and regular)	Lighting control
Fire	Kitchen / Dining Room	1	608	Space for preparing and eating food for fire crew	Day room, fire crew areas	Private	Open to fire crew areas	3 refrigerators, 4 pantries, island for food and bar stools, commerical kitchen / dishwasher, hood, 8-burner range, double oven, 2 sinks, (prep and dishwashing), storage, seating for 10 (have table already)	Access to exterior patio space
Fire	Report Writing Room and EMS Storage	1	181	Room for 3 people to prepare reports	Apparatus bay	Private	Open to fire crew areas	40" monitor printer	Window into apparatus bay
Fire	Covered Patio	1	166	Exterior seating area	Kitchen, Dining, Dayroom	Private	Controlled public visibility	Exterior patio seating	Gate / gas for grille / hose bibs
Fire	Apparatus Bay	5	5,407	Two ambulances / Chief and Engine / Tender / Tower / Antique Truck and a wash bay	Include airlock/vestibules into main building. Walk off mats.	Private	N/A	Two ambulances / Chief and Engine / Tender / Tower / Antique Truck and a wash bay	Hose bibs, vehicle exhaust extractors, Radiant heaters, Trench Drains, LED lighting, Overhead doors
Fire	Mezzanine	1	1,134	Central air compression. Provide firefighter's pole.	Apparatus bay	Private	N/A	Training attachments, storage, removable railing stantions	
Fire	Turn-out Gear Locker Room	1	426	Space for storing turnout gear in conditioned space	Apparatus bay, Decon, Detox	Private	N/A	45 turn out gear lockers	Positive pressure
Fire	Decon Room/Gear Drying Room	1	196	Space for cleaning, drying, and maintaining turn out gear	Turn out gear room, apparatus bay	Private	N/A	extractor, gear drying, 3 compt sink, mop sink, SS shelf, gear dryer.	Negative pressure
Fire	Shower / Restroom	1	92	Restroom / shower for use in apparatus bay area	Apparatus bay	Private	Single user	Shower, toilet, sink	N/A
Fire	Detox/Rehab	1	64	Space for detoxification process	Decon, Apparatus bay	Private	N/A	Saunas	Moisture and heat control
Fire	Haz Mat Room	1	47	Space for storing hazardous materials in controlled environment	Apparatus bay	Controlled Access	N/A	Shelves, and cabinet for flammable or hazardous materials	N/A
Fire	SCBA / Tool Room	1	176	Room for filling SCBA tanks and maintaining SCBA equipment	Apparatus bay	Private	N/A	cascade system (5'x8'), bottle storage, work bench	Near exterior wall with fresh air intake
Fire	Hose Drying Tower / Training Stair	1	202	Tower for drying hoses, and trainin scenarios	Apparatus bay	Private	N/A	Hose tower dryer. Include removable high window for training purposes.	Electric winch system at top
	Net Multiplier	1.25	18,107						
	Circulation	0.15	1,707						
	Building Multiplier	0.05	580						
	Total		20,400						
Site	Parking			10 daily parking spots for PD / 7-8 visitor parking / 4 FD Admin / Fire can use existing lot					
Site	Accessory			Dumpsters and Generator	Existing town hall dumpster to remain at west end of parking				
Site	Landscaping			Landscaped area with flag pole at entry					
Site	Traffic Control			Traffic control on Morse Street at Constitution and North side of Station on Morse					Pave entire pull out area in front of apparatus bays



Cedar Lake Public Safety Center  
Town of Cedar Lake Fire and Police Departments  
Program Spreadsheet

07/11/2022



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**Building Code Summary**

Project: **Cedar Lake Municipal Center** Date: **31-May-22**

K2M Project Number: **22044**

Owner Agency: **Town of Cedar Lake**

Local Code Authority: **Cedar Lake Planning, Building, & Zoning Department**  
7408 Constitution Ave  
Cedar Lake, IN 46303  
Phone: (219) 374-7400

Prepared by: **Scott A. Moore, AIA, LEED BD+C**

Project Description: The Cedar Lake Municipal Center project is a single-story building that will house the Cedar Lake Police Department and the Cedar Lake Fire Department. The project includes 5 Apparatus Bays for the Fire Department along with administration offices, educational facilities, and sleeping facilities, The project also includes bays for two cars for the Police Department along with administration offices and building support facilities.

Applicable Codes: 2012 Indiana Building Code (IBC) – (2012 IBC with Amendments)  
2012 Indiana Plumbing Code (IPC) - (2006 IPC with Amendments)  
2009 Indiana Electrical Code (IEC) – (NFPA 70-2008 with Amendments)  
2014 Indiana Mechanical Code (IMC) – (2012 IMC with Amendments)  
2014 Indiana Fuel Gas Code (2012 IFGU with Amendments)  
2010 Indiana Energy Conservation Code (ASHRAE 90.1-2007 with Amendments)  
ICC A117.1-2009 Accessible and Usable Buildings and Facilities  
Americans with Disabilities Act Accessibility Guidelines (ADAAG)

Use & Occupancy: Non-Separated Uses:

Building is considered non-separated mixed use:  
**B Business**  
**S-2 Storage, Low Hazard (Parking Garage)** (IBC Section 308.4)

Height & Area Limitations: (IBC Table 503)  
507.4 The area of a Group B, F, M or S building no more than one story above grade plane of any construction type, shall not be limited where the building is provided with an automatic sprinkler system throughout in accordance with Section 903.3.1.1 and is surrounded and adjoined by public ways or yards not less than 60 feet in width.

Per Table 508.4 a separation between a B and S-2 use is not required.  
Uses A-3 (Training/Meeting Rooms) and R-2 (Dorm Rooms) are accessory uses to B/S-2.  
Sleeping units shall be separated from other sleeping units & other occupancies.  
Fire partitions shall have a fire resistance rating of 1/2 hour

Construction Type: II-B (IBC Section 602)

Fire-resistance rating requirements for Building Elements: (IBC Table 601)

Interior Wall and Ceiling Finish Requirements: (IBC Table 803.9)  
Notes:  
(j) Class B materials are permitted as a wainscoting extending not more than 48” a.f.f.

Portable Fire Extinguishers: (IBC Table 906.3(1))  
Portable fire extinguishers shall be provided with a minimum rating of 2-A and in quantities of 1 / 1,500 sf of floor area and located a maximum of 75’-0” travel distance. (Ordinary/Moderate Hazard)

Design Occupant Load: (IBC Table 1004.1.1)

Other Egress Components Width per Occupant: (IBC Section 10051.2)

Exit Access Travel Distance: (IBC Table 1016.1)  
B / S-2 Occupancy  
Required: 300’-0” maximum with sprinklers  
Provided: Unknown

Corridor Fire Resistance Rating: (IBC Table 1018.1)  
B / S-2 Occupancy  
Required: 0 hour  
Provided: 0 hour

Minimum Number of Exits for Occupant Load: (IBC Table 1021.1)  
Required: 1 – 500 occupants = 2 exits  
Provided: 2 exits

Structural Design Loads: (IBC Section 1603)  
Floor Live Load 100 psf  
Mechanical/Storage Live Load 150 psf  
Balanced Snow Load 18 psf  
Drifting Snow Load 50 psf  
Dead Load As applicable  
Wind Load 120 mph - exposure C  
Wind Uplift 30 psf max  
Seismic SDC A, Cs = 0.01  
Foundation As per soil engineering report

Occupancy Category of Buildings (IBC Table 1604.5)  
Occupancy Category IV – Group B / S-2 Occupancies

Buildings and other structures designated as essential facilities, including but not limited to:  
• Fire, rescue, ambulance and police stations and emergency vehicle garages.

Plumbing Fixtures Required: (IBC Table 2902.1)





Cedar Lake Public Safety Center				
		Project Cost		
	Size SF / %	Low (\$375/sf)	Mid (\$400/sf)	High (\$425/sf)
Building Cost	20400	\$ 7,650,000.00	\$ 8,160,000.00	\$ 8,670,000.00
Technology / Security	3.0%	\$ 229,500.00	\$ 244,800.00	\$ 260,100.00
Site Work	Allowance	\$ 350,000.00	\$ 400,000.00	\$ 450,000.00
<b>Construction Cost</b>		<b>\$ 8,229,500.00</b>	<b>\$ 8,804,800.00</b>	<b>\$ 9,380,100.00</b>
<b>Soft Costs</b>				
Design Contingency	2.5%	\$ 205,737.50	\$ 220,120.00	\$ 234,502.50
Estimating Contingency	2.5%	\$ 205,737.50	\$ 220,120.00	\$ 234,502.50
Construction Contingency	3.0%	\$ 246,885.00	\$ 264,144.00	\$ 281,403.00
Escalation	5.0%	\$ 444,393.00	\$ 475,459.20	\$ 506,525.40
Insurance	1.0%	\$ 88,878.60	\$ 95,091.84	\$ 101,305.08
Builders Risk	0.2%	\$ 17,775.72	\$ 19,018.37	\$ 20,261.02
Financing Fee	0.0%	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
Developers Fee	1.0%	\$ 94,389.07	\$ 100,987.53	\$ 107,585.99
Construction Fee	2.0%	\$ 188,778.15	\$ 201,975.07	\$ 215,171.99
AE Fee	8.0%	\$ 746,580.24	\$ 798,771.46	\$ 850,962.67
Owner Representation	2.0%	\$ 186,645.06	\$ 199,692.86	\$ 212,740.67
Survey	Allowance	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Geotechnical	Allowance	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00
Furniture, Fixtures, and Equipment	7.5%	\$ 666,589.50	\$ 713,188.80	\$ 759,788.10
<b>Grand Total</b>		<b>\$ 11,427,889.34</b>	<b>\$ 12,219,369.13</b>	<b>\$ 13,010,848.92</b>



### Cedar Lake Public Safety Center

Town of Cedar Lake Fire and Police Departments  
Estimate of Probable Costs

07/11/2022





Philip J. Faccenda, Jr.  
(574) 237-1148  
philip.faccenda@btlaw.com

July 14, 2022

**VIA EMAIL**

Chris Salatas, Town Manager  
TOWN OF CEDAR LAKE, INDIANA  
7408 Constitution Avenue  
Cedar Lake, IN 46303

**Re: Town of Cedar Lake/Municipal Complex Improvement Bond Financing**

Dear Chris:

The purpose of this letter is to set the terms and conditions under which our Firm will serve as bond counsel to the Town of Cedar Lake, Lake County, Indiana or a related entity (collectively, the “Town”) in connection with the proposed issuance of the above-referenced bonds (the “Bonds”) and entering into a BOT Development Agreement (the “BOT Agreement”) by the Town for the purpose of financing and constructing the Municipal Complex Improvement Project (the issuance of the Bonds, hereinafter, the “Transaction”). It is our understanding that O. W. Krohn & Associates, LLP (the “Municipal Advisor”), will be serving as the Municipal Advisor for the Town in the Transaction.

I am enclosing our Standard Terms of Engagement for Legal Services dated October 2021, setting forth the standard terms upon which our Firm accepts client engagements. Our engagement by you in this matter will be governed by these standard terms to the extent not expressly modified by this letter.

**Identity of Client**

It is important from the outset of our relationship that we have a clear understanding as to the identity of our client. Our only client in this matter is the Town, and not any of its officials, officers, employees or other affiliates. You have agreed that our representation of the Town in this matter will not give rise to any attorney-client relationship between our Firm and any official, officer, employee or other affiliate of the Town. You have also agreed that, during the course of our representation of the Town in this matter, our Firm will not be given any confidential information regarding any official, officer, employee or other affiliate of the Town. Accordingly, our Firm's representation of the Town in this matter will not give rise to any conflict of interest in

the event other clients of our Firm are adverse to any official, officer, employee or other affiliate of the Town.

## Services

Bond counsel is engaged to render an objective legal opinion with respect to the authorization and issuance of bonds. As bond counsel in the Transaction, we advocate the interests of the Town and not any other party to the Transaction. It is our understanding that the Town will also be represented by Austgen Kuiper Jasaitis, P.C., as Town Attorney. We also assume that the other parties to the Transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this Transaction.

As bond counsel, we will provide the following services as and when requested by the Town:

1. Meet with and assist the Town, the Municipal Advisor and the Town Attorney in structuring the Transaction, and provide the Town with details of using certain structures and the legal requirements associated therewith.
2. Prepare the basic documentation for the Transaction, including bond resolutions, ordinances, lease agreements, trust indentures, mortgages, escrow agreements and bond certificates, together with petitions, affidavits, notices, resolutions and certifications related thereto.
3. Assist the Town Attorney as needed in connection with the negotiation of the BOT Agreement.
4. Assist the Town in preparing for and attending required hearings at the local level.
5. Prepare or assist in preparing for and participate in any meetings with any rating agency, municipal bond insurer or other credit provider concerning the Transaction.
6. Attend any meetings as requested by the Town.
7. Coordinate the scheduling and supervise the closing of the Bonds, including preparation of required closing documents.
8. If a disclosure document will be used in connection with the sale of the Bonds, our responsibility will include the preparation or review of any description therein of: (i) the terms of the Bonds and the legal documents pursuant to which the Bonds are issued, (ii) the excludability of interest on the Bonds from gross income for federal income tax purposes, and the exemption of interest on the Bonds from taxation in the State of Indiana, and (iii) our opinion.

Subject to the completion of proceedings to our satisfaction with respect to the Bonds, we will render our opinion to the effect that: (i) the Bonds are the valid and binding obligation of the Town of the Bonds, enforceable against such Town in accordance with their terms, and (ii) the interest on the Bonds is excludable from gross income for federal income tax purposes and is exempt from taxation in the State of Indiana (all subject to certain limitations which will be expressed in the opinion).

The opinion will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us, without undertaking to verify the same by independent investigation.

Upon delivery of the opinion for the Bonds, our responsibilities as bond counsel will be concluded with respect to the Transaction. Specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide continuing advice to the Town or any other party concerning any actions necessary to assure that interest on the Bonds will continue to be excludable from gross income for federal income tax purposes.

As bond counsel, we will not provide the following services in connection with the Transaction:

1. We will not review the financial condition of the Town, the feasibility of the projects to be financed or refinanced with the proceeds of the Bonds or the adequacy of the security provided to owners of the Bonds, and we will express no opinion relating thereto.
2. Except as specifically set forth above, we will not assume or undertake responsibility for the preparation of an official statement or any other disclosure document with respect to the Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document.
3. We will not provide any other services not specifically set forth above.

Although I will be the lawyer responsible for this matter, I may assign portions of the work to be done to other Firm lawyers. In an effort to effect greater efficiencies and to reduce total fees, I may also ask one or more of our paralegals to assist in this matter as well in the areas of (1) filing certain documents, such as the UCC filing statements, with certain state and local agencies and (2) compiling the executed documents for the transcript.



## **Municipal Advisor Matters**

In connection with the Transaction, it is our understanding that the Municipal Advisor is an independent registered municipal advisor, and the Municipal Advisor will be the entity to whom the Town will primarily look for providing financial advice on the Transaction. In addition, even though our services inherently involve a financial advice component, we (a) do not represent ourselves as a Municipal Advisor or financial expert regarding the issuance of municipal securities or municipal financial products, and (b) are not subject to the fiduciary duty imposed on independent registered municipal advisors by the United States Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

## **Fees**

We agree that we will provide services on an hourly basis (“Initial Fees”) until such time as the structure and budget of the Transaction is being finalized in connection with the preparation of the preliminary offering document at which time we agree to provide a fixed fee based upon: (i) our understanding of the terms and structure of the Transaction and the assumptions set forth in this letter, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the remainder of the Transaction, (iv) the responsibilities we assume, and (v) the then current structure of the Transaction. We estimate that the Initial Fees will be between \$35,000 and \$45,000. In addition to our fixed fee, we anticipate incurring expenses in the transaction (i.e., in connection with the publication of the required notices of public hearing and notices for the sale of the Bonds, and preparation of the bond transcript), all of which will be charged to the Town. Also, our fixed fee quotation, will assume that there are no changes to current law that would affect the amount of services that would need to be provided to the Town. Our fee and expenses are usually paid at or shortly after the Closing out of the proceeds of the Bonds, and we customarily do not submit any statement until shortly after the Closing unless there is a substantial delay in completing the financing.

## **Waiver of Certain Potential Conflicts of Interest**

Before our firm agrees to represent you, we believe that it is appropriate to spell out the expectations or standards that will govern conflicts of interest that arise in the course of our relationship. As you are aware we have over 600 lawyers representing thousands of clients in various states, so it is foreseeable that our representation of our other clients may be or become directly adverse to your interests from time to time. For example, such conflicts may arise in (a) municipal finance transactions in which you propose to issue obligations, (b) local units of government and elected officials in various government issues, or (c) contracts for goods, services or public works, because, as you know, we regularly represent clients in these matters.

You should know that Rule 1.7 of the Rules of Professional Conduct governing lawyers generally prohibits a lawyer from representing one client in a matter directly adverse to another client unless the affected client provides informed consent confirmed in writing. Similarly, if one lawyer in a firm has a conflict under this rule, other lawyers in the same firm are likewise limited

by Rule 1.10 from accepting the conflicting engagement in the absence of informed consent. In light of these rules, we request that you consent and acknowledge that our representation of you in this and other matters on which you engage us from time to time will not disqualify the firm from representing other clients in unrelated matters adverse to you. Specifically, we understand that you agree and consent that we may represent other clients in matters that are not substantially related to the matters on which we are advising you, even where our representation of such clients may be or become directly adverse to your interests. For example, such representations may include:

- advising our other clients regarding the existence, scope or validity of your rights in real, personal or intellectual property;
- advising our other clients regarding the interpretation and application of provisions of contracts or other legal documents to which you may be party or that may affect your legal rights or obligations;
- advising our other clients in connection with contractual or transactional negotiations and preparing contracts or other legal documents to which you will be a party or that may affect your rights or obligations, including, but not limited to, obligations or securities issued by the Town;
- advising our other clients regarding the existence or potential existence of legal claims that our other clients may have against you or that you may have against our other clients, and defenses to such claims; and
- advising and representing our other clients in the resolution of disputes with you that may arise in the future, including the defense of claims you may assert against our other clients, or the prosecution of claims our other clients may assert against you, including mediated proceedings, arbitrations or proceedings in any court.

You should bear in mind that this consent would also allow us to take on unrelated representations for other parties, including government entities, whom we are opposing, or to whom we are adverse, in matters, transactions or disputes that we are handling on your behalf. We do confirm, however, that the foregoing consent does not affect our obligation to protect confidential information you share with us in connection with our representation of you and not to use such information to your detriment. Accordingly, we may from time to time, in order to avoid any risk of misuse of your confidential information, implement procedures to screen lawyers handling matters for other clients that are directly adverse to your interests from confidential information you have shared with us.

Of course, loyalty and independent judgment are essential elements of the lawyer-client relationship. You should consider whether this arrangement might impair the vigor with which

the firm represents you; whether our representation of clients adversely to you is likely to place the firm in a position to use your confidences or secrets against you; and whether the knowledge that we may represent other parties in matters directly adverse to you might affect your ability to communicate candidly with our lawyers who are representing you in your matters. We do not believe that our Firm's role in unrelated representations adverse to you will have any material adverse effect on our representation of you in matters on which you engage us. Indeed, were we to conclude that undertaking an unrelated adverse representation would materially impair our representation of you in ongoing matters, we would not undertake the representation. These are, however, necessarily issues that you should evaluate for yourself and you may wish to consider these matters with independent counsel.

### **E-Verify Participation**

In connection with this engagement, we agree that Barnes & Thornburg LLP is enrolled in and will verify the work eligibility status of all newly hired employees through the Federal E-Verify program (unless and until the E-Verify program no longer exists). This letter confirms that Barnes & Thornburg LLP has signed an affidavit stating that it does not knowingly employ an unauthorized alien, and we will provide a copy of that affidavit to you upon request.

### **Conclusion**

If you (i) agree to our service as bond counsel in the Transaction upon the terms set forth herein, (ii) agree and consent that we may represent other clients in matters that are not substantially related to the matters on which we are advising you, even where our representation of such clients may be or become directly adverse to your interests, and (iii) acknowledge that the statements made in the heading "Municipal Advisor Matters" are accurate and true to your knowledge, please indicate your acknowledgement and agreement on behalf of the Town by executing the enclosed copy of this letter in the space provided below and return the executed copy to me.

You may terminate our engagement as bond counsel at any time simply by notifying us. We may terminate our engagement for nonpayment of our fees and other charges and where we are required or permitted to do so by the Rules of Professional Conduct after giving you reasonable notice and allowing time for you to engage successor counsel, if necessary.

We ask you to acknowledge that, in reviewing and executing this letter, you have not relied on any advice provided by our Firm but instead have acted solely in reliance upon the advice of other legal counsel.



Chris Salatas, Town Manager  
TOWN OF CEDAR LAKE, INDIANA  
July 14, 2022  
Page 7

We are pleased to have this opportunity to be of service to you.

Sincerely,

BARNES & THORNBURG LLP



Philip J. Faccenda, Jr.

PJF/bej  
Enclosure  
cc: David M. Austgen, Esq.

ACKNOWLEDGED, AGREED TO AND ACCEPTED:

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DMS 23131059

## **BARNES & THORNBURG LLP**

### **TERMS OF ENGAGEMENT FOR LEGAL SERVICES**

The following terms are an integral part of our agreement with you and, unless modified expressly in writing by mutual agreement, govern all of our engagements for you. We ask that you review these terms carefully and write us promptly if you have any questions. We suggest that you retain this document in your file together with our engagement letter(s).

#### **Our Client**

The person or entity that we represent is the person or entity identified as our client in our engagement letter and does not include any affiliates or relatives of such person or entity. This means that, unless we specifically agree otherwise, we do not have any lawyer-client relationship with:

- Your subsidiaries, parent company or other business entities in a commonly controlled group, without regard to any internal arrangements for the management of affairs between our client and any such affiliate, or any operational commonality among such entities such as consolidated administrative services, common in-house legal functions, or any overlapping officers, directorships or ownership;
- Your owners, shareholders, members, managers, partners, directors, officers, employees, representatives or agents;
- The beneficiaries of a trust administered by a trustee who is our client;
- Your spouse, partner, children or other family members.

Therefore, our representation of you will neither limit nor impair our ability to represent another client with interests adverse to any such affiliated entity, affiliated person or family member without obtaining your consent.

#### **The Scope of Our Work**

Our practice with new clients is to describe the scope of our initial engagement in the letter we send accepting employment. With existing and recurrent clients, we may or may not provide a description of new matters depending on the circumstances. In any engagement we limit our services to those you ask us to perform and those we deem reasonably necessary to accomplish the requested services. If you ask us to limit our work to only one or certain aspects of a transaction, matter or case, we will address only what you request, even if full legal representation on such matter would normally be more involved or extensive.

In some legal matters, clients may have insurance coverage that includes potential liability and legal costs and fees. Except to the extent you expressly request in writing that we advise or assist you concerning insurance coverage relating to your legal matters, you agree to take full responsibility yourself for determining whether coverage exists and to notify your carrier(s). Similarly, we will not analyze potential adverse tax impacts or provide tax advice in any matter unless you specifically ask us to do so in writing. Nor shall we have any obligation to inform or advise you regarding your data security or privacy practices unless you so request in writing.

The outcome of legal matters and proceedings cannot be predicted with certainty. If we offer an assessment of the likely outcome of a matter, that is merely our opinion based on our understanding of the facts and the law at the time. We cannot guarantee results.

#### **Who Will Provide the Services**

Each client matter handled by our Firm is assigned to a principal lawyer contact. The principal lawyer should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal lawyer at any time. Under the supervision of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the Firm.

To help us serve our clients, we employ law clerks (often law students), paralegals, lobbyists, investigators, patent agents, foreign lawyers, research librarians, environmental analysts, translators, draftsmen, ediscovery/litigation support personnel and other technical (non-legal) specialists. Such personnel possess training, experience and skills that enable them to assist our lawyers in discharging their responsibilities, but they are not lawyers. Accordingly, you should not construe or rely upon any communications you receive from such personnel as legal advice.

#### **How Fees Will Be Set**

The basis on which our fees will be determined is described in the pertinent engagement letter. Usually the time and effort required are the primary factors on which our fees are based. We will record the time we devote to your work (typically in increments of 1/10th of an hour). This time may include conferences (both in person and over the telephone), negotiations, court appearances, factual and legal research and analysis, document preparation and revision, required travel and other related matters. Peer collaboration and

review is an important element of providing quality services, and so our time records will often include discussions between lawyers within our Firm concerning the matters in which we have been engaged. The hourly rates we charge for our lawyers and service providers are based on their relative experience, skills, reputation, the type of engagement, market factors and similar considerations. We review our hourly rates at least annually and may adjust them periodically. Our statements will reflect the applicable rates in effect at the date of the statement even if they exceed the applicable hourly rates in effect on the date the services were performed.

We are sometimes requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter on which our fees are hourly or otherwise variable. But fees and costs are often unpredictable. Accordingly, except in those engagements in which we specifically agree in writing to a flat or maximum fee, we make no commitment concerning the maximum fees and costs that will be necessary to resolve or complete the matter, even when we have provided an estimate. The ultimate cost is invariably more or less than the amount estimated. In addition, your obligation to pay the Firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

In instances in which we offer and you accept a flat fee, that flat fee covers only the services within the scope of work specified in the flat fee proposal. Any additional work will be billed at our standard hourly rates unless otherwise agreed in writing.

### Other Charges

In addition to our fees we will likely bill you for various charges that we itemize separately. These may include charges or fees for:

- messengers and couriers
- photocopying, desktop publishing or printing
- data storage
- ediscovery data hosting services
- litigation support technology services
- computerized research
- certain clerical services
- filing fees (including electronic filings)
- court reporters
- witnesses
- outside experts and consultants, including for example accountants, appraisers and other legal counsel

- travel
- phone and Web conferencing

Certain of these other charges may represent more than our out-of-pocket cost to contribute toward covering indirect expenses we incur. We incur outside charges on your behalf as your agent. You agree to pay these charges when due. We may require that you pay significant expenses directly or in advance. In some instances when we make advance payment on your behalf as a convenience, we may be entitled to incentives, rebates or rewards from our banks or credit card companies for using their services. Such arrangements lower our overhead and administrative expense and are not passed along to clients.

In some engagements, it is necessary to engage legal counsel in a foreign country. When we engage counsel in a foreign country on your behalf, we are not guarantors or indemnitors for such foreign counsel's work, nor are we in a position to review the adequacy of their legal work or translation of documents. We engage foreign counsel to assist you specifically because we are not licensed or familiar with the applicable legal system and therefore are not in a position to provide those legal services or judge their adequacy.

### Terms of Payment

We will bill you on a regular basis, typically monthly, for both fees and other charges. Our fees and charges are due when you receive our statement. Also, if you do not pay us within 30 days of our statement or as otherwise agreed, you agree that we may discontinue providing services immediately and withdraw from representing you after providing reasonable notice of our intention to do so. You also agree that until we are paid in full on all of your legal matters, and except to the extent otherwise prohibited or limited by law, we shall have a lien on all papers and files in our possession related to any of the matters in which we have represented you, and any property recovered or obtained as a result of our work on your behalf. To the extent not prohibited by applicable law or court rule and effective with new clients on or after January 1, 2019, you agree to pay us finance charges at the rate of six percent (6%) per annum on all fees and charges that you fail to pay within 30 days of our invoice(s) (or, if applicable, a later past due date agreed by us in writing). You agree to pay the costs of collecting your debt to us, including court costs, filing fees and reasonable attorneys' fees.

### Advance Deposits and Amounts Received in Trust

New clients of our Firm will ordinarily be asked to make an advance deposit with the Firm. The Firm may also in its sole discretion at any time during our



representation require existing clients to make an advance deposit based, for example, on past payment history, creditworthiness, increases in the scope or intensity of our work, or other factors that may cause the Firm to conclude it is appropriate to do so.

If we require an advance deposit from you, we will charge or draw against the advance deposit for fees and other charges as our legal services are provided. We will issue regular statements to you describing the fees and other charges which have been deducted from the advance deposit and the amount which must be paid to replenish the advance deposit to the agreed level. If the advance deposit is insufficient to cover fees and other charges anticipated in the current and following month, or if the scope or intensity of our work is anticipated to increase, we may require that the balance be increased. At the conclusion of our legal representation, once we are fully paid, or at such time as the advance deposit is no longer necessary or is appropriately reduced, the remaining balance, if any, will be returned to you.

Any advance deposit we receive from you will be held in our trust account until it is charged for fees and other charges or your account or is returned to you. No interest is paid on amounts held by us in our trust account. In particular, court rules in jurisdictions in which we practice require that interest earned on pooled client trust accounts is payable to a charitable foundation established in accordance with the court's rule. While your advance deposit is held by us in our trust account, it remains your property. You authorize us to apply the deposit to any fees and charges that you owe us.

Other deposits that we receive to cover specific items, and any funds that we recover or receive on your behalf, will also be held by us in our general trust account (without interest) and disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. You grant us a security interest in any funds we receive and hold in trust for you (including any advance deposits) to secure payment of any outstanding fees or other charges you owe us. Any amount remaining after disbursement or application to your account will be returned to you.

### Identifying Conflicts of Interest

We maintain an electronic database relating to our client engagements which we use in evaluating and avoiding conflicts of interest. The Rules of Professional Conduct governing lawyers generally prohibit a lawyer or law firm from representing one client in a matter directly adverse to another client unless the affected clients provide informed consent

confirmed in writing. To allow us to identify and address potential conflict issues, you represent to us that you have identified for us all persons and entities that are or may become involved in the matter in which we are being engaged, including all persons and entities affiliated with you who you believe have interests that could be affected by our engagement. You also agree that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in the matter.

### Waiver of Certain Potential Conflicts of Interest

As you are aware, we are a large law firm with multiple practices in multiple offices throughout the country, and we represent many different clients in many different industries, including clients who are competitors of each other and sometimes adversaries in legal matters. In taking on this representation, we commit that we will not represent any other client in any matter adverse to you that is substantially related to a matter in which we represent you. In this context, "substantially related" is a term that has come to have a settled meaning in the case law and in Bar ethics opinions. What this commitment means is that we will not take on any matter adverse to you on behalf of another client in circumstances in which any of your confidential data or information, as normally would have been obtained by us in our representation of you, would be material to any new matter adverse to you that we might accept from another client.

In return for our agreement to represent you in this matter and future matters (if any), you consent and agree that we may be adverse to you on behalf of other clients in matters that are not substantially related to the matter we are now undertaking on your behalf or to any additional matter we may undertake on your behalf in the future. Such unrelated matters may include, but are not limited to:

- a. Agreements, business contracts, licenses, mergers and acquisitions, joint ventures, loans and financings, and securities offerings, including contract negotiations with you in which we represent another party, and preparation for other clients of contracts or other legal documents to which you will be a party or that may affect your rights or obligations;
- b. Advice regarding the existence, scope or validity of your rights in real, personal or intellectual property and/or concerning the interpretation and application of provisions of contracts or other legal documents to which you may be party or that may affect your legal rights or obligations;
- c. Advice and representation of our other clients regarding the existence or potential existence of

legal claims that our other clients may have against you or that you may have against them, in disputes with you of any nature, or in claims our other clients may assert against you or you against them including litigation in a court, agency or other tribunal, and in arbitration or mediation.

- d. Bankruptcies, reorganizations, receiverships or insolvencies (including proceedings under the US Bankruptcy Code or state insolvency proceedings); non-judicial debt restructurings, including representation of creditors, liquidators or other insolvency professionals in domestic or international matters in which you are a creditor, debtor or other party in interest;
- e. Patents, copyrights, trademarks, trade secrets or other intellectual property matters; including advice to other clients regarding the existence, scope or validity of your rights in intellectual property and assistance in securing or protecting other clients' intellectual property in ways that may limit or constrain your rights;
- f. Real estate, zoning and environmental matters in which your interests in real property may be involved or adversely affected, or in which you may face liability for environmental contamination;
- g. Representation and advocacy with respect to legislative issues, policy issues, or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings; and,
- h. Third-party discovery requests (including subpoenas) to be served on you, and discovery requests (including subpoenas) that have been served by you on others.

If at a later time you withdraw or modify this advance waiver in any respect, you agree and consent to our withdrawal from our representation of you pursuant to these General Terms of Representation and the applicable Rules of Professional Conduct.

In addition, if there are parties adverse to you in the matter we are undertaking on your behalf, it is possible that those adverse parties will have need for counsel in matters which do not have a substantial relationship to the matter in which we represent you. Even though we would, as a result, be receiving some fee income from your adversary, you consent to our representing such parties in matters that are not substantially related to any of our work for you. For our part, we commit to continued zealous representation of your interests in the matters in which we do represent you notwithstanding any fee income we may receive from your adversary. Of course, the

foregoing consent does not affect our obligation to protect confidential information you share with us in connection with our representation of you and not to use such information to your detriment.

### Electronic Communications and Cloud Storage

You agree that both you and our Firm may use electronic devices and Internet services to communicate with each other and share documents notwithstanding some risk that such communications and documents may be intercepted or accessed by and disclosed to unauthorized parties. You agree that the benefits of using such technology outweigh the risks of unauthorized or inadvertent disclosure. Our use of such technology may include unencrypted email, mobile phones, voice over Internet, electronic data/document websites, video conferencing and other technology in which your documents and information are stored in the cloud and accessed via the Internet. We caution you that, to maintain the confidentiality and privilege of such information and communications, you should not use a computer, other electronic device, network or Internet address that is owned, controlled or on which your communications may be accessed by anyone other than you. This warning includes electronic venues provided by a hotel, a library, an Internet café, or even a shared home computer or employer-provided technology if you are engaging us as an individual rather than on behalf of your employer. Any device you use to communicate with us should be password protected and not accessible by any third party.

### Privacy Notice

During the course of this engagement, the firm may collect and acquire possession of certain personal information relating to the matters in which we are representing you. You should only provide the minimum amount of personal information necessary for us to perform our legal services. Our collection and processing of personal information is governed by the firm's Privacy Notice, which you may view at [btlaw.com/privacy-policy](http://btlaw.com/privacy-policy), as well as applicable privacy laws, regulations, and codes of professional conduct.

As you may know, we need your consent under the Canadian Anti-Spam Law, the General Data Protection Regulation and similar laws to the extent applicable, before we can send you certain electronic communications. These electronic communications include, among others, announcements, briefings on legal developments, and invitations to seminars and other events. In connection with your engaging us to render legal services, you consent to our sending you these electronic communications. You may withdraw your consent (or update your profile information) at any time by notifying us at [privacy@btlaw.com](mailto:privacy@btlaw.com). If you

withdraw your consent, we will stop sending you all electronic communications for which your consent is required.

### **Lawyers Holding Public Offices**

Our lawyers may from time to time serve in elected or appointed positions with various governmental bodies. Such lawyers must discharge those duties without regard to their employment or association with the Firm, and more importantly, it would be a prohibited conflict of interest for them to give any special consideration, benefit, or access to you or any other client of the Firm. Accordingly, you confirm that your engagement of our Firm is not in consideration for or in contemplation of any expected benefit to be derived from the activities of any elected or appointed official.

### **Certain Client Responsibilities**

You agree to cooperate fully with us, to provide promptly and candidly all information (including documents and electronic data) known or available to you that is relevant to our representation. If your engagement involves actual or potential claims or litigation, you have an obligation to preserve potentially relevant information, including electronic data. It is important for you to ensure automatic deletions or record retention policies are suspended as necessary to ensure this information is preserved. If you have questions, you should discuss these issues with us at the outset of our engagement involving any claim or litigation or as soon as a dispute or litigation related to any matter on which you have engaged us becomes reasonably foreseeable. You also agree to respond promptly to our requests for direction and other communications and to attend meetings and court proceedings at our request.

### **Use of Publicly Available Information**

We will protect nonpublic, confidential information related to your representation in accordance with our professional obligations. To best serve all of our clients, however, it is helpful for us to be able to describe our experiences in the practice of law to assist others in choosing counsel and for other business reasons. Accordingly, we understand that you authorize us, unless you specifically instruct us to the contrary, to truthfully disclose or describe to others information related to our representation of you that is otherwise publicly available (e.g., in public filings, government publications, press releases, on the Internet and the like).

### **Termination and Withdrawal**

You may terminate our representation of you at any time without cause simply by notifying us. Your termination of our services will not affect your

responsibility for payment of fees and other charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to the Rules of Professional Conduct that require or allow us to withdraw from representing a client in various circumstances. These may include any circumstances in which withdrawal can be accomplished without material adverse effect on the interests of the client. Among other circumstances that may give rise to withdrawal, subject to the Rules of Professional Conduct, we may withdraw from representing you if you do not fulfill your client responsibilities to us, including failure to pay our fees and charges, or if we determine that our relationship has become impaired, such as by your failure to follow our advice relating to a representation.

Unless previously terminated, our representation of you in any matter terminates upon our completion of the services you retained us to perform. Generally, this will be indicated by your receipt of our final statement for services rendered on that matter. In general, our representation shall be deemed completed if there is no billable work for a period of six months and there are no ongoing appeals proceedings or intellectual property maintenance obligations.

Except where applicable laws require otherwise, you agree that the following provisions will govern the way we handle materials and records related to our representation of you. We typically store the materials we retain in electronic form. We do not keep our copies of such materials and records indefinitely. We will discard or delete the materials we retain related to your representation when we believe it is reasonable to do so, without further notice to you. Accordingly, you are strongly encouraged to keep your own files related to our representation, especially important legal documents. So that you can do so, we will provide you with copies of materials we have retained whenever you request them during our representation. Even after your matter is completed, on request we will provide you with copies in electronic form of any materials we still have to which you are entitled. You agree to pay our charges for retrieving and copying materials for you, and any other fees and charges that remain outstanding in connection with our representation of you. We may require such payment before delivering such materials. You authorize us to follow these procedures without providing you further notices or seeking further instructions in the future.

Our representation of you in any matter is limited to that specific matter, and will not give rise to any ongoing attorney-client relationship. After our representation of you in any matter has ended, we may from time to time represent you in such subsequent matters as you may request. However,



we are under no obligation to represent you in any subsequent matters, and nothing herein should be construed to give rise to any attorney-client relationship after our representation has concluded or terminated. If we do undertake to represent you in any subsequent matter, the scope and duration of our representation will be limited to that specific subsequent matter and, unless we expressly establish new terms of engagement with you at that time, the terms of engagement stated in this document and our engagement letter will apply.

Lawyers sometimes become personally entangled in court proceedings in connection with their clients' matters. If our Firm or any of our lawyers or staff are named as a party, or are required to produce evidence or appear, in a legal proceeding or deposition as a result of our services performed for you (other than as a result of our misconduct or negligence), you agree, even after our representation has terminated, to pay us for our lawyers' and non-lawyers' time and other charges and expenses incurred in connection with our defense or participation in such proceeding, on the same basis that applies to our standard hourly fees and charges in effect at the time.

After our representation of you in any matter has ended, changes may occur in applicable laws or regulations that could have an impact upon your rights and liabilities. Unless you subsequently engage us to provide such advice on the same matter, our Firm has no continuing obligation to advise you with respect to future legal developments.



July 15, 2022

Town Council  
Town of Cedar Lake  
7408 Constitution Avenue  
P.O. Box 707  
Cedar Lake, Indiana 46303

Attention: Jennifer Sandberg – Clerk-Treasurer

Subject: Parrish Ave. Improvements  
Pay Request No. 1  
(CBBEL Project No. 19.R220142.00002)

Dear Town Council Members:

Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Pay Request # 1 in the amount of \$322,363.06 submitted by Milestone Contractors North, Inc. dated July 14, 2022. Based on the completed and observed work to date, CBBEL recommends payment in the following amount:

<b>Total Improvements:</b>	<b>This Estimate</b>	<b>To Date</b>
Value of Work Completed:	\$ 358,181.18	\$ 358,181.18
Less Retainage:	\$ 35,818.12	\$ 35,818.12
Balance:	\$ 322,363.06	\$ 322,363.06
Less Previous Payments:	n/a	n/a
Amount Due This Payment:	<b>\$ 322,363.06</b>	n/a

Please find attached copies of the Invoice #1 from Milestone and the Pay Estimate #1 Report from CBBEL. The partial waiver of lien for Milestone has also been included with this letter.

If you have any questions or concerns, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read "T. J. Gordon".

Thomas J. Gordon  
Construction Engineer

A handwritten signature in black ink, appearing to read "D. C. Oliphant".

Donald C. Oliphant, PE, CFM, CPESC  
Town Engineer

Encl.: As noted.

cc: Chris Salatas – Town Manager  
Margaret Abernathy – Town Administrative Assistant  
Dave Beale – Milestone PM  
Candice Houck – Milestone PA

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TOWN OF CEDAR LAKE, IN  
PARRISH AVE RECONSTRUCTION PROJECT

CONTRACTOR: Milestone Contractors North, Inc.  
DATE: 7/14/2022  
ESTIMATE NO. 1 (6-6-22 to 7-1-22)  
PROJECT: Parrish Ave  
PROJECT #: 19.R220142.00002

CBBEL PAY ESTIMATE REPORT

ITEM	DESCRIPTION	CONTRACT QUANTITY	UNIT OF MEASURE	UNIT PRICE	CONTRACT COST	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY TO DATE	PERCENT UTILIZED	CONTRACT AMOUNT TO DATE
1	MOBILIZATION AND DEMOBILIZATION (~5%)	1	LS	\$ 66,700.00	\$ 66,700.00	0.70	\$ 46,690.00	0.70	70.0%	\$ 46,690.00
2	CONSTRUCTION ENGINEERING (~4%)	1	LS	\$ 7,000.00	\$ 7,000.00	0.25	\$ 1,750.00	0.25	25.0%	\$ 1,750.00
3	CLEARING RIGHT OF WAY (~2%)	1	LS	\$ 16,000.00	\$ 16,000.00	0.25	\$ 4,000.00	0.25	25.0%	\$ 4,000.00
4	TRAFFIC CONTROL	1	LS	\$ 12,500.00	\$ 12,500.00	0.25	\$ 3,125.00	0.25	25.0%	\$ 3,125.00
5	TREE, PROTECT	2	EA	\$ 125.00	\$ 250.00	0.00	\$ -	0.00	0.0%	\$ -
6	INLET PROTECTION	16	EA	\$ 155.00	\$ 2,480.00	0.00	\$ -	0.00	0.0%	\$ -
7	SILT FENCE (UNDISTRIBUTED)	1250	LFT	\$ 1.46	\$ 1,825.00	0.00	\$ -	0.00	0.0%	\$ -
8	MAINTENANCE OF EROSION CONTROL DEVICES	1	LS	\$ 500.00	\$ 500.00	0.00	\$ -	0.00	0.0%	\$ -
9	PIPE, REMOVE	470	LFT	\$ 10.00	\$ 4,700.00	303.00	\$ 3,030.00	303.00	64.5%	\$ 3,030.00
10	CONCRETE SIDEWALK, REMOVE	69	SYS	\$ 19.00	\$ 1,311.00	37.00	\$ 703.00	37.00	53.6%	\$ 703.00
11	CONCRETE DRIVEWAY, REMOVE	363	SYS	\$ 23.00	\$ 8,349.00	217.50	\$ 5,002.50	217.50	59.9%	\$ 5,002.50
12	CONCRETE CURB, REMOVE	415	LFT	\$ 14.00	\$ 5,810.00	93.50	\$ 1,309.00	93.50	22.5%	\$ 1,309.00
13	RIP RAP, REMVE	128	SYS	\$ 10.00	\$ 1,280.00	0.00	\$ -	0.00	0.0%	\$ -
14	EXCAVATION, COMMON	1	LS	\$ 178,900.00	\$ 178,900.00	0.25	\$ 44,725.00	0.25	25.0%	\$ 44,725.00
15	B BORROW	1	LS	\$ 11,500.00	\$ 11,500.00	0.25	\$ 2,875.00	0.25	25.0%	\$ 2,875.00
16	ASPHALT MILLING, 2-IN	2374	SYS	\$ 3.75	\$ 8,902.50	164.50	\$ 616.88	164.50	6.9%	\$ 616.88
17	COMPACTED AGGREGATE FOR UNDERCUT BACKFILL, INDOT NO. 2	600	TON	\$ 98.00	\$ 58,800.00	774.10	\$ 75,861.80	774.10	129.0%	\$ 75,861.80
18	COMPACTED AGGREGATE FOR UNDERCUT BACKFILL, INDOT NO. 53	600	TON	\$ 89.00	\$ 53,400.00	0.00	\$ -	0.00	0.0%	\$ -
19	STRUCTURAL BACKFILL, TYPE 1	877	CYS	\$ 1.00	\$ 877.00	525.00	\$ 525.00	525.00	59.9%	\$ 525.00
20	GEOTEXTILE FOR SUBGRADE	5673	SYS	\$ 5.00	\$ 28,365.00	1,450.00	\$ 7,250.00	1,450.00	25.6%	\$ 7,250.00
21	COMPACTED AGGREGATE, INDOT NO. 53 BASE	3729	TON	\$ 30.00	\$ 111,870.00	506.60	\$ 15,198.00	506.60	13.6%	\$ 15,198.00
22	HMA SURFACE, TYPE B	746	TON	\$ 100.50	\$ 74,973.00	0.00	\$ -	0.00	0.0%	\$ -
23	HMA INTERMEDIATE, TYPE B	936	TON	\$ 86.00	\$ 80,496.00	0.00	\$ -	0.00	0.0%	\$ -
24	HMA WEDGE AND LEVEL, TYPE B	30	TON	\$ 103.00	\$ 3,090.00	0.00	\$ -	0.00	0.0%	\$ -
25	HMA PATCHING, TYPE B	250	TON	\$ 105.00	\$ 26,250.00	0.00	\$ -	0.00	0.0%	\$ -
26	HMA FOR APPROACHES, TYPE B	78	SYS	\$ 45.00	\$ 3,510.00	0.00	\$ -	0.00	0.0%	\$ -
27	ASPHALT FOR TACK COAT	7812	SYS	\$ 0.55	\$ 4,296.60	0.00	\$ -	0.00	0.0%	\$ -
28	CONCRETE SIDEWALK, 4-IN	1136	SYS	\$ 56.00	\$ 63,616.00	0.00	\$ -	0.00	0.0%	\$ -
29	CONCRETE CURB RAMP, 4-IN	58	SYS	\$ 170.00	\$ 9,860.00	0.00	\$ -	0.00	0.0%	\$ -
30	DETECTABLE WARNING SURFACE	24	SYS	\$ 180.00	\$ 4,320.00	0.00	\$ -	0.00	0.0%	\$ -
31	PCCP FOR APPROACHES, 6-IN	457	SYS	\$ 82.00	\$ 37,474.00	0.00	\$ -	0.00	0.0%	\$ -
32	CONCRETE CURB AND GUTTER, 6" X 6"	4558	LFT	\$ 22.00	\$ 100,276.00	0.00	\$ -	0.00	0.0%	\$ -
33	CASTING, ADJUST TO GRADE, (UNDISTRIBUTED)	5	EA	\$ 300.00	\$ 1,500.00	0.00	\$ -	0.00	0.0%	\$ -
34	CASTING, ADJUST TO GRADE, CONCRETE, (UNDISTRIBUTED)	2	EA	\$ 1,700.00	\$ 3,400.00	0.00	\$ -	0.00	0.0%	\$ -
35	CASTING, FURNISH AND ADJUST TO GRADE, (UNDISTRIBUTED)	2	EA	\$ 750.00	\$ 1,500.00	0.00	\$ -	0.00	0.0%	\$ -
36	MAILBOX ASSEMBLY, SINGLE (UNDISTRIBUTED)	22	EA	\$ 525.00	\$ 11,550.00	0.00	\$ -	0.00	0.0%	\$ -
37	PIPE, TYPE 2, DIP, CIRCULAR, 12"	120	LFT	\$ 115.00	\$ 13,800.00	0.00	\$ -	0.00	0.0%	\$ -
38	PIPE, TYPE 2, CONCRETE, CIRCULAR, 12"	999	LFT	\$ 80.00	\$ 79,920.00	302.50	\$ 24,200.00	302.50	30.3%	\$ 24,200.00
39	PIPE, TYPE 2, CONCRETE, CIRCULAR, 15"	300	LFT	\$ 90.00	\$ 27,000.00	298.00	\$ 26,820.00	298.00	99.3%	\$ 26,820.00
40	PIPE, TYPE 2, CONCRETE, CIRCULAR, 18"	577	LFT	\$ 100.00	\$ 57,700.00	571.00	\$ 57,100.00	571.00	99.0%	\$ 57,100.00
41	PIPE, TYPE 2, PVC, CIRCULAR, 6", (UNDISTRIBUTED)	150	LFT	\$ 50.00	\$ 7,500.00	0.00	\$ -	0.00	0.0%	\$ -
42	MANHOLE, TYPE C	8	EA	\$ 3,000.00	\$ 24,000.00	4.00	\$ 12,000.00	4.00	50.0%	\$ 12,000.00
43	INLET, TYPE A CIRCULAR	3	EA	\$ 2,500.00	\$ 7,500.00	2.00	\$ 5,000.00	2.00	66.7%	\$ 5,000.00
44	INLET, TYPE J	12	EA	\$ 3,000.00	\$ 36,000.00	6.00	\$ 18,000.00	6.00	50.0%	\$ 18,000.00
45	LINE, THERMOPLASTIC, SOLID, WHITE, 4-IN, RECESSED	33	LFT	\$ 1.30	\$ 42.90	0.00	\$ -	0.00	0.0%	\$ -
46	LINE, THERMOPLASTIC, SOLID, YELLOW, 4-IN, RECESSED	4490	LFT	\$ 1.30	\$ 5,837.00	0.00	\$ -	0.00	0.0%	\$ -
47	TRANSVERSE MARKING, THERMOPLASTIC, STOP BAR, WHITE, 24-IN	142	LFT	\$ 5.50	\$ 781.00	0.00	\$ -	0.00	0.0%	\$ -
48	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK, WHITE, 6-IN	633	LFT	\$ 1.05	\$ 664.65	0.00	\$ -	0.00	0.0%	\$ -
49	THERMOPLASTIC MESSAGE MARKING, "SCHOOL", WHITE	1	EA	\$ 175.00	\$ 175.00	0.00	\$ -	0.00	0.0%	\$ -
50	THERMOPLASTIC MESSAGE MARKING, "ONLY", WHITE	1	EA	\$ 115.00	\$ 115.00	0.00	\$ -	0.00	0.0%	\$ -
51	RESTORATION (MULCHED SEEDING TYPE U, 4 IN TOPSOIL, E.C. BLANKET)	3400	SYS	\$ 9.86	\$ 33,524.00	0.00	\$ -	0.00	0.0%	\$ -
52	UTILITY VERIFICATION (POTHOLING) (UNDISTRIBUTED)	6	EA	\$ 400.00	\$ 2,400.00	6.00	\$ 2,400.00	6.00	100.0%	\$ 2,400.00
53	WATER MAIN PIPE, REMOVE	50	LFT	\$ 100.00	\$ 5,000.00	0.00	\$ -	0.00	0.0%	\$ -
54	LINE STOP, 12 IN	1	EA	\$ 15,000.00	\$ 15,000.00	0.00	\$ -	0.00	0.0%	\$ -
55	WATER MAIN, DIP 12 IN	50	LFT	\$ 200.00	\$ 10,000.00	0.00	\$ -	0.00	0.0%	\$ -
TOTAL							\$ 358,181.18		TOTAL	\$ 358,181.18
Awarded Contract Value:						ORIGINAL CONTRACT				\$ 1,334,390.65
Current Contract Value:						TOTAL CHANGE ORDERS				\$ -
Current Awarded CO Value:						REVISED CONTRACT				\$ 1,334,390.65
Projected Total CO's Value:						COMPLETED TO DATE				\$ 358,181.18
Percent Complete (Awarded):						RETAINAGE				\$ 35,818.12
Percent Complete (Current):						TOTAL EARNED LESS RETAINAGE				\$ 322,363.06
						LESS PREVIOUS REQUESTS				
						CURRENT AMOUNT DUE				\$ 322,363.06



# Milestone

## Progress Billing Detail

Remit Milestone Contractors North, Inc.  
To: 1700 E. Main Street  
Griffith IN 46319

Invoice #: 228711-1

Date: 7/14/2022

Job: PARRISH AVE- CEDAR LAKE CCMG

To: TOWN OF CEDAR LAKE  
7408 CONSTITUTION AVE.  
P.O. BOX 707  
CEDAR LAKE, IN 46303

Customer No: 13800

From: 6/6/2022

To: 7/1/2022

Payment Terms: NET 30

Contract: 228711-

Cont Item	Description	Units Billed				U/M	Amounts Billed		
		Contract Amount	Contract Quantity	Quantity This Period	Quantity JTD		Unit Price	Amount This Period	Amount To-Date
1	MOB	66,700.00	66,700.00	46,690.00	0.70	LS	67,700.00	46,690.00	46,690.00
2	Construction Engineering	7,000.00	7,000.00	1,750.00	0.25	LS	7,000.00	1,750.00	1,750.00
3	Clearing ROW	16,000.00	16,000.00	4,000.00	0.25	LS	16,000.00	4,000.00	4,000.00
4	Traffic Control	12,500.00	12,500.00	3,125.00	0.2500	LS	12,500.00	3,125.00	3,125.00
9	Pipe, Remove	4,700.00	470.000	303.000	303.000	LF	10.000	3,030.00	3,030.00
10	Concrete Sidewalk, Remove	1,311.00	69.000	37.000	37.000	SY	19.000	703.00	703.00
11	Concrete Driveway, Remove	8,349.00	363.000	217.500	217.500	SY	23.000	5,002.50	5,002.50
12	Concrete Curb, Remove	5,810.00	415.000	93.500	93.500	LF	14.000	1,309.00	1,309.00
14	Excavation, Common	178,900.00	0.000	0.000	0.000	LS	0.000	44,725.00	44,725.00
15	B-Borrow	11,500.00	0.000	0.000	0.000	LS	0.000	2,875.00	2,875.00
16	Asphalt Milling, 2	8,902.50	2,374.000	164.501	164.501	SY	3.750	616.88	616.88
17	INDOT 2's for Undercuts (Undistributed)	58,800.00	600.000	774.100	774.100	TON	98.000	75,861.80	75,861.80
19	Structural Backfill, Type 1	877.00	877.000	525.000	525.000	CY	1.000	525.00	525.00
20	Geotextile for Subgrade	28,365.00	5,673.000	1,450.000	1,450.000	SY	5.000	7,250.00	7,250.00
21	Compacted Agg, INDOT 53's Base	111,870.00	3,729.000	506.600	506.600	TON	30.000	15,198.00	15,198.00
38	Pipe, Type 2, Concrete, Circular 12	79,920.00	999.000	302.500	302.500	LF	80.000	24,200.00	24,200.00
39	Pipe, Type 2, Concrete, Circular 15	27,000.00	300.000	298.000	298.000	LF	90.000	26,820.00	26,820.00
40	Pipe, Type 2, Concrete, Circular 18	57,700.00	577.000	571.000	571.000	LF	100.000	57,100.00	57,100.00
42	Manhole, Type C	24,000.00	8.000	4.000	4.000	EA	3,000.000	12,000.00	12,000.00
43	Inlet, Type A Circular	7,500.00	3.000	2.000	2.000	EA	2,500.000	5,000.00	5,000.00
44	Inlet, Type D	36,000.00	12.000	6.000	6.000	EA	3,000.000	18,000.00	18,000.00
52	Utility Verification (Potholing) (Undistributed)	2,400.00	6.000	6.000	6.000	EA	400.000	2,400.00	2,400.00

Original Contract Amount:	1,334,390.65
Change Orders to Date:	0.00
Current Contract Amount:	1,334,390.65
Percent Complete:	26.84%

Total Billed This Period To Date:	358,181.18	358,181.18
Less Retainage:	35,818.12	35,818.12
Less Previous Applications:	0.00	0.00
Total Due This Invoice:	322,363.06	322,363.06

# WAIVER OF LIEN

☐ Final

☒ Partial

☐ Payment to follow

The undersigned, having been contracted by Town of Cedar Lake to furnish certain materials and labor, to wit, for a project known as Parrish Avenue, Cedar Lake CCMG located at Cedar Lake, Indiana, and does hereby further state:

(PARTIAL WAIVER)

that the balance due from the Contractor is in the sum of:

\$322,363.06

- ☐ receipt for which is hereby acknowledged, or  
☒ the payment of which has been promised as the sole consideration of this affidavit and Partial Waiver of Lien is given to and for said amount, effective upon receipt of such payment

(FINAL WAIVER)

that the balance due from the Contractor is in the sum of:

- ☐ receipt for which is hereby acknowledged, or  
☐ the payment of which has been promised as the sole consideration of this affidavit and Final Waiver of Lien is given to and for said amount, effective upon receipt of such payment

Therefore, the undersigned waives and releases unto the Owner of said premises, any and all lien or claim whatsoever on the above described property and improvements thereon on account of labor or material, or both, furnished by the undersigned thereto, and further certifies that no other party has any claims or right to lien on account of any work performed or material furnished to the undersigned for said project, and within the scope of this affidavit and waiver.

Milestone Contractors North, Inc.  
Name of Company

Cynthia Hurd  
Signature of Authorized Representative

Witness my hand and notarial Seal, this 15<sup>th</sup> of July, 2022.

Residing in LAKE County, State of Indiana. My commission expires 04/06/2030.

[Signature]  
Notary Signature

LISA A. CARPENTER  
Printed Notary Name







July 15, 2022

Town Council  
Town of Cedar Lake  
7408 Constitution Avenue  
P.O. Box 707  
Cedar Lake, Indiana 46303

Attention: Jennifer Sandberg – Clerk-Treasurer

Subject: Highland Subdivision Improvements  
Pay Request No. 2  
(CBBEL Project No. 19.R220142.00001)

Dear Town Council Members:

Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Pay Request # 2 in the amount of \$124,753.76 submitted by Milestone Contractors North, Inc. dated July 14, 2022. Based on the completed and observed work to date, CBBEL recommends payment in the following amount:

<b>Total Improvements:</b>	<b>This Estimate</b>	<b>To Date</b>
Value of Work Completed:	\$ 138,615.29	\$ 451,950.03
Less Retainage:	\$ 13,861.53	\$ 45,195.00
Balance:	\$ 124,753.76	\$ 406,755.03
Less Previous Payments:	n/a	\$ 282,001.27
Amount Due This Payment:	<b>\$ 124,753.76</b>	\$ 124,753.76

Please find attached copies of the Invoice #2 from Milestone and the Pay Estimate #2 Report from CBBEL. The partial waiver of lien for this estimate from Milestone has also been included with this letter.

If you have any questions or concerns, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read "T. J. Gordon".

Thomas J. Gordon  
Construction Engineer

A handwritten signature in black ink, appearing to read "D. C. Oliphant".

Donald C. Oliphant, PE, CFM, CPESC  
Town Engineer

Encl.: As noted.

cc: Chris Salatas – Town Manager  
Margaret Abernathy – Town Administrative Assistant  
Dave Beale – Milestone PM  
Candice Houck – Milestone PA

P:\Cedar Lake\220142 - 2022 Roadway Projects\Highland\Pay Apps\#2\Highland CBBEL Pay App Review #2\_.docx

TOWN OF CEDAR LAKE, IN  
HIGHLAND SUBDIVISION IMPROVEMENTS

CONTRACTOR: Milestone Contractors North, Inc.  
DATE: 7/14/2022  
ESTIMATE #: 2 (5/28/22 to 7/01/22)  
PROJECT: Highland Subdivision Improvements  
PROJECT #: 19.R220142.00001

CBBEL PAY ESTIMATE REPORT

ITEM	DESCRIPTION	CONTRACT QUANTITY	UNIT OF MEASURE	UNIT PRICE	CONTRACT COST	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY INVOICE #1	QUANTITY TO DATE	PERCENT UTILIZED	CONTRACT AMOUNT TO DATE
1	MOBILIZATION AND DEMOBILIZATION	1	LS	\$34,100.00	\$ 34,100.00	0.00	\$ -	0.70	0.70	70.0%	\$ 23,870.00
2	CONSTRUCTION ENGINEERING	1	LS	\$4,000.00	\$ 4,000.00	0.20	\$ 800.00	0.45	0.65	65.0%	\$ 2,600.00
3	CLEARING RIGHT OF WAY	1	LS	\$12,000.00	\$ 12,000.00	0.20	\$ 2,400.00	0.45	0.65	65.0%	\$ 7,800.00
4	TREE, 6 IN, REMOVE	1	EACH	\$500.00	\$ 500.00	1.00	\$ 500.00	0.00	1.00	100.0%	\$ 500.00
5	CONCRETE DRIVEWAY, REMOVE	35	SYS	\$45.00	\$ 1,575.00	0.00	\$ -	5.00	5.00	14.3%	\$ 225.00
6	PIPE, REMOVE	340	LFT	\$10.00	\$ 3,400.00	30.00	\$ 300.00	340.00	370.00	108.8%	\$ 3,700.00
7	CONCRETE CURB, REMOVE	40	LFT	\$45.00	\$ 1,800.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
8	CONCRETE HEADWALL, REMOVE	2	EACH	\$1,000.00	\$ 2,000.00	0.00	\$ -	2.00	2.00	100.0%	\$ 2,000.00
9	RIP RAP, REMOVE	15	SYS	\$10.00	\$ 150.00	0.00	\$ -	15.00	15.00	100.0%	\$ 150.00
10	TREE, PROTECT	3	EACH	\$125.00	\$ 375.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
11	EXCAVATION, COMMON	1	LS	\$62,500.00	\$ 62,500.00	0.00	\$ -	1.00	1.00	100.0%	\$ 62,500.00
12	FENCE, REMOVE AND RESET	115	LFT	\$145.00	\$ 16,675.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
13	COMPACTED AGG. FOR UNDERCUT BACKFILL, NO. 2 (UNDISTRIBUTED)	450	TON	\$90.00	\$ 40,500.00	0.00	\$ -	450.57	450.57	100.1%	\$ 40,551.30
14	COMPACTED AGG. FOR UNDERCUT BACKFILL, NO. 53 (UNDISTRIBUTED)	450	TON	\$80.00	\$ 36,000.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
15	SILT FENCE (UNDISTRIBUTED)	1100	LFT	\$1.46	\$ 1,606.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
16	INLET PROTECTION	7	EACH	\$155.00	\$ 1,085.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
17	PIPE PROTECTION	5	EACH	\$155.00	\$ 775.00	0.00	\$ -	1.00	1.00	20.0%	\$ 155.00
18	MAINTENANCE OF EROSION CONTROL DEVICES	1	LS	\$9.86	\$ 9.86	0.00	\$ -	0.00	0.00	0.0%	\$ -
19	STRUCTURE BACKFILL, TYPE 1	65	CYS	\$1.00	\$ 65.00	0.00	\$ -	65.00	65.00	100.0%	\$ 65.00
20	GEOGRID, TYPE 1	3430	SYS	\$1.50	\$ 5,145.00	0.00	\$ -	3,638.00	3,638.00	106.1%	\$ 5,457.00
21	COMPACTED AGGREGATE NO. 53 BASE	1910	TON	\$36.00	\$ 68,760.00	517.44	\$ 18,627.84	1,662.54	2,179.98	114.1%	\$ 78,479.28
22	HMA INTERMEDIATE, TYPE B	480	TON	\$92.00	\$ 44,160.00	460.31	\$ 42,348.52	0.00	460.31	95.9%	\$ 42,348.52
23	HMA SURFACE, TYPE B	240	TON	\$120.00	\$ 28,800.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
24	ASPHALT FOR TACK COAT	2580	SYS	\$0.55	\$ 1,419.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
25	PLANT, DECIDUOUS TREE, 3.5 IN (UNDISTRIBUTED)	3	EACH	\$770.00	\$ 2,310.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
26	TURF REINFORCEMENT MAT (UNDISTRIBUTED)	110	SYS	\$12.20	\$ 1,342.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
27	RESTORATION (MULCHED SEEDING TYPE U, 4 IN TOPSOIL, EROSION CONTROL BLANKET)	3710	SYS	\$9.86	\$ 36,580.60	0.00	\$ -	0.00	0.00	0.0%	\$ -
28	CURB AND GUTTER, CONCRETE, ROLL CURB	3032	LFT	\$22.00	\$ 66,704.00	2,427.00	\$ 53,394.00	550.00	2,977.00	98.2%	\$ 65,494.00
29	CONCRETE CURB AND GUTTER, 6" X 6"	122	LFT	\$30.00	\$ 3,660.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
30	CURB TURNOUT, CONCRETE	1	EACH	\$1,250.00	\$ 1,250.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
31	PCCP SHOULDER, 9 IN	670	LFT	\$35.00	\$ 23,450.00	143.00	\$ 5,005.00	720.00	863.00	128.8%	\$ 30,205.00
32	HMA FOR APPROACHES, TYPE B	446	SYS	\$55.00	\$ 24,530.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
33	PCCP FOR APPROACHES, 6 IN	51	SYS	\$165.00	\$ 8,415.00	20.00	\$ 3,300.00	0.00	20.00	39.2%	\$ 3,300.00
34	COMPACTED AGGREGATE FOR APPROACHES, 6 IN	340	TON	\$63.00	\$ 21,420.00	141.11	\$ 8,889.93	0.00	141.11	41.5%	\$ 8,889.93
35	RIPRAP, REVETMENT	68	SYS	\$70.00	\$ 4,760.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
36	MAILBOX ASSEMBLY, SINGLE (UNDISTRIBUTED)	18	EACH	\$550.00	\$ 9,900.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
37	SWALE RECONSTRUCTION AND RESTORATION	351	LFT	\$25.00	\$ 8,775.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
38	CASTING, FURNISH AND ADJUST TO GRADE (UNDISTRIBUTED)	10	EACH	\$750.00	\$ 7,500.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
39	PIPE, TYPE 1, PVC, CIRCULAR, 10 IN	32	LFT	\$115.00	\$ 3,680.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
40	PIPE, TYPE 2 PVC, 6 IN, (UNDISTRIBUTED)	150	LFT	\$50.00	\$ 7,500.00	45.00	\$ 2,250.00	0.00	45.00	30.0%	\$ 2,250.00
41	PIPE, TYPE 2, RCP, CIRCULAR, 12 IN	80	LFT	\$80.00	\$ 6,400.00	0.00	\$ -	75.00	75.00	93.8%	\$ 6,000.00
42	PIPE, TYPE 2, RCP, CIRCULAR, 15 IN	108	LFT	\$90.00	\$ 9,720.00	0.00	\$ -	74.00	74.00	68.5%	\$ 6,660.00
43	PIPE, TYPE 2, RCP, CIRCULAR, 18 IN	168	LFT	\$100.00	\$ 16,800.00	0.00	\$ -	162.00	162.00	96.4%	\$ 16,200.00
44	PIPE, TYPE 2 HDPE, CIRCULAR 15 IN	77	LFT	\$90.00	\$ 6,930.00	0.00	\$ -	75.00	75.00	97.4%	\$ 6,750.00
45	PIPE END SECTION, PRECAST CONCRETE, 15 IN W/ GRATE	2	EACH	\$2,200.00	\$ 4,400.00	0.00	\$ -	2.00	2.00	100.0%	\$ 4,400.00
46	PIPE END SECTION, PRECAST CONCRETE, 18 IN W/ GRATE	1	EACH	\$2,500.00	\$ 2,500.00	0.00	\$ -	1.00	1.00	100.0%	\$ 2,500.00
47	PIPE END SECTION, HDPE, 15 IN, W/ GRATE	1	EACH	\$1,800.00	\$ 1,800.00	0.00	\$ -	1.00	1.00	100.0%	\$ 1,800.00
48	MANHOLE, TYPE C	5	EACH	\$3,000.00	\$ 15,000.00	0.00	\$ -	4.00	4.00	80.0%	\$ 12,000.00
49	INLET, TYPE J	3	EACH	\$3,000.00	\$ 9,000.00	0.00	\$ -	3.00	3.00	100.0%	\$ 9,000.00
50	SANITARY SERVICE CONNECTION, TYPE 1, (UNDISTRIBUTED)	2	EACH	\$2,500.00	\$ 5,000.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
51	SANITARY SERVICE CONNECTION, TYPE 2, (UNDISTRIBUTED)	2	EACH	\$3,500.00	\$ 7,000.00	0.00	\$ -	1.00	1.00	50.0%	\$ 3,500.00
52	TRAFFIC CONTROL	1	LS	\$4,000.00	\$ 4,000.00	0.20	\$ 800.00	0.45	0.65	65.0%	\$ 2,600.00
TOTAL							\$ 138,615.29			TOTAL	\$ 451,950.03
Awarded Contract Value: \$ 687,726.46											\$ 687,726.46
Current Contract Value: \$ 687,726.46											\$ -
Current Awarded CO Value: \$ -											\$ 687,726.46
Projected Total CO's Value: \$ -											\$ 451,950.03
Percent Complete (Awarded): 65.72%											\$ 45,195.00
Percent Complete (Current): 65.72%											\$ 406,755.03
ORIGINAL CONTRACT											\$ 282,001.27
TOTAL CHANGE ORDERS											\$ -
REVISED CONTRACT											\$ 124,753.76
COMPLETED TO DATE											
RETAINAGE											
TOTAL EARNED LESS RETAINAGE											
LESS PREVIOUS REQUESTS											
CURRENT AMOUNT DUE											





# Milestone

## Progress Billing Detail

Remit Milestone Contractors North, Inc.  
To: 1700 E. Main Street  
Griffith IN 46319

To: TOWN OF CEDAR LAKE  
7408 CONSTITUTION AVE.  
P.O. BOX 707  
CEDAR LAKE, IN 46303



Invoice #: 228713-2  
Date: 7/14/2022

Job: SUBDIVISION HIGHLAND IMPROV- CEDAR  
LAKE CCMG

Customer No: 13800

From: 5/28/2022

To: 7/1/2022

Payment Terms NET 30

Contract: 228713-

Cont Item	Description	Units Billed				U/M	Amounts Billed		
		Contract Amount	Contract Quantity	Quantity This Period	Quantity JTD		Unit Price	Amount This Period	Amount To-Date
2	Construction Engineering	4,000.00	1.000	0.200	0.650	LS	4,000.00	800.00	2,600.00
3	Clearing of ROW	12,000.00	1.000	0.450	0.650	LS	12,000.00	2,400.00	7,800.00
4	Tree, 6 Remove	500.00	1.000	1.000	1.000	EA	500.000	500.00	500.00
6	Pipe, Remove	3,400.00	340.000	30.000	370.000	LF	10.000	300.00	3,700.00
21	Compacted Aggregate 53's Base	68,760.00	1,910.000	517.440	2,179.980	TON	36.000	18,627.84	78,479.28
22	HMA Intermediate, Type B	44,160.00	480.000	460.310	460.310	TON	92.000	42,348.52	42,348.52
28	Curb & Gutter, Concrete, Roll Curb	66,704.00	3,032.000	2,427.000	2,977.000	LF	22.000	53,394.00	65,494.00
31	PCCP Shoulder 9	23,450.00	670.000	143.000	863.000	LF	35.000	5,005.00	30,205.00
33	PCCP for Approaches, 6	8,415.00	51.000	20.000	20.000	SY	165.000	3,300.00	3,300.00
34	Compacted Agg for Approaches, 6	21,420.00	340.000	141.110	141.110	TON	63.000	8,889.93	8,889.93
40	Pipe, Type 2, PVC, 6 (Undistributed)	7,500.00	150.000	45.000	45.000	LF	50.000	2,250.00	2,250.00
52	Traffic Control	4,000.00	0.000	0.000	0.000	LS	0.000	800.00	2,600.00

Original Contract Amount:	687,726.46
Change Orders to Date:	0.00
Current Contract Amount:	687,726.46
Percent Complete:	65.72%

Total Billed This Period To Date:	138,615.29	451,950.03
Less Retainage:	13,861.52	45,195.00
Less Previous Applications:	0.00	282,001.27
Total Due This Invoice:	124,753.77	124,753.76

# WAIVER OF LIEN

☐ Final

☒ Partial

☐ Payment to follow

The undersigned, having been contracted by Town of Cedar Lake to furnish certain materials and labor, to wit, for a project known as Highland Subdivision Improvements, Cedar Lake CCMG located at Cedar Lake, Indiana, and does hereby further state:

(PARTIAL WAIVER)

that the balance due from the Contractor is in the sum of:

\$124,753.76

- ☐ receipt for which is hereby acknowledged, or  
☒ the payment of which has been promised as the sole consideration of this affidavit and Partial Waiver of Lien is given to and for said amount, effective upon receipt of such payment

(FINAL WAIVER)

that the balance due from the Contractor is in the sum of:

- ☐ receipt for which is hereby acknowledged, or  
☐ the payment of which has been promised as the sole consideration of this affidavit and Final Waiver of Lien is given to and for said amount, effective upon receipt of such payment

Therefore, the undersigned waives and releases unto the Owner of said premises, any and all lien or claim whatsoever on the above described property and improvements thereon on account of labor or material, or both, furnished by the undersigned thereto, and further certifies that no other party has any claims or right to lien on account of any work performed or material furnished to the undersigned for said project, and within the scope of this affidavit and waiver.

Milestone Contractors North, Inc.

Name of Company

Candace Hume

Signature of Authorized Representative

Witness my hand and notarial Seal, this 15<sup>th</sup> of July, 2022.

Residing in LAKE County, State of Indiana. My commission expires 04/06/2030.

[Signature]  
Notary Signature

LISA A. CARPENTER

Printed Notary Name





# Cedar Lake Police

7408 Constitution • P.O. Box 305  
Cedar Lake, IN 46303  
(219) 374-5416 FAX (219) 374-9231



[www.cedarlakein.org](http://www.cedarlakein.org)

## OFFICE OF CHIEF OF POLICE

Council Members,

I am requesting to place these two vehicles on auction through Govdeals.com. These two vehicles have very high mileage and would not be a good fit to continue service. The first 2011 Dodge Charger was set to go to the Academy, which you had previously approved. My contact at the Police Academy unexpectedly passed away and the academy has not reached back out to us in a couple of years. This vehicle has been off of our insurance for several years.

<u>Year</u>	<u>Vehicle</u>	<u>Mileage</u>	<u>VIN Number</u>
2011	Dodge Charger	De-Commissioned	2B3CL1CG8BH582321
2011	Dodge Charger	133349	2B3CL1CG1BH582323

Respectfully,

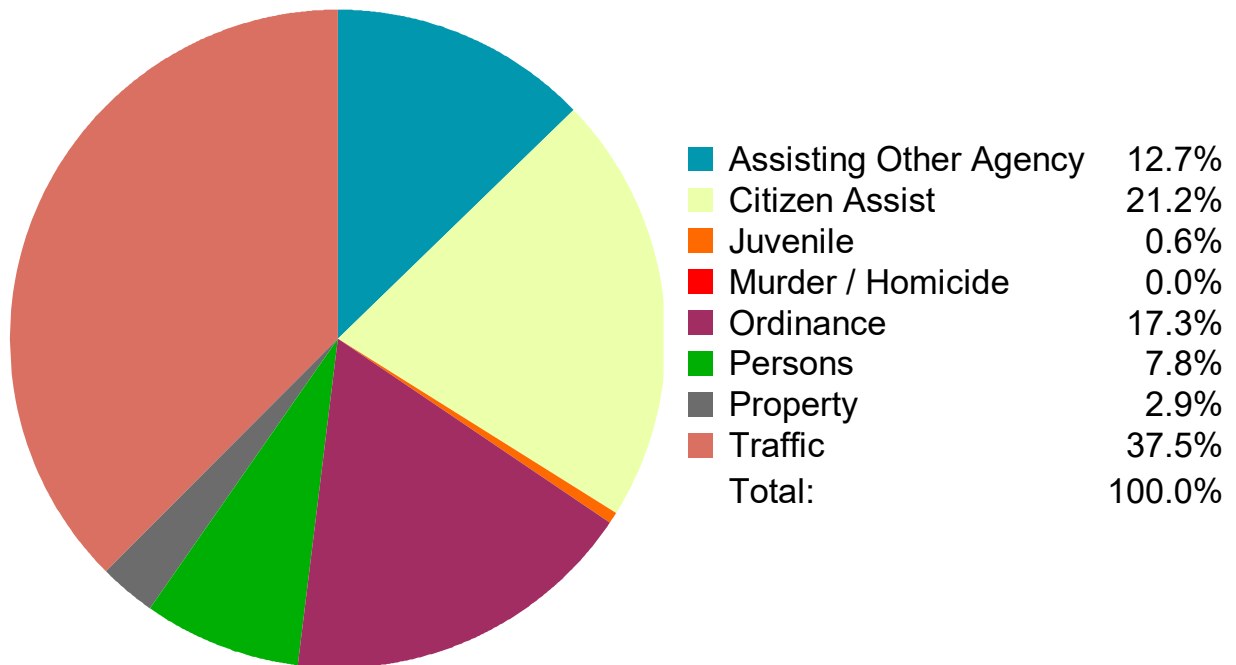
Chief William Fisher



**CEDAR LAKE POLICE DEPARTMENT  
INCIDENT AND CALLS FOR SERVICE REPORT  
June 2022 and Year-To-Date 2022**

Incident Type	Month Total	Year Total
Incidents Assisting Other Agency (Including Fire and EMS):	131	761
Incidents related to Citizen Assists:	219	1395
Incidents related to Juveniles:	6	47
Incidents related to Murder/Homicide:	0	0
Incidents related to Ordinances:	179	750
Incidents related to Persons:	80	395
Incidents related to Property:	30	160
Incidents related to Traffic:	387	2592
Incidents Not Classified:	0	1

<b>Totals:</b>	<b>1032</b>	<b>6101</b>
<b>Average Daily Calls For Service: 33.89</b>		



**CITATION REPORT**  
**June 2022 and Year-To-Date 2022**

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State Violations: 104

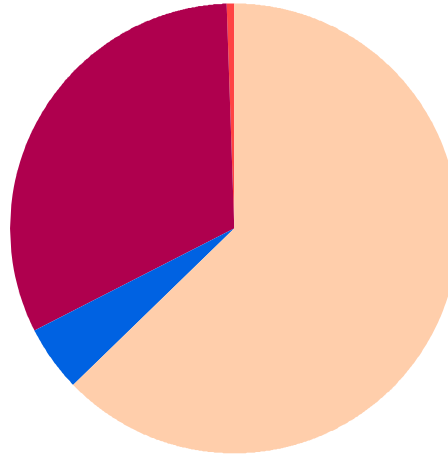
Town Traffic Violations: 8

Town Ordinance Violations: 53

Other Violations: 1

Total for June: 166

Year To Date: 905



State Violations	62.7%
Town Traffic Violations	4.8%
Town Ordinance Violations	31.9%
Other Violations	0.6%
Total:	100.0%

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**WARNING REPORT**  
**June 2022 and Year-To-Date 2022**

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State Violations: 253

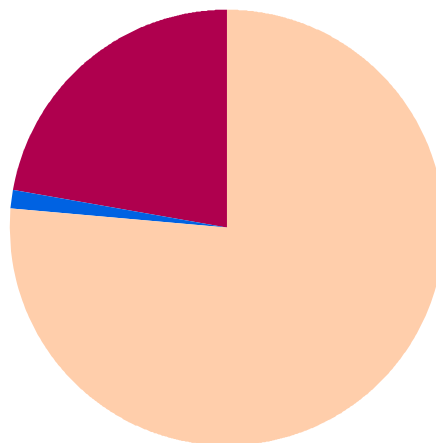
Town Traffic Violations: 4

Town Ordinance Violations: 74

Other Violations: 0

Total for June: 331

Year To Date: 2,027



State Violations	76.4%
Town Traffic Violations	1.2%
Town Ordinance Violations	22.4%
Other Violations	0.0%
Total:	100.0%

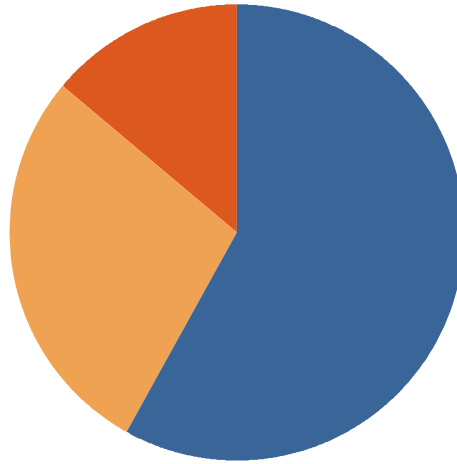
**ARREST REPORT**  
**June 2022 and Year-To-Date 2022**

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**Total Arrests: 26**  
**Total Charges Filed: 43**  
**Misdemeanor: 25**  
**Felony: 12**  
**Infraction: 0**  
**Not Classified /**  
**Warrant: 6**

**Year-To-Date**

**Total Arrests: 174**  
**Total Charges Filed: 310**



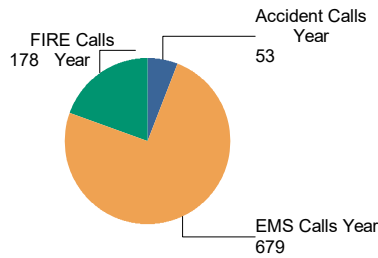
■ Misdemeanor	58.1%
■ Felony	27.9%
■ Infraction	0.0%
■ Not Classified	14.0%
<b>Total:</b>	<b>100.0%</b>



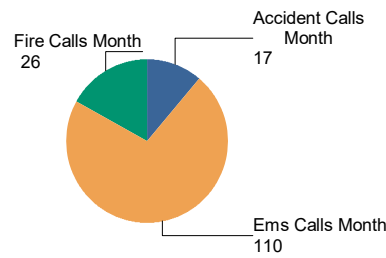
# Cedar Lake Fire Department

## Monthly Summary Report

### 1/1/2022 to 6/30/2022



Accident Calls Year	5.8%
EMS Calls Year	74.6%
FIRE Calls Year	19.6%
Total:	100.0%



Accident Calls Month	11.1%
Ems Calls Month	71.9%
Fire Calls Month	17.0%
Total:	100.0%

**Average Daily Calls for Service: 5.17**

### Yearly Totals

Agency Assist	5
Citizen Assist	1
Death Investgtn	1
Disturbance	1
Dom. Battery	1
Domestic Dist	2
EMS Abdominal	14
EMS Allergic	1
EMS Animal Bite	1
EMS Assault	10
EMS Back Pain	8
EMS Bleeding	12
EMS Breathing	80
EMS Burns	1
EMS Chest Pain	36
EMS Death	7
EMS Diabetic	23
EMS Eye Injury	1
EMS Fall	94
EMS Full Arrest	12
EMS Gunshot	1
EMS Headache	2
EMS Heart Prob	21
EMS Heat / Cold	2
EMS Lift Assist	48
EMS Misc	3
EMS Mutual Aid	7
EMS Overdose	14
EMS Pregnancy	1
EMS Psych	38
EMS Seizure	23
EMS Sick Person	128
EMS Stabbing	2
EMS Standby	2
EMS Stroke	13
EMS Trauma	15
EMS Uncons	34
EMS Unknown	25
FIRE Alarm	37
FIRE Appliance	1
FIRE Assist	5
FIRE Brush	2
FIRE CO Alarm	4
FIRE Dive Rescu	1
FIRE Elevator	1
FIRE Gas IN	9
FIRE Gas OUT	6

### Monthly Totals

Agency Assist	3
Citizen Assist	1
EMS Abdominal	1
EMS Animal Bite	1
EMS Assault	4
EMS Breathing	13
EMS Burns	1
EMS Chest Pain	3
EMS Death	1
EMS Diabetic	4
EMS Eye Injury	1
EMS Fall	18
EMS Full Arrest	2
EMS Heart Prob	3
EMS Heat / Cold	1
EMS Lift Assist	6
EMS Misc	1
EMS Mutual Aid	2
EMS Overdose	1
EMS Psych	7
EMS Seizure	4
EMS Sick Person	20
EMS Stabbing	1
EMS Stroke	3
EMS Trauma	2
EMS Uncons	5
EMS Unknown	5
FIRE Alarm	2
FIRE Assist	1
FIRE Brush	1
FIRE Elevator	1
FIRE Gas IN	1
FIRE Gas OUT	1
FIRE Investigat	1
FIRE Misc	1
FIRE Mutual Aid	4
FIRE Odor	1
FIRE Outside	3
FIRE Smoke	1
FIRE Structure	2
FIRE Utility	3
FIRE Vehicle	3
Lockout	1
PD Accident	1
PI Accident	16

**Total for Month:**

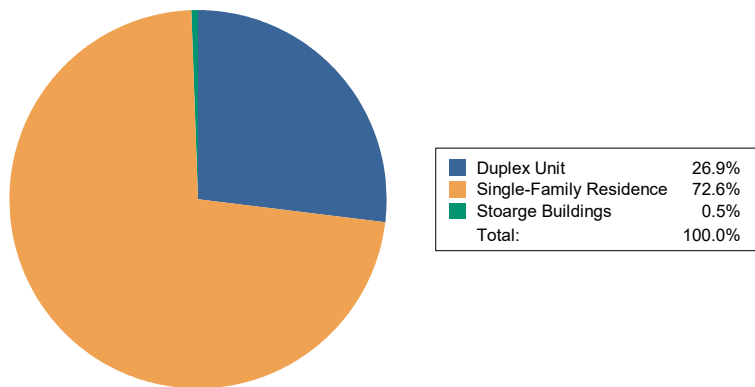
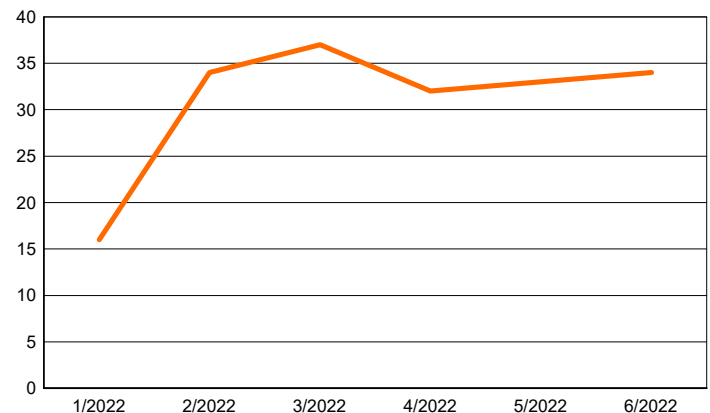
**152**

<b>FIRE Hazmat</b>	<b>2</b>
<b>FIRE Inspection</b>	<b>7</b>
<b>FIRE Investigat</b>	<b>3</b>
<b>FIRE Misc</b>	<b>9</b>
<b>FIRE Mutual Aid</b>	<b>19</b>
<b>FIRE Odor</b>	<b>4</b>
<b>FIRE Outside</b>	<b>6</b>
<b>FIRE Rubbish</b>	<b>3</b>
<b>FIRE Search</b>	<b>1</b>
<b>FIRE Smoke</b>	<b>1</b>
<b>FIRE Smoke Odor</b>	<b>1</b>
<b>FIRE Smoke Out</b>	<b>2</b>
<b>FIRE Standby</b>	<b>6</b>
<b>FIRE Structure</b>	<b>19</b>
<b>FIRE Utility</b>	<b>15</b>
<b>FIRE Vehicle</b>	<b>4</b>
<b>FIRE Washdown</b>	<b>1</b>
<b>FIRE Water Resc</b>	<b>9</b>
<b>Lockout</b>	<b>1</b>
<b>Open Burning</b>	<b>1</b>
<b>Overdose</b>	<b>2</b>
<b>PD Accident</b>	<b>1</b>
<b>PI Accident</b>	<b>52</b>
<b>Suicidal Subj</b>	<b>4</b>
<b>Suicide Attempt</b>	<b>2</b>
<b>Total for Year:</b>	<b>931</b>

**Town of Cedar Lake****Office of Building, Zoning, and Planning**

7408 Constitution Ave - PO Box 707 - Cedar Lake, IN 46303

Tel (219) 374-7000 - Fax (219) 374-8588

**Report of All New Construction Permits****1/1/2022 to 6/30/2022****Grouped by Month****New Construction Type****Permits by Month****January 2022**Residential New Construction Permits: **16**New Residential Construction Value: **\$3,887,995**New Construction Permits: **16** (2021 - 42)Total Value of Construction for January: **\$3,887,995****February 2022**Residential New Construction Permits: **34**New Residential Construction Value: **\$9,152,245**New Construction Permits: **34\*** (2021 - 11)Total Value of Construction for February: **\$9,152,245****March 2022**Residential New Construction Permits: **36**New Residential Construction Value: **\$8,487,980**Commercial New Construction Permits: **1**New Commercial Construction Value: **\$1,186,721**New Construction Permits: **37** (2021 - 45)Total Value of Construction for March: **\$9,674,701****April 2022**Residential New Construction Permits: **32**New Residential Construction Value: **\$7,880,630**New Construction Permits: **32** (2021 - 58)Total Value of Construction for April: **\$7,880,630****May 2022**Residential New Construction Permits: **33**New Residential Construction Value: **\$9,258,039**New Construction Permits: **33\*** (2021 - 23)Total Value of Construction for May: **\$9,258,039**



**June 2022**Residential New Construction Permits: **34**New Residential Construction Value: **\$8,649,380**New Construction Permits: **34** (2021 - 46 Res/1 Commercial)Total Value of Construction for June: **\$8,649,380**Total New Construction Permits: **186**Total Value of New Construction: **\$48,502,990**Total Residential New Construction Permits: **185**Total Value of New Residential Construction: **\$47,316,269**Total Commercial New Construction Permits: **1**Total Value of New Commercial Construction: **\$1,186,721**Total School New Construction Permits: **0**

Total Value of New School Construction:

## Town of Cedar Lake

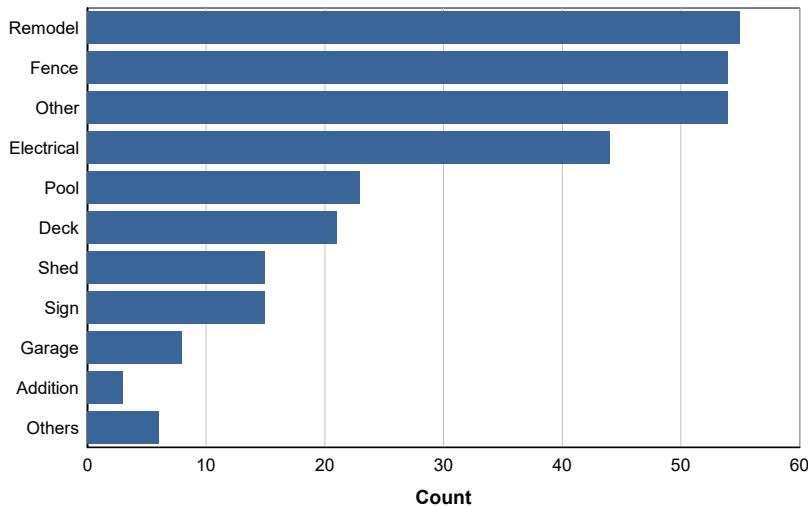
### Office of Building, Zoning, and Planning

7408 Constitution Ave - PO Box 707 - Cedar Lake, IN 46303

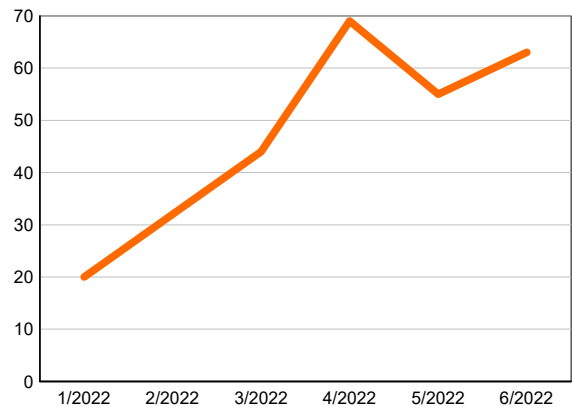
Tel (219) 374-7000 - Fax (219) 374-8588



## Report of All Other Permits 1/1/2022 to 6/30/2022 Grouped by Month



### Permits by Month



### January 2022

Other Residential Permits: 17

Other Commercial Permits: 1

Other Open Space Permits: 2

Total of Other Permits: 20\* (2021 - 17)

Other Residential Permits Value: \$288,222

Other Commercial Permits Value: \$1

Other Open Space Permits Value: \$6,500

Total Value of All Other Permits: \$294,723

### February 2022

Other Residential Permits: 25

Other Commercial Permits: 6

Other Church Permits: 1

Total of Other Permits: 32\* (2021 - 25)

Other Residential Permits Value: \$261,632

Other Commercial Permits Value: \$1,262,258

Other Church Permits Value: \$150,000

Total Value of All Other Permits: \$1,673,890

### March 2022

Other Residential Permits: 39

Other Commercial Permits: 3

Other School Permits: 1

Other Industrial Permits: 1

Total of Other Permits: 44\* (2021 - 25)

Other Residential Permits Value: \$455,025

Other Commercial Permits Value: \$12,690

Other School Permits Value: \$56,310

Other Industrial Permits Value: \$20,000

Total Value of All Other Permits: \$544,025

### April 2022

Other Residential Permits: 61

Other Commercial Permits: 7

Other Municipal Permits: 1

Total of Other Permits: 69 (2021 - 80)

Other Residential Permits Value: \$580,946

Other Commercial Permits Value: \$340,873

Other Municipal Permits Value: \$4,000

Total Value of All Other Permits: \$925,819

**May 2022**Other Residential Permits: **46**Other Commercial Permits: **7**Other School Permits: **1**Other Municipal Permits: **1**Total of Other Permits: **55** (2021 - 71)Other Residential Permits Value: **\$665,932**Other Commercial Permits Value: **\$1,419,650**Other School Permits Value: **\$15,275**Other Municipal Permits Value: **\$48,000**Total Value of All Other Permits: **\$2,148,857**

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**June 2022**Other Residential Permits: **53**Other Commercial Permits: **8**Other Open Space Permits: **2**Total of Other Permits: **63\*** (2021 - 62)Other Residential Permits Value: **\$500,049**Other Commercial Permits Value: **\$48,738**Other Open Space Permits Value: **\$8,025**Total Value of All Other Permits: **\$556,811**

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**Grand Total of Other Permits: 283****Grand Total Value of All Other Permits: \$6,144,125**





July 15, 2022

Town Council  
Town of Cedar Lake  
7408 Constitution Avenue  
P. O. Box 707  
Cedar Lake, Indiana 46303

Attention: Chris Salatas – Town Manager

Re: Town Engineer Report for July 19, 2022 Town Council Meeting  
(CBBEL Project No.: 060015.00001)

Dear Council Members:

This letter summarizes Christopher B. Burke Engineering, LLC (CBBEL) Town Engineer activities for reporting and action (as necessary) for the July 19, 2022 Town Council Meeting. This report covers activities for the period of June 15, 2022 through July 15, 2022.

### **1) Cedar Lake Dredging and Sediment Dewatering Facility Project**

Dyer Construction's subconsultant has begun clearing of the pipeline corridor. Dyer is currently coordinating flagging operations with the CSX railroad to begin the bore under the railroad. Excavation for the SDF will begin soon.

CBBEL is compiling contract documents with Dredge America, Inc. for the Stage 2 portion of the project. Dredging will not commence until 2023, but the pipeline may be installed later in the Fall or Winter in 2022.

### **2) MS4 Coordination**

CBBEL assisted the Town in responding to the three minor IDEM MS4 items noted in the IDEM Audit conducted on June 2, 2022. In a written response to IDEM on July 5, 2022, the Town confirmed to IDEM that completion of work activities related to stormwater system repairs are being tracked by Public Works staff, labels for containers being stored are visible to staff, and the replacement of the salt barn canvas roof is in progress. This closes out the 2022 IDEM Audit of Minimum Control Measures (MCMs) 1, 2, 3, and 6. The next audit cycle for these MS4 program components will be in approximately 4 years. However, IDEM will be scheduling audits for MCM 4 Construction Site Stormwater Runoff Management and MCM 5 Post-Construction Stormwater Runoff Management in the coming months. We will alert Town staff when these dates have been provided by IDEM.

### 3) NIRPC/State Legislature/INDOT/IDNR Updates

The TIP will include the east phase (Cline Roundabout to Town Hall) of the Lake Shore Drive Corridor project. This project will be included in the 2025-26 TIP, Year 2025 for \$2,189,125 and have an engineering/ROW component programmed into the 2022-26 TIP, Year 2023 for \$110,000. The construction estimate would be an 80/20 cost share. The revised 2022-26 was approved by the full NIRPC commission on April 15, 2021. INDOT official approved the TIP on June 17, 2022.

NIRPC summarized how funding from the new Infrastructure Bill will be funneled through the State's MPOs on the January 6<sup>th</sup> 3PC meeting call. The region is expecting an additional \$18 million to be appropriated through the FY2022 FAST Act legislation. NIRPC will most likely hold a Notice of Funding Availability (NOFA) this fall. The NOFA will have a focus on sidewalks through busy corridors.

### 4) Other Funding Opportunities

- **IDNR – Division of Outdoor Recreation, Next Level Trails Program:** IDNR – Division of Outdoor Recreation will administer the program in conjunction with INDOT. All non-motorized trail types are eligible, but consideration will be given to multi-use trail types. Eligible costs are trail construction, land acquisition, design and engineering, and basic trail amenities. The grant program requires an 80/20 match with minimum and maximum requests of \$200,000 and \$2 million, respectively. There will be \$10 million available for locally significant projects. More information can be found at <https://www.in.gov/dnr/outdoor/9800.htm>. Based on discussions with NIRPC, it is our understanding that this program will have an additional call later this year.

Appraisals were received from the Vale Appraisal Group on March 31<sup>st</sup> and American Valuation Appraisal Services in early June for parcels within the proposed the trail corridor. The next step would be to engage the landowners to receive signed letters of intent. The survey proposal with DVG for the 133<sup>rd</sup> Avenue corridor was executed on May 31<sup>st</sup>. The schedule is approximately 4 weeks to completion. We are still awaiting completion of the survey work.

- **Community Crossing Grant, 2022-1:** This project is the mill/re-surfacing and striping of 133<sup>rd</sup> Avenue through the Parrish Avenue intersection, west to the railroad tracks. The project was bid on June 30<sup>th</sup> with a bid opening scheduled for 10am on July 19<sup>th</sup>. This project must be awarded and under contract by August 19<sup>th</sup> to meet guidelines of the funding.
- **Community Crossing Grant, 2022-2:** The second call of this program opened on July 1<sup>st</sup>. The deadline was extended to August 31<sup>st</sup>. We are working with Town staff to identify projects based on available matching funds.
- **Railroad Grade Crossing Fund, INDOT: No Change.** The Town received the executed grant on November 24, 2021 for \$11,400.00. This funding will remove and replace railroad striping throughout Town. TMC was awarded this project and it will be completed this summer.
- **Community Development Block Grant (CDBG) – Lynnsway:** CBBEL is working with staff and H3 to compile the contract documents. After the contracts have been executed, we will set up a pre-construction meeting with the County CDBG staff,

Town staff, CBBEL, and H3.

- **Safe Streets and Roads for All:** This is an USDOT funding opportunity advertised in May 2022 that will most likely be administered by State MPOs as discussed at the NIRPC 3PC meeting. The SS4A grant is a product of the new infrastructure bill with applications due on September 15, 2022. This program provides funding for both planning and implementation (construction) of infrastructure and initiatives designed to prevent death and serious injury on roads and streets. More information can be found at <https://www.transportation.gov/grants/SS4A>.

## **5) Parrish Ave, Vermillion St/Hilltop St, Highland Subdivision (High Grove, Phase 2)**

Parrish Avenue: Roadway digout and stabilization concluded this week in Phase 1 limits. A majority of the curb was poured on July 14<sup>th</sup> with gaps maintained for drainage structures and some drive aprons to maintain access to elderly residents. Phase 2 should begin in approximately 2 weeks. The first pay application was provided to the Town on July 15<sup>th</sup>.

Highland Subdivision: Castings were adjusted to grade this past week. Landscaping is due to start the week of July 25<sup>th</sup>. Some minor fence adjustments and resetting of mailboxes will commence later this month. Residents were given the option to reset their existing mailbox or have new mailboxes furnished and installed. Surface asphalt will be placed with Vermillion/Hilltop surface asphalt. The second pay application was provided to the Town on July 15<sup>th</sup>.

Vermillion/Hilltop Streets: Michels relocation of NIPSCO gas mains was completed earlier this week. Milestone has been notified the corridor is free to begin this project. They will likely stay on Parrish Avenue in the immediate future and their storm sewer sub-consultant may begin underground work in the next few weeks depending on schedules.

## **6) Town Street Committee**

- Shades (East of Morse St and North of 141<sup>st</sup> Avenue): CBBEL was directed to finalize design of the subdivision roadway and storm sewer improvements for a possible inclusion in the 2023-1 CCMG call. The project will be phased to match Town budget constraints.
- 131<sup>st</sup> Place and Morse Street: CBBEL was directed to obtain survey costs for these two streets for possible improvements in 2023.

## **7) Redevelopment Commission**

CBBEL is completing the following projects for the Redevelopment Commission:

- 133<sup>rd</sup> Avenue/King Drive Intersection Safety Improvements (DES No. 2000023): *No Change.* CBBEL received notification from INDOT on May 5<sup>th</sup> stating the project has been submitted to Central Office for close-out pending a deduct payment by Milestone of \$738.40 for a failed emulsion test certification.
- Morse Street Corridor Pedestrian Path: Plan preparation is on-going. Project coordination will be required for the newly acquired Lighthouse well and potential future connections from Lakeside Subdivision. We are also working on cost estimates for extending watermain to the Town Hall parcel and the new/future safety



complex ahead of this project letting and schedule in 2025. We have also been directed to determine added cost to the project and feasibility to provide sidewalk on both sides of Morse Street, south of the Town Hall complex.

## 8) Plan Commission

CBBEL has been completing civil review and coordination activities for the following proposed developments:

- Silver Meadows PUD: *No Change*. CBBEL provided a review letter to the Applicant on February 17<sup>th</sup>.
- MacArthur Elementary School Expansion: The final plat submittal was provided to CBBEL on July 8<sup>th</sup>. CBBEL is currently reviewing the submittal.
- NYBY Commercial Development Preliminary Plat/Site Plan: The Applicant was contacted on July 8<sup>th</sup> via email to address small remaining items. We are waiting for a re-submittal to finalize our review.
- Beacon Pointe East, Unit 4: CBBEL provided a letter to the Applicant on July 15<sup>th</sup> regarding the final plat, Performance Letter of Credit values, inspection fee, and MS4 inspection fee.
- Dykstra's 1<sup>st</sup> Addition Preliminary Plat: CBBEL provided a letter to the Applicant on July 15<sup>th</sup> recommending approval.
- Development Standards Manual Update: CBBEL has begun updates to the DSM. This work will continue through 2022 in conjunction with the Subdivision Control Ordinance updates.

## 9) Stormwater Management Board

7513 W. 136<sup>th</sup> Lane, Woodland Shores: The landowner noted stormwater issues located on his property. The property is located in a low area of 136<sup>th</sup> Avenue with several small drain tiles servicing the area. It was recommended that the drain tiles and corresponding downstream storm sewer system be televised by Public Works. Depending on these results, CBBEL will prepare an existing conditions hydraulic model of the system utilizing survey from a 2007 roadway capital improvement project to determine existing capacity. **The revised plans and cost estimate were presented to the Storm Board at the June 14<sup>th</sup> meeting. The project was taken under advisement pending funding. No Change.**

9080 W. 129<sup>th</sup> Place, Woodland Hills Subdivision: It is our understanding that the Town is still reaching out to the western and eastern parcels for this project. CBBEL met with the central parcel owners on June 13<sup>th</sup> at their property. The homeowners were not interested in granting an easement along the rear portion of their lot. We will relocate proposed storm sewer pipe off their parcel, but assess the project is still viable. **No Change.**

Woods of Cedar Creek: Town staff has reviewed documentation on acquired easements prior to the Phase 1 project being completed. Three residents did not provide access before the Phase 1 project. Two of those parcels are under new ownership and staff will reach out to determine if a Phase 2 project is possible. **It is our understanding that this coordination is still ongoing.**

6425 W. 145<sup>th</sup> Avenue: CBBEL is currently evaluating a drainage concern this location at

the corner of Wheeler Street and 14<sup>th</sup> Avenue. CBBEL is scheduled to visit the site with the Director of Operations next week. A preliminary evaluation of tributary runoff was provided to Town staff on July 13<sup>th</sup>.

141<sup>st</sup> Place & Cottage Grove Avenue: CBBEL presented an evaluation of a poorly drained area along the inside radius of this curve. It appears an existing roadside ditch was buried and the existing storm sewer infrastructure is most likely clogged. CBBEL recommended that this area be excavated by Public Works to locate the existing storm sewer infrastructure and restore proper drainage.

50/50 Rearyard Drainage Program: CBBEL prepared draft guidelines for the board's review. The purpose of this program would allow for a cost share with the homeowner to install rearyard drainage in older pre-platted subdivisions with little to no existing storm sewer. The cost share would be capped at \$5,000 for the homeowner and costs above this cap would be incurred by the Town. No vote was made at the meeting. **No Change.**

Stormwater Master Plan: CBBEL is preparing a proposal for the completion of a Town-wide Stormwater Master Plan. This plan would include mapping of the Town's entire storm sewer network, identification of system problem areas, hydrologic/hydraulic modeling of specific areas, public participation meetings, and a final plan report detailing future projects and cost estimates. **This proposal will be presented to the Town later at a later date.**

## **10) Building Department**

CBBEL has been completing site plan and as-builts for individual lots. CBBEL has also been completing on-going development reviews in the following subdivisions/projects: Summer Winds, Summer Winds Plaza, Birchwood Farms, Rose Garden Estates, Ledgestone, Centennial, Centennial Villas/Estates, Beacon Pointe, Beacon East, Beacon West (Phase 5), Lakeside, Hanover Central Middle/Elementary School, Hanover Central High School Athletic Fields, Cedar Lake Storage, People's Bank, Lakeview Business Park, Great Oaks Storage, and Offshore Estates.

Kiwanis Dog Park: CBBEL is compiling contract documents based on the award to Traffic Control Specialists and Olson Construction. A pre-construction meeting will be scheduled once the contracts have been executed. CBBEL was also directed to obtain a survey proposal for Kiwanis, Woods of Cedar Creek, Lynnsway and Monastery Woods, North parks.

Ordinance Updates: CBBEL will be continuing updates to the Town's Development Standards Manual and Stormwater Ordinances throughout 2022. CBBEL will also update the Town's lighting inventory. CBBEL has been in contact with NIPSCO Electric about acquiring current lighting inventories for the Town. **No Change.**

Thank you for allowing us to provide you with these Town's engineering services. If you have any questions or concerns, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. C. Oliphant', with a stylized flourish at the end.

Donald C. Oliphant, PE, CFM, CPESC, CPMSM  
Civil Engineer

L060015 Council Report 071522.docx

CC:                   Town Manager  
                        Director of Operations  
                        Building Administrator  
                        Town Attorney

Attachments:      Project Status Report  
                        All Projects Schedule



# Town of Cedar Lake – Project Status Report

## Christopher B. Burke Engineering, LLC

updated 07/15/22

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
060015.00001	Town Council	n/a	Town Council Report for 07/19/22 meeting	Completed	07/15/22
060015.00002	Plan Commission	n/a	Plan Reviews & LOC Inspections	Plan Commission Meetings and Review of Plan Applications. See letter for details.	ongoing
060015.00003	Stormwater Management Board	n/a	Review and reporting concerning agenda action items	Reviewing items as requested and reporting status to Storm Board. See letter for details.	ongoing, as requested
060015.00006	Stormwater Cost of Services Study	n/a	ERU calculation review	Ongoing review of ERU calculations for parcels requested by Town.	ongoing, as requested
200323	Cedar Lake Dredging and Sediment Dewatering Facility Project	n/a	Construction Plans/Construction Observation	<p>Dyer Construction's subconsultant has begun clearing of the pipeline corridor. Dyer is currently coordinating flagging operations with the CSX railroad to begin the bore under the railroad. Excavation for the SDF will begin soon.</p> <p>CBBEL is compiling contract documents with Dredge America, Inc. for the Stage 2 portion of the project. Dredging will not commence until 2023, but the pipeline may be installed later in the Fall or Winter in 2022.</p> <p>– see 07/15/22 Council Report for details.</p>	ongoing
090043	MS4 Coordination	\$19,400 (annual)	MS4 Coordination Services & Development SESC	<p>CBBEL assisted the Town in responding to the three minor IDEM MS4 items noted in the IDEM Audit conducted on June 2, 2022. In a written response to IDEM on July 5, 2022, the Town confirmed to IDEM that completion of work activities related to stormwater system repairs are being tracked by Public Works staff, labels for containers being stored are visible to staff, and the replacement of the salt barn canvas roof is in progress. This closes out the 2022 IDEM Audit of Minimum Control Measures (MCMs) 1, 2, 3, and 6. The next audit cycle for these MS4 program components will be in approximately 4 years. However, IDEM will be scheduling audits for MCM 4 Construction Site Stormwater Runoff Management and MCM 5 Post-Construction Stormwater Runoff Management in the coming months. We will alert Town staff when these dates have been provided by IDEM.</p> <p>– see 07/15/22 Council Report for details.</p>	ongoing

# Town of Cedar Lake – Project Status Report

## Christopher B. Burke Engineering, LLC

updated 07/15/22

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
TBD	Parrish Ave, Vermillion St/Hilltop St, Highland Subdivision	\$238,000	Construction Observation	<p><u>Parrish Avenue:</u> Roadway digout and stabilization concluded this week in Phase 1 limits. A majority of the curb was poured on July 14<sup>th</sup> with gaps maintained for drainage structures and some drive aprons to maintain access to elderly residents. Phase 2 should begin in approximately 2 weeks. The first pay application was provided to the Town on July 15<sup>th</sup>.</p> <p><u>Highland Subdivision:</u> Castings were adjusted to grade this past week. Landscaping is due to start the week of July 25<sup>th</sup>. Some minor fence adjustments and resetting of mailboxes will commence later this month. Residents were given the option to reset their existing mailbox or have new mailboxes furnished and installed. Surface asphalt will be placed with Vermillion/Hilltop surface asphalt. The second pay application was provided to the Town on July 15<sup>th</sup>.</p> <p><u>Vermillion/Hilltop Streets:</u> Michels relocation of NIPSCO gas mains was completed earlier this week. Milestone has been notified the corridor is free to begin this project. They will likely stay on Parrish Avenue in the immediate future and their storm sewer sub-consultant may begin underground work in the next few weeks depending on schedules.</p> <p>– see 07/15/22 Council Report for details.</p>	ongoing
190146	133 <sup>rd</sup> Ave/King St	\$49,900	Construction Observation	<p><i>No Change.</i> CBBEL received notification from INDOT on May 5<sup>th</sup> stating the project has been submitted to Central Office for close-out pending a deduct payment by Milestone of \$738.40 for a failed emulsion test certification. – see 07/15/22 Council Report for details.</p>	ongoing

## Cedar Lake All Projects' Schedules

	2022												2023												2024													
	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12		
Vermillion/Hilltop and Highland Subdivision																																						
Construction																																						
Parrish Avenue																																						
Construction																																						
Stage 1 - Sediment Dewatering Facility																																						
Construction																																						
Stage 2 - Cedar Lake Dredging																																						
Construction																																						