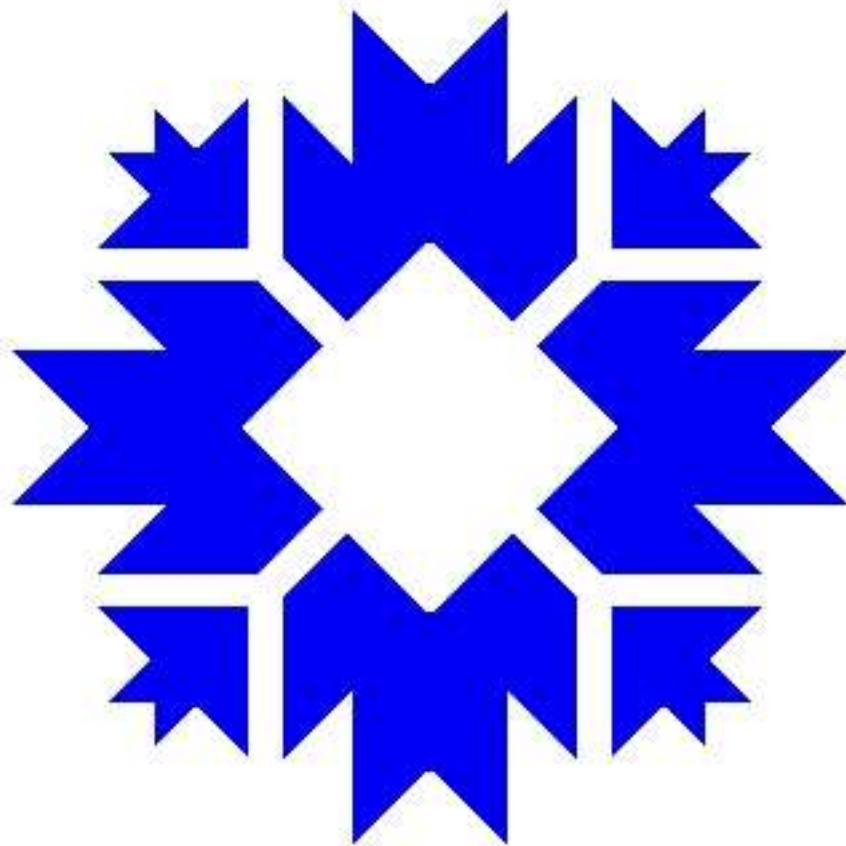


# **Board of Public Works Meeting**

**June 27, 2017**



**REVISED AGENDA  
BOARD OF PUBLIC WORKS**

**A Regular Meeting of the Board of Public Work to be held Tuesday, June 27, 2017 at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.**

- I. MESSAGES FROM BOARD MEMBERS**
- II. PETITIONS & REMONSTRANCES**
- III. CONSENT AGENDA**
  - 1. Approval of Minutes-June 13, 2017**
  - 2. Resolution 2017-51: Declare Surplus Property and Authorize City Auction**
  - 3. Resolution 2017-52: Use of Downtown Public Trees for the Wrapped in Love Event (October – March)**
  - 4. Approve the Addendum to 2016 Pavement Markings Agreement with Indiana Traffic Services**
  - 5. Approve the Outdoor Lighting Service Agreement with Duke Energy for the South Hampton Subdivision Streetlights**
  - 6. Approve Change Order #1 for 3<sup>rd</sup> St. /Woodscrest Dr.**
  - 7. Approval of Payroll Register**
- IV. NEW BUSINESS**
  - 1. Award Contract to E&B Paving, Inc. for Allen St./Walnut St. & 4th St./Rogers St. Intersection Improvements Construction**
  - 2. Approve the Memorandum of Understanding with Koppers for the Use of Public Right-of-Way for Construction at 10th St. and Jefferson St.**
  - 3. Request for Temporary Lane Restrictions and Sidewalk Closure from Indiana University at 7<sup>th</sup> St. and Indiana Ave.**
  - 4. Approve Change Order #5 For the Woodlawn Railroad Crossing Project**
  - 5. Approve the Engineering Service Agreement for the 4<sup>th</sup> St. Parking Garage Electrical Replacement Project**
- V. STAFF REPORTS & OTHER BUSINESS**
- VI. APPROVAL OF CLAIMS**
- VII. ADJOURNMENT**

**Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call 812-349-3410 or email [public.works@bloomington.in.gov](mailto:public.works@bloomington.in.gov).**

The Board of Public Works meeting was held on Tuesday, June 13, 2017 at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

**REGULAR MEETING  
OF THE BOARD OF  
PUBLIC WORKS**

Present: Kyla Cox Deckard  
Kelly Boatman  
Dana Palazzo

**ROLL CALL**

City Staff: Andrew Cibor – Planning and Transportation  
Daniel Backler – Planning and Transportation  
Roy Aten – Planning and Transportation  
Adam Wason – Public Works  
Jackie Moore – City Legal  
Christina Smith – Public Works  
Valerie Hosea – Public Works

None

**MESSAGES FROM  
BOARD MEMBERS**

None

**PETITIONS &  
REMONSTRANCES**

**OPEN SEALED BIDS**

Cox Deckard opened the sealed bids for the Allen Street/Walnut Street & 4th Street/Rogers Street Intersection Improvements Project. Bids were received from the following companies:

**Open Sealed Bids for  
the Allen Street/Walnut  
Street & 4th  
Street/Rogers Street  
Intersection  
Improvements Project**

- Milestone Contractors, L.P.: \$263,000
- Crider & Crider, Inc.: \$294,300
- E&B Paving, Inc.: \$243,400

Staff will review the bids and bring a recommendation back to the Board at a subsequent meeting.

1. Approval of Minutes-May 30, 2017
2. Request for Noise Permit for Orlando Pulse Remembrance and Community Picnic (Sunday, 6/25)
3. Resolution 2017-50: To Dispose of Surplus Personal

**CONSENT AGENDA**

Property Owned by the City of Bloomington

4. Approval of Payroll Register for 6/9/17 in the amount of \$400,609.66.

Palazzo made a motion to approve the items on the Consent Agenda. Boatman seconded. The motion passed. Consent Agenda approved.

## **NEW BUSINESS**

Andrew Cibor, with Planning and Transportation, presented the Plat Approval Phase 1, Section 2, for Summit Woods Subdivision. See meeting packet for further details.

### **Plat Approval Phase 1, Section 2, for Summit Woods Subdivision**

Boatman made a motion to approve the Plat Approval Phase 1 Section 2 for Summit Woods Subdivision. Palazzo seconded. The motion passed. Plat approved.

Daniel Backler, with Planning and Transportation, presented the Memorandum of Understanding with the Park South Development Team for Use of Public Right-of-Way for Construction at Hillside and Henderson. See meeting packet for further details.

### **Approve Memorandum of Understanding with the Park South Development Team for Use of Public Right-of-Way for Construction at Hillside Ave. and Henderson St.**

Boatman asked where pedestrians would cross.

Backler said they would cross Hillside, east of Templeton, using the temporary crosswalk.

Adam Wason, with Public Works, explained there are new pedestrian crossings from the east side to the west side of Henderson.

Cox Deckard asked if there will be signage indicating the upcoming closure.

Backler confirmed.

Boatman asked if pedestrians coming west on Hillside will they use the existing crosswalk on the south side of the road.

Backler confirmed.



Boatman asked if this will be completed before school starts.

Backler confirmed.

Boatman asked if there are any access issues for buses.

Backler said the bus stop would not be affected.

Palazzo made a motion to Award the Memorandum of Understanding with the Park South Development Team for Use of Public Right-of-Way for Construction at Hillside and Henderson. Boatman seconded. The motion passed. Memorandum approved.

Backler presented the Memorandum of Understanding with Weddle Brothers for Use of Public Right-of-Way for Construction. See meeting packet for further details.

**Approve Memorandum  
of Understanding with  
Weddle Brothers for  
Use of Public  
Right-of-Way for  
Construction**

Boatman asked if any adjacent affected properties were notified.

Jeff Becks, with Weddle Brothers, said they have not been notified yet. They will receive a notice pending the Board's approval.

Cox Deckard asked if there are access points that will be impacted.

Backler confirmed. However, they will be accessible.

Boatman asked if the house to the east and the business to the north will have access.

Backler confirmed.

Cox Deckard asked when the closures will go into effect.

Becks said each side will take about 5 weeks to complete. The long term closure will go into effect as soon as the Board gives their approval. He gave a brief description of the planned construction.

Cox Deckard asked about the impact of parking in the alley.

Becks explained it is a double-wide alley. It would be used for storage.

Wason explained that based on the street view, cars most likely should not park there.

Cox Deckard commented that typically it is required that the surrounding impacted property owners are notified before the Board gives approval of the closure. This allows for any minor adjustments to be discussed.

Palazzo added that this gives residents the opportunity to attend the public meeting and voice their concerns.

Boatman made a motion to approve the Memorandum of Understanding with Weddle Brothers for Use of Public Right-of-Way for Construction. Palazzo seconded. The motion passed. Memorandum approved.

Roy Aten, with Planning and Transportation, presented the Right-of-Way Dedication at 810 N. Woodlawn Ave. See meeting packet for further details.

**Right-of-Way  
Dedication at 810 N.  
Woodlawn Ave.**

Palazzo made a motion to approve the Right-of-Way Dedication at 810 N. Woodlawn Ave. Boatman seconded. The motion passed. Right-of-Way Dedication approved.

Aten presented Change Order #7 for the 17th St. and Arlington Rd. Project. See meeting packet for further details.

**Approve Change Order  
#7 for the 17th St. and  
Arlington Rd. Project**

Cox Deckard commented that this is a part of a statewide review.

Boatman made a motion to approve Change Order #7 17th St. and Arlington Rd. Project. Palazzo seconded. The motion passed. Change Order approved.

Aten presented Change Order #8 for the 17th St. and Arlington Rd. Project. See meeting packet for further details.

**Approve Change Order  
#8 for the 17<sup>th</sup> St. and  
Arlington Rd. Project**

Boatman asked if the project is complete now.

Aten confirmed. However, it will be under audit for a few years.

Palazzo made a motion to approve Change Order #8 for the 17th St. and Arlington Rd. Project. Boatman seconded. The motion passed. Change Order approved.

Wason presented the Addendum to the Agreement with Kirkwood Design Studio for the Animal Care and Control Additions and Renovations Project. See meeting packet for further details.

Boatman asked if the contractors have been paid for this project already.

Wason explained a portion of this relates to the design (about \$8,600), and the construction oversight that will occur in the Fall. Some of the design was done knowing that there would not be additional compensation. He added there will be some significant remodeling to the space. This change allows us to incorporate the current facility in a manner that is beneficial to staff and the animals.

Boatman made a motion to approve the Addendum to Agreement with Kirkwood Design Studio for the Animal Care and Control Additions and Renovations Project. Palazzo seconded. The motion passed. Addendum approved.

Wason presented the request for the Purchase and Installation of Electric Vehicle Charging Stations at the Walnut St. and Morton St. Garages. See meeting packet for further details.

Boatman asked if the price is combined.

Wason confirmed.

**Approve Addendum to the Agreement with Kirkwood Design Studio for the Animal Care and Control Additions and Renovations Project**

**Approve the Purchase and Installation of Electric Vehicle Charging Stations at the Walnut St. and Morton St. Garages**

Boatman asked how much the current charging stations are used.

Wason will provide the data to the Board.

Cox Deckard asked if EV Connect provides service for the current stations.

Wason said they will not.

Palazzo made a motion to approve the request for Purchase and Installation of Electric Vehicle Charging Stations at the Walnut St. and Morton St. Garages. Boatman seconded. The motion passed. Agreement approved.

Wason provided the following announcements:

- Sanitation Automation: This is the final week to submit cart selection surveys. They are due on June 18<sup>th</sup>. Please call Public Works staff with any questions at (812) 349-3410.
- Construction: Please be cautious when driving through construction zones.
- Animal Shelter Renovations: The shelter is still open during the construction. Any closures will be reported on the shelter's Facebook page.
- City Website migration: The City's website is transiting to its Alpha version. There may be temporary downtimes during this process.

**STAFF REPORTS &  
OTHER BUSINESS**

Boatman moved to approve the Claims Register for 5/15/17-6/16/17 in the amount of \$2,219,180.78. Boatman seconded the motion. The motion passed. Claims approved.

**APPROVAL OF  
CLAIMS**

Cox Deckard called for adjournment. Meeting adjourned at 6:17 p.m.

**ADJOURNMENT**

Accepted by:

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BPW 6-13-17

Kyla Cox Deckard, President

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Kelly Boatman, Vice-president

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Dana Palazzo, Secretary

Date:

Attest to:



## Board of Public Works Staff Report

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**Project/Event:** Declare Surplus Property and Authorize Auction  
**Petitioner/Representative:** City Departments  
**Staff Representative:** Mike Young / Lisa Lazell  
**Date:** June 27, 2017

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**Report:** Our Fleet Maintenance Division has compiled a list of various vehicles, equipment and miscellaneous items that are no longer in use by City Departments. The auction is scheduled for 10:00 a.m., Saturday, July 15<sup>th</sup> at the Frank Southern Ice Arena.

We are asking the Board to declare these items “surplus property” and authorize them to be sold at a public auction.

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**Recommendation and Supporting Justification:**

Recommend  Approval  Denial by: *Mike Young / Lisa Lazell*

**RESOLUTION 2017-51  
CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS  
SURPLUS PROPERTY**

WHEREAS, in accordance with the provisions of Indiana Code § 5-22-22, the City of Bloomington Board of Public Works, as authorized purchasing agent for the City of Bloomington, may determine that personal property that is no longer needed or is unfit for the purpose for which it was intended may be declared surplus; and,

WHEREAS, the City of Bloomington owns various vehicles and equipment which is no longer used for various reasons such as cost to repair, being outdated, or parts of things that we no longer have, or items have been replaced with more energy efficient versions; and

WHEREAS, pursuant to Indiana Code § 5-22-22-5, a purchasing agency may sell surplus personal property by public auction; and,

WHEREAS, the City of Bloomington Board of Public Works wishes to sell the property in accordance with the procedures set forth in Indiana Code § 5-22-22;

BE IT RESOLVED, that the City of Bloomington Board of Public Works hereby finds that the vehicles and equipment attached to this resolution as “Attachment A” are hereby deemed surplus, and further authorizes staff to conduct a public auction to sale of such vehicles and equipment.

ALL OF WHICH IS RESOLVED this \_\_\_\_\_ day of June, 2017.

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS:**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Kelly M. Boatman

\_\_\_\_\_  
Dana Palazzo

Auction Item List

UNIT #	ITEM	DESCRIPTION	YEAR	MAKE	MODEL	VIN	DEPT	ASSET TAG
929	VEHICLE	VAN	2010	FORD	E-350	1FTSE3EL2ADA51315	ANIMAL CO	
	MISC	INCUBATOR					BLUCHER	
	MISC	24X18 BLK FRAME GREY PUSH PIN BOARD					CFRD	
	MISC	3 EA METAL BOOKENDS VARIOUS SIZES					CFRD	
	MISC	35 EA CLOTHES PINS					CFRD	
	MISC	4 EA VHS VIDEO CASES					CFRD	
	MISC	CALL LOG-100PGS					CFRD	
	MISC	NIKON MH-63 BATTERY CHARGER					CFRD	
	MISC	PHOTO ALBUM -4X6					CFRD	
	MISC	SMALL PLASTIC L- BRACKET					CFRD	
	office	2 EA BUSINESS ROLADEX					CFRD	
	office	2 EA C90 RECORDING CASSETTE TAPES					CFRD	
	office	2 EA PLANTRONIC HEADSET MODEL S10					CFRD	
	office	4 EA D90 RECORDING CASSETTE TAPES					CFRD	
	office	4- HOLE PUNCH					CFRD	
	office	5 EA 2HD DISKETTES					CFRD	
	office	ACCO 3- HOLE PUNCH					CFRD	
	office	DESK ORGANIZER					CFRD	
	office	DR-1 RECORDING CASSETTE TAPE					CFRD	
	office	ELECTRIC PENCIL SHARPENER					CFRD	
	office	SWINGLINE HEAVY DUTY STAPLER					CFRD	
	office	SPIRAL BINDER SUPPLIES					ECON	
	MISC	21" PANASONIC TV					FACILITIES	
	MISC	2EA 27" RCA TV					FACILITIES	
	MISC	2EA SAMSUNG DVD/VCR					FACILITIES	
	MISC	3 EA ROLLING CARTS 32x20x44					FACILITIES	
	MISC	5 EA LOCKERS					FACILITIES	
	MISC	6EA 4' 4 TUBE DROP IN CEILING LIGHTS					FACILITIES	
	MISC	ROLLING CART 32x18x34 2DOORS W/SHELF WOOD					FACILITIES	
	ELETRONICS	TOSHIBA VCR					FACILITIES	
	MISC	ZENITH VCR					FACILITIES	
	office	10-20 WOODEN LIBRARY CHAIRS					FACILITIES	
	office	15 DRAWER MAP FILE CABNET W/BASE IN 3 PCS					FACILITIES	
	office	2 DRAWER LETTER FILE CABNET WOOD					FACILITIES	
	office	20-25 METAL FOLDING CHAIRS					FACILITIES	
	office	2EA 4 DRAWER LEGAL FILE CABNETS					FACILITIES	
	office	2EA 4'x8' CONFERENCE TABLES					FACILITIES	
	office	2EA TABLE TOP DISPLAY UNITS					FACILITIES	
	office	2EA WAITING ROOM CHAIRS					FACILITIES	
	office	3EA 4 DRAWER LETTER FILE CABNETS					FACILITIES	
	office	6EA WOODEN DESKS					FACILITIES	
	office	6'x 30" TABLE					FACILITIES	
	office	DRAFTING TABLE					FACILITIES	
	office	LITE DRAFTING TABLE					FACILITIES	
	office	METAL DESK					FACILITIES	
	office	STANDING COMPUTER DESK					FACILITIES	
	OUTDOOR	4EA CIGARETTE BUTT RECEPTALS					FACILITIES	
	MISC	Air Compressor					Fire	
	MISC	APPX 100 HEADS UP DISPLAYS					FIRE	
	MISC	APPX 100 MASKS					FIRE	
	MISC	APPX 100 VOICE AMPLIFIERS					FIRE	
	MISC	APPX 56 AIR PACKS					FIRE	
	MISC	APPX 90 AIR BOTTLES					FIRE	
	MISC	Box of Flashlights and misc					Fire	
	MISC	Empty Pelican case					Fire	
	MISC	Gas Powered Hyd Power unit					Fire	
	MISC	Hand Pump Hydraulic tools in a box					Fire	
	MISC	Light					Fire	
	MISC	Misc Old Nozzles and fittings					Fire	



Auction Item List

UNIT #	ITEM	DESCRIPTION	YEAR	MAKE	MODEL	VIN	DEPT	ASSET TAG
	OUTDOOR	2 EA Gas Grill					Fire	
	SPORTS	3 EA TREADMILLS					FIRE	
	SPORTS	Elliptical					Fire	
	VEHICLE	Fire Truck	1986	Mack	MC600	1M2H125C6GM001182	Fire	
351	VEHICLE	Small Pick - up	2002	GMC	SONOMA	1GTDT13W22K128973	Fire	
355	VEHICLE	Small Pick - up	2001	CHEV	S-10 4X4	1GCDT19W018215709	Fire	
350	VEHICLE	SUV	2004	GMC	YUKON XL	3GKGK26U14G258855	Fire	
	AUTO	12 TON BOTTLE JACK					FLEET	
	AUTO	12 TON HYD PRESS					FLEET	
	AUTO	2 EA TRUCK LEAF SPRINGS					FLEET	
	AUTO	2 EA VEEDER ROOT TLS-300 TANK MONITOR CONSOLES					FLEET	
	AUTO	4 EA 235/85R16 TIRES ON 8 LUG WHEELS					FLEET	
	AUTO	5 EA TRUCK BUMPERS					FLEET	
	AUTO	AIR/HYD JACK					FLEET	
	AUTO	AIR/HYD JACK					FLEET	
	AUTO	EATON AUTOMATIC TRANS SHIFTER					FLEET	
	AUTO	ES2500 BOOSTER PACK					FLEET	
	AUTO	FLOOR JACK LINCOLN					FLEET	
	AUTO	HYD FLOOR JACK OTC					FLEET	
	AUTO	LOT OF ELGIN SWEEPER PARTS					FLEET	
	AUTO	LOT OF MISC LIGHT BAR PARTS					FLEET	
	AUTO	LOT OF MISC VEHICAL PARTS NOT BOXED OR TAGGED					FLEET	
	AUTO	LOT OF SANITATION TRUCK PARTS					FLEET	
	AUTO	LOT OF USED AUTOMOTIVE LIGHTING PARTS					FLEET	
	AUTO	NON-WORKING THERMAL DYNAMICS PLASMA CUTTER					FLEET	
	AUTO	OTC 7146 CARB SERVICE TOOL					FLEET	
	AUTO	OTC 7232 CARB SERVICE TOOL					FLEET	
	AUTO	PARTS WASHER					FLEET	
	AUTO	PRESSURIZED BRAKE BLEEDER					FLEET	
	AUTO	RIKEN GP 460 EXHAUST GAS INDICATOR					FLEET	
	AUTO	STARTER				028006-393	FLEET	
	AUTO	TRANSMISSION JACK					FLEET	
	AUTO	USED TIRES NIT MARKED					FLEET	
	AUTO	AIR/HYD JACK					FLEET	
	AUTO	BOBCAT TIRE TRACK STRECHER					FLEET	
	AUTO	FLOOR JACK					FLEET	
	AUTO	HYD FLOOR JACK OTC					FLEET	
	MISC	2 BOXES OF SHOP REPAIR MANUALS					FLEET	
	MISC	2 EA 12VLT STROBES ON METAL STAND					FLEET	
	MISC	2 EA COCOA MATS				13793	FLEET	
	MISC	2 EA PAVER TIRES ON WHEELS CEDAR RAPIDS					FLEET	
	MISC	4 EA USED SWEEPER BROOMS					FLEET	
	MISC	CREEPER SEAT					FLEET	
	MISC	EVERHOT BRANDING IRON					FLEET	
	MISC	LOT MISC MIRROR BRACKETS					FLEET	
	MISC	LOT OF DOOR LOCK SET					FLEET	
	MISC	LOT OF FIRE EXTINGUISHERS					FLEET	
	MISC	LOT OF OFFICE DÉCOR					FLEET	
	MISC	LOT OF REPAIR MANUALS					FLEET	
	MISC	LOT OF ROOT PLOW PARTS					FLEET	
	MISC	LOT OF SCHOOL BUS LIGHTS					FLEET	
	MISC	LOT OF SCREW JACKS AND LIC PLATE BRK					FLEET	
	MISC	LOT OF USED BRAKE HARDWARE					FLEET	
	MISC	LOT OF USED BRASS FIRE TRUCK VALVES					FLEET	
	MISC	LOT OF USED MISC BRACKETS					FLEET	
	MISC	LOT OF USED STREET SWEEPER PARTS					FLEET	

Auction Item List

UNIT #	ITEM	DESCRIPTION	YEAR	MAKE	MODEL	VIN	DEPT	ASSET TAG
	MISC	LOT OF WINTER WARRIOR WINDSHIELD COVERS					FLEET	
	MISC	LOT STREGL SWEEPER PARTS					FLEET	
	MISC	MOTOR VAC CARBON CLEANER					FLEET	
	MISC	NEW BUT DEFECTIVE SWEEPER MAIN BROOM					FLEET	
	MISC	POLICE CAR LIGHT BAR ROTATING					FLEET	
	MISC	TRAILER HITCH					FLEET	
	office	CASIO DR-250 HD CALCULATOR					FLEET	
	office	MICROFICH PROJECTOR					FLEET	
	office	CANON COPIER IR5070				SLQ20044	ITS	
	office	CANON IR1630 COPIER				JRK20248	ITS	
	office	CANON IR2270 COPIER				SLH35374	ITS	
	office	CANON IR3300 COPIER				V8305100903	ITS	
	office	CANON IR5070 COPIER				85489726	ITS	
	office	RICOH 3025 COPIER				K8565101794	ITS	
	office	RICOH 3351 COPIER				V8305100821	ITS	
	office	RICOH 6001 COPIER				V6905300353	ITS	
	office	RICOH 6001 COPIER				V6905300728	ITS	
	office	RICOH 6001 COPIER				V6905800405	ITS	
	office	SHARP AR-M207 COPIER				55011261	ITS	
	office	TOSHIBA 203 SD COPIER				CS1950608	ITS	
	office	TOSHIBA 203 SD COPIER				CY192449	ITS	
	office	TOSHIBA 6550C COPIER				CLF211579	ITS	
	office	TOSHIBA COPIER 167				CW1984630	ITS	
	office	TOSHIBA COPIER 2330C				C1B919160	ITS	
	MISC	2 EA BRIEFCASES					LEGAL	
	MISC	DESK TOP SUPPLIES					LEGAL	
	office	CALCULATOR					LEGAL	
	office	FAX MACHINE					LEGAL	
	office	SHREDDER					LEGAL	
	office	TYPEWRITER					LEGAL	
	EQUIP	3.5' BOX BLADE					PARK OP	
	EQUIP	6' GRADE BLADE					PARK OP	
893	VEH /EQUIP	BARK BLOWER	2001	FINN	TR-605	1F9CS18241F135017	PARK OP	
	EQUIP	HAMMER KNIFE MOWER				#02658	PARK OP	
	office	BEIGE 4-DRAWER LETTER SIZE FILE CABNET					PARK OP	
	office	BLK 4-DRAWER LEGAL SIZE FILE CABNET					PARK OP	
	office	BLUEPRINT COPIER				#20479	PARK OP	
	OUTDOOR	2EA WOOD CHAIRS					PARK OP	
	OUTDOOR	3EA METAL CHAIRS					PARK OP	
	OUTDOOR	62EA CONCRETE PLANTERS MIXED SIZES AND MATERIAL					PARK OP	
	OUTDOOR	7 EA BICYCLES					PARK OP	
	OUTDOOR	WASTE HOLDING TANK					PARK OP	
180	VEHICLE	SEDAN	2004	FORD	TAURUS	1FAFP53U94A159834	PARKING	
182	VEHICLE	SEDAN	2007	FORD	TAURUS	1FAFP53U17A186773	PARKING	
202	VEHICLE	SMALL TRK	2000	CHEV	S-10	1GCCS1457YK243050	PARKING	
241	VEHICLE	SMALL TRK	2002	CHEV	S-10	1GCCS145428231474	PARKING	
	MISC	SAMSUNG BIG SCREEN TV					PARKS REC	
848	VEHICLE	TRUCK	1989	GMC	AERIAL	1GDM7D1G1KV520760	PARKS REC	
877	VEHICLE	TRUCK	1996	GMC	K3500	1GDHK34F7TZ544410	PARKS REC	
862	VEHICLE	UTILITY BD	1993	GMC	1.5 TON	1GDKC34F2PJ516618	PARKS REC	
Z128	VEHICLE	POLICE SEDAN	2011	FORD	CROWN VIC	2FABP7BV9BX127782	POLICE	
Z139	VEHICLE	VAN	2003	DODGE	CARAVAN	1D4GP25373B201124	POLICE	
201	VEHICLE	ELECTRIC CAR	2007	GEM	EL	5ASAK27497F045136	PW	
	MISC	BINE GROWTH MEDICAL DEVICE					RISK	
	TRAINING	8 of 10 near complete adult mannequins					RISK	
	TRAINING	1/2 TORSO CPR MANNEQUIN					RISK	
	TRAINING	CHILD/ INFANT CPR MANNEQUINS					RISK	

### Auction Item List

UNIT #	ITEM	DESCRIPTION	YEAR	MAKE	MODEL	VIN	DEPT	ASSET TAG
955	VEHICLE	SANITATION TRUCK	2001	PETERBILT	PACKER	1NPZL00X11D713004	SAN	
	EQUIP	2' BACKHOE BUCKET DAMAGED					STREET	
	EQUIP	OLD LOADER BUCKET NOT 4 IN 1					STREET	
	EQUIP	POST HOLE DIGGER FOR BOBCAT ATTACH W/2 AUGARS					STREET	
	MISC	1 PALLET OF OLD SIGNS					STREET	
	MISC	3EA USED MAIN BROOMS					STREET	
	MISC	4EA SIGN STANDS					STREET	
	MISC	GERBER EDGE FT (SIGN PRINTER)					STREET	
	MISC	RURAL KING TRUCK BOX					STREET	
	MISC	SKIDRIL GAS JACK HAMMER					STREET	
	MISC	STEEL POST DRIVER					STREET	
	MISC	TITAN TRASH PUMP					STREET	
	MISC	WEEDEATER LEAF BLOWER					STREET	
	MISC	WHEELHORSE SNOW BLADE					STREET	
	MISC	WHITE LEER CAMPER SHELL					STREET	
	office	2 EA WOODEN DESKS					STREET	
	OUTDOOR	ASSORTMENT OF PLASTIC CONCRETE FORMS					STREET	
4151	VEHICLE	1/2 TON PICKUP	2006	CHEV	K1500 HYB	1GCEK19T96Z217697	STREET	
412	VEHICLE	3/4 TON PICKUP	2001	GMC	K2500HD	1GTGK29U01Z250166	STREET	
4191	VEHICLE	3/4 TON PICKUP	1997	FORD	F250 4X4	1FTHF26H9VEC41642	STREET	
448	VEHICLE	BACKHOE	1993	JD	410D	T0410DB794562	STREET	
455	VEHICLE	LOADER	1998	JD	TC54H	DWTC54H564093	STREET	
453	VEHICLE	PAVER	2007	EDAR RAPID	CR352	60433	STREET	
460	VEHICLE	SWEEPER	2000	ELGIN	PELICAN	P3276D	STREET	
425	VEHICLE	TANDEM DUMP	2001	RIEGHTLINE	FL80	1FVHBXBS71HJ94344	STREET	
4231	VEHICLE	TANDEM DUMP	2000	VOLVO	TANDEM	4V5JC2HE3YN869410	STREET	
4301	VEHICLE	TANDEM DUMP	2000	VOLVO	TANDEM AXLE	4V5JC2HE5YN869411	STREET	
	EQUIP	GEO OLCOTT CO SANDBLASTER				CBU#10115/11372	UTILITES	
622	VEH/EQUIP	TRAILER	1999	R/S	DUMP TRL	1R9024209X0012105	UTILITES	
	MISC	2EA DUAL SPEAKERS					UTILITES	
	MISC	2EA MOTOALA HAND HELD 2-WAY RADIO				RR10WKX16DW/RR10WKX16FC	UTILITES	
	MISC	2EA MSA DOCKING STATIONS					UTILITES	
	MISC	2EA MSA GAS MONITOR EQUIPMENT				10010164	UTILITES	
	MISC	2EA MSA HAND HELD POUCHES					UTILITES	
	MISC	2EA ORACLE BOOKS					UTILITES	
	MISC	3 EA SHURE 6" MIC STANDS					UTILITES	
	MISC	4EA HAND HELD 2-WAY RADIO STATION CHARGER 3/4 HAVE BOTH RADIOS					UTILITES	
	MISC	4EA MSA FAST CHAGERS W/CABLES					UTILITES	
	MISC	4EA PASSPORT BATTERIES					UTILITES	
	MISC	5'RD FOLDING TABLE					UTILITES	
	MISC	AC WALL CELL PHONE CHRGRS 43EA					UTILITES	
	MISC	AC/DC PORTABLE CASSETTE PLAYER					UTILITES	
	MISC	ACE SURGE PROTECTOR					UTILITES	
	MISC	ARMY COTS GREEN					UTILITES	
	MISC	AUDIOVOX 14 CHANNEL HAND HELD 2-WAY RADIO 2EA				909131198/909131489	UTILITES	
	MISC	BADGER METER 4"-6"				90602041	UTILITES	
	MISC	BAG OF CALIBRATION HOSES					UTILITES	
	MISC	BASKET OF PILLOWS					UTILITES	
	MISC	BOTTLE OF ROLL-ON STAMP PAD INK					UTILITES	
	MISC	BOX OF MISC CHRISTMAS DÉCOR					UTILITES	
	MISC	BOX OF MISC HALLOWEEN DÉCOR					UTILITES	
	MISC	BOX OF WOOL BLANKETS					UTILITES	
	MISC	CALIBRATION GAS TANK (RED TOTE)				120372	UTILITES	
	MISC	CALIBRATION GAS TANK (RED TOTE)				A269-11	UTILITES	
	MISC	CALIBRATION GAS TANK (RED TOTE)				120373	UTILITES	
	MISC	CAR CELL PHONE HOLDER					UTILITES	
	MISC	COBRA HAND HELD 2-WAY RADIO				L204027427	UTILITES	

Auction Item List

UNIT #	ITEM	DESCRIPTION	YEAR	MAKE	MODEL	VIN	DEPT	ASSET TAG
	MISC	cpi 2-way radio base				2280200	UTILITES	
	MISC	CPI RADIO BASE				11060199	UTILITES	
	MISC	CPI RADIO BASE				11060099	UTILITES	
	MISC	DC CAR CELL PHONE CHARGERS 25EA					UTILITES	
	MISC	FIVESTAR PERSONAL ALARM				G8-19058-H02	UTILITES	
	MISC	FIVESTAR PERSONAL ALARM				G8-18049-C02	UTILITES	
	MISC	FIVESTAR PERSONAL ALARM				G8-18034-C02	UTILITES	
	MISC	FIVESTAR PERSONAL ALARM				G8-17874-B02	UTILITES	
	MISC	GE TV 19"				B203DD21H	UTILITES	
	MISC	JAMECO CHARGER/TRANSFORMER					UTILITES	
	MISC	MACKI INDUSTRIAL SPEAKER				DE36299	UTILITES	
	MISC	MACKI/SHURE LX SOUND SYS				MZ000112660224	UTILITES	
	MISC	MAGNAVOX TV-VCR COMBO				17624225	UTILITES	
	MISC	makita drill w/charger 5 ea batteries					UTILITES	
	MISC	MARANTZ CD RECORDER				MZ000232010010	UTILITES	
	MISC	MESH METAL PAPER RACK BLK					UTILITES	
	MISC	METAL BOOK ENDS RED					UTILITES	
	MISC	METERON BOULDER, CO SPECTRUM 175 METER				96-1339-150	UTILITES	
	MISC	MIC CORDS					UTILITES	
	MISC	MIC STAND PARTS NO NAME					UTILITES	
	MISC	MISC OFFICE SUPPLIES					UTILITES	
	MISC	MSA CHARGER				135835-L3	UTILITES	
	MISC	MSA CONTROL CENTER				A1-1123-C97	UTILITES	
	MISC	MSA TIM CONTROL CENTER				A1-1041-K96	UTILITES	
	MISC	MSA TIM CONTROL CENTER				A1-1039-K96	UTILITES	
	MISC	NADY HT-10 CORDLESS MIC					UTILITES	
	MISC	PANASONIC TOWER CARTRIDGE					UTILITES	
	MISC	PASSPORT FIVESTAR PERSONAL ALARM(GREEN TOTE)				G8-11859-500	UTILITES	
	MISC	PASSPORT FIVESTAR PERSONAL ALARM(GREEN TOTE)				G8-18043-C02	UTILITES	
	MISC	PASSPORT FIVESTAR PERSONAL ALARM(GREEN TOTE)				G8-18154-C02	UTILITES	
	MISC	PASSPORT FIVESTAR PERSONAL ALARM(GREEN TOTE)				G8-18052-C02	UTILITES	
	MISC	PASSPORT FIVESTAR PERSONAL ALARM(GREEN TOTE)				G8-18027-C02	UTILITES	
	MISC	PASSPORT FIVESTAR PERSONAL ALARM(GREEN TOTE)				G8-18045-C02	UTILITES	
	MISC	PLASTIC PAPER TOWER 2 SECTIONS					UTILITES	
	MISC	PLASTIC WATER BOTTLE					UTILITES	
	MISC	ROUND MOUSE PAD					UTILITES	
	MISC	SAFE AT WASHINGTON ST					UTILITES	
	MISC	SAFETY DATA SHEET BINDER					UTILITES	
	MISC	SELF INKING STAMP "FILE COPY"					UTILITES	
	MISC	SELF INKING STAMP CHARGE CARD 2EA					UTILITES	
	MISC	SELF INKING STAMP DATE RECEIVED/TRADE					UTILITES	
	MISC	SELF INKING STAMP ENTERED					UTILITES	
	MISC	SELF INKING STAMP FAX/TO/FAX					UTILITES	
	MISC	SELF INKING STAMP FAXED 2EA					UTILITES	
	MISC	SELF INKING STAMP FYI					UTILITES	
	MISC	SELF INKING STAMP GOODS/SERVICES RECEIVED 2EA					UTILITES	
	MISC	SELF INKING STAMP ORDER COMPLETE					UTILITES	
	MISC	SELF INKING STAMP RETURNED /DATA/ PURCHASE DEPT					UTILITES	
	MISC	SELF INKING STAMP SCANNED					UTILITES	
	MISC	SELF INKING STAMP SENT TO BE TYPED ON					UTILITES	
	MISC	SELF INKING STAMP VOID					UTILITES	

Auction Item List

UNIT #	ITEM	DESCRIPTION	YEAR	MAKE	MODEL	VIN	DEPT	ASSET TAG
	MISC	SENSUS 5/8" METER SRII				55311741	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311739	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311736	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311738	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311718	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311719	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311720	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311721	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311722	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311723	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311724	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311725	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311726	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311727	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311728	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311729	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311706	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311707	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311708	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311709	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311710	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311711	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311712	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311713	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311714	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311715	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311716	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311717	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311730	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311731	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311732	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311733	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311734	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311735	UTILITES	
	MISC	SHURE SM 58 MIC DD4T2 WIRELESS CERTRON AUDIO CASSETTE EARSER 4EA					UTILITES	
	MISC	SMALL BLUE WATER TRANSFER TANK					UTILITES	
	MISC	SMALL GAS DETECTOR CASE ORANGE					UTILITES	
	MISC	SMALL PAPER RACK BLK					UTILITES	
	MISC	SPECO MHL-1 MIC					UTILITES	
	MISC	THERMAL CALCULATOR ROLLS FOR CC MACHIINE 2-1/4x 85'					UTILITES	
	MISC	VERTEX STANDARD BRAND TWO WAY VEHICLE RADIO WITH MIC				4B2Q231455	UTILITES	
	MISC	VERTEX STANDARD BRAND TWO WAY VEHICLE RADIO WITH MIC				4B2B994027	UTILITES	
	MISC	VERTEX STANDARD BRAND TWO WAY VEHICLE RADIO WITH MIC				4B2B960475	UTILITES	
	MISC	VERTEX STANDARD BRAND TWO WAY VEHICLE RADIO WITH MIC				4B2Q031451	UTILITES	
	MISC	VERTEX STANDARD BRAND TWO WAY VEHICLE RADIO WITH MIC				4B2B934922	UTILITES	
	MISC	VERTEX STANDARD BRAND TWO WAY VEHICLE RADIO WITH MIC				4B2B966480	UTILITES	
	MISC	VERTEX STANDARD BRAND TWO WAY VEHICLE RADIO WITH MIC				4B2B934910	UTILITES	
	MISC	VERTEX STANDARD BRAND TWO WAY VEHICLE RADIO WITH MIC				4B2Q031293	UTILITES	
	MISC	WINDOW PANE					UTILITES	
	MISC	WIRE PAPER RACK YELLOW					UTILITES	
	MISC	WIRES					UTILITES	

## Auction Item List

UNIT #	ITEM	DESCRIPTION	YEAR	MAKE	MODEL	VIN	DEPT	ASSET TAG
	office	2EA PLANTRONICS TELEPHONE HEADSET AMP					UTILITES	
	office	CANON CALCULATOR CP 1460D				D2004598	UTILITES	
	office	CHICAGO FILE CABN 7 DRAWERS 2EA BEIGE					UTILITES	
	office	DIGITAL IMAGER				B013686	UTILITES	
	office	HL10 TELPHONE HANDSET LIFTERW/ACC KIT					UTILITES	
	office	IBM ELECTRIC TYPEWRITER				13416603060841	UTILITES	
	office	KODAK CAROUSEL PROJECTOR				4213	UTILITES	
	office	LXI VCR				70609095	UTILITES	
	office	MALTRON ONR-HANDED KEYBOARD				10976	UTILITES	
	office	MITSUBISHI VCR				002492M	UTILITES	
	office	PANASONIC CAMCORDER VHS				K9WA1864O	UTILITES	
	office	PANASONIC PRINTER FAX				B014868	UTILITES	
	office	PANASONIC PRINTER FAX				5991006565	UTILITES	
	office	RCA TELEPHONE					UTILITES	
	office	REALSPACE 4 DRAWER FILE CABN BLK					UTILITES	
	office	SHARP CALCULATOR E1-1197P3				5D156630	UTILITES	
	office	SHARP CALCULATOR E1-1197P3				21648321	UTILITES	
	office	SHARP CALCULATOR E1-1197P3				0D67512	UTILITES	
	office	SHARP COMPET CALCULATOR				3D002596	UTILITES	
	office	SHARP COMPET CALCULATOR				6D012142	UTILITES	
	office	SHARP REAL POWER PROTECTION					UTILITES	
	office	SMALL METAL FILE RACK					UTILITES	
	office	SMALL METAL SHELF BLK					UTILITES	
	office	snappy video for pc					UTILITES	
	office	SONY CONF RECORDER				612292	UTILITES	
	office	SONY TRANSCRIBER				610527	UTILITES	
	office	SWINGLINE HOLE PUNCH					UTILITES	
	office	TOSHIBA VCR				51315775	UTILITES	
642	VEHICLE	SERVICE TRK	2000	CHEV	K3500HD	1GBKC34F5YF436114	UTILITES	



## Board of Public Works Staff Report

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**Project/Event:** Wrapped in Love

**Petitioner/Representative:** Middle Way House

**Staff Representative:** Sean Starowitz

**Meeting Date:** June 27, 2017

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Middle Way House is once again requesting to utilize downtown trees for their “Wrapped in Love” event. Designated trees around the square will be wrapped in knitted textiles. Businesses and individuals have been asked to sponsor a tree, and sponsorship funds will be used towards the cost of materials with the proceeds going to the Middle Way cause.

The event would begin in October 2017 and end in March 2018.

Staff recommends approval.

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2017-52**

**Wrapped In Love (Wrapping of Public Trees)**

WHEREAS, the City of Bloomington Board of Public Works (hereinafter “City”) has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including sidewalks; and,

WHEREAS, Middle Way House, Inc., a member of the Committee of the Non-Profit Alliance has put a project together called “Wrapped in Love”; and

WHEREAS, the main component of this project is to allow fabric artists to adopt a tree in the downtown public right of way and create a fabric in which to wrap the tree; and,

WHEREAS, approximately twenty (20) trees in the downtown right of way could be wrapped in various textile pieces; and,

WHEREAS, October is Domestic Violence Awareness Month, and the project will be a fundraiser for Middle Way House to heal a victim of abuse; and,

WHEREAS, downtown businesses are supportive of the project and are willing for the trees adjacent to their buildings be temporarily wrapped; and,

WHEREAS, the Board of Public Works agrees that this project to raise awareness and funding for violence victim services is important to the community and an opportunity to display public art; and,

WHEREAS, Middle Way House, Inc., has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

NOW, THEREFORE, BE IT RESOLVED, that the City approves the event herein described, provided:

1. Trees to be wrapped will be identified by the City of Bloomington Urban Forrester.
2. No staples, nails or screws may be used to attach the textiles to the trees.
3. Wraps will be maintained and kept in an attractive manner.
4. If at any time it is determined that any of the wraps become unsafe, ugly or a nuisance to the general public, then the Sponsor shall move said encroachment(s) upon notification by

Resolution 2017-52



City, without compensation by City.

5. The City of Bloomington will not be responsible for any damages or vandalism to the wraps.

6. Recognition of sponsors may be attached to the wraps but may not include logos or pictures and may not be larger than eight and one-half by eleven inches (8 ½ x 11”) in size.

7. Wraps may be installed around trees beginning on October 1, 2017, and must be removed from the trees by March 15, 2018.

8. \_\_\_\_\_, by signing this agreement, represents that she/he has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

9. In consideration for the use of the City’s property and to the fullest extent permitted by law, Middle Way House, Inc., for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

ACCEPTED AND AGREED TO:

BOARD OF PUBLIC WORKS:

MIDDLE WAY HOUSE, INC.

\_\_\_\_\_  
Kyla Cox Deckard - President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Kelly M. Boatman - Vice-President

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Dana Palazzo - Secretary

\_\_\_\_\_  
Title

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

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



**CITY OF BLOOMINGTON**

## **SPECIAL EVENT APPLICATION**

City of Bloomington  
Department of Economic and Sustainable Development  
401 N. Morton St. Suite 150  
Bloomington, Indiana 47404  
812-349-3418  
Department of Public Works  
812-349-3410

### **1. Applicant Information**

Name:	Jack McGrew		
Title/Position:	Development Manager		
Organization:	Middle Way House		
Address:	PO Box 95		
City, State, Zip:	Bloomington IN 47402		
E-Mail Address:	jack@middlewayhouse.org		
Phone Number:	812.333.7404	Mobile Phone:	

### **2. Any Other Organizations Involved (including Food Vendors if applicable)**

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

### 3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> 5k Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade           ✕ Other (Explain) Public Art Display using downtown trees	
Date of Event:	October 1, 2017 – March 15, 2018	
Time of Event:	N/A Start:	End:
Setup/Teardown time Needed	N/A Start:	End:
Calendar Day of Week:	N/A	
Description of Event:	Wrapped in Love is a public art display to raise awareness and funds for Middle Way House, the only rape crisis center and domestic violence shelter serving six counties in southern Indiana.	
Expected Number of Participants:	Hundreds will see the tree wraps over the display period	Expected # of vehicles: N/A

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

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> <li>• The starting point shall be clearly marked</li> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: barricades, security company, other law enforcement); and</li> </ul>
<input type="checkbox"/>	Notification to business/residents (copy of letter/flyer/other)

<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan from City of Bloomington Planning and Transportation <ul style="list-style-type: none"> <li>Determine if No Parking Signs will be required</li> </ul>
<input type="checkbox"/>	Noise Permit (if applicable)

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

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> <li>The starting point shall be clearly marked</li> <li>The ending point shall be clearly marked</li> <li>The number of lanes to be restricted on each road shall be clearly marked</li> <li>Each intersection along the route shall be clearly identified</li> <li>A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: barricades, security company, other law enforcement); and</li> <li>The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to business/residents (copy of letter/flyer/other)
<input type="checkbox"/>	Copy from Parks & Recreation of Approved Special Use Permit (if applicable)
<input type="checkbox"/>	Certificate of Insurance – Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> <li>Personal Injury: \$100,000 per occurrence and \$300,000 in the aggregate</li> <li>Property Damage: \$25,000.00 per occurrence and \$50,000 in the aggregate</li> </ul>
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan from City of Bloomington Planning and Transportation <ul style="list-style-type: none"> <li>Determine if No Parking Signs will be required</li> </ul>
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department (if applicable)
<input type="checkbox"/>	Noise Permit Application (if applicable)

If YOUR EVENT IS A **FESTIVAL/SPECIAL COMMUNITY EVENT** YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING:

*Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking*

<input type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) <p>The starting point shall be clearly marked</p> <ul style="list-style-type: none"> <li>The ending point shall be clearly marked</li> <li>The number of lanes to be restricted on each road shall be clearly marked</li> <li>Each intersection along the route shall be clearly identified</li> <li>A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: barricades, security company, other law enforcement); and</li> <li>The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to business/residents (copy of letter/flyer/other)
<input type="checkbox"/>	Copy from Parks & Recreation Department of Approved Special Use Permit (if applicable)
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan from City of Bloomington Planning and Transportation <ul style="list-style-type: none"> <li>Determine if No Parking Signs will be required</li> </ul>
<input type="checkbox"/>	Noise Permit (if applicable)

<input type="checkbox"/>	Certificate of Insurance - Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> <li>• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate</li> <li>• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate</li> </ul>
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)

**8.  
CHECKLIST**

<input checked="" type="checkbox"/>	Determine what type of Event <i>Public Art Display</i>
<input type="checkbox"/> <i>NA</i>	Complete application with attachment <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable)
<input checked="" type="checkbox"/>	Date Application will be heard by Board of Public Works <i>June 27, 2017</i>
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park) <i>NA</i>
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection) <i>NA</i>

**For City Of Bloomington Use Only**

Date Received: <i>6-1-17</i>	Received By: <i>SS / Lubatus</i>	Date Approved: <i>6-1-17</i>	Approved By: <i>SS</i>
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## Board of Public Works Staff Report

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**Project/Event:** Addendum to the 2016 Pavement Markings Agreement

**Petitioner/Representative:** Street Department

**Staff Representative:** Joe VanDeventer

**Meeting Date:** June 27, 2017

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The Addendum to 2016 Pavement Markings Agreement with Indiana Traffic Services, LLC (ITS) extends the terms of the original agreement for an additional year for work to be conducted in the summer and fall of 2017.

ITS has agreed to extend our agreement on same terms and conditions for 2017 season not to exceed \$114,950.00.

Staff recommends approval of the Addendum to the 2016 Pavement Markings Agreement with ITS\ for the 2017 season.

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**Recommend**  **Approval by Joe VanDeventer**

**ADDENDUM  
TO  
2016 PAVEMENT MARKINGS AGREEMENT WITH  
INDIANA TRAFFIC SERVICES, LLC**  
(Entered in this \_\_\_\_\_ day of \_\_\_\_\_, 2017)

WHEREAS, on July 6, 2016, the City of Bloomington, Department of Public Works through the Board of Public Works (“City”) entered into an Agreement (“Agreement”) with Indiana Traffic Services, LLC (“Contractor”); and

WHEREAS, pursuant to Section 1.01 of Article 1 of Agreement, Agreement may be renewed up to two times for additional one-year terms for work to be conducted in the summer and fall of 2017 and 2018; and

WHEREAS, both the City and Contractor agree to a one-year renewal of Agreement; and

WHEREAS, the City and Contractor agree to no increase in Pavement Markings costs for the renewal;

NOW, THEREFORE, the parties hereto mutually agree as follows:

**Article 1. Term:** To amend the Agreement to extend the Agreement to June 1, 2018.

**Article 2. Compensation:** Compensation paid to Contractor shall not exceed the amount of One Hundred Fourteen Thousand Nine Hundred Fifty Dollars and Zero Cents (\$114,950.00).

**Article 3. Modification:** All other terms of the original Agreement (entered into on July 6, 2016) are still intact. Any other modification to said Agreement shall be in writing per Section 5.11 of Article 5 of said Agreement.

IN WITNESS WHEREOF, the parties execute this Addendum to the Agreement on the date first set forth.

City of Bloomington  
Bloomington Board of Public Works

Indiana Traffic Services, LLC

By:

By:

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Kelly M. Boatman, Vice President

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Dana Palazzo, Secretary

\_\_\_\_\_  
Title of Contractor Representative

\_\_\_\_\_  
Adam Wasn, Director, Department of Public Works

\_\_\_\_\_  
Phillippa M. Guthrie, Corporation Counsel



**AGREEMENT**

**BETWEEN**

**CITY OF BLOOMINGTON**

**DEPARTMENT OF PUBLIC WORKS, STREET DEPARTMENT**

**AND**

**INDIANA TRAFFIC SERVICES, LLC**

**FOR**

**2016 PAVEMENT MARKINGS**

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Department of Public Works through the Board of Public Works (hereinafter CITY), and Indiana Traffic Services, LLC, (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for SCOPE OF WORK (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

**ARTICLE 1.    TERM**

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

Work under this agreement shall be conducted during the summer and fall months of 2016. This agreement may be renewed up to two (2) times for additional one-year terms for work to be conducted in the summer and fall of 2017 and 2018, provided the Contractor gives written notice to the City on or before March 31, 2017, and March 31, 2018, respectively, of its wish to renew this Agreement and provided both the City and Contractor agree to any one-year renewal of this Agreement.

**ARTICLE 2. SERVICES**

**2.01.** CONTRACTOR shall complete all work required under this Agreement on or before December 31, 2016 unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

**2.02.** It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein. CONTRACTOR agrees to pay CITY said damages the sum of 500 dollars per calendar day of delay, which sum is agreed upon not as a penalty, but as a fixed and liquidated damage for each day of such delay. Or in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

**ARTICLE 3. COMPENSATION**

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

**3.02.** Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed One Hundred Fourteen Thousand, Nine Hundred Fifty Dollars and Zero Cents (\$114,950.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

#### **ARTICLE 4.     **RETAINAGE****

**For contracts in excess of \$100,000,** the Owner requires that retainage be held set out below.

**4.01 Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

**4.02 Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold 5 percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration.

The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties.

**4.03 Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

**4.04 Withholding Funds for Completion of Contract** If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

#### **ARTICLE 5.     **GENERAL PROVISIONS****

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

#### **5.02 Abandonment, Default and Termination**

**5.02.01** CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this

Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

**5.03. Successors and Assigns**

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

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

**5.04. Extent of Agreement: Integration**

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

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

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

**5.05. Insurance**

**5.05.01**

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

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than	\$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Products/Completed Operations)

C. Comprehensive Auto Liability (combined single limit, owned, hired and non-owned) \$1,000,000 each accident \$1,000,000 each person

Bodily injury and property damage

D. Umbrella Excess Liability Bodily injury and property damage \$5,000,000 each occurrence and aggregate.

The Deductible on the Umbrella Liability shall not be more than \$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08. Non-Discrimination

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

Agreement.

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

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

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

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

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

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

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

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

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

**5.09. Workmanship and Quality of Materials**

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

**5.09.02 OR EQUAL:** Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility



for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

**5.09.03** CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Director of Public Works and are not subject to arbitration.

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

**5.11 Amendments/Changes**

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

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

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

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

**5.12 Performance Bond and Payment Bond**

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

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

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

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

**5.14 Written Notice** Written notice shall be considered as served when delivered in person or sent by mail to the



individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington	Indiana Traffic Services, LLC
Attn: Mike Stinson, Asst. Director, Street Operations	Attn: Marlena McDougall, Vice President
1981 S Henderson St	3867 N. Commercial Parkway
Bloomington, Indiana 47401	Greenfield, IN 46140

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

**5.16. Notice to Proceed** CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within five (5) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the five (5) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

**5.17. Steel or Foundry Products**

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

**5.17.02** Domestic Steel products are defined as follows:

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

**5.17.03** Domestic Foundry products are defined as follows:

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

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

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

**5.18. Verification of Employees' Immigration Status** Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Attachment B, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S.

citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien.

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

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

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

DATE: July 6<sup>th</sup> 2016

City of Bloomington  
Bloomington Board of Public Works

Indiana Traffic Services, LLC  
3867 N. Commercial Parkway  
Greenfield, IN 46140

BY:

*Kyla Cox Deekard*  
Kyla Cox Deekard, President, Board of Public Works

BY:

*Marlena McDougall*  
Contractor Representative

*Kelly M. Boatman*  
Kelly M. Boatman, Vice President, Board of Public Works

Marlena McDougall  
Printed Name

*Dang Palazzo*  
Dang Palazzo

Vice President  
Title of Contractor Representative

*Adam Wason*  
Adam Wason, Director, Department of Public Works

CITY OF BLOOMINGTON  
Controller

Reviewed by: *John Deekard*

DATE: 7/12/16

FUND/ACCT: 601 431

*Phillippa M. Guthrie*  
John Hamilton, Mayor of Bloomington

CITY OF BLOOMINGTON  
Legal Department  
Reviewed By: *Jackie Moore*  
DATE: 7-6-16

**ATTACHMENT 'A'**

**"SCOPE OF WORK"**

**PROJECT NAME**

This project shall include, but is not limited to, the furnishing and installing or removal of pavement traffic markings for the City of Bloomington, Indiana, in accordance with the current INDOT and MUTCD specifications for pavement markings, and in accordance with any manufacturer's requirement necessary to maintain product warranty.



## APPLICATION INSTRUCTIONS

### PreMark® Preformed Thermoplastic Pavement Markings

*First-time applicators should contact Flint Trading, Inc. for product support and on-site training.*

*For enhanced skid/slip resistance, Flint Trading, Inc. recommends using PreMark® with ViziGrip in areas with pedestrian/cyclist traffic such as crosswalks, bike paths, and parking facilities.*

#### SURFACE APPLICATION, GENERAL REQUIREMENTS:

- Equipment:
- Flint 2000EX®, or equivalent propane fueled torch with pressure regulator and 25 ft. of hose
  - Gas Powered Blower or Broom
  - Chalk Sticks and Chalk Snap Line
  - Adequate Supply of Propane
  - Paint roller (for sealer applications only)
  - Tape Measure
  - Utility Knife, Putty Knife
  - Hammer and Chisel
  - Water sprayer (optional)

**Moisture:** Pavement must be dry prior to positioning the PreMark® material. Since PreMark® cannot be applied on a wet surface, you cannot apply the material when it is raining or snowing. However, unlike some other materials, you do not have to wait 24 hours after precipitation before you can apply PreMark® on asphalt. As soon as the precipitation has stopped, PreMark® can be applied if the road surface has been checked for moisture and any moisture has been removed. On concrete surfaces, Flint Trading recommends waiting 24 hours after precipitation has stopped before applying PreMark®.

**Surface:** **New Asphalt:** PreMark® can be applied on new asphalt as soon as the road surface is cool enough for you to walk on it.

**Portland cement Concrete:** PreMark® can be applied on non-bituminous surfaces such as portland cement concrete in conjunction with PreMark® Sealer. New concrete should be allowed to cure a minimum of 45 days before application. Curing compounds should be removed by sandblasting, or other standard industry methods. Concrete surfaces must have surface porosity. To test for porosity, sprinkle a few drops of water onto the surface. If the concrete does not readily absorb the water drops, the surface is not sufficiently porous and you should contact your Flint Trading representative for additional instructions on how to prepare the surface.

**Thermoplastic:** When applying on existing thermoplastic, scrape off any loose material and remove the oxidized (powdery) layer by lightly scarifying the surface, or heating the surface and scraping off the oxidized layer to expose fresh material. If you have any questions regarding material application on a particular surface contact your Flint Trading representative.

Surface must be free of dirt, dust, deicing agents, chemicals and significant oily substances. Do not apply PreMark® on top of paint or cold plastic.

**Material:** Keep PreMark® dry at all times. Avoid extreme storage temperatures. PreMark® should be stored indoors at temperatures between 35° F. and 90° F. Packages should be stored flat and stacked a maximum of 30 high. PreMark® should be handled with care in temperatures below 50° F, as it will be less flexible in colder weather. Shelf life is 12 months. PreMark® sealer should be used for applications on non-bituminous pavements.

**Temperature:** PreMark® does not have any road or ambient temperature requirements.

**SAFETY PRECAUTIONS:**

Read and understand all material safety data sheets before using this product. Protective clothing consisting of leather work shoes, long pants and safety vest should be worn. Avoid all contact with the molten PreMark® material and heat gun flame. If you do get some molten PreMark® material on your skin, flush the area immediately with plenty of water and then seek medical attention. Do not attempt to remove the molten material from your skin.

If using sealer take the following additional precautions: The sealer is for outdoor use only. Always wear safety goggles and non-absorbent gloves, when working with the sealer. Avoid accidental contact with the sealer. In the unlikely event of sealer contacting skin, remove contaminated clothing, and wash the affected area with soap and water for at least 15 minutes. Seek medical attention if irritation persists. In the event of accidental sealer contact with the eyes, immediately flush eyes with plenty of water for at least 15 minutes; remove contact lenses; call a physician. Dispose of all materials in accordance with all applicable federal, state and local laws and regulations.

Heat torches such as the Flint 2000EX® operate on vaporized propane gas. Use the largest size propane cylinder possible. Flint recommends using a 40 lb. cylinder or greater. The propane gas cylinders must be used in the standing, upright position with the valve being the uppermost part. Do not use the torch if the propane cylinder is not in the upright position as this may allow liquid gas to flow into the torch assembly possibly causing damage to the torch itself.

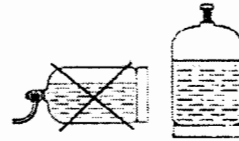
**INSTRUCTIONS FOR APPLICATION ON ASPHALT:**

Figure 1:  
Clean area



Figure 2:  
Remove moisture.

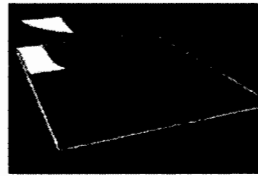


Figure 3:  
Position material.

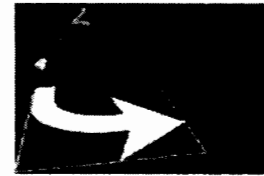


Figure 4:  
Heat material.

1. Clean intended application area thoroughly. See Figure 1. All loose particles, sand, dust, etc. must be removed. Utilize a power blower or compressed air if available, otherwise sweep completely.
2. Ensure that no moisture is present prior to positioning the PreMark® material on the pavement surface. See Figure 2. Surface moisture is not often visible so you should assume that some moisture is present. Remove moisture by drying the application area with a propane fueled torch such as the Flint 2000EX®.
3. Position all connecting parts of the PreMark® (lines, legends, or symbols) on to the pavement surface with the exposed beaded side up. See Figure 3. There should be no gaps between the adjoining segments. You may overlap the edges slightly. Check to ensure that proper layout and alignment is obtained before heating the material.
4. Prepare to heat the PreMark® material by readying the Flint 2000EX torch and propane cylinder. Positioning yourself with the wind at your back as you face the marking will allow the wind to move the heat over the unheated portion of the material while at the same time keeping the heat away from your feet. Regularly spaced indents have been manufactured into the top surface of the PreMark® material. The closing of these indents will provide a visual cue during application that the material has reached a molten state and proper bead embedment has been achieved. The PreMark® material must be heated to its melting temperature to achieve a bond with the pavement. Note: Insufficient heat will result in inadequate bonding and failure.
5. Heat the PreMark® material slowly, but steadily, keeping the nozzle of the torch about 4 to 8 inches above the material, while using a sweeping motion approximately 2 to 3 feet wide. See Figure 4. It is important to maintain a minimum distance of 4 inches between the torch nozzle and the material. Any closer will cause superficial scorching of the material without adequate melting throughout. Continue to heat the PreMark® until the indents close. At this point stop the heating process. Overheating the material will sink the top coating of beads into the PreMark® material causing the marking to be less retroreflective initially.

Note: The organic pigment in yellow PreMark® is susceptible to a superficial color change if exposed to intense heat yielding a deep orange color. This color change affects the topmost layer of material only. Normal traffic wear will expose the underlying yellow color.

6. After the material has cooled to near ambient temperature, inspect the recently applied PreMark® to ensure that complete bonding has occurred over the entire area. Flint recommends performing a chisel test to verify bond. Cut an area in the interior of the marking with a chisel where it appears that the PreMark® material has received the least amount of heat. For white PreMark® this area will appear the whitest in color. Using the tip of the chisel try and lift the edge of the PreMark® material up off of the pavement surface. If the material can be lifted without evidence of asphalt on the underside, insufficient heat has been applied. Press the small section of material back into place and simply reapply heat until adequate bonding has occurred. Note: Do not leave the project until a sufficient bond has been established as attempts to reheat at a later date will be unsuccessful.
7. PreMark® is formulated with surface applied and intermixed glass beads to provide both high initial retroreflectivity and better visibility throughout its service life. PreMark® can be supplied without pre-applied surface beads. When this happens beads must be applied to the surface during application while the material is in the molten state to provide adequate initial retroreflectivity. This is also a very important step in obtaining the required skid resistance.
8. PreMark® will cool and set rapidly within a couple of minutes of application. If desired, setting time can be accelerated with a spray of cool water.

#### INSTRUCTIONS FOR APPLICATION ON NON-BITUMINOUS SURFACES:

1. Before proceeding, ensure that the concrete surface is porous. To test for porosity sprinkle a few drops of water onto the surface. If the concrete does not readily absorb the water drops, the surface is not sufficiently porous and you should contact your Flint Trading representative for additional instructions on how to prepare the surface.
2. Follow steps 1 and 2 as stated for application on asphalt.
3. Delineate the area to receive the PreMark® using a chalk line, chalk or crayon. Once the marking has been traced, or the area delineated, remove the marking from the pavement.
4. Apply sealer approved for use with PreMark® to areas outlined in chalk or crayon. Allow it to dry until it will not transfer to the gloved finger when touched. The more porous the surface, the more sealer is required. **Caution: Do not attempt to speed up the drying process by using an open flame as the sealer is flammable at this stage.** Remember: It is important to cover the entire area with sealer where the PreMark® will be applied.
5. Continue with Steps 3 through 6 as stated above under "Instruction for Application on Asphalt" until application is complete. Note: When trying to lift the recently applied PreMark® material (step 6) off of the non-bituminous surface it is unlikely that any part of the pavement will be lifted up (with the PreMark®). Adequate bonding has occurred if the PreMark® separates and part of the PreMark® remains stuck to the pavement.

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#### NOTES:

- o Closed indents act as a post-application visual cue that the application procedures have been followed.
- o PreMark® is compatible with asphalt and concrete surfaces and can be applied on special surfaces, i.e., bricks and cobble stones, using an approved sealer.
- o Do not allow 2 pieces of PreMark® to remain in direct contact with each other, as they will bond together especially in hot weather. Use the plastic separation sheets to avoid this situation.
- o You can "cut and paste" with PreMark®. Use a knife to score the material and carefully break it along the score. In warm weather you can use scissors. Don't throw or drop PreMark®; it is less flexible in colder weather.
- o PreMark® is oil impervious and can be applied on fresh asphalt as soon as the road surface sets.
- o Dispose of all materials in accordance with all applicable federal, state and local laws and regulations.

PreMark® has a patented visible indent system, US Pat 5,861,206

#### FLINT TRADING, INC.

Address: 115 Todd Court, Thomasville, NC 27360  
 sales@flintrading.com

Phone: (336) 475-6600 Fax: (336) 475-7900  
[www.flintrading.com](http://www.flintrading.com)

ATTACHMENT 'B'

STATE OF INDIANA )  
COUNTY OF Hancock ) SS:

AFFIDAVIT REGARDING E-VERIFY

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

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

Marlena McDougall  
Signature

Marlena McDougall  
Printed name

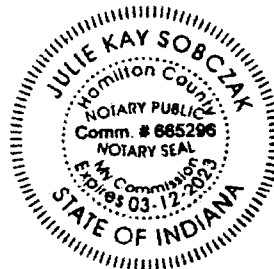
STATE OF INDIANA )  
COUNTY OF HANCOCK ) SS:

Before me, a Notary Public in and for said County and State, personally appeared MARLENA MCDUGALL and acknowledged the execution of the foregoing this 7 day of JULY, 2016.

Julie Kay Sobczak  
Notary Public  
Julie Kay Sobczak  
Printed name

My Commission Expires: 12 MARCH 2023

County of Residence: HAMILTON









## Board of Public Works Staff Report

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**Project/Event:** Outdoor Lighting Service Agreements with Duke Energy

**Petitioner/Representative:** Department of Public Works

**Staff Representative:** Christina Smith

**Meeting Date:** June 27, 2017

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Department of Public Works (DPW) received a request for additional street lighting within the South Hampton Subdivision. Staff has determined that additional lighting is warranted to effectively illuminate the public right-of-way at the following locations:

1. NE Corner of S Stratford Drive & E Wexley Road
2. SE Corner of E Wexley Road & E Kensington Place
3. NE Corner of S Straford Drive & E Kensington Court

The streetlights will consist of pedestrian scale LED full cut off Traditionaire style fixtures mounted on tapered poles with a black finish. The City has elected lease Option A on the agreement which is a onetime lump sum for equipment costs in the amount of \$20,723.15. These lights will be leased through Duke Energy with the City paying for the ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services. All of the installation and monthly costs for street lights and traffic signals will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

DPW received a majority of consensus of support from the neighborhood and staff recommends approval of the Outdoor Lighting Service Agreement with Duke Energy for additional streetlights within S Hampton Subdivision.

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**Recommendation:**  Approve Outdoor Lighting Service Agreement by *Christina Smith*



5055 E. Main St.  
Avon, In 46123

June 13, 2017

City of Bloomington  
PO Box 100  
Bloomington, IN 47402

Subject: S Hampton  
Stratford Dr  
Bloomington , IN 47402

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half ( $1/3 - 1/2$ ) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which, change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order, and proceed with installation.

Sincerely,

A handwritten signature in black ink that reads "Craig Barker".

Craig Barker  
Duke Energy Representative  
5055 E. Main St.  
Avon, In 46123  
ph (317)745-1003  
fax (317) 745-1010

Agreement Information	Equipment, Energy and Maintenance			BL-11750809		06/13/2017
	Agreement Coverage			Agreement Number		Current Date
83902673	136579	75115	S450	V742	OLEIN	SULP
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

## OUTDOOR LIGHTING SERVICE AGREEMENT



1000 East Main Street, Plainfield, IN 46168

Business Name				This Agreement has an Initial Term by Customer.		
Customer Name	City of Bloomington					
Service Location or Subdivision	S Hampton			The Initial Term begins when Service is in operation; after expiration thereof, Service continues, with annual renewals, until either party terminates with written notice to the other party.		
Service Address	Stratford Dr					
Service Address						
Service City, State, Zipcode	Bloomington	IN	47402			
Mailing Name				Notes:		
Mailing Business Name						
Mailing Address	PO Box 100					
Mailing Address						
Mailing City, State, Zipcode	Bloomington	IN	47402			

**PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 09/11/2017 AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.**

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

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM.	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly TOTAL	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED SYSTEM CHARGE TOTAL DURING INITIAL TERM	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$20,723.15	\$17.04	\$2.28	3	\$19.32	\$6.44	\$6.44
Option B - 1 Year Agreement Initial Term	\$1,805.96	\$17.04	\$2.28	3	\$1,825.28	\$608.43	\$6.44
Option C - 3 Year Agreement Initial Term	\$618.75	\$17.04	\$2.28	3	\$638.06	\$212.69	\$6.44
Option D - 5 Year Agreement Initial Term	\$419.81	\$17.04	\$2.28	3	\$439.13	\$146.38	\$6.44
Option E - 7 Year Agreement Initial Term	\$336.71	\$17.04	\$2.28	3	\$356.03	\$118.68	\$6.44
Option F - 10 Year Agreement Initial Term	\$276.55	\$17.04	\$2.28	3	\$295.86	\$98.62	\$6.44

\* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.

\*\* The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superceded by the METERED usage and charges. See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F)

 A

DECLINE

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

Signature *Craig Barker*  
 Printed Name Craig Barker  
 Date 06/13/2017

Signature \_\_\_\_\_  
 Printed Name \_\_\_\_\_  
 Date \_\_\_\_\_

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement.

## OUTDOOR LIGHTING SERVICE AGREEMENT

**WITNESSETH:**

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

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

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

**SECTION I. EQUIPMENT AND INSTALLATION**

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 The System consists of the following:

**A. LUMINAIRE DETAIL INFORMATION**

ITEM #	LUMINAIRE STYLE DESCRIPTION HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KW H EA	MAINT/OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	LED 50W TRADITIONAL BLACK	3,303	50	0.05	200	\$5.68	\$0.76	3	\$19.32
<b>SECTION I - A - TOTALS</b>								<b>*ESTIMATED MONTHLY TOTAL COST</b>	
								<b>\$19.32</b>	

\*Tariff riders and sales tax are not included, which may cause the amounts to fluctuate.

**B. ENERGY USAGE - BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES**

Current Rate per kWh \$ 0.045387 Rate Effective Date 09/14/2009 Estimated Annual Burn Hours 4000

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

**C. POLE INFORMATION - MONTHLY COSTS ARE INCLUDED WITH LUMINAIRES**

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	12 MH-STYLE A-BLACK-RND TAPERED-15 DB ALUM POLE	3
<b>TOTAL NUMBER OF POLES</b>		<b>3</b>

**LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)**

*Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.*

Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_

# OUTDOOR LIGHTING SERVICE AGREEMENT

## SECTION II. – CUSTOMER OPTIONS FOR SYSTEM

### OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE.

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
  - 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
  - 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 Kwh for each outlet.

## SECTION III. - ENERGY USAGE COST

### CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

## SECTION IV. – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer-caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in an Company-owned lighting System when requested to do so more times than the Company deems necessary.

## SECTION V. – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amounts due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

## SECTION VI. – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

## SECTION VII. - OTHER TERMS AND CONDITIONS

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

# OUTDOOR LIGHTING SERVICE AGREEMENT

## EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

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







## Board of Public Works Staff Report

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**Project/Event:** Change Order #1 for 3<sup>rd</sup>/Woodscrest & 2<sup>nd</sup>/College Traffic Signal Replacement

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Matt Smethurst

**Meeting Date:** June 27, 2017

---

This project will replace the existing traffic signals at the intersections of 3<sup>rd</sup> Street & Woodscrest Drive and 2<sup>nd</sup> Street & College Avenue. This is an INDOT funded project.

INDOT recently decided that payments to contractors for all current or future projects will be made electronically. Change Order #1 will allow INDOT to pay the contractor for this project electronically. There are no other changes proposed with this change order.

Staff has reviewed the proposed change order and recommends approval of Change Order #1 for the 3<sup>rd</sup>/Woodscrest & 2<sup>nd</sup>/College Traffic Signal Replacement Project.

**Recommend**    **Approval**    **Denial** by **Matt Smethurst**



**INDIANA Department of Transportation  
Construction Change Order and Time Extension Summary**

**Contract Information**

District:SEYMOUR DISTRICT

Contract No.: T -38340

AE:Wren, Rachel

Letting Date:04/05/2017

PE/S:Greene, Shawn

Status:Draft

**Change Order Information**

Date Generated: 06/20/2017

Change Order No.: 001

Date Approved: 00/00/0000

EWA: N or Force Acct: N

Reason Code: STANDARDS/SPECS CHANGE, Spec Change Only

Description: ELECTRONIC SUBMISSION OF CERIFIED PAYROLLS

Original Contract Amount

\$ 790,498.31

Current Change Order Amount

\$ 0.00

Percent: 0.000 %

Total Previous Approved Changes

\$ 0.00

Percent: 0.000 %

Total Change To-Date

\$ 0.00

Percent: 0.000 %

Modified Contract Amount

\$ 790,498.31

**Time Extension Information**

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0

SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE:\_\_\_\_\_ DCE:\_\_\_\_\_ SCE:\_\_\_\_\_ DDCM:\_\_\_\_\_

SS Days\_\_\_\_\_

SP Days Value \$ \_\_\_\_\_

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000

or SP Days 0

**INDIANA Department of Transportation  
Construction Change Order and Time Extension Summary**

**Review and Approval Information**

Required Approval Authority AE:\_\_\_\_\_ DCE:\_\_\_\_\_ SCE:\_\_\_\_\_ \* DDCM:\_\_\_\_\_ \*  
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K - ) ( -- LE \$ 2 M -- ) ( -- GT \$ 2 M -- )  
(Days per Contract) ( 50 SS days ) ( 100 SS days ) ( 200 SS Days ) ( GT 200 SS days)

Verbal Approval Required? Y / N If Y, by\_\_\_\_\_ Date Issued\_\_\_\_\_

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager\_\_\_\_\_

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) \_\_\_\_\_  
Required? Date to PM\_\_\_\_\_ Date Returned\_\_\_\_\_

Approval Authority Concurs with PM? Y / N If Y, Concurrence by\_\_\_\_\_ Date\_\_\_\_\_  
If N,Resolution: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_  
Resolved by\_\_\_\_\_ Date\_\_\_\_\_

LPA Signatures Required? Y / N If Y, Date to LPA \_\_\_\_\_ Date Returned \_\_\_\_\_

FHWA Signatures Required? Y / N If Y, Date to FHWA\_\_\_\_\_ Date Returned\_\_\_\_\_

\* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer \_\_\_\_\_ Date \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract: T -38340  
Project: State:150037600LC5  
Change Order Nbr: 001  
Change Order Description: ELECTRONIC SUBMISSION OF CERIFIED PAYROLLS  
Reason Code: STANDARDS/SPECS CHANGE, Spec Change Only

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
Total Value for Change Order 001 = \$ 0.00								

**Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.**

General or Standard Change Order Explanation

Entitlement - Per INDOT Construction Memo 17-11 all active contracts are required to process this change order for electronic payroll submittals. This change order notifies the contractor of this new requirement on T-38340.

General or Standard Change Order Explanation

Cost/Time - No additional time is needed for this change order. No additional money is needed for this change order. A contract time adjustment is not required for this change.

General or Standard Change Order Explanation

A contract time adjustment is not required for this change.

General or Standard Change Order Explanation

Impact - Per AE directive email on June 14, 2017 a new construction AE memo 17-11 was created ordering all active contracts to begin receiving and attaching in SiteManager electronic payrolls.

**Change Order Explanation for Specific Line Item**

\*\*\*\*\*

It is the intent of the parties that this change order is full and complete compensation for the work describe above.  
Notification and consent to this change order is hereby acknowledged.

Contractor: \_\_\_\_\_

Signed By: \_\_\_\_\_

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

\*\*\*\*\*

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

\*\*\*\*\*

APPROVED FOR LOCAL PUBLIC AGENCY

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

\*\*\*\*\*

SUBMITTED FOR CONSIDERATION

PE/S \_\_\_\_\_

\*\*\*\*\*

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

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Approval Level	Name of Approver	Date	Status
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Change Order Worksheet

(To be Included as part of Change Order Document)

Change Order # 1

Contract # 38340 PE/PS Shawn Greene Project Manager Unassigned due to turnover at INDOT

Designer Contact John Bowen WSP Approval Authority Project Engineer

Date Contractor issued Written Notice of Changed Condition N/A

Date Area Engineer was notified of Changed Condition 6/20/17

Date Project Manager was notified of Changed Condition 6/20/17

Date LPA was notified of Changed Condition 6/20/17

Date FHWA was notified of Changed Condition (if Federal Oversight job) N/A

Date Contractor was asked to provide pricing N/A

Date Contractor returned pricing for review N/A

Will work be done before approved Change Order Yes  No

If Yes Date AE gave Documented Verbal Approval \_\_\_\_\_

Date LPA gave Documented Verbal Approval \_\_\_\_\_

Date FHWA gave Documented Verbal Approval (if Federal Oversight job) \_\_\_\_\_

Date Work Order Document was issued to Contractor \_\_\_\_\_

Is there a scope change? Yes  No

If Yes Date that Project Manager gave Documented Verbal Approval \_\_\_\_\_

Date that Draft Change Order was emailed to Project Manager for review \_\_\_\_\_

Date Project Manager returned his/her review \_\_\_\_\_

Date that Draft Change Order was sent to LPA for signatures (if applicable) \_\_\_\_\_

Date that Draft Change Order was sent to FHWA for approval (if Federal Oversight) \_\_\_\_\_

Date FHWA approved Change Order in SiteManager (if Federal Oversight) \_\_\_\_\_

Once Change Orders for a contract cumulatively reach the 4% level or a 25 day time extension, the PE/S will need to forward a draft of the Change Order to the following positions; the District Construction Director, the Director Division of Construction Management (Mark Miller) and the Director of Capital Program Management (Mike Smith) Date of Notification N/A

\*\* Contract time should be addressed by one of the three statements detailed in Construction Memo 09-15.

# Fw: T-38340 Change Order 001

T-38340  
 CHANGE ORDER 01  
 BACK UP DOCUMENTS  
 PM, AE, LPA NOTIFICATION  
 ELECTRONIC PAYROLL SUBMISSION

Greene, Shawn L

Tue 6/20/2017 4:18 PM

To: Matt Smethurst <smethurm@bloomington.in.gov>;

Cc: Clayborn, Richard <Richard.Clayborn@mbakerintl.com>;

1 attachments (2 MB)

Construction memo 17-11 Electronic Payroll Submission by Contractor.pdf

Matt,

Per the INDOT Construction memo 17-11, see attached, I will be creating a \$0 change order on contract T-38340 3rd and Woodscrest and 2nd and College intersections. See attached memo and message below from the INDOT AE Rachel Wren.

I hope to have it out to the AE for review in the coming days, and once her review is approved I will have it out to the contractor for signature and approval in SM.

Per the INDOT Seymour district change order worksheet, and our contract with you, I needed to inform you of this change order in advance of generating it. Again it is a \$0 change order.

**Shawn L. Greene** | CEI Inspector III | Michael Baker International  
 7800 Airport Center Drive | Greensboro, NC 27409 |  
 260.312.5855 (cell)  
[shawn.greene@mbakerintl.com](mailto:shawn.greene@mbakerintl.com) | [www.mbakercorp.com](http://www.mbakercorp.com)




---

**From:** Greene, Shawn L  
**Sent:** Tuesday, June 20, 2017 4:06 PM  
**To:** RWREN@indot.IN.gov; Kreutzjans, Gary  
**Cc:** Clayborn, Richard; Garrett Gough  
**Subject:** T-38340 Change Order 001

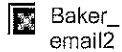
Rachel,

Per the message and memo cited below I will be creating a \$0 change order for the T-38340 Bloomington Signal contract. Please consider this PES notification.

Gary,

Please consider this as PES notification to the PM (position vacant, so copying acting DCD) for change order purposes. This change order will not add time or cost to the contract.

**Shawn L. Greene** | CEI Inspector III | Michael Baker International  
7800 Airport Center Drive | Greensboro, NC 27409 |  
260.312.5855 (cell)  
[shawn.greene@mbakerintl.com](mailto:shawn.greene@mbakerintl.com) | [www.mbakercorp.com](http://www.mbakercorp.com)



---

Begin forwarded message:

**From:** "Wren, Rachel" <[RWREN@indot.IN.gov](mailto:RWREN@indot.IN.gov)>

**To:** "Brad Stahley" <[bstahley@crossroadengineers.com](mailto:bstahley@crossroadengineers.com)>, "Justin Schneck" <[jschneck@crossroadengineers.com](mailto:jschneck@crossroadengineers.com)>, "Slater, Travis" <[TSlater@lochgroup.com](mailto:TSlater@lochgroup.com)>, "Mills, Chad" <[cmills@shrewsusa.com](mailto:cmills@shrewsusa.com)>,

**Subject:** FW: Construction Memo 17-11 Electronic Payroll Submission by Contractors

All,

As you all have active construction projects, you will need to read the attached construction memo and take steps accordingly. You will have to change order in this memo as a zero dollar change order ASAP. Additionally, you will have to start attaching the contractor payrolls electronically into sitemanager for the remainder of your project.

Please let me know if you have any questions.

Thanks,

**Rachel Wren, PE**

*Seymour District Area Engineer*

0.

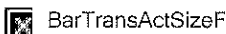
185 Agrico Lane

Seymour, IN 47274

**Office:** (812) 524-3738

**Cell:** (812) 525-9407

**Email:** [rwren@indot.in.gov](mailto:rwren@indot.in.gov)



---

**From:** Podorvanova, Lana  
**Sent:** Tuesday, June 13, 2017 9:23 AM  
**To:** Hajeer, Mohammad <mohammad.hajeer@dot.gov>; ACEC, Indiana <staff@acecindiana.org>; Adams, Scott A <ScAdams@indot.IN.gov>; Alderman, Robert <RALDERMAN@indot.IN.gov>; Alyea, David <DAlyea@indot.IN.gov>; Bauermeister, Brian <BBAUERMEISTER@indot.IN.gov>; Boruff, Guy <GBoruff@indot.IN.gov>; Bough, Terry <TBOUGH@indot.IN.gov>; Bowman, Mike  
**Subject:** Construction Memo 17-11 Electronic Payroll Submission by Contractors

Good Morning,  
Attached is Construction Memo **17-11 Electronic Payroll Submission by Contractors**.

This memo includes two attachments: "Contractor Payroll Process" and SiteManager process for handling the electronic payrolls with screen shots.

Also, mentioned RSP 103-C-254 Wage and Payrolls Requirements available at:  
<http://www.in.gov/dot/div/contracts/standards/rsp/sep15/100/103-C-254%20170701.pdf>

Copy of this memo available at:


[http://www.in.gov/dot/div/contracts/conmemo/con\\_memo.htm](http://www.in.gov/dot/div/contracts/conmemo/con_memo.htm).

Any questions or comments should be directed to the Division of Construction Management through the channels of your respective district Field Engineer.

-----  
*Please distribute to all field personnel and others as necessary.*

Thank you.

---

 ASTW

*Lana Podorvanova*

*Specifications Coordinator*

Indiana Department of Transportation  
Division of Construction Management  
100 N. Senate Avenue, N925  
Indianapolis, Indiana 46204  
*ph. (317) 232-5343*



## T-38340 Change Order 001

Greene, Shawn L

Tue 6/20/2017 4:06 PM

To: RWREN@indot.IN.gov <RWREN@indot.IN.gov>; Kreutzjans, Gary <GKREUTZJANS@indot.IN.gov>;

Cc: Clayborn, Richard <Richard.Clayborn@mbakerintl.com>; Garrett Gough <garrett.gough@ebpaving.com>;

1 attachments (2 MB)

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[shawn.greene@mbakerintl.com](mailto:shawn.greene@mbakerintl.com) | [www.mbakercorp.com](http://www.mbakercorp.com)



---

Begin forwarded message:

**From:** "Wren, Rachel" <RWREN@indot.IN.gov>

**To:** "Brad Stahley" <bstahley@crossroadengineers.com>, "Justin Schneck" <jschneck@crossroadengineers.com>, "Slater, Travis" <TSlater@lochgroup.com>, "Mills, Chad" <cmills@shrewsusa.com>,

**Subject:** FW: Construction Memo 17-11 Electronic Payroll Submission by Contractors

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Please let me know if you have any questions.

Thanks,

**Rachel Wren, PE**  
**Seymour District Area Engineer**

0.

185 Agrico Lane


Seymour, IN 47274

Office: (812) 524-3738

Cell: (812) 525-9407

Email: [rwren@indot.in.gov](mailto:rwren@indot.in.gov)

     ASTW

 BarTransActSizeF

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**From:** Podorvanova, Lana

**Sent:** Tuesday, June 13, 2017 9:23 AM

**To:** Hajeer, Mohammad <[mohammad.hajeer@dot.gov](mailto:mohammad.hajeer@dot.gov)>; ACEC, Indiana <[staff@acecindiana.org](mailto:staff@acecindiana.org)>; Adams, Scott A <[ScAdams@indot.IN.gov](mailto:ScAdams@indot.IN.gov)>; Alderman, Robert <[RALDERMAN@indot.IN.gov](mailto:RALDERMAN@indot.IN.gov)>; Alyea, David <[DAlyea@indot.IN.gov](mailto:DAlyea@indot.IN.gov)>; Bauermeister, Brian <[BBAUERMEISTER@indot.IN.gov](mailto:BBAUERMEISTER@indot.IN.gov)>; Boruff, Guy <[GBoruff@indot.IN.gov](mailto:GBoruff@indot.IN.gov)>; Bough, Terry <[TBOUGH@indot.IN.gov](mailto:TBOUGH@indot.IN.gov)>; Bowman, Mike

**Subject:** Construction Memo 17-11 Electronic Payroll Submission by Contractors

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<http://www.in.gov/dot/div/contracts/standards/rsp/sep15/100/103-C-254%20170701.pdf>

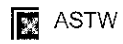
Copy of this memo available at:

[http://www.in.gov/dot/div/contracts/conmemo/con\\_memo.htm](http://www.in.gov/dot/div/contracts/conmemo/con_memo.htm).

Any questions or comments should be directed to the Division of Construction Management through the channels of your respective district Field Engineer.

-----  
*Please distribute to all field personnel and others as necessary.*

Thank you.



***Lana Podorvanova***

*Specifications Coordinator*

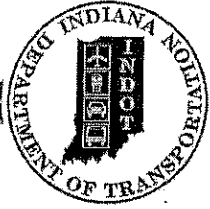
Indiana Department of Transportation

Division of Construction Management

100 N. Senate Avenue, N925

Indianapolis, Indiana 46204

*ph. (317) 232-5343*



# INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue  
Room N925 CM  
Indianapolis, Indiana 46204

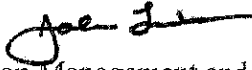
PHONE: (317) 232-5502  
FAX: (317) 232-5551

**Eric Holcomb, Governor**  
**Joe McGuinness, Commissioner**

June 9, 2017

## CONSTRUCTION MEMORANDUM 17-11

TO: District Deputy Commissioners  
District Construction Directors  
District Technical Services Directors  
District Area Engineers  
District Project Management Director  
Project Management Director  
District LPA Coordinators  
Project Engineers/Supervisors  
Field Engineers

FROM: John Leckie, Director   
Division of Construction Management and District Support

SUBJECT: Electronic Payroll Submission by Contractors

The Department has decided that electronic payroll submission by contractors is in the best interest of all those involved moving forward, and therefore the Department will be making it a requirement in the near future.

Starting with all contracts let after July 1, 2017, electronic payroll submission will be a requirement of the Standard Specifications and will be in all contracts as Recurring Special Provision 103-C-254. The revision is to 103.06 and reads as follows:

*The Contractor on each contract let by the Department shall be responsible for electronically filing certified payroll for its employees and any subcontractors on a weekly basis with the appropriate Department personnel and in a format acceptable to the Department. Failure of the Contractor to timely file certified payroll for its employees or any subcontractors, may result in the withholding of progress estimate payments until the certified payroll is properly submitted.*

The Department also wants to add the requirement of electronic payroll submission by contractors to all contracts let before July of 2017 that are still actively working and receiving payrolls. The addition of this requirement will need to be added by a no cost Change Order. The PE/S can prepare this change order and add it now as the procedure for allowing this already exists in SiteManager.

A document for the overall "Contractor Payroll Process" is attached. Also attached is the SiteManager process for handling the electronic payrolls with screen shots included.

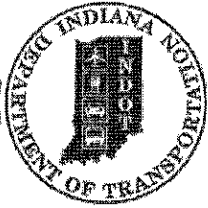
This information will be added to the GIFE in the near future but what you need to know now is attached to or part of this memo.

It should be noted that even though the PE/S **may** hold estimates until certified payroll is properly submitted, the PE/S should seek advice before doing so. The Department wants to take care of problems and issues that arise first, before holding estimates. For example, if the estimate is not coming in because a sub-contractor is having trouble understanding the process or has problems making it work, we want to work with that sub-contractor and educate them on how to make it work. Therefore, the PE/S should discuss the issue with the Area Engineer first to see if we can help clear up the issue.

Any questions should be directed to your Construction Management Field Engineer.

(2 attachments)

JHL/ggp



## INDIANA DEPARTMENT OF TRANSPORTATION

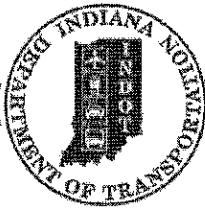
100 North Senate Avenue  
Room N925CM  
Indianapolis, Indiana 46204

PHONE: (317) 232-5502

**Eric Holcomb, Governor**  
**Joe McGuinness, Commissioner**

### Contractor Payroll Process

1. Contractors, Prime/Subs prepare and sign their certified payrolls.
2. Once the document is prepared the Contractor, Prime or Sub converts the document into a PDF.
3. Sub-Contractors send the payroll document to the Prime Contractor.
4. The Prime Contractor sends all payrolls to the Project Engineer/Supervisor (PE/S) by e-mail, in PDF format.
5. The PE/S will convert the "e-mail" itself to a PDF and save it for later attachment.
6. The PE/S will follow the SiteManager instructions on how to incorporate the E-mail PDF and the Certified Payroll PDF into SiteManager and thus ERMS. (See Attachment)
7. The PE/S renames the file to Certified Payroll and Saves PDF to be attached to SiteManager as soon as practicable.
8. The PE/S logs into SiteManager to attach the Certified Payroll and secure it into ERMS.
9. The document is placed into the Correspondence Log for the contract.
10. The PE/S will ensure that the Date in the Received On Field matches the date the Certified Payroll from the Prime Contractor was received via E-Mail.
11. Once all of the document information is collected in SiteManager the PE/S will save the information and thus save the Payroll.
12. Now the Certified Payroll will be searchable by anyone with SiteManager access and will appear in the format as shown in the Attachment.
13. The PE/S will review for accuracy, one payroll each month for each contractor that is performing work on the contract. Payrolls that are reviewed will be logged as reviewed within SiteManager.
14. When reviewing for accuracy the PE/S will use SiteManager Reports to cross check with the payrolls, the labor reported within SiteManager for the given Contractor for the payroll period being reviewed.
15. The Area Engineer will spot check the project records periodically to assure that the PE/S is following the process as required.
16. If payrolls are not submitted as required by the contract documents, the PE/S may hold estimates from the Prime Contractor until such time as they are submitted.



# INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue  
Room N925  
Indianapolis, Indiana 46204

PHONE: (317) 232-0678

**Eric Holcomb, Governor**  
**Joe McGuinness, Commissioner**

1. The Contractor and Sub Contractor prepares and signs the Certified Payrolls Documents for all workers that worked on the Contract every week.
2. Once the document is prepared the Contractor converts the payroll document into a PDF.
3. Once the document is converted into a PDF the Contractor sends the payrolls to the INDOT PE/S in charge of the Contract.
4. Once the PE/S receives the Certified Payrolls they will convert the e-mail to a PDF and save it for attachment later.
5. Follow the steps below to convert and save.

1. Highlight the e-mail and click **File**.

The screenshot shows the Microsoft Outlook interface. On the left, the navigation pane shows folders like 'Inbox', 'Drafts', and 'Sent Items'. The main pane displays a list of emails. One email is selected and highlighted in blue:

From	Subject	Date
Reese, Sarah	Fw: Certified Payroll - PPE 12.11.16	3/17/2017
Shaw, Melissa	RE: IN30135 disappear...	3/17/2017
Weaver, Crystal M.	RE: SM-Correspondence...	3/17/2017
Patterson, Patrick	RE: SM-Correspondence...	3/17/2017
Trivedi, Shallesh J.	Commute & PeopleSoft...	3/17/2017
Brehmer, Wendy	SM-Correspondence L...	3/17/2017
Chul Min Yeum	Re: Sent from Shipping...	3/17/2017
Granicus Newsletter	Stay credible in the wor...	3/2/2017

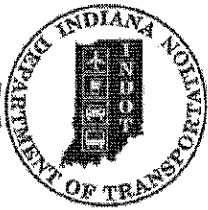
The selected email is from Sarah Reese, Greenfield District EBO Officer, with the subject 'Fw: Certified Payroll PPE 12.11.16 (16WK50) T-32657'. The email body contains the following information:

From: Teresa McDonough <[tmcdonough@hoosiercc.com](mailto:tmcdonough@hoosiercc.com)>  
 Sent: Thursday, January 5, 2017 12:56:09 PM  
 To: Reese, Sarah  
 Subject: FW: Certified Payroll PPE 12.11.16 (16WK50) T-32657

\*\*\* This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. \*\*\*

Please see attached certified payroll.





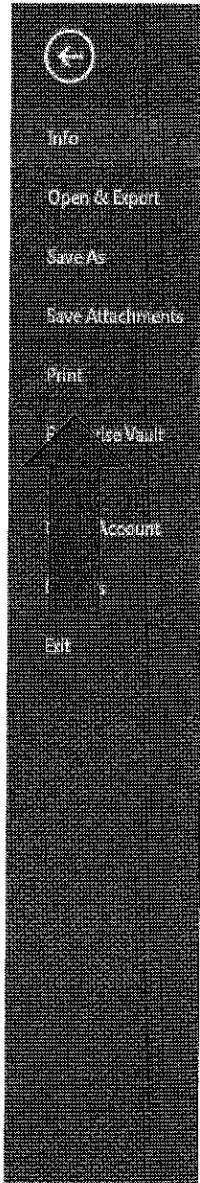
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**Joe McGuinness, Commissioner**


## 2. Click **Print**



Inbox - Holder, Ellis - Outlook

## Account Information

 eholder@indot.IN.gov  
Microsoft Exchange

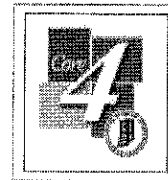
 Add Account

  
Account Settings ▾

### Account Settings

Change settings for this account or set up more connections.

- Access this account on the web.  
<https://exchweb.in.gov/owa/>



Change

  
Automatic Replies

### Automatic Replies (Out of Office)

Use automatic replies to notify others that you are out of office, on vacation, or not available to respond to e-mail messages.

  
Cleanup Tools ▾

### Mailbox Cleanup

Manage the size of your mailbox by emptying Deleted Items and archiving.

8.57 GB free of 9.8 GB

  
Manage Rules & Alerts

### Rules and Alerts

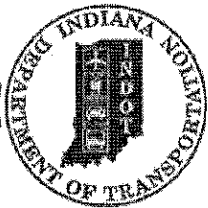
Use Rules and Alerts to help organize your incoming e-mail messages, and receive updates when items are added, changed, or removed.

  
Manage COM

### Slow and Disabled COM Add-ins

Manage COM add-ins that are affecting your Outlook experience.





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### 3. In the Printer Dropdown list select **Cute PDF Writer**

Inbox - Holder, Ellis - Outlook

Print

Printer

- DOT00-09-SC-13984398 on IOTPRNP21VW.SHARED.STATE.IN.US Ready
- DOT00-09-NC-13977909 on IOTPRNP21VW.SHARED.STATE.IN.US Ready
- DOT00-09-NC-13978353 on IOTPRNP21VW.SHARED.STATE.IN.US Ready
- DOT00-09-SC-13984398 on IOTPRNP21VW.SHARED.STATE.IN.US Ready: 1 document waiting
- DOT00-09-SE-13985714 on IOTPRNP21VW.SHARED.STATE.IN.US Ready
- DOT30-CONSTCOPIER on IOTPRNP21VW.SHARED.STATE.IN.US Ready
- DOT42-VINC-SUBRICOH on IOTPRNP21VW.SHARED.STATE.IN.US Ready
- Adobe PDF Ready
- Cute PDF Writer Ready**
- Fax Ready
- Microsoft XPS Document Writer Ready

Specify how you want the item to be printed and then click Print

**Holder, Ellis**

**From:** Russel, Susan  
**Sent:** Friday, January 17, 2014 11:35 AM  
**To:** JOE@DOT.IND  
**Subject:** POC Certified Payroll PPE 12.11.14 at 8/15/2017-32657  
**Attachments:** The Fossilier Company 11-2007 Vokout Location 10253.pdf

---

**Susan Russel**  
Greenfield District EEO Officer  
sruess@dot.in.gov

317-487-3452 (office)  
317-273-5814

---

**From:** Teresa McDonough <tmcdonough@dot.in.gov>  
**Sent:** Thursday, January 3, 2014 11:58 AM PST  
**To:** Susan, Susan  
**Subject:** POC Certified Payroll PPE 12.11.14 at 8/15/2017-32657

\*\*\* This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown email addresses unless you expect them. \*\*\*

This is an archived email.

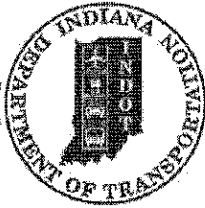
Thank you!

Truck Reimburse  
Contract #11464646-11-2013-1111  
joe@dot.in.gov

THE FOSSILIER COMPANY, INC.

### 4. Click **Print**





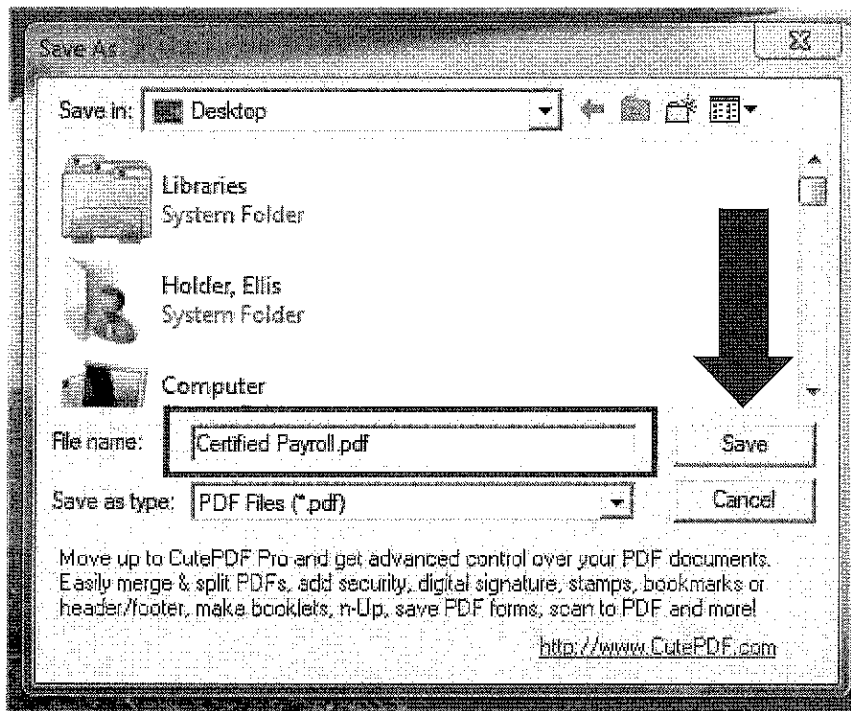
## INDIANA DEPARTMENT OF TRANSPORTATION

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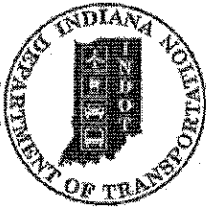
PHONE: (317) 232-0678

**Eric Holcomb, Governor**  
**Joe McGuinness, Commissioner**

5. Rename the File to Certified Payroll and Save PDF to be attached to SiteManager as soon as possible.



6. Click Save



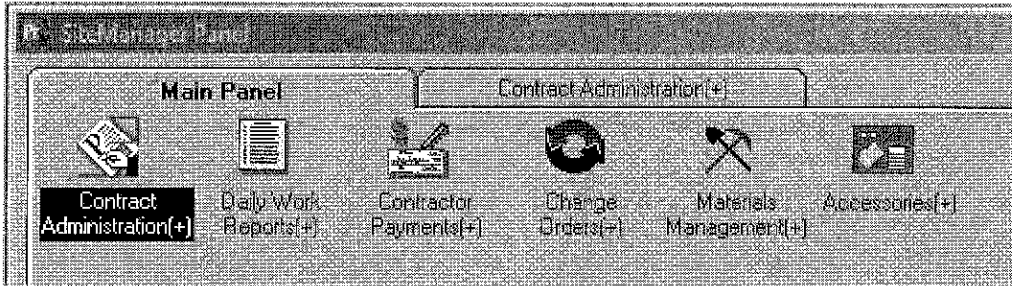
# INDIANA DEPARTMENT OF TRANSPORTATION

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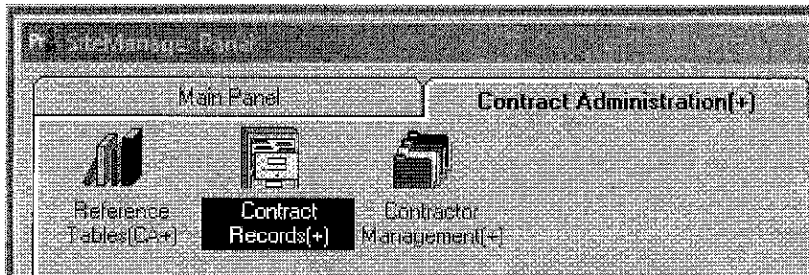
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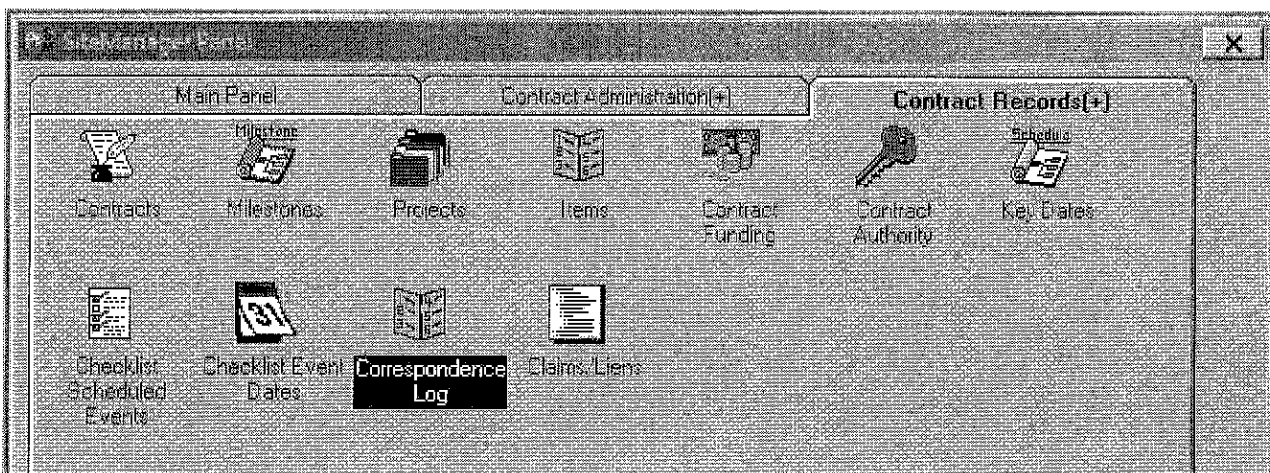
1. Log into SiteManager to attach the Certified Payroll and secure it into ERMS
2. Double Click **Contract Administration**

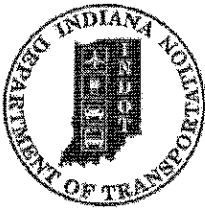


3. Double Click **Contract Records**



4. Double Click **Correspondence Log**





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5. When this screen appears Click the **Open** Icon

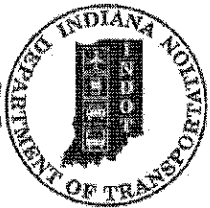
The screenshot shows a software window titled "Open" with the following fields and controls:

- Contract ID: [ ]
- Contract Correspondence Serial Number: [ ]
- Correspondence Type: [ ]
- On: 00/00/00
- Correspondence ID: [ ]
- Sent From: [ ]
- Sent To: [ ]
- Document Category: [ ]
- Document Location: [ ]
- Major Topics: [ ]
- Related Correspondence: [ ]
- Required Response Text: [ ]
- Claim: [ ]
- INDOT

6. Click the Header of the **Contract ID** Column

The screenshot shows a software window displaying a table of contract data. A large black arrow points to the "Contract ID" column header. The table has the following columns and data:

Contract ID	Vendor ID	Fed State/Proj Nbr	Status	County	Lvl 2	Lvl 3	Lvl 4	Location Description
QPR00	00-0000000	PROD	ACTV	C077	900			SM3.15a
P-25727	35-1289390	05/S01	ACTV	C054	510			ON US 291 OVERBRANCH OF DEFIELD CREEK
P-28735	35-1357381	01/00758	ACTV	C040	530			ON SH 3 FROM FOPLAF STREET TO HENRY ST



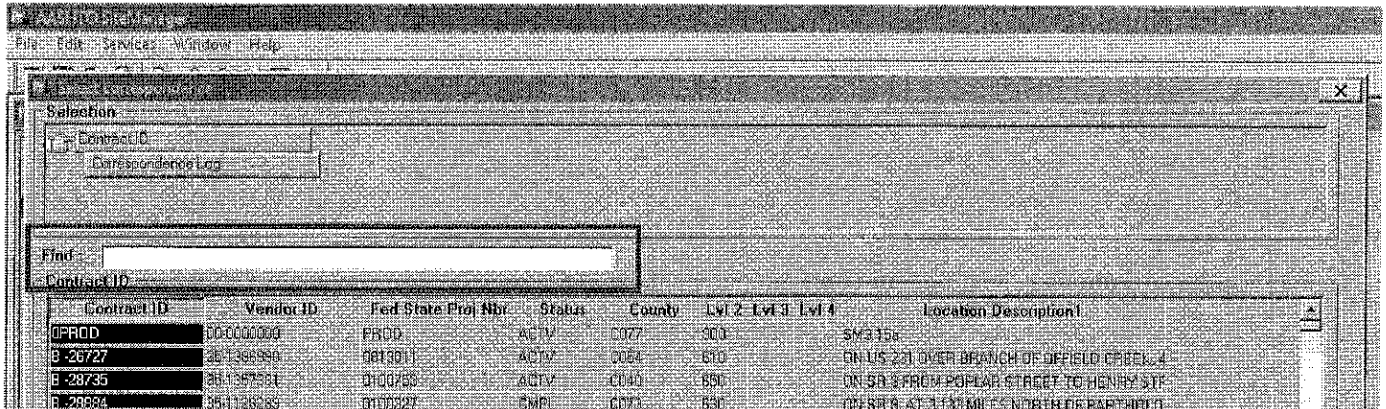
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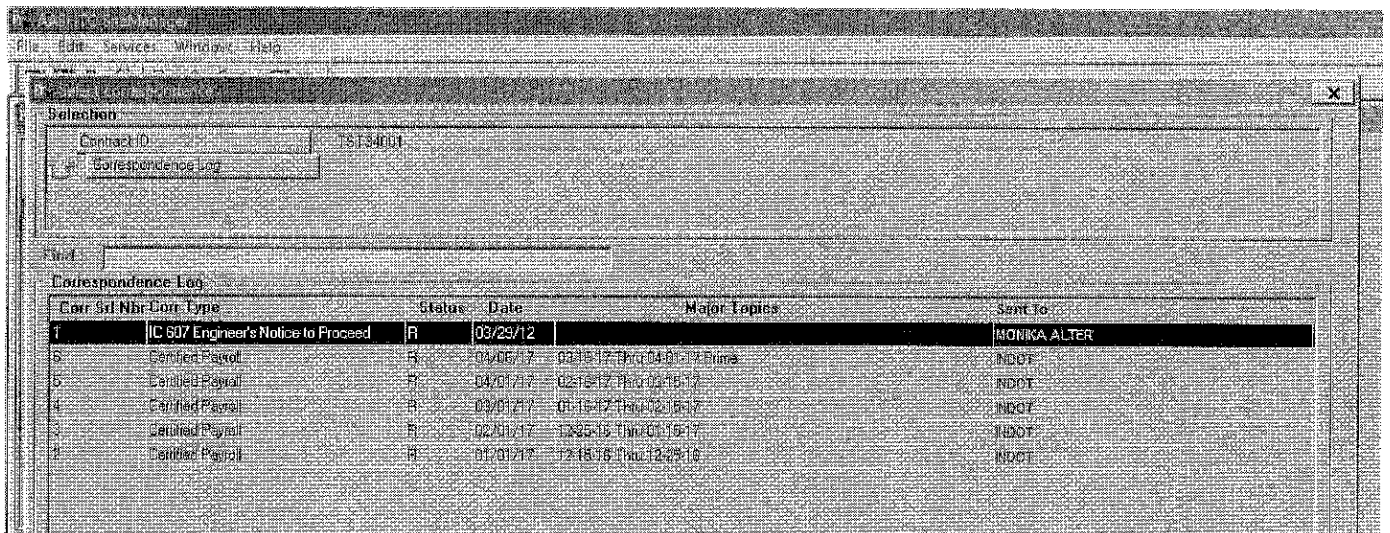
PHONE: (317) 232-0678

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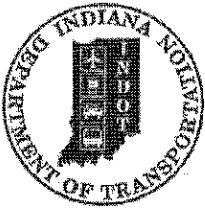
7. In the **Find Field** type in the Contract number you are looking for



8. Open the last Certified Payroll Correspondence that you have received, if you are attaching the first Certified Payroll to the system then open the **Notice To Proceed**.







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9. Once the Correspondence is open Click the New Icon

The screenshot shows a web application window titled "Correspondence Log". The form contains the following fields:

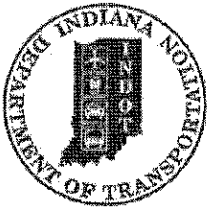
- Contract ID: JEST34001
- Contract Correspondence Serial Number: 5
- Correspondence Type: Certified Payroll
- Received: [dropdown]
- On: 04/01/17
- Correspondence ID: 4
- Sent From: Milestone
- Sent To: Ellis Holder
- Document Category: General
- Document Location: ERMS
- Major Topics: 02-16-17 Thru 03-15-17
- Related Correspondence: 0
- Required Response Text: [text area]
- Claim: 0
- INDOT

10. Once the new Correspondence Log window opens, select **Certified Payroll** from the Dropdown

The screenshot shows the "Correspondence Log" window with a dropdown menu open for the "Correspondence Type" field. The dropdown list includes the following options:

- Buy American Declaration Label
- Cert for Car 1 V2 Temp. Inal Cont. Dev
- Certified Payroll
- Change Order
- Claims - Central Office Paving

The form fields are the same as in the previous screenshot, but the "Correspondence Type" field is currently set to "Certified Payroll".



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Joe McGuinness, Commissioner

11. Select **Received** from the dropdown underneath Correspondence Type

AASHTO SiteManager  
File Edit Services Window Help

Correspondence Log

Contract ID: 12T34001 Contract Correspondence Serial Number:

Correspondence Type: **Received** (dropdown) Certified Payroll (dropdown)

On: 00/00/00 Correspondence ID: [ ]

Received from: [ ]

Sent To: [ ]

Document Category: [ ]

Document Location: [ ]

Major Topics: [ ]

Related Correspondence: [ ]

Required Response Text: [ ]

Claim: [ ] INDOT

12. In the Received **On** field ensure that this date you put in matches the date you received the Certified Payroll from the Contractor via E-Mail.

AASHTO SiteManager  
File Edit Services Window Help

Correspondence Log

Contract ID: 12T34001 Contract Correspondence Serial Number:

Correspondence Type: **Received** (dropdown) Certified Payroll (dropdown)

On: 03/17/17 Correspondence ID: 7

Sent From: [ ]

Sent To: [ ]

Document Category: [ ]

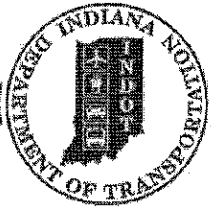
Document Location: [ ]

Major Topics: [ ]

Related Correspondence: [ ]

Required Response Text: [ ]

Claim: [ ] INDOT



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**Joe McGuinness, Commissioner**

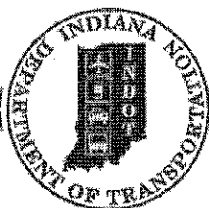
13. The **Correspondence ID** should be the next sequential number in the list of Certified Payrolls you have uploaded.

Contract ID: 157340.0      Contract Correspondence Serial Number: [ ]  
Correspondence Type: Certified Payroll  
Received On: 03/17/17      Correspondence ID: 7  
Sent From: [ ]  
Sent To: [ ]  
Document Category: [ ]  
Document Location: [ ]  
Major Topics: [ ]  
Related Correspondence: 0  
Required Response Text: [ ]  
Claim: 0       INDOT

14. **Sent From** is the Contractor or Sub Contractor that sent the payroll.

Contract ID: 157340.0      Contract Correspondence Serial Number: [ ]  
Correspondence Type: Certified Payroll  
Received On: 03/17/17      Correspondence ID: 7  
Sent From: Roasler  
Sent To: [ ]  
Document Category: [ ]  
Document Location: [ ]  
Major Topics: [ ]  
Related Correspondence: 0  
Required Response Text: [ ]  
Claim: 0       INDOT





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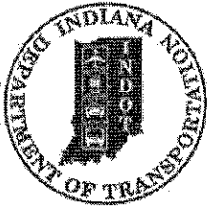
Eric Holcomb, Governor  
Joe McGuinness, Commissioner

15. **Sent To** is who received the Correspondence (Should be the PE/S)

Contract ID: TST 34001 Contract Correspondence Serial Number: [ ]  
Correspondence Type: Certified Payroll  
Received [ ] On: 03/17/17 Correspondence ID: 7  
Sent From: Hoosier  
Sent To: Ellis Holder  
Document Category: [ ]  
Document Location: [ ]  
Major Topics: [ ]  
Related Correspondence: [ ]  
Required Response Text: [ ]  
Claim: [ ] INDDT

16. From the **Document Category** Dropdown select General unless it is a Certified Payroll that you have review. If you have reviewed the specific Payroll you're uploading the select Reviewed from the Dropdown list.

Contract ID: TST 34001 Contract Correspondence Serial Number: [ ]  
Correspondence Type: Certified Payroll  
Received [ ] On: 03/17/17 Correspondence ID: 7  
Sent From: Hoosier  
Sent To: Ellis Holder  
Document Category: Reviewed  
Document Location: [ ]  
Major Topics: [ ]  
Related Correspondence: [ ]  
Required Response Text: [ ]  
Claim: [ ] INDDT



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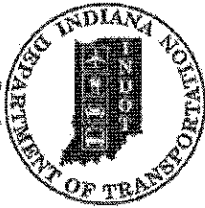
Eric Holcomb, Governor  
Joe McGuinness, Commissioner

## 17. In the Document Location field type in ERMS

The screenshot shows a web-based form for document management. The 'Document Location' field is set to 'ERMS'. Other fields include 'Contract ID' (EST3400), 'Contract Correspondence Serial Number', 'Correspondence Type' (Certified Payroll), 'Received On' (03/17/17), 'Correspondence ID' (7), 'Sent From' (Hoosier), 'Sent To' (Ellis Holder), 'Document Category' (Reviewed), 'Major Topics' (empty), 'Related Correspondence' (0), 'Required Response Text' (empty), and 'Claim' (0). The 'INDOT' logo is visible in the bottom right corner.

## 18. In the Major Topics field type in the dates that the Certified Payroll that you are attaching covers

The screenshot shows the same ERMS form as in the previous image, but with the 'Major Topics' field populated with the dates '3-19-17 Thru 4-2-17'. All other fields remain the same.



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**Eric Holcomb, Governor**  
**Joe McGuinness, Commissioner**

19. Once all of this information is collected you are now ready to Click the **Save** Icon and attach the Payroll.

The screenshot shows a web-based form with the following fields:

- Contract ID:** IS 3400
- Contract Correspondence Serial Number:** (empty)
- Correspondence Type:** Certified Payroll
- Received On:** 03/17/17
- Correspondence ID:** 7
- Sent From:** Hoosier
- Sent To:** Ellis Holder
- Document Category:** Reviewed
- Document Location:** ERMS
- Major Topics:** 3-19-17 Thru 4-2-17
- Related Correspondence:** (empty)
- Required Response Text:** (empty)
- Claim:** 0
- INDOT** logo

20. Now your Certified Payroll will be searchable by anyone with SiteManager Access and will appear in the format below.

The screenshot shows a search results window titled "Correspondence Log". The search criteria are Contract ID: IS 3400 and Correspondence ID: 5, 6, 7, 8. The results table is as follows:

Cor ID	Corr Type	Status	Date	Major Topics	Sent To
6	Certified Payroll	R	04/06/17	03-16-17 Thru 04-01-17	Ellis Holder
1	Certified Payroll	R	04-01-17	04-16-17 Thru 03-19-17	Ellis Holder
3	Certified Payroll	R	03-17-17	03-16-17 Thru 02-16-17	Ellis Holder
2	Certified Payroll	R	02-16-17	1-25-16 Thru 01-15-17	Ellis Holder
7	Certified Payroll	R	01-20-17	12-16-16 Thru 12-15-16	Ellis Holder
5	Certified Payroll	R	03-12-17	3-10-17 Thru 4-2-17	Ellis Holder

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
6/23/2017	Payroll				387,165.20
					<u>387,165.20</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of 1  
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the  
total amount of \$ 387,165.20

**Dated this** \_\_\_\_\_ **day of** \_\_\_\_\_ **year of 20**\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Fiscal Office \_\_\_\_\_



## Board of Public Works Staff Report

---

**Project/Event:** Allen Street/Walnut Street & 4<sup>th</sup> Street/Rogers Street Intersection Improvements

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Matt Smethurst

**Meeting Date:** June 27, 2017

---

The Planning & Transportation Department recently solicited bids for the construction of new concrete sidewalk and other pedestrian improvements at the intersections of Allen Street/Walnut Street and 4<sup>th</sup> Street/Rogers Street.

Staff received three bids for this project. The results are as follows:

E&B Paving, Inc.- \$243,400.00

Milestone Contractors- \$263,000.00

Crider & Crider, Inc.- \$294,300.00

Staff has reviewed the bids received and recommends awarding the contract to E&B Paving, Inc. for the Allen Street/Walnut Street & 4<sup>th</sup> Street/Rogers Street Intersection Improvements.

This project is locally funded.

**Recommend**  **Approval**  **Denial** by **Matt Smethurst**

# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

E&B PAVING, INC.

FOR

**Allen Street/Walnut Street & 4<sup>th</sup> Street/Rogers Street Intersection Improvements**

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

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for the construction of new concrete sidewalk, ADA ramps, curb, pavement markings, and Rectangular Rapid Flashing Beacon Systems at the intersections of 4<sup>th</sup> Street/Rogers Street and Allen Street/Walnut Street. (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

**ARTICLE 1. TERM**

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

**ARTICLE 2. SERVICES**

**2.01** CONTRACTOR shall complete all work required under this Agreement within 75 (seventy-five) calendar days from the date of the notice to proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

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

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

### **ARTICLE 3. COMPENSATION**

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

**3.02** Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Two Hundred Forty-Three Thousand Four Hundred Dollars and Zero Cents (\$243,400.00) CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

#### **ARTICLE 4. RETAINAGE**

For contracts in excess of \$100,000, the Owner requires that retainage be held set out below.

**4.01 Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

**4.02 Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties.

**4.03 Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

**4.04 Withholding Funds for Completion of Contract** If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

#### **ARTICLE 5. GENERAL PROVISIONS**

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

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



## **5.02 Abandonment, Default and Termination**

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

### **5.03 Successors and Assigns**

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

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

### **5.04 Extent of Agreement: Integration**

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

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

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

**5.05 Insurance**

**5.05.01**

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

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate

The Deductible on the Umbrella Liability shall not  
be more than \$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

**5.08** **Non-Discrimination**

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

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

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

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

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

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

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

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

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

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

**5.09** **Workmanship and Quality of Materials**

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

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

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

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

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

### **5.11 Amendments/Changes**

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

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

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

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

**5.12 Performance Bond and Payment Bond**

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	E&B Paving, Inc.
Attn: Matt Smethurst, Project Manager	Attn: Todd Hoops, Area Manager
P.O. Box 100 Suite 130	2520 W. Industrial Park Drive
Bloomington, Indiana 47402	Bloomington, Indiana 47404

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

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

**5.17 Steel or Foundry Products**

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

## **5.18 Verification of Employees' Immigration Status**

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

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

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



**5.19 Drug Testing Plan**

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

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

DATE: \_\_\_\_\_

City of Bloomington  
Bloomington Board of Public Works

BY:

BY:

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Kelly M. Boatman, Member

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Dana Palazzo, Member

\_\_\_\_\_  
Title of Contractor Representative

\_\_\_\_\_  
John Hamilton, Mayor of Bloomington

## **ATTACHMENT 'A'**

### **"SCOPE OF WORK"**

#### Allen Street/Walnut Street & 4<sup>th</sup> Street/Rogers Street Intersection Improvements

This project shall include, but is not limited to the placement of new concrete sidewalk, ADA ramps, curb, pavement markings, and Rectangular Rapid Flashing Beacon Systems at the intersections of 4<sup>th</sup> Street and Rogers Street and Allen Street and Walnut Street. All work shall be completed as shown on the plans and specifications included with this packet.

**ATTACHMENT B**

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

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

**AFFIDAVIT**

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

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

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

Method of Compliance (Specify) \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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

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

My Commission Expires: \_\_\_\_\_  
Signature of Notary Public

County of Residence: \_\_\_\_\_  
Printed Name of Notary Public

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

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



**ATTACHMENT D**

**COMPLIANCE AFFIDAVIT**

**REGARDING INDIANA CODE CHAPTER 4-13-18**

**DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS**

STATE OF INDIANA )

) SS:

COUNTY OF \_\_\_\_\_)

**AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature



# ESCROW AGREEMENT

## Allen Street/Walnut Street & 4<sup>th</sup> Street/Rogers Street Intersection Improvements

THIS ESCROW AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Bloomington Board of Public Works (the "Owner"), and E & B Paving, Inc., (the "Contractor"), and First Financial Bank (the "Escrow Agent").

WHEREAS, the Owner and Contractor have entered into a public construction contract in the amount of \$100,000 or more, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017, for a public works project; and,

WHEREAS, said construction contract provides that portions of payments by Owner to Contractor shall be retained by Owner (herein called retainage) and placed in an escrow account;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Contract providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account.

The Escrow Agent shall open a "Money Market" account and deposit said funds promptly into the account and invest the retainage in such obligations as selected by the Escrow Agent at its discretion.

The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a separate escrow fund so that a quarterly accounting can be made to the Contractor of all deposits and investments made in such funds.

The Escrow Agent may commingle the escrow funds with other escrow funds or invested construction funds held by it pursuant to other escrow agreements or trust instruments to which the Owner and the Contractor are parties. To expedite the handling of the investments and reinvestments of the escrow funds, the Escrow Agent may cause all savings accounts, securities, obligations and investments (other than bearer instruments) to be registered in its own name, or in the name of its nominee or nominees, or in such form that title may pass by delivery.

The Escrow Agent shall pay over the net sum held by it hereunder as follows:

The Escrow Agent shall hold all of the escrow funds and shall release the principal thereof only upon the execution and delivery to it of a notice executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said notice the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of then escrowed income to the person specified in the notice. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor. All income earned on the escrowed principal shall be paid to the Contractor with the exception of that amount necessary to pay any fee for the Escrow Agent's services. No escrow income shall be paid to the Contractor until the Escrow Agent's fee, if any, has been paid in full.



In the absence of such a joint written authorization, upon receipt from the Owner of a copy of certification from Owner's Engineer, that Owner has exercised its right to terminate the services of the Contractor pursuant to Article 16.02 of the General Conditions, then the Escrow Agent shall pay over to the Owner the net sum held by it hereunder.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided in "B", above, in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

The "Commercial Quick Draw" account set up by the Escrow Agent to hold the retainage shall be a no fee account with no minimum balance required. The account shall earn interest at a variable rate.

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned construction agreement.

This instrument constitutes the entire agreement between the parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages not caused by its own negligence or willful misconduct.

**OWNER:**

City of Bloomington  
Board of Public Works  
By:

\_\_\_\_\_  
\_\_\_\_\_  
Kyla Cox Deckard, President  
\_\_\_\_\_

**ESCROW AGENT:**

First Financial Bank  
By:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_

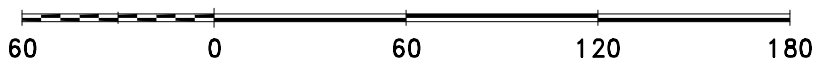
**CONTRACTOR: E & B Paving, Inc.**

By:  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Tax I.D. Number: \_\_\_\_\_

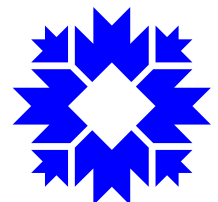


ALLEN AND WALNUT ST INTERSECTION

By: hoseav  
21 Jun 17



City of Bloomington  
Public Works



Scale: 1" = 60'

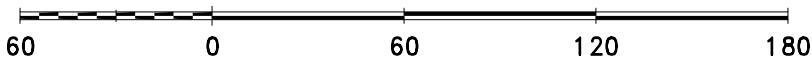
For reference only; map information NOT warranted.





ROGERS AND 4TH ST INTERSECTION

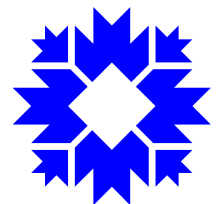
By: hoseav  
21 Jun 17



For reference only; map information NOT warranted.



City of Bloomington  
Public Works



Scale: 1" = 60'



## Board of Public Works Staff Report

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**Project/Event:** Request for permission to close lanes on E. 10<sup>th</sup> St. for the purpose of performing repairs on the railroad bridge near 10<sup>th</sup> and Jefferson – Koppers Inc.

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Dan Backler, Engineering Field Specialist

**Date:** 6/27/2017

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**Report:** Koppers Inc. proposes to reduce 10<sup>th</sup> Street to one lane while flagging the remaining lane and closing a portion of the sidewalk to allow for repair work to be performed on the railroad bridge near 10<sup>th</sup> and Jefferson.

Koppers Inc. will be providing and following a detailed Maintenance of Traffic Plan (MOT) based on the Manual on Uniform Traffic Control Devices.

The work is scheduled to begin on July 6, 2017 and last until July 19, 2017.

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**Recommendation and Supporting Justification:** Staff recommends that the Board approve permission to Koppers Inc. to close said portions of the right-of-way.

Recommend  Approval  Denial by     Dan Backler

Memorandum of Understanding  
Between  
City of Bloomington Planning and Transportation Department  
and  
Koppers Railroad Structures, Inc.

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter “Planning and Transportation”) and Koppers Railroad Structures, Inc., outlines the binding conditions placed upon and agreed to by Koppers Railroad Structures, Inc., in exchange for use by Koppers Railroad Structures, Inc., its agents and subcontractors, of certain public right-of-way during the repair of the railroad bridge near 10<sup>th</sup> St. and Jefferson St., in Bloomington, Indiana (hereinafter the “Construction Site”).

1. This MOU shall cover the time period from July 6, 2017, through July 19, 2017, inclusive.
2. Planning and Transportation shall allow Koppers Railroad Structures, Inc., to block and restrict from general public usage the roadway and sidewalks directly adjacent to the Construction Site. Koppers Railroad Structures, Inc., shall coordinate the placement of any and all construction notification and detour signage with the City Planning and Transportation Department including both vehicular and pedestrian signage.
3. Koppers Railroad Structures, Inc., shall install and maintain, to the satisfaction of the City of Bloomington Planning and Transportation Department, all signage associated with providing notice to the public of restrictions on right-of-way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by the Planning and Transportation Department. In the event any pedestrian route must be modified to accommodate this Construction Site, Koppers Railroad Structures, Inc., shall install and maintain, as needed, any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.
4. Koppers Railroad Structures, Inc., shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by the Street Department.
5. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.
6. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on

this project, in addition to any remedy or action spelled out in this MOU or available under law.

7. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
8. Koppers Railroad Structures, Inc., agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which may occur as a result of the use of the described right-of-way by Koppers Railroad Structures, Inc., whether such claims may be brought by the City of Bloomington or by any third party.
9. Prior to beginning work, Koppers Railroad Structures, Inc., shall provide the City Planning and Transportation Department with a phone contact list for their supervisory personnel and for their sub-contractors.
10. Koppers Railroad Structures, Inc., shall make its on-site supervisory personnel available for bi-weekly meetings with the City Planning and Transportation staff for progress updates.
11. Mike Tweet, President, Koppers Railroad Structures, Inc., agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

**City of Bloomington**

By: \_\_\_\_\_  
Kyla Cox Deckard,  
President Board of Public Works

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

By: \_\_\_\_\_  
Terri Porter, Director  
Planning and Transportation Dept.

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

By: \_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

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

**Koppers Railroad Structures, Inc.**

By: \_\_\_\_\_  
Mike Tweet, President

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

**Nick R. Beneke**  
Project Manager



June 20, 2017

Ms. Jacquelyn Moore  
Mr. Daniel Backler  
City of Bloomington  
401 N. Morton Street  
Bloomington, IN 47404

**Koppers Railroad Structures**

4546 Tompkins Drive

Madison, WI 53716

Tel 330-483-1141

Fax 608 221 0618

[BenekeNR@koppers.com](mailto:BenekeNR@koppers.com)

[www.koppers.com](http://www.koppers.com)

RE: Road Closure

Dear Ms. Moore and Mr. Backler:

Koppers Railroad Structures Inc. has been contracted to repair the spalled concrete on all four concrete spans on the Indiana Rail Road Br. 54.40 over E. 10th St. in Bloomington, IN. This overpass is near the intersection of E. 10th St. and Jefferson St.

The span repairs require us to remove all loose concrete, install additional steel reinforcing, form and place new polymer or concrete to restore all surfaces to their original geometry, and then remove the forms from the span.

Since Span 2 and Span 3 are over the vehicular traffic on East 10th Street and Span 4 is over a pedestrian walkway, we cannot safely conduct the required repairs on any of these spans without daytime closures to vehicular and/or pedestrian traffic.

We would pass all vehicular traffic thru the structure on the east, northbound lane to conduct repairs on the span over the west pedestrian walkway and the span over the west, southbound vehicular traffic lane.

Once work is completed on these two spans, we would reopen for pedestrian traffic under Span 4, reopen Span 3 for vehicular traffic thru the structure on the west, southbound lane and conduct repairs to Span 2 and Span 1.

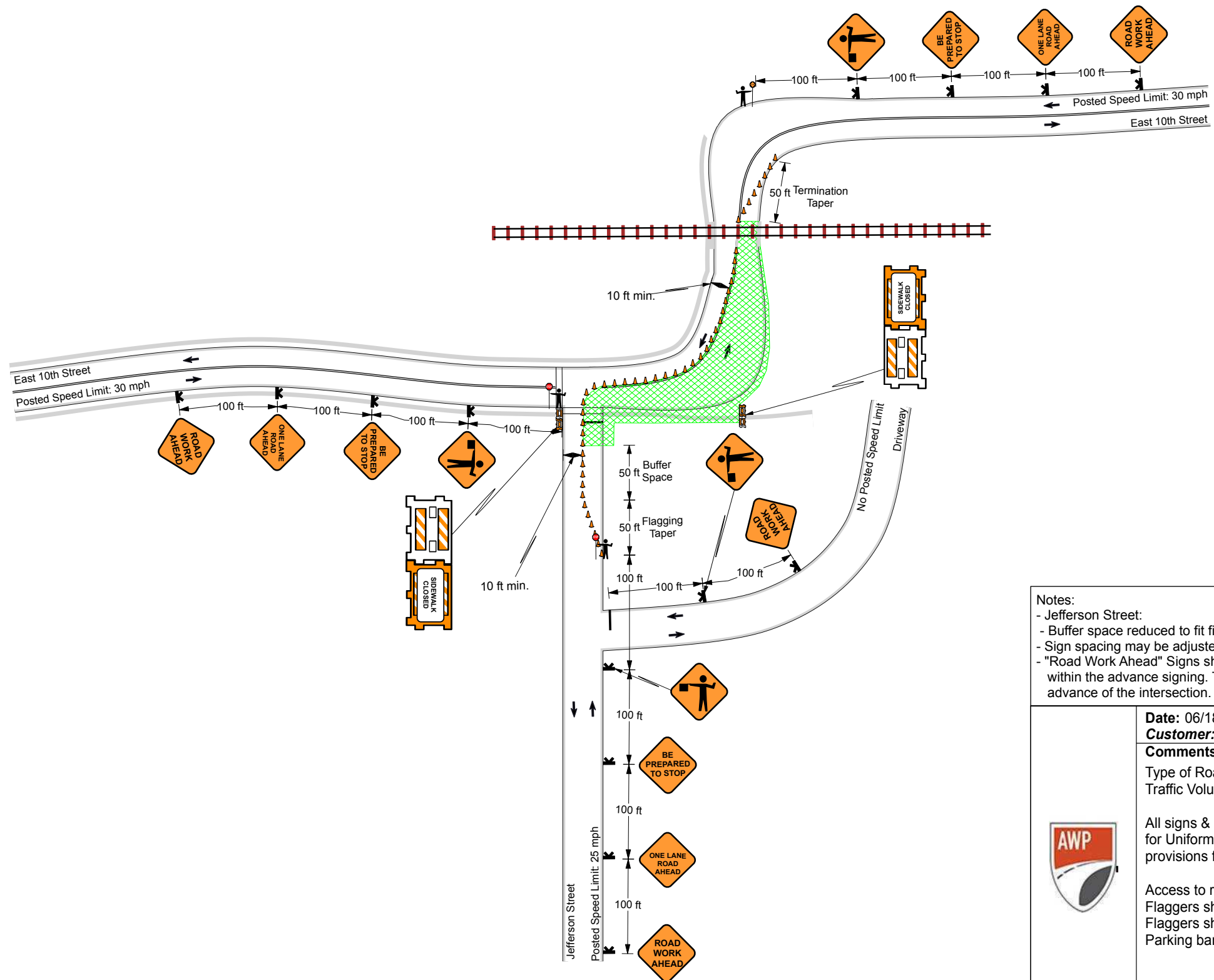
We would like to start the project on July 6, 2017. We anticipate these repairs to take 12 working days. We will be working a Monday through Friday work week from 7 AM to 5 PM, with an anticipated completion date of July 19, 2017. Both vehicular traffic lanes would be open outside of these hours each day with no restrictions.

Kindest regards,

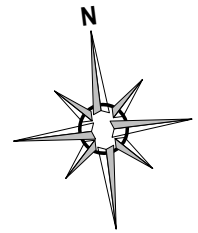
Nick R. Beneke  
Project Manager

NRB/kl





**Notes:**  
 - Jefferson Street:  
 - Buffer space reduced to fit field conditions.  
 - Sign spacing may be adjusted to fit field conditions.  
 - "Road Work Ahead" Signs shall be placed on all cross streets intersecting within the advance signing. The sign shall be placed a minimum of 100 feet in advance of the intersection.



Legend	
	Work Area
	Cone
	Portable Sign Stand
	ADA Pedestrian Barricade



**Date:** 06/18/2017 **Author:** A. Vikram **Project:** East 10th Street. Emergency RR Bridge Repairs - Bloomington, IN  
**Customer:** Koppers Railroad Structures **Quote# :** 17-140-2923 **Reviewer:** J. McCarty

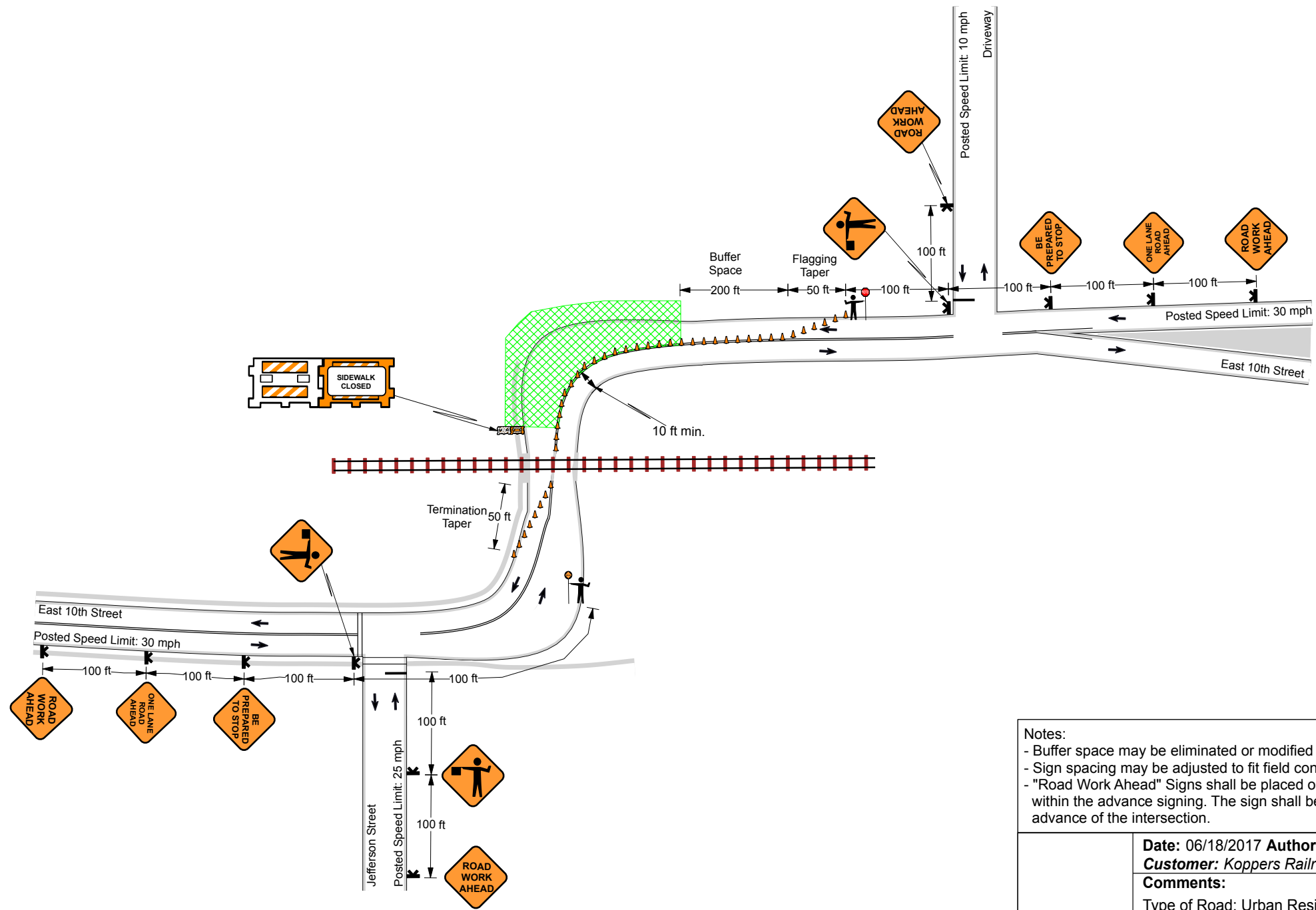
**Comments:**  
 Type of Road: Urban Residential  
 Traffic Volume: Light to Moderate

All signs & devices shall be placed in accordance with the latest provisions of Indiana Department of Transportation Manual for Uniform Traffic Control Devices (MUTCD) with respect to any applicable provisions from the City of Bloomington.

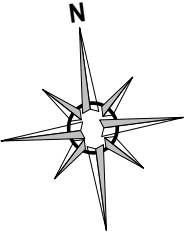
Access to residential and commercial driveways to be maintained at all times.  
 Flaggers shall be trained in safe temporary traffic control practices.  
 Flaggers shall remain in constant communications, via two-way radio, at all times  
 Parking ban shall be coordinated with the Bloomington Police Department.

PLANS ARE NOT TO SCALE





**Notes:**  
 - Buffer space may be eliminated or modified to fit field conditions.  
 - Sign spacing may be adjusted to fit field conditions.  
 - "Road Work Ahead" Signs shall be placed on all cross streets intersecting within the advance signing. The sign shall be placed a minimum of 100 feet in advance of the intersection.



Legend	
	Portable Sign Stand
	ADA Pedestrian Barricade
	Work Area
	Cone

**Date:** 06/18/2017 **Author:** A. Vikram **Project:** East 10th Street. Emergency RR Bridge Repairs - Bloomington, IN  
**Customer:** Koppers Railroad Structures **Quote# :** 17-140-2923 **Reviewer:** J. McCarty

**Comments:**  
 Type of Road: Urban Residential  
 Traffic Volume: Light to Moderate



All signs & devices shall be placed in accordance with the latest provisions of Indiana Department of Transportation Manual for Uniform Traffic Control Devices (IMUTCD) with respect to any applicable provisions from the City of Bloomington.

Access to residential and commercial driveways to be maintained at all times.  
 Flaggers shall be trained in safe temporary traffic control practices.  
 Flaggers shall remain in constant communications, via two-way radio, at all times  
 Parking ban shall be coordinated with the Bloomington Police Department.



## Board of Public Works Staff Report

---

**Project/Event:** Request from Indiana University to Temporarily Close the Southeast corner of 7<sup>th</sup> and Indiana

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Roy Aten

**Date:** 06/27/2017

---

**Report:** Indiana University is requesting permission to temporarily close the eastern most northbound lane of North Indiana Avenue, from East 6<sup>th</sup> Street to East 7<sup>th</sup> Street. The closure will begin on or after July 18th, 2017 and continue through October 16th, 2017. The closure is being requested so that the University may reconstruct the southeast corner of the intersection of 7<sup>th</sup> and Indiana.

Vehicle traffic will be shifted to the western northbound lane and a pedestrian detour will be used on the western and northern sidewalk.

Indiana University is the property owner immediately adjacent to the workzone and are aware of the request.

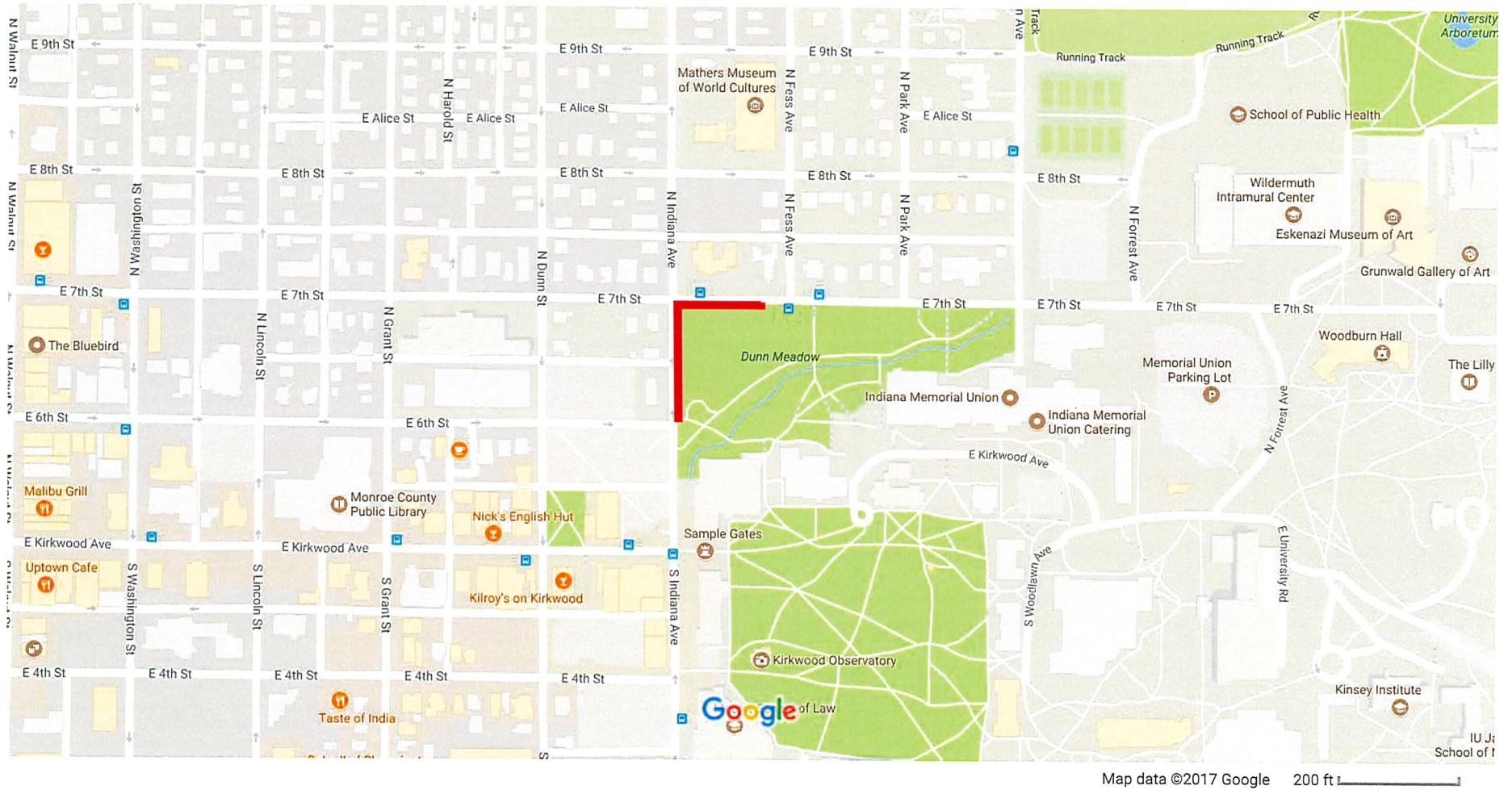
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**Recommendation and Supporting Justification:** Staff has reviewed the request and recommends granting permission to Indiana University for the temporary lane restrictions at the intersection of 7<sup>th</sup> and Indiana.

**Recommend**  **Approval**  **Denial by:** *Roy Aten*

# INDIANA UNIVERSITY 7TH AND INDIANA PROJECT 07/18/2017 THROUGH 10/16/2017

Google Maps







# INDIANA UNIVERSITY

REAL ESTATE DEPARTMENT

Bloomington

June 15, 2017

*Via Electronic Delivery*

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

Re: N. Indiana Ave. requested lane restrictions

Dear Board Members:

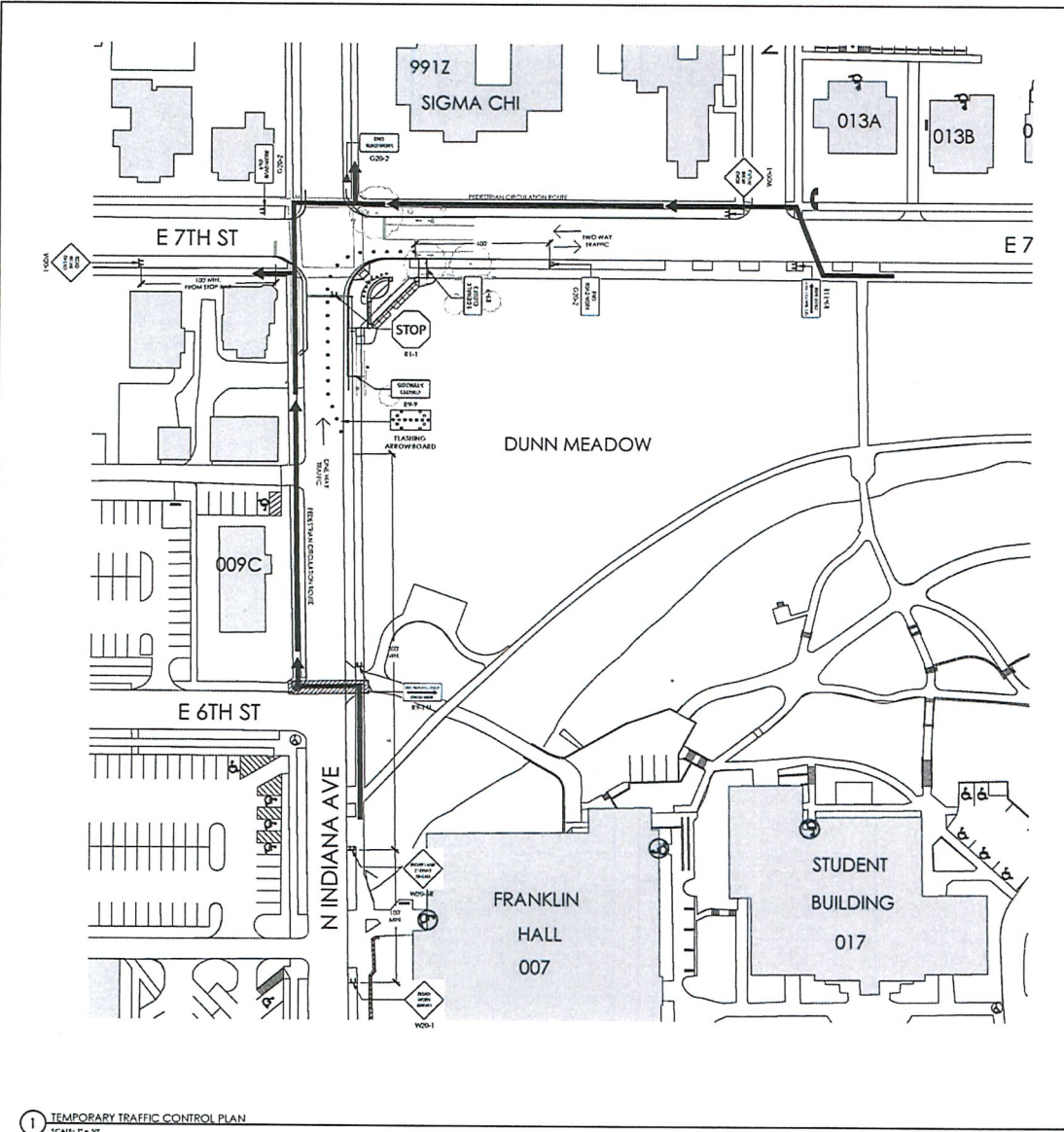
Indiana University ("IU") is planning a gateway project at N. Indiana Ave. and E. 7<sup>th</sup> St. In order to facilitate this project, IU is respectfully requesting the temporary closure of the east lane of N. Indiana Ave. between E. 6<sup>th</sup> St. and E. 7<sup>th</sup> St., as well as the closure of the sidewalk along the east side of N. Indiana Ave. between E. 6<sup>th</sup> St. and E. 7<sup>th</sup> St., in accordance with the attached Management of Traffic Plan. IU is requesting these closures from July 18, 2017 through October 16, 2017, with the exception that the lane will be open during IU's move-in week.

IU will coordinate with the City of Bloomington and City of Bloomington Utilities, law enforcement, and transit providers to assure that this restriction and closure information is well communicated. Therefore, IU respectfully requests that the Board of Public Works approves the restrictions closure referenced above from July 18, 2017 through October 16, 2017.

Kind regards,

Charles Northrop  
Real Estate Manager

cc: Roy Aten, City of Bloomington Engineering  
Adam Wason, Director, City of Bloomington Public Works  
Jason Banach, University Director of Real Estate, Indiana University



**MAINTENANCE OF TRAFFIC REQUIREMENTS:**

- ALL SIGNS AND BARRICADES TO BE PLACED IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- ALL SIGNS TO BE IN ACCORDANCE WITH INDOT STANDARDS AND INDIANA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- ALL SIGNS, BARRICADES, AND CHANNELIZER BARRIERS TO BE ADJUSTED WITH A TRUCK OR RAMP WARNING LIGHT AND BE MAINTAINED CLOSE TO SHOWN.
- ALL CONSTRUCTION WITHIN THE ROADWAY SHALL COMMENCE ON OR AFTER JULY 16, 2017 AND BE SUBSTANTIALLY COMPLETED BY OCTOBER 01, 2017. NO CONSTRUCTION SHALL OCCUR FROM FRIEDLAND AVENUE TO WEST THROUGH MONDAY, AUGUST 14, 2017. CONTRACTOR SHALL RELAY LANE RESTRICTIONS DURING THIS PERIOD.
- CONTRACTOR SHALL COORDINATE PLACEMENT OF ALL SIGNS AND BARRICADES WITH ADJACENT CONSTRUCTION OR UTILITY PROJECTS, NOT PART OF THIS WORK.
- MAINTAIN CIRCULATION OF EXISTING BIODIVERSITY TRAILS AND INDIANA UNIVERSITY CAMPUS SHUTTLE ROUTES. CONTRACTOR SHALL POSITION CHANNELIZER BARRIERS AT 7TH STREET AND INDIANA AVENUE INTERSECTION TO PROVIDE FOR ADEQUATE TURNING MOVEMENTS.
- DO NOT BLOCK EXISTING BKE LANES ALONG 7TH STREET WITH MATERIALS OR CONSTRUCTION EQUIPMENT.

**PEDESTRIAN TRAFFIC REQUIREMENTS:**

- AN ADA ACCESSIBLE SIDEWALK OR PATH MUST BE AVAILABLE ON BOTH SIDES OF INDIANA AVENUE AT ALL TIMES. TEMPORARY COMPACTED SIDEWALK IS ALLOWED SO LONG AS IT IS BARRICADED CORRECTLY. CONTRACTOR SHALL REPAIR AND RESTORE TEMPORARY RAMP TO ORIGINAL SITE CONDITIONS, RE-SOD ALL DISBURSED AREAS.
- CHANNELIZED/MARKED CROSSINGS OF INDIANA AVENUE MUST BE PROVIDED WITHIN 40' OF THE INTERSECTION TO ALL COWAS-WEST CROSSING OF THE WORK ZONE.
- PEDESTRIAN CORRIDORS SHALL BE FENCED FROM THE WORK ZONE EXCEPT AT THE DESIGNATED CROSSING.
- IF CONSTRUCTION TRAFFIC MUST ALSO CROSS A DESIGNATED PEDESTRIAN CROSSING, A FLAGGER WILL BE PROVIDED TO MONITOR CROSSINGS OF CONSTRUCTION EQUIPMENT AND FENCE RE-CLOSURE.

**MAINTENANCE OF TRAFFIC SIGN SCHEDULE:**

- W20-1 SIGN, ROAD WORK AHEAD  
36"x36", RETRO-REFLECTIVE
- W20-28 SIGN, RIGHT LANE CLOSED AHEAD  
36"x36", RETRO-REFLECTIVE
- W20-3 SIGN, END ROAD WORK  
36"x36", RETRO-REFLECTIVE
- W1-1 SIGN, SIDEWALK CLOSED  
24"x12"
- W1-11 SIGN, SIDEWALK CLOSED AHEAD, CROSS HERE  
24"x12" (ARROW DIRECTION TABLE)
- W1-1 SIGN, STOP  
36"x36" (ARROW DIRECTION TABLE)

**MAINTENANCE OF TRAFFIC LEGEND:**

- TEMPORARY CURB RAMP  
SEE PEDESTRIAN TRAFFIC REQUIREMENT #1.
- CONSTRUCTION SIGN
- CHANNELIZER BARRIERS WITH WARNING LIGHT, SPACED AS REQUIRED.
- CONSTRUCTION FENCE, SEE DEMOLITION PLAN
- FLASHING ARROWBOARDS (EMERGE LEFT)  
48"x24"

**RUNDELL ERNSTBERGER ASSOCIATES**  
 Land Architecture + Urban Design + Land Planning  
 418 East Market Street, Indianapolis, IN 46202  
 TEL (317) 233-8127 FX (317) 233-2088  
 411 W Main Street, Suite 201, Louisville, KY 40202  
 TEL (502) 581-8274 FX (502) 581-9774  
 www.reaia.com

**BLEDSCOE RIGGERT COOPER JAMES**  
 Land Surveying + Civil Engineering + GIS  
 1331 West Topco Road, Indianapolis, IN 47403  
 TEL (317) 336-8277 EM conrj@brcjco.com

**GENESIS ENGINEERING GROUP**  
 Electrical Engineering  
 91 South Adams Street, Suite 205, Shelbyville, IN 46277  
 TEL (317) 927-8307 EM genesis-engineering.com

**INDIANA UNIVERSITY**  
 Max Wilson, Landscape Architect  
 UNIVERSITY ARCHITECTS OFFICE  
 1800 H. Ronge Road, Service Building B1A30  
 Bloomington, IN 47406  
 PH (317) 855-5032 FX (317) 855-9387

**7TH ST AND INDIANA AVENUE  
GATEWAY IMPROVEMENTS**  
 INDIANA UNIVERSITY | BLOOMINGTON CAMPUS  
 IU PROJECT # 20140008 - BLODA

0 25 50 100  
 NORTH  
 SCALE: 1" = 50'

DATE	BY	REVISION	DATE
	AK		
	AK		

**COPYRIGHT NOTICE:**  
 I hereby certify that this drawing was prepared by me or under my direct supervision and that I am a duly licensed professional engineer in the State of Indiana. I am not aware of any falsification of this drawing or any part thereof.

MAINTENANCE OF TRAFFIC PLAN

Professional Engineer  
 No. 11568  
 STATE OF INDIANA  
 CENTRAL DISTRICT

REVISION: REA Project #: 161466  
 DATE: 06/15/2017  
 DRAWN BY: KDK  
 REVIEWED BY: JCI

C100



## Board of Public Works Staff Report

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**Project/Event:** Approve Change Orders #5 for Woodlawn Railroad Crossing  
**Petitioner/Representative:** Planning and Transportation Department  
**Staff Representative:** Roy Aten  
**Date:** 06/27/2017

---

**Report:** Change order #5 for the Woodlawn RR Crossing Project is anticipated to be the final change order, and will cover quantity adjustments on three pay items for the contract. As is typical with any INDOT project, any final pay item quantity that changes by 25%, or is considered a significant adjustment, will be covered by a change order. The following three items exceeded this threshold for the project:

1. The original common excavation quantity was estimated by the Design Engineer to be 2,265 cubic yards (cyd). After excavation the final common excavation quantity was calculated to be 3,210 cyd. This change order will increase the common excavation quantity by 945 cyd at the bid price of \$29.50/cyd, for an increase in contract price of \$27,877.50.
2. The original rock excavation was estimated by the Design Engineer to be 2,755 cyd. After excavation the final quantity was measured to be 1081.23 cyd. This change order will decrease the rock excavation quantity by 1,673.77 cyd at a bid price of \$42.05/cyd, for a decrease in contract price of \$70,382.02.
3. The original top soil was estimated by the Design Engineer to be 779 cyd. After placement the final quantity was measured to be 463 cyd. This change order will decrease the top soil quantity by 316 cyd at a bid price of \$80.00/cyd, for a decrease in contract price of \$25,280.00.

The total change to the contract price for these three items will be a decrease of \$67,784.52.

---

**Recommendation and Supporting Justification:** City, Indiana University and INDOT staff have reviewed the change order and are recommending approval.

**Recommend**  **Approval**  **Denial** by: *Roy Aten*

---

Board of Public Works  
Staff Report

**INDIANA Department of Transportation  
Construction Change Order and Time Extension Summary**

**Contract Information**

District:SEYMOUR DISTRICT

Contract No.: R -38344

AE:Wren, Rachel

Letting Date:04/06/2016

PE/S:Everett, Eric

Status:Pending

**Change Order Information**

Date Generated: 00/00/0000

Change Order No.: 005

Date Approved: 00/00/0000

EWA: N or Force Acct: N

Reason Code: FINAL QUANTITY ADJUSTMENT

Description: Final Quantity Adjustment

Original Contract Amount

\$ 1,169,437.40

Current Change Order Amount

\$ -67,784.53

Percent: -5.796 %

Total Previous Approved Changes

\$ 27,878.41

Percent: 2.384 %

Total Change To-Date

\$ -39,906.12

Percent: -3.412 %

Modified Contract Amount

\$ 1,129,531.28

**Time Extension Information**

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0

SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE:\_\_\_\_\_ DCE:\_\_\_\_\_ SCE:\_\_\_\_\_ DDCM:\_\_\_\_\_

SS Days\_\_\_\_\_

SP Days Value \$ \_\_\_\_\_

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000

or SP Days 0

**INDIANA Department of Transportation  
Construction Change Order and Time Extension Summary**

**Review and Approval Information**

Required Approval Authority AE:\_\_\_\_\_ DCE:\_\_\_\_\_ SCE:\_\_\_\_\_ \* DDCM:\_\_\_\_\_ \*  
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K - ) ( -- LE \$ 2 M -- ) ( -- GT \$ 2 M -- )  
(Days per Contract) ( 50 SS days ) ( 100 SS days ) ( 200 SS Days ) ( GT 200 SS days)

Verbal Approval Required? Y / N If Y, by\_\_\_\_\_ Date Issued\_\_\_\_\_

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager\_\_\_\_\_

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) \_\_\_\_\_  
Required? Date to PM\_\_\_\_\_ Date Returned\_\_\_\_\_

Approval Authority Concurs with PM? Y / N If Y, Concurrence by\_\_\_\_\_ Date\_\_\_\_\_  
If N,Resolution: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_  
Resolved by\_\_\_\_\_ Date\_\_\_\_\_

LPA Signatures Required? Y / N If Y, Date to LPA \_\_\_\_\_ Date Returned \_\_\_\_\_

FHWA Signatures Required? Y / N If Y, Date to FHWA\_\_\_\_\_ Date Returned\_\_\_\_\_

\* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer \_\_\_\_\_ Date \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Contract: R -38344  
 Project: 1500380 - State:150038000LC5  
 Change Order Nbr: 005  
 Change Order Description: Final Quantity Adjustment  
 Reason Code: FINAL QUANTITY ADJUSTMENT

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0012	1500380	0012	203-02000	CYS	29.500	945.000	C	Amount:\$ 27,877.50
<b>Item Description:</b> EXCAVATION, COMMON								
Supplemental Description1:								
Supplemental Description2:								
0013	1500380	0013	203-02010	CYS	42.050	-1673.770	C	Amount:\$ -70,382.02
<b>Item Description:</b> EXCAVATION, ROCK								
Supplemental Description1:								
Supplemental Description2:								
0052	1500380	0052	621-06570	CYS	80.000	-316.000	C	Amount:\$ -25,280.00
<b>Item Description:</b> TOPSOIL								
Supplemental Description1:								
Supplemental Description2:								

Total Value for Change Order 005 = \$ -67,784.52

**Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.**

General or Standard Change Order Explanation

In accordance with INDOT Construction Memorandum 14-05, this Change Order will adjust final pay quantities to the following items which overran or underran planned quantity by \$20,000. Items 0012 and 0013, Excavation, Common and Excavation, Rock. The total excavation for the project did not reach the planned total quantity of rock excavation, 2,755 cys, and common excavation, 2,265 cys, combined total of 5020 cys. The total excavation for the project was 4291.23 cys. The depth and location of rock was an estimated quantity and the engineer gave a conservative estimate for rock excavation. The common excavation is higher than planned quantity because less rock was found than expected. This resulted in less rock excavation and a net credit to the project of \$42504. 53. Item 0052, Topsoil. During construction the contractor was careful to save as much existing topsoil as possible. The depth of topsoil was checked and flora growth was evident and over 70%.

**Change Order Explanation for Specific Line Item**

\*\*\*\*\*

It is the intent of the parties that this change order is full and complete compensation for the work describe above.  
 Notification and consent to this change order is hereby acknowledged.

Contractor: \_\_\_\_\_

Signed By: \_\_\_\_\_

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

\*\*\*\*\*

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

\*\*\*\*\*

APPROVED FOR LOCAL PUBLIC AGENCY

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

\*\*\*\*\*

SUBMITTED FOR CONSIDERATION

PE/S \_\_\_\_\_

\*\*\*\*\*

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

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Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Everett, Eric	00/00/0000	Action Pending
Area Engineer	Wren, Rachel	00/00/0000	Action Pending

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Progressive Record Activity Report - CLN  
 Contract Line Item No. 0052  
 TOPSOIL

Unit Price 80.000 Unit CYS

Contract ID: R-38344

PCN 1500380		PLN 0052		Project Location MONROE COUNTY - ON WOODLAWN AVENUE BETWEEN 12TH AND 13TH STREET IN THE CITY OF BLOOMINGTON					
DWR Date	DWR User ID	LOC. From	LOC. To	Location Installed		Reported Quantity	Paid Quantity	Amount	
09/03/2016	xeever	+ 0.000	+ 0.000	Topsoil Wall & Curb to SW		150.000	150.000	\$12,000.000	
09/17/2016	xeever	12 + 56.000	16 + 4.000	Topsoil for grading		140.000	140.000	\$11,200.000	
10/04/2016	xeever	+ 0.000	+ 0.000	QTY Correction 8/26		173.000	173.000	\$13,840.000	
Project Total (PCN)						463.000	463.000	\$37,040.000	
Grand Total (CLN)						463.000	463.000	\$37,040.000	

CLN: 0052	Item Code: 621-06570	Units: CYS	CUBIC YARDS (English)
Item Description: TOPSOIL			

Project Nbr: 1500380
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Project: 1500380	PLN: 0052	DWR Date: 09/03/2016	Quantity: 150.000	Location: Topsoil Wall & Curb to SW	
Station	Offset	Distance	Station	Offset	Distance
From: + 0.000		0.000	To: + 0.000		0.000
Remarks:					
Authorized: Yes		Attachments: No		Paid: Yes	

DWR Templates
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Project: 1500380	PLN: 0052	DWR Date: 09/17/2016	Quantity: 140.000	Location: Topsoil for grading	
Station	Offset	Distance	Station	Offset	Distance
From: 12 + 56.000		RT 0.000	To: 16 + 4.000		LT 0.000
Remarks:					
Authorized: Yes		Attachments: No		Paid: Yes	

DWR Templates
---------------

Project: 1500380	PLN: 0052	DWR Date: 10/04/2016	Quantity: 173.000	Location: QTY Correction 8/26	
Station	Offset	Distance	Station	Offset	Distance
From: + 0.000		0.000	To: + 0.000		0.000
Remarks: This was work done on the west side of Woodlawn Ave between 15+00 and 16+00.					
Authorized: Yes		Attachments: No		Paid: Yes	

DWR Templates
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CLN Reported Quantity:	463.000
CLN Authorized Quantity:	463.000
CLN Paid Quantity:	463.000
% Complete:	59.44

CLN Summary Information includes quantities from selected date range  
 CLN Paid Quantity = Quantity on Approved Estimates  
 % Complete = (Authorized Quantity)/(Bid Quantity + Approved CO Quantity)

Progressive Record Activity Report - CLN  
 Contract Line Item No. 0013  
 EXCAVATION, ROCK

Unit Price      42.050      Unit      CYS

Contract ID: R-38344

PCN	1500380	PLN	0013	Project Location MONROE COUNTY - ON WOODLAWN AVENUE BETWEEN 12TH AND 13TH STREET IN THE CITY OF BLOOMINGTON					
DWR Date	DWR User ID	LOC. From		LOC. To		Location Installed	Reported Quantity	Paid Quantity	Amount
07/01/2016	xeeper	15	+ 50.000	14	+ 30.000	Rock Excavation N. of Railroad Track	200.000	200.000	\$8,410.000
07/12/2016	xeeper	14	+ 30.000	16	+ 5.000	Rock Excavation for grade N. of RR	141.000	141.000	\$5,929.050
07/13/2016	xeeper	13	+ 76.000	13	+ 76.000	STR 589 excavation	1.850	1.850	\$77.793
07/14/2016	xeeper	14	+ 16.000	14	+ 1.000	STR 587 Outfall	5.000	5.000	\$210.250
07/15/2016	xeeper	13	+ 76.000	14	+ 19.000	STR 589 to 590	32.000	32.000	\$1,345.600
07/18/2016	xeeper	14	+ 5.000	16	+ 5.000	Boulders N. of RR	43.000	43.000	\$1,808.150
07/20/2016	xeeper	15	+ 0.000	14	+ 75.000	For proposed road North of tracks	4.000	4.000	\$168.200
07/29/2016	xeeper	2917	+ 29.000	2919	+ 79.000	Sitelines, 25ft both left and right	300.000	300.000	\$12,615.000
07/30/2016	xeeper	14	+ 97.000	14	+ 87.000	From str 598-599 along the first 54'	16.000	16.000	\$672.800
08/01/2016	xeeper	14	+ 97.000	14	+ 71.000	Str. 598- Str. 599	24.600	24.600	\$1,034.430
08/05/2016	xeeper	14	+ 71.000	15	+ 1.000	From STR 599 to 600 and STR 600	36.400	36.400	\$1,530.620
08/06/2016	xeeper	14	+ 35.000	14	+ 60.000	North of tracks right of centerline	23.000	23.000	\$967.150
08/09/2016	xeeper	15	+ 1.000	15	+ 17.000	Structure 600 15+01	10.000	10.000	\$420.500
08/10/2016	xeeper	15	+ 1.000	15	+ 1.000	Str. 600-Str. 601	21.620	21.620	\$909.121
08/11/2016	xeeper	15	+ 1.000	15	+ 45.000	Bewteen structure 600 and 604.	19.000	19.000	\$798.950
08/12/2016	xeeper	15	+ 1.000	14	+ 55.000	Str.601-Str.601A	11.560	11.560	\$486.098

Progressive Record Activity Report - CLN  
 Contract Line Item No. 0013  
 EXCAVATION, ROCK

Unit Price      42.050      Unit      CYS

Contract ID: R -38344

08/12/2016	xeeper	15	+ 1.000	15	+ 1.000	Str. 601	4.600	4.600	\$193.430
08/12/2016	xeeper	14	+ 55.000	14	+ 55.000	Str. 601A	4.600	4.600	\$193.430
08/12/2016	xeeper	14	+ 55.000	14	+ 18.000	Str. 601A-Str. 602 including Str. 602	13.000	13.000	\$546.650
08/19/2016	xeeper	2919	+ 79.000	2117	+ 29.000	NE RR Sightlines	30.000	30.000	\$1,261.500
09/01/2016	xeeper	2912	+ 50.000	2917	+ 29.000	N RR Clearing Past 250'	80.000	80.000	\$3,364.000
09/02/2016	xeeper	2917	+ 29.000	2912	+ 50.000	South RR Rock Cut Past 250'	60.000	60.000	\$2,523.000
Project Total (PCN)							1,081.230	1,081.230	\$45,465.722
Grand Total (CLN)							1,081.230	1,081.230	\$45,465.722

CLN: 0013	Item Code: 203-02010	Units: CYS	CUBIC YARDS (English)
Item Description: EXCAVATION, ROCK			

Project Nbr: 1500380
----------------------

Project: 1500380	PLN: 0013	DWR Date: 07/01/2016	Quantity: 200.000	Location: Rock Excavation N. of Railroad Track
Station		Offset Distance	Station	Offset Distance
From: 15	+ 50.000	RT 0.000	To: 14	+ 30.000 LT 0.000

Remarks:

Authorized: Yes      Attachments: No      Paid: Yes

DWR Templates
---------------

Project: 1500380	PLN: 0013	DWR Date: 07/12/2016	Quantity: 141.000	Location: Rock Excavation for grade N. of RR
Station		Offset Distance	Station	Offset Distance
From: 14	+ 30.000	RT 0.000	To: 16	+ 5.000 LT 0.000

Remarks:

Authorized: Yes      Attachments: No      Paid: Yes

DWR Templates
---------------

Project: 1500380	PLN: 0013	DWR Date: 07/13/2016	Quantity: 1.850	Location: STR 589 excavation
Station		Offset Distance	Station	Offset Distance
From: 13	+ 76.000	RT 22.000	To: 13	+ 76.000 RT 17.000

Remarks:

Authorized: Yes      Attachments: No      Paid: Yes

DWR Templates
---------------

Project: 1500380	PLN: 0013	DWR Date: 07/14/2016	Quantity: 5.000	Location: STR 587 Outfall
Station		Offset Distance	Station	Offset Distance
From: 14	+ 16.000	LT 75.000	To: 14	+ 1.000 LT 70.000

Remarks:

Authorized: Yes      Attachments: No      Paid: Yes

DWR Templates
---------------

Project: 1500380	PLN: 0013	DWR Date: 07/15/2016	Quantity: 32.000	Location: STR 589 to 590
Station		Offset Distance	Station	Offset Distance
From: 13	+ 76.000	RT 22.000	To: 14	+ 19.000 RT 30.000

Remarks:

Authorized: Yes      Attachments: No      Paid: Yes

DWR Templates
---------------

CLN: 0013	Item Code: 203-02010	Units: CYS	CUBIC YARDS (English)
Item Description: EXCAVATION, ROCK			

Project Nbr: 1500380
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Project: 1500380	PLN: 0013	DWR Date: 07/18/2016	Quantity: 43.000	Location: Boulders N. of RR
Station		Offset Distance	Station	Offset Distance
From: 14	+ 5.000	rt 0.000	To: 16	+ 5.000
Remarks:				
Authorized: Yes	Attachments: No		Paid: Yes	

DWR Templates
---------------

Project: 1500380	PLN: 0013	DWR Date: 07/20/2016	Quantity: 4.000	Location: For proposed road North of tracks
Station		Offset Distance	Station	Offset Distance
From: 15	+ 0.000	00 0.000	To: 14	+ 75.000
Remarks:				
Authorized: Yes	Attachments: No		Paid: Yes	

DWR Templates
---------------

Project: 1500380	PLN: 0013	DWR Date: 07/29/2016	Quantity: 300.000	Location: Sitelines, 25ft both left and right
Station		Offset Distance	Station	Offset Distance
From: 2917	+ 29.000	LF 25.000	To: 2919	+ 79.000
Remarks:				
Authorized: Yes	Attachments: No		Paid: Yes	

DWR Templates
---------------

Project: 1500380	PLN: 0013	DWR Date: 07/30/2016	Quantity: 16.000	Location: From str 598-599 along the first 54'
Station		Offset Distance	Station	Offset Distance
From: 14	+ 97.000	LF 170.000	To: 14	+ 87.000
Remarks:				
Authorized: Yes	Attachments: No		Paid: Yes	

DWR Templates
---------------

Project: 1500380	PLN: 0013	DWR Date: 08/01/2016	Quantity: 24.600	Location: Str. 598- Str. 599
Station		Offset Distance	Station	Offset Distance
From: 14	+ 97.000	LF 170.000	To: 14	+ 71.000
Remarks:				
Authorized: Yes	Attachments: No		Paid: Yes	

DWR Templates
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CLN: 0013	Item Code: 203-02010	Units: CYS	CUBIC YARDS (English)
Item Description: EXCAVATION, ROCK			

Project Nbr: 1500380
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Project: 1500380    PLN: 0013    DWR Date: 08/05/2016    Quantity: 36.400    Location: From STR 599 to 600 and STR 600

Station	Offset	Distance	Station	Offset	Distance
From: 14	+	71.000	To: 15	+	1.000
	It	35.000		It	35.000

Remarks:

Authorized: Yes    Attachments: No    Paid: Yes

DWR Templates
---------------

Project: 1500380    PLN: 0013    DWR Date: 08/06/2016    Quantity: 23.000    Location: North of tracks right of centerline

Station	Offset	Distance	Station	Offset	Distance
From: 14	+	35.000	To: 14	+	60.000
	Rt	30.000		Rt	30.000

Remarks:

Authorized: Yes    Attachments: No    Paid: Yes

DWR Templates
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Project: 1500380    PLN: 0013    DWR Date: 08/09/2016    Quantity: 10.000    Location: Structure 600 15+01

Station	Offset	Distance	Station	Offset	Distance
From: 15	+	1.000	To: 15	+	17.000
	Lf	35.000		Lf	35.000

Remarks:

Authorized: Yes    Attachments: No    Paid: Yes

DWR Templates
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Project: 1500380    PLN: 0013    DWR Date: 08/10/2016    Quantity: 21.620    Location: Str. 600-Str. 601

Station	Offset	Distance	Station	Offset	Distance
From: 15	+	1.000	To: 15	+	1.000
	Lf	31.000		Rt	20.000

Remarks:

Authorized: Yes    Attachments: No    Paid: Yes

DWR Templates
---------------

Project: 1500380    PLN: 0013    DWR Date: 08/11/2016    Quantity: 19.000    Location: Bewteen structure 600 and 604.

Station	Offset	Distance	Station	Offset	Distance
From: 15	+	1.000	To: 15	+	45.000
	Lf	35.000		Lf	35.000

Remarks:

Authorized: Yes    Attachments: No    Paid: Yes

DWR Templates
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CLN: 0013	Item Code: 203-02010	Units: CYS	CUBIC YARDS (English)
Item Description: EXCAVATION, ROCK			

Project Nbr: 1500380
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Project: 1500380	PLN: 0013	DWR Date: 08/12/2016	Quantity: 11.560	Location: Str.601-Str.601A
Station		Offset Distance	Station	Offset Distance
From: 15	+ 1.000	Rt 20.000	To: 14	+ 55.000 Rt 35.000
Remarks:				
Authorized: Yes		Attachments: No		Paid: Yes

DWR Templates
---------------

Project: 1500380	PLN: 0013	DWR Date: 08/12/2016	Quantity: 4.600	Location: Str. 601
Station		Offset Distance	Station	Offset Distance
From: 15	+ 1.000	Rt 20.000	To: 15	+ 1.000 Rt 20.000
Remarks:				
Authorized: Yes		Attachments: No		Paid: Yes

DWR Templates
---------------

Project: 1500380	PLN: 0013	DWR Date: 08/12/2016	Quantity: 4.600	Location: Str. 601A
Station		Offset Distance	Station	Offset Distance
From: 14	+ 55.000	Rt 35.000	To: 14	+ 55.000 Rt 35.000
Remarks:				
Authorized: Yes		Attachments: No		Paid: Yes

DWR Templates
---------------

Project: 1500380	PLN: 0013	DWR Date: 08/12/2016	Quantity: 13.000	Location: Str. 601A-Str. 602 including Str. 602
Station		Offset Distance	Station	Offset Distance
From: 14	+ 55.000	Rt 35.000	To: 14	+ 18.000 Rt 45.000
Remarks:				
Authorized: Yes		Attachments: No		Paid: Yes

DWR Templates
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Project: 1500380	PLN: 0013	DWR Date: 08/19/2016	Quantity: 30.000	Location: NE RR Sightlines
Station		Offset Distance	Station	Offset Distance
From: 2919	+ 79.000	RT 25.000	To: 2117	+ 29.000 RT 25.000
Remarks:				
Authorized: Yes		Attachments: No		Paid: Yes

DWR Templates
---------------

CLN: 0013	Item Code: 203-02010	Units: CYS	CUBIC YARDS (English)
Item Description: EXCAVATION, ROCK			

Project Nbr: 1500380
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Project: 1500380	PLN: 0013	DWR Date: 09/01/2016	Quantity: 80.000	Location: N RR Clearing Past 250'					
Station	Offset	Distance	Station	Offset	Distance				
From: 2912	+	50.000	RT	0.000	To: 2917	+	29.000	RT	0.000

Remarks:  
Authorized: Yes                      Attachments: No                      Paid: Yes

DWR Templates
---------------

Project: 1500380	PLN: 0013	DWR Date: 09/02/2016	Quantity: 60.000	Location: South RR Rock Cut Past 250'					
Station	Offset	Distance	Station	Offset	Distance				
From: 2917	+	29.000	LT	0.000	To: 2912	+	50.000	LT	0.000

Remarks:  
Authorized: Yes                      Attachments: No                      Paid: Yes

DWR Templates
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CLN Reported Quantity:	1,081.230
CLN Authorized Quantity:	1,081.230
CLN Paid Quantity:	1,081.230
% Complete:	39.25

CLN Summary Information includes quantities from selected date range  
CLN Paid Quantity = Quantity on Approved Estimates  
% Complete = (Authorized Quantity)/(Bid Quantity + Approved CO Quantity)

Progressive Record Activity Report - CLN  
 Contract Line Item No. 0012  
 EXCAVATION, COMMON

Unit Price      29.500      Unit      CYS

Contract ID: R-38344

PCN 1500380		PLN 0012		Project Location MONROE COUNTY - ON WOODLAWN AVENUE BETWEEN 12TH AND 13TH STREET IN THE CITY OF BLOOMINGTON					
DWR Date	DWR User ID	LOC. From		LOC. To		Location Installed	Reported Quantity	Paid Quantity	Amount
07/01/2016	xeeper	16	+ 4.000	14	+ 30.000	Common Excavation N. of Railroad Tracks	1,800.000	1,800.000	\$53,100.000
08/17/2016	xeeper	12	+ 56.000	14	+ 55.000	12+56-14+55	863.000	863.000	\$25,458.500
09/16/2016	xeeper	14	+ 7.000	14	+ 7.000	Cut to grade SW RR ditch	166.000	166.000	\$4,897.000
09/19/2016	xeeper	14	+ 64.000	15	+ 89.000	Retaining Wall Excavation	291.000	291.000	\$8,584.500
09/28/2016	xeeper	2917	+ 56.000	2912	+ 50.000	North Ditch to Walnut	90.000	90.000	\$2,655.000
Project Total (PCN)							3,210.000	3,210.000	\$94,695.000
Grand Total (CLN)							3,210.000	3,210.000	\$94,695.000

CLN: 0012	Item Code: 203-02000	Units: CYS	CUBIC YARDS (English)
Item Description: EXCAVATION, COMMON			

Project Nbr: 1500380
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Project: 1500380    PLN: 0012    DWR Date: 07/01/2016    Quantity: 1,800.000    Location: Common Excavation N. of Railroad Tracks

Station	Offset	Distance	Station	Offset	Distance
From: 16	+	4.000	To: 14	+	30.000
		RT 0.000			LT 0.000

Remarks:

Authorized: Yes    Attachments: No    Paid: Yes

DWR Templates				
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Project: 1500380    PLN: 0012    DWR Date: 08/17/2016    Quantity: 863.000    Location: 12+56-14+55

Station	Offset	Distance	Station	Offset	Distance
From: 12	+	56.000	To: 14	+	55.000
		0 0.000			0 0.000

Remarks:

Authorized: Yes    Attachments: No    Paid: Yes

DWR Templates				
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Project: 1500380    PLN: 0012    DWR Date: 09/16/2016    Quantity: 166.000    Location: Cut to grade SW RR ditch

Station	Offset	Distance	Station	Offset	Distance
From: 14	+	7.000	To: 14	+	7.000
		LT 0.000			LT 0.000

Remarks:

Authorized: Yes    Attachments: No    Paid: Yes

DWR Templates				
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Project: 1500380    PLN: 0012    DWR Date: 09/19/2016    Quantity: 291.000    Location: Retaining Wall Excavation

Station	Offset	Distance	Station	Offset	Distance
From: 14	+	64.000	To: 15	+	89.000
		RT 0.000			RT 0.000

Remarks:

Authorized: Yes    Attachments: No    Paid: Yes

DWR Templates				
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Project: 1500380    PLN: 0012    DWR Date: 09/28/2016    Quantity: 90.000    Location: North Ditch to Walnut

Station	Offset	Distance	Station	Offset	Distance
From: 2917	+	56.000	To: 2912	+	50.000
		RT 0.000			RT 0.000

Remarks:

Authorized: Yes    Attachments: No    Paid: Yes

DWR Templates				
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CLN: 0012	Item Code: 203-02000	Units: CYS	CUBIC YARDS (English)
Item Description: EXCAVATION, COMMON			

Project Nbr:	1500380
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CLN Reported Quantity: 3,210.000  
CLN Authorized Quantity: 3,210.000  
CLN Paid Quantity: 3,210.000  
% Complete: 141.72

CLN Summary Information includes quantities from selected date range  
CLN Paid Quantity = Quantity on Approved Estimates  
% Complete = (Authorized Quantity)/(Bid Quantity + Approved CO Quantity)



## Board of Public Works Staff Report

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**Project/Event:** Engineering Service Agreement with Applied Engineering Services for Electrical System Replacement in 4<sup>th</sup> St. Garage  
**Petitioner/Representative:** Public Works  
**Staff Representative:** Ryan Daily  
**Meeting Date:** 06/27/17

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### Scope of Work:

1. Survey the garage and generate AutoCAD files of sufficient detail to produce the electrical drawings. These AutoCAD files will be given to the Board at the completion of this Project.
2. Engineer replacement power systems including panelboards, conduit and wiring to existing electrical loads. All lighting fixtures and lighting controls are to remain.
3. Engineer new HVAC unit, lighting, and receptacles for the first-floor office.

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**Quoted Price: \$29,500**

### Staff Comments:

This project is the consulting phase of electrical rewiring of the entirety of the 4<sup>th</sup> Street Garage.

Fund Line: 53650 – Other Repairs

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**Recommend**       **Approval**     **Denial**      **by: Ryan Daily**

**PROJECT NAME: Engineering Services for the 4<sup>th</sup> Street Parking Garage Electrical System Replacement Project**

**AGREEMENT FOR CONSULTING SERVICES**

This Agreement, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and Applied Engineering Services (hereinafter referred to as "Consultant"),

**WITNESSETH:**

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to **improve the 4<sup>th</sup> Street Parking Garage by replacing the electrical system in the garage.**

WHEREAS, the Board requires the services of a professional consultant in order to **provide electrical engineering services for this Project**, which shall be hereinafter referred to as "the Services", and the Board wishes to have the flexibility to assign additional tasks to the consultant at its discretion, and;

WHEREAS, the tasks currently identified include the following:

**Provide professional engineering services during: the Design Phase, the Bidding Phase; and the Construction Phase.**

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

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

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

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

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Consultant shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Public Works Department officials designated by the Board as project coordinator(s).



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

**Article 2. Standard of Care:** In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

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

**A. Information/Reports**

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

**B. Representative**

The Board hereby designates Ryan Daily, Parking Garage Manager, Public Works Department (“Daily”) to serve as the Board’s representative for the project. Daily shall have the authority to transmit instructions, receive information, interpret and define the Board’s requirements and make decisions with respect to the Services.

**C. Decisions**

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

**Article 4. Compensation:** The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid including fees and expenses shall not exceed the amount of:

**Twenty-Nine Thousand, Five Hundred Dollars (\$29,500) – Not To Exceed Amount**

This amounts include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board’s designated representative prior to such work being performed, or

expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

**1. Timing and Format for Billing:**

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

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

**2. Billing Records:**

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

**Article 5. Appropriation of Funds:** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

**Article 6. Schedule:** Consultant shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The Consultant shall use reasonable professional efforts to see that the time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

**Article 7. Termination:** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein.

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

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

**Article 10. Reuse of Documents:** All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

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

**Article 12. Independent Contractor Status:** During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

**Article 13. Indemnification:** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

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

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

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

**Article 15. Conflict of Interest:** Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 16. Waiver:** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

**Article 17. Severability:** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 18. Assignment:** Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**Article 19. Third Party Rights:** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

**Article 20. Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

**Article 21. Non-Discrimination:** Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

**Article 22. Compliance with Laws:** In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

Board:

City of Bloomington  
Public Works Department  
Attn: Ryan Daily  
401 N. Morton Street, Suite 120  
Bloomington, IN 47404

Consultant:

Applied Engineering Services  
Attn: Ralph J. Power  
9100 Keystone Crossing, Suite 200  
Indianapolis, IN 46240

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

**Article 24. Intent to be Bound:** The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

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

**Article 26. Verification of New Employee' Employment Status:** Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

Consultant shall require any subcontractors performing work under this Agreement to verify to the Consultant that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Consultant shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the Commission. Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

**Article 27. No Collusion:** Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevent any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit affirming that Contractor has not engaged in any collusive conduct. Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

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

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

Owner

Consultant

City of Bloomington  
Board of Public Works

Applied Engineering Services

By: \_\_\_\_\_  
Kyla Cox Deckard  
President

\_\_\_\_\_  
Ralph J. Power, P.E.  
President

By: \_\_\_\_\_  
Kelly M. Boatman  
Vice President

By: \_\_\_\_\_  
Dana Palazzo  
Secretary  
Vice President

By: \_\_\_\_\_  
Adam Wason, Director  
Public Works Department

By: \_\_\_\_\_  
Philippa M. Guthrie  
Corporation Counsel

**EXHIBIT A – Scope of Services**  
**Page 1 of 3**

**SCOPE OF WORK:**

1. Survey the garage and generate AutoCAD files of sufficient detail to produce the electrical drawings. These AutoCAD files will be given to the Board at the completion of this Project.
2. Engineer replacement power systems including panelboards, conduit and wiring to existing electrical loads. All lighting fixtures and lighting controls are to remain.
3. Engineer new HVAC unit, lighting, and receptacles for the first-floor office.

**SCOPE OF SERVICES – DESIGN PHASE:**

1. The professional design services include the engineering to develop drawings and specifications to be used solely with respect to this project, suitable for public bidding in the State of Indiana, for the above-described Scope of Work. Consultant's drawings will be sealed by a Professional Engineer.
2. Attend the Project kickoff meeting.
3. Visit the site to review existing conditions.
4. Design review submittals [Design Development (DD) and 95% Construction Documents (CD)] plus the Bid Documents (Issue for Bid) submittal. At each submittal, PDF electronic files will be forwarded to the Board for any printing and distribution.
5. Design review/presentation meetings corresponding to the two (2) review submittals in Bloomington.
6. Cost opinions for Consultant's design corresponding to the review submittals plus Issue for Bid.
7. The final design deliverables are: one (1) drawing set, drawn in AutoCAD and submitted in PDF form; and written technical specifications in PDF and book form. The Division 0 and 1 (front-end) specifications will be provided by Consultant using any provided Board standard front end sections.

**SCOPE OF SERVICES – BIDDING PHASE**

1. Administer the pre-bid meeting.
2. Respond to bidder questions and prepare necessary addenda.
3. Attend the bid opening, as requested.



**EXHIBIT A – Scope of Services**  
**Page 2 of 3**

**SCOPE OF SERVICES – CONSTRUCTION PHASE**

1. Attend the pre-construction meeting, as requested.
2. Review shop drawings and product data submittals for conformance with Consultant's contract documents.
3. Respond to Request(s) for Information (RFI) for design clarifications during construction.
4. Issuance of Architectural Supplemental Instructions (ASI) and/or Proposal Requests (PR) related specifically to this Scope of Work.
5. Review of contractor pay application and change orders related to Consultant's Scope of Work.
6. Consultant has included attendance at six (6) bi-weekly construction progress meetings with an accompanying site observation visit. An observation report will be provided after each visit.
7. In addition to the above site visits, one (1) punch list site review and punch list report.
8. One (1) final site visit to verify completion of punch list items/final project completion.
9. Issue the Certificate of Substantial Completion.
10. Construction phase services, such as more frequent field observation or attendance at every progress meeting, are not included in this scope of services.

**EXHIBIT A – Scope of Services**  
**Page 3 of 3**

**ASSUMPTIONS** – Consultant assumes the following regarding the Scope of Work:

1. The estimated construction cost is unknown.
2. The Project will have a single design package with a base bid and agreed upon alternate bids.
3. Asbestos removal and related design, as applicable, is not included in the scope.
4. All design input, scope, and review comments will be received in a timely manner prior to Issue for Bid. Any design input, scope and review comments received after Issue for Bid may be considered as Additional Services. The goal is to not design the project during the bidding and construction process.
5. Site topographical surveys, including the depth of existing utilities, are not included in the scope.
6. Architectural, civil, structural, mechanical (other than office HVAC unit), plumbing, and telecommunications design services have not been included in this scope.
7. Commissioning services and arc flash analysis services are not included in the scope.
8. This scope does not include the preparation of electronic record drawings. If the Board desires record drawings to be prepared, we will review the contractors' as-built mark-ups and provide an additional service fee to prepare record drawings from the construction documents.
9. As Consultant's participation in the observation of the construction work will be on a periodic basis, Consultant is not in a position to find all non-compliant work on the Project. The quality of work and proper installation of all systems is the responsibility of the contractors.

## EXHIBIT B -- Compensation

The total compensation paid including fees and expenses shall not exceed the amount of **Twenty-Nine Thousand, Five Hundred Dollars (\$29,500) – Not To Exceed Amount.** A detailed description of Consultant's Fee is as follows:

Generate AutoCAD Plans of the Garage	\$ 4,500.00
Construction Documents	14,600.00
Bidding Phase	1,500.00
Construction Phase	<u>8,900.00</u>
<b>Total</b>	<b>\$ 29,500.00</b>

## **EXHIBIT C – Schedule**

Consultant shall complete the Project within the Schedule set forth below. Consultant will start active and continuous work on the Project upon issuance of the written Notice to Proceed. Any changes to the Schedule will be agreed to by both the Board and Consultant.

<b><u>Task</u></b>	<b><u>Task Completed On or Before</u></b>
Notice to Proceed – Design Start	June 28, 2017
Initial Site Visit	July 6, 2017
Submit Design Development	August 2, 2017
Design Development Review Meeting	August 9, 2017
Submit 95% Construction Documents	September 6, 2017
FRCO Review Meeting	September 13, 2017
Bid Documents to Printing for Bidders	September 20, 2017
Pre-Bid Meeting	October 4, 2017
Bid Opening	October 11, 2017
Pre-Construction Meeting	November 8, 2017
Start Construction	November 15, 2017
Substantial Completion	February 7, 2018

**EXHIBIT D – Key Personnel**

Ralph J. Power

Principal-in-Charge

Frank Hatcher

Project Manager/Electrical Designer



**EXHIBIT F**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
(Name of Organization)

By: \_\_\_\_\_

\_\_\_\_\_  
(Name and Title of Person Signing)

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Printed Name



**Board of Public Works Claim Register**

Invoice Date Range 06/20/17 - 06/30/17

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
<b>Fund 101 - General Fund</b>				
<b>Department 01 - Animal Shelter</b>				
<b>Program 010000 - Main</b>				
<b>Account 52110 - Office Supplies</b>				
5103 - Staples Contract & Commercial, INC	01-paper	06/20/2017	06/30/2017	25.02
5103 - Staples Contract & Commercial, INC	01-message board	06/20/2017	06/30/2017	<u>50.80</u>
<b>Account 52110 - Office Supplies Totals</b>			Invoice Transactions	<u>\$75.82</u>
<b>Account 52210 - Institutional Supplies</b>				
313 - Fastenal Company	01-trash liners	06/20/2017	06/30/2017	143.14
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline vet prescription food	06/20/2017	06/30/2017	119.97
4586 - Hill's Pet Nutrition Sales, INC	01-adult canine food	06/20/2017	06/30/2017	120.64
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline vet prescription food-6/9/17	06/20/2017	06/30/2017	95.16
4586 - Hill's Pet Nutrition Sales, INC	01-canine food-6/9/17	06/20/2017	06/30/2017	120.64
394 - Kleindorfer Hardware & Variety	01-hose repair parts-valve, gaskets	06/20/2017	06/30/2017	27.56
4549 - Kroger Limited Partnership I	01-rabbit food-romaine lettuce, parsley-6/16/17	06/20/2017	06/21/2017	8.67
4549 - Kroger Limited Partnership I	01-milk	06/20/2017	06/21/2017	3.99
4549 - Kroger Limited Partnership I	01-rabbit food-romaine lettuce, parsley-6/3/17	06/20/2017	06/21/2017	5.69
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves, LG/MED/XL	06/20/2017	06/30/2017	196.00
4633 - Midwest Veterinary Supply, INC	01-Ketamine	06/20/2017	06/30/2017	73.80
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-Med	06/20/2017	06/30/2017	51.60
4633 - Midwest Veterinary Supply, INC	01-bowls	06/20/2017	06/30/2017	84.34
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-XL, bowls	06/20/2017	06/30/2017	161.75
4137 - Patterson Veterinary Supply, INC	01-wormer	06/20/2017	06/30/2017	110.45
4137 - Patterson Veterinary Supply, INC	01-syringes, heating pads, sanitizer	06/20/2017	06/30/2017	273.54
4666 - Zoetis, INC	01-antibiotics	06/20/2017	06/30/2017	427.14
4574 - John Deere Financial (Rural King)	01-Dryer Repair	06/20/2017	06/30/2017	5.99
4574 - John Deere Financial (Rural King)	06-24 Gallon Bleach	06/20/2017	06/30/2017	28.56
4574 - John Deere Financial (Rural King)	01-pellet bedding	06/20/2017	06/30/2017	274.50
4574 - John Deere Financial (Rural King)	01-Bleach	06/20/2017	06/30/2017	<u>28.56</u>
<b>Account 52210 - Institutional Supplies Totals</b>			Invoice Transactions	<u>\$2,361.69</u>
<b>Account 52310 - Building Materials and Supplies</b>				
53005 - Menards, INC	19-ACC-heavy duty tarp, bungees	06/20/2017	06/30/2017	30.93
53005 - Menards, INC	19-ACC-heavy duty tarp, bungees, toggle balls	06/20/2017	06/30/2017	<u>34.85</u>
<b>Account 52310 - Building Materials and Supplies Totals</b>			Invoice Transactions	<u>\$65.78</u>
<b>Account 53130 - Medical</b>				
175 - Monroe County Humane Association, INC	01-bloodwork	06/20/2017	06/30/2017	17.00
5107 - NVA College Mall Veterinary Management INC	01-heartworm treatment-6/1/17	06/20/2017	06/30/2017	320.27
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-6/6/17	06/20/2017	06/30/2017	413.75
<b>Account 53130 - Medical Totals</b>			Invoice Transactions	<u>\$751.02</u>
<b>Account 53220 - Postage</b>				





# Board of Public Works Claim Register

Invoice Date Range 06/20/17 - 06/30/17

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
4487 - PMB East, INC (PakMail)	01-BOH shipping-6/12/17	06/20/2017	06/30/2017	40.90
4487 - PMB East, INC (PakMail)	01-BOH shipping-6/5/17	06/20/2017	06/30/2017	46.89
4487 - PMB East, INC (PakMail)	01-BOH shipping-6/7/17	06/20/2017	06/30/2017	20.40
Account <b>53220 - Postage</b> Totals				Invoice \$108.19
				Transactions
<b>Account 53320 - Advertising</b>				
13479 - Delphi Signs & Graphics	01-advertising signs for adoption events	06/20/2017	06/30/2017	600.00
Account <b>53320 - Advertising</b> Totals				Invoice \$600.00
				Transactions
<b>Account 53610 - Building Repairs</b>				
392 - Koorsen Fire & Security, INC	19-ACC-April 2017 fire alarm inspection	BC-2017-23 06/20/2017	06/30/2017	279.20
Account <b>53610 - Building Repairs</b> Totals				Invoice \$279.20
				Transactions
<b>Account 53650 - Other Repairs</b>				
818 - Everywhere Signs, LLC	01-replaced ACC road sign	06/20/2017	06/30/2017	3,800.00
Account <b>53650 - Other Repairs</b> Totals				Invoice \$3,800.00
				Transactions
<b>Account 53990 - Other Services and Charges</b>				
5128 - Petkey, LLC	01-microchip registration	06/20/2017	06/30/2017	12.95
Account <b>53990 - Other Services and Charges</b> Totals				Invoice \$12.95
				Transactions
Program <b>010000 - Main</b> Totals				Invoice \$8,054.65
				Transactions
Department <b>01 - Animal Shelter</b> Totals				Invoice \$8,054.65
				Transactions
<b>Department 02 - Public Works</b>				
<b>Program 020000 - Main</b>				
<b>Account 46060 - Other Violations</b>				
Littrell Clark	14-Clark-refund overpayment pkg citation E1700102	06/20/2017	06/30/2017	40.00
Account <b>46060 - Other Violations</b> Totals				Invoice \$40.00
				Transactions
<b>Account 52110 - Office Supplies</b>				
5103 - Staples Contract & Commercial, INC	02-record book	06/20/2017	06/30/2017	16.92
Account <b>52110 - Office Supplies</b> Totals				Invoice \$16.92
				Transactions
<b>Account 52330 - Street , Alley, and Sewer Material</b>				
19278 - Milestone Contractors, LP	20-surface-Gates Dr/patch-209.43 tons-5/15-5/18/17	BC 2017-16 06/20/2017	06/30/2017	10,052.64
19278 - Milestone Contractors, LP	20-surface-Parkway Dr./patch-459.92 tons-5/30-5/31/17	BC 2017-16 06/20/2017	06/30/2017	22,076.16
19278 - Milestone Contractors, LP	20-surface-Wynnedale/patch-154.40 tons-5/22-5/25/17	BC 2017-16 06/20/2017	06/30/2017	7,411.20
19278 - Milestone Contractors, LP	20-surface-Wynnedale/Owens Dr-233.26 tons-5/22/17	BC 2017-16 06/20/2017	06/30/2017	11,196.48
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals				Invoice \$50,736.48
				Transactions
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops</b>				
5938 - Kessler Consulting, INC	02-expenses-May 2017-consulting firm for Sanit. automation	06/20/2017	06/30/2017	1,092.50
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals				Invoice \$1,092.50
				Transactions
<b>Account 53320 - Advertising</b>				
323 - Hoosier Times, INC	02-public notice-sale of surplus real prop-W. 3rd St	06/20/2017	06/30/2017	35.28
Account <b>53320 - Advertising</b> Totals				Invoice \$35.28
				Transactions



**Board of Public Works Claim Register**

Invoice Date Range 06/20/17 - 06/30/17

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
<b>Account 53990 - Other Services and Charges</b>				
4946 - Steele Commercial Cleaning, INC	19-City Hall-cleaned upstairs hallway carpet	06/20/2017	06/30/2017	545.00
4549 - Kroger Limited Partnership I	02-Collins Retirement-sherbet, lemondade,plates, cups	06/20/2017	06/21/2017	21.96
4549 - Kroger Limited Partnership I	02-Collins Retirement-lemonade, sherbert	06/20/2017	06/21/2017	13.37
199 - Monroe County Government	02-1100 S. Weimer Rd-2017 Spring/Fall prop. taxes-inc. late fee	06/20/2017	06/30/2017	37.58
	<b>Account 53990 - Other Services and Charges Totals</b>		Invoice	\$617.91
			Transactions	
	<b>Program 020000 - Main Totals</b>		Invoice	\$52,539.09
			Transactions	
	<b>Department 02 - Public Works Totals</b>		Invoice	\$52,539.09
			Transactions	
<b>Department 03 - City Clerk</b>				
<b>Program 030000 - Main</b>				
<b>Account 52110 - Office Supplies</b>				
5103 - Staples Contract & Commercial, INC	03-covertible cash & key box	06/20/2017	06/30/2017	12.50
	<b>Account 52110 - Office Supplies Totals</b>		Invoice	\$12.50
			Transactions	
	<b>Program 030000 - Main Totals</b>		Invoice	\$12.50
			Transactions	
	<b>Department 03 - City Clerk Totals</b>		Invoice	\$12.50
			Transactions	
<b>Department 04 - Economic &amp; Sustainable Dev</b>				
<b>Program 040000 - Main</b>				
<b>Account 53960 - Grants</b>				
1138 - BCT Management, INC	04 - BAC 2017 Grant	06/20/2017	06/30/2017	1,450.00
458 - Bloomington Symphony Orchestra	04 - BAC 2017 Grant	06/20/2017	06/30/2017	1,350.00
3946 - Writers Guild at Bloomington, INC	04 2017 BAC Art Grant Award	06/20/2017	06/30/2017	900.00
	<b>Account 53960 - Grants Totals</b>		Invoice	\$3,700.00
			Transactions	
<b>Account 53970 - Mayor's Promotion of Business</b>				
5936 - Emily E Wilson	04 - ESD portion for Mural Project at 423 S. Washington	06/20/2017	06/30/2017	750.00
5936 - Emily E Wilson	04 - Mural Project on 7th Street	06/20/2017	06/30/2017	650.00
	<b>Account 53970 - Mayor's Promotion of Business Totals</b>		Invoice	\$1,400.00
			Transactions	
	<b>Program 040000 - Main Totals</b>		Invoice	\$5,100.00
			Transactions	
	<b>Department 04 - Economic &amp; Sustainable Dev Totals</b>		Invoice	\$5,100.00
			Transactions	
<b>Department 05 - Common Council</b>				
<b>Program 050000 - Main</b>				
<b>Account 52410 - Books</b>				
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan charges-5/5-6/4/17	06/20/2017	06/30/2017	216.45
	<b>Account 52410 - Books Totals</b>		Invoice	\$216.45
			Transactions	
<b>Account 53910 - Dues and Subscriptions</b>				
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information Charges-5/1-5/31/17	06/20/2017	06/30/2017	295.99
	<b>Account 53910 - Dues and Subscriptions Totals</b>		Invoice	\$295.99
			Transactions	



Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
		Program <b>050000 - Main</b> Totals	Invoice	\$512.44
			Transactions	
		Department <b>05 - Common Council</b> Totals	Invoice	\$512.44
			Transactions	
Department <b>06 - Controller's Office</b>				
Program <b>060000 - Main</b>				
Account <b>53230 - Travel</b>				
7624 - Julie A Martindale	06- ILMCT Conference	06/20/2017	06/30/2017	56.00
880 - Jeff McMillian	06-Travel reimbursement for ILMCT Confer. 6/11/17-6/14/17	06/20/2017	06/30/2017	56.00
		Account <b>53230 - Travel</b> Totals	Invoice	\$112.00
			Transactions	
Account <b>53730 - Machinery and Equipment Rental</b>				
371 - Pitney Bowes, INC	06-2017 Postage Meter Rental	06/20/2017	06/30/2017	120.00
		Account <b>53730 - Machinery and Equipment Rental</b> Totals	Invoice	\$120.00
			Transactions	
		Program <b>060000 - Main</b> Totals	Invoice	\$232.00
			Transactions	
		Department <b>06 - Controller's Office</b> Totals	Invoice	\$232.00
			Transactions	
Department <b>10 - Legal</b>				
Program <b>100000 - Main</b>				
Account <b>52410 - Books</b>				
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan charges-5/5-6/4/17	06/20/2017	06/30/2017	1,056.75
		Account <b>52410 - Books</b> Totals	Invoice	\$1,056.75
			Transactions	
Account <b>53160 - Instruction</b>				
259 - Indiana Association Of Cities & Towns (AIM)	10-2017 Municipal Law Seminar-Moore/Rouker/Wheeler	06/20/2017	06/30/2017	300.00
		Account <b>53160 - Instruction</b> Totals	Invoice	\$300.00
			Transactions	
Account <b>53310 - Printing</b>				
199 - Monroe County Government	10-May 2017 copies-fee-7 copies @ \$1.00/each	06/20/2017	06/30/2017	7.00
		Account <b>53310 - Printing</b> Totals	Invoice	\$7.00
			Transactions	
Account <b>53910 - Dues and Subscriptions</b>				
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information Charges-5/1-5/31/17	06/20/2017	06/30/2017	1,460.33
		Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice	\$1,460.33
			Transactions	
		Program <b>100000 - Main</b> Totals	Invoice	\$2,824.08
			Transactions	
Program <b>101000 - Human Rights</b>				
Account <b>52410 - Books</b>				
6022 - Simplify Compliance Holdings, LLC (BLR)	10-Family & Medical Leave Handbook	06/20/2017	06/30/2017	536.99
		Account <b>52410 - Books</b> Totals	Invoice	\$536.99
			Transactions	
		Program <b>101000 - Human Rights</b> Totals	Invoice	\$536.99
			Transactions	



Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
		Department <b>10 - Legal</b> Totals		Invoice Transactions \$3,361.07
Department <b>12 - Human Resources</b>				
Program <b>120000 - Main</b>				
Account <b>53210 - Telephone</b>				
13969 - AT&T Mobility II, LLC	12-HR-cell phone charges 5/12-6/11/17	06/20/2017	06/30/2017	26.21
		Account <b>53210 - Telephone</b> Totals		Invoice Transactions \$26.21
Account <b>53310 - Printing</b>				
6063 - Marcy Lynn Pedersen	12 Reimbursement for Recogniton Event photos	06/20/2017	06/30/2017	11.79
		Account <b>53310 - Printing</b> Totals		Invoice Transactions \$11.79
Account <b>53320 - Advertising</b>				
323 - Hoosier Times, INC	12 Job ads Inv 43017	06/20/2017	06/30/2017	856.95
323 - Hoosier Times, INC	12 Job Ads Inv 53117 \$621.37	06/20/2017	06/30/2017	621.37
		Account <b>53320 - Advertising</b> Totals		Invoice Transactions \$1,478.32
Account <b>53990 - Other Services and Charges</b>				
4744 - Edenred Commuter Benefit Solutions, LLC	12-Bicycle commuter checks	06/20/2017	06/30/2017	1,260.00
4549 - Kroger Limited Partnership I	12-Refreshments for the Emp. Recognition Event	06/20/2017	06/21/2017	39.63
6063 - Marcy Lynn Pedersen	12 Reimbursement for Recognition Event	06/20/2017	06/30/2017	28.97
		Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions \$1,328.60
		Program <b>120000 - Main</b> Totals		Invoice Transactions \$2,844.92
		Department <b>12 - Human Resources</b> Totals		Invoice Transactions \$2,844.92
Department <b>13 - Planning</b>				
Program <b>130000 - Main</b>				
Account <b>53210 - Telephone</b>				
13969 - AT&T Mobility II, LLC	13-P&T-cell phone charges 5/12-6/11/17	06/20/2017	06/30/2017	276.44
		Account <b>53210 - Telephone</b> Totals		Invoice Transactions \$276.44
Account <b>53320 - Advertising</b>				
323 - Hoosier Times, INC	13-public notices-invitation to quoters, comprehensive plan	06/20/2017	06/30/2017	113.97
		Account <b>53320 - Advertising</b> Totals		Invoice Transactions \$113.97
Account <b>54310 - Improvements Other Than Building</b>				
818 - Everywhere Signs, LLC	13-Refurbish & Installation_MCCSC Sign (Tri-North)	06/20/2017	06/30/2017	10,200.00
		Account <b>54310 - Improvements Other Than Building</b> Totals		Invoice Transactions \$10,200.00
		Program <b>130000 - Main</b> Totals		Invoice Transactions \$10,590.41
		Department <b>13 - Planning</b> Totals		Invoice Transactions \$10,590.41
Department <b>19 - Facilities Maintenance</b>				
Program <b>190000 - Main</b>				



**Board of Public Works Claim Register**

Invoice Date Range 06/20/17 - 06/30/17

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
<b>Account 52210 - Institutional Supplies</b>				
231 - Indiana University Health Bloomington, INC	19-T. Hays-vaccine Hep B Adult, IM	06/20/2017	06/30/2017	93.00
	<b>Account 52210 - Institutional Supplies Totals</b>			Invoice <u>93.00</u>
			Transactions	
<b>Account 52310 - Building Materials and Supplies</b>				
395 - Kirby Risk Corp	19-City Hall-stock-4' bulbs	06/20/2017	06/30/2017	111.30
	<b>Account 52310 - Building Materials and Supplies Totals</b>			Invoice <u>111.30</u>
			Transactions	
<b>Account 52420 - Other Supplies</b>				
4574 - John Deere Financial (Rural King)	19-canopy tent	06/20/2017	06/30/2017	99.99
651 - Engraving & Stamp Center, INC	19-name plate for PW front desk	06/20/2017	06/30/2017	21.88
	<b>Account 52420 - Other Supplies Totals</b>			Invoice <u>121.87</u>
			Transactions	
<b>Account 52430 - Uniforms and Tools</b>				
4574 - John Deere Financial (Rural King)	19-safety shirts	06/20/2017	06/30/2017	83.91
	<b>Account 52430 - Uniforms and Tools Totals</b>			Invoice <u>83.91</u>
			Transactions	
<b>Account 53610 - Building Repairs</b>				
912 - Central Security Systems, INC	19-City Hall-com mon w/test-7/1-9/30/17	06/20/2017	06/30/2017	150.00
321 - Harrell Fish, INC	19-City Hall-quarterly planned maintenance contract-June 2017 BC 2015-01	06/20/2017	06/30/2017	1,910.66
321 - Harrell Fish, INC	19-CH-1st floor restroom-labor/equipment camera drain lines	06/20/2017	06/30/2017	726.00
5103 - Staples Contract & Commercial, INC	19-City Hall-Legal Dept-1 office chair	06/20/2017	06/30/2017	211.70
	<b>Account 53610 - Building Repairs Totals</b>			Invoice <u>2,998.36</u>
			Transactions	
<b>Account 53990 - Other Services and Charges</b>				
4483 - City Lawn Corporation	19-2541 W. 3rd St-mowing 5/10, 5/17 & 5/25/17 BC 2017-31	06/20/2017	06/30/2017	105.00
7402 - Nature's Way, INC	19-City Hall-monthly interior maintenance billing-June 2017	06/20/2017	06/30/2017	336.60
	<b>Account 53990 - Other Services and Charges Totals</b>			Invoice <u>441.60</u>
			Transactions	
	<b>Program 190000 - Main Totals</b>			Invoice <u>3,850.04</u>
			Transactions	
	<b>Department 19 - Facilities Maintenance Totals</b>			Invoice <u>3,850.04</u>
			Transactions	
<b>Department 28 - ITS</b>				
<b>Program 280000 - Main</b>				
<b>Account 53640 - Hardware and Software Maintenance</b>				
11269 - Government Utilities Technology Service, INC	28-GenaWare (GIS) License & Support	06/20/2017	06/30/2017	4,312.50
8750 - Service Express INC	28-Server Maintenance-7/1-9/30/17-City portion of invoice	06/20/2017	06/30/2017	4,332.33
	<b>Account 53640 - Hardware and Software Maintenance Totals</b>			Invoice <u>8,644.83</u>
			Transactions	
	<b>Program 280000 - Main Totals</b>			Invoice <u>8,644.83</u>
			Transactions	
	<b>Department 28 - ITS Totals</b>			Invoice <u>8,644.83</u>
			Transactions	



Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
			Fund <b>101 - General Fund</b> Totals	Invoice \$95,741.95 Transactions
<b>Fund 103 - Restricted Donations</b>				
Department <b>06 - Controller's Office</b>				
Program <b>400102 - Animal Supplies</b>				
Account <b>52210 - Institutional Supplies</b>				
3929 - IDEXX Laboratories, INC	01-F/F, Parvo tests	06/20/2017	06/30/2017	1,383.05
4633 - Midwest Veterinary Supply, INC	01-syringes, antibiotics, flea treatment	06/20/2017	06/30/2017	713.21
4633 - Midwest Veterinary Supply, INC	01-syringes	06/20/2017	06/30/2017	98.45
			Account <b>52210 - Institutional Supplies</b> Totals	Invoice \$2,194.71 Transactions
			Program <b>400102 - Animal Supplies</b> Totals	Invoice \$2,194.71 Transactions
<b>Program 401402 - Explorer Teen Programs</b>				
Account <b>52420 - Other Supplies</b>				
53005 - Menards, INC	14-lumber, etc for obstacle course for Teen Academy	06/20/2017	06/30/2017	150.92
			Account <b>52420 - Other Supplies</b> Totals	Invoice \$150.92 Transactions
			Program <b>401402 - Explorer Teen Programs</b> Totals	Invoice \$150.92 Transactions
			Department <b>06 - Controller's Office</b> Totals	Invoice \$2,345.63 Transactions
			Fund <b>103 - Restricted Donations</b> Totals	Invoice \$2,345.63 Transactions
<b>Fund 312 - Community Services</b>				
Department <b>09 - CFRD</b>				
Program <b>090014 - Latino Programs</b>				
Account <b>52420 - Other Supplies</b>				
4549 - Kroger Limited Partnership I	09-Food for Dia Familiar Latino	06/20/2017	06/21/2017	181.93
			Account <b>52420 - Other Supplies</b> Totals	Invoice \$181.93 Transactions
<b>Account 53990 - Other Services and Charges</b>				
788 - Bright Rental, LLC (Master Rental Center)	09-CHLA Dia Familiar Latino--Bouncy House	06/20/2017	06/30/2017	186.68
			Account <b>53990 - Other Services and Charges</b> Totals	Invoice \$186.68 Transactions
			Program <b>090014 - Latino Programs</b> Totals	Invoice \$368.61 Transactions
			Department <b>09 - CFRD</b> Totals	Invoice \$368.61 Transactions
			Fund <b>312 - Community Services</b> Totals	Invoice \$368.61 Transactions
<b>Fund 401 - Non-Reverting Telecommunications</b>				
Department <b>25 - Telecommunications</b>				
Program <b>256000 - Services</b>				



Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
<b>Account 53150 - Communications Contract</b>				
4170 - Comcast Cable Communications, INC	28-3940 N Kinser Pike-business cable/internet-6/21-7/20/17	06/20/2017	06/30/2017	116.27
4170 - Comcast Cable Communications, INC	28-3550 N Kinser Pk-business internet 6/16-7/15/17	06/20/2017	06/30/2017	104.85
Account <b>53150 - Communications Contract</b> Totals			Invoice	\$221.12
			Transactions	
Program <b>256000 - Services</b> Totals			Invoice	\$221.12
			Transactions	
Department <b>25 - Telecommunications</b> Totals			Invoice	\$221.12
			Transactions	
Fund <b>401 - Non-Reverting Telecommunications</b> Totals			Invoice	\$221.12
			Transactions	
<b>Fund 451 - Motor Vehicle Highway</b>				
Department <b>20 - Street</b>				
Program <b>200000 - Main</b>				
Account <b>52110 - Office Supplies</b>				
5103 - Staples Contract & Commercial, INC	20-labeler tape, stickies, tape dispenser, tape	06/20/2017	06/30/2017	10.46
5103 - Staples Contract & Commercial, INC	20-electric staples, grip roller pens	06/20/2017	06/30/2017	16.38
Account <b>52110 - Office Supplies</b> Totals			Invoice	\$26.84
			Transactions	
<b>Account 52330 - Street , Alley, and Sewer Material</b>				
334 - Irving Materials, INC	20-425 N. Lincoln-Class A Stone Ash-4.5 cy-5/31/17 BC 2016-12	06/20/2017	06/30/2017	456.75
334 - Irving Materials, INC	20-504 N Lincoln-Class A Stone Ash-3 cy-5/16/17 BC 2016-12	06/20/2017	06/30/2017	304.50
334 - Irving Materials, INC	20-321 N Lincoln-Class A Stone Ash-4 cy-5/15/17 BC 2016-12	06/20/2017	06/30/2017	406.00
334 - Irving Materials, INC	20-221 E. 9th St-Class A Stone-4 cy-5/17/17 BC 2016-12	06/20/2017	06/30/2017	406.00
365 - Rogers Group, INC	20-#11 stone-16.91 tons-5/17/17	06/20/2017	06/30/2017	152.19
365 - Rogers Group, INC	20-#53 stone commercial-15.90 tons-5/31/17	06/20/2017	06/30/2017	93.02
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals			Invoice	\$1,818.46
			Transactions	
<b>Account 52340 - Other Repairs and Maintenance</b>				
603 - Traffic Control Corporation	20- LED 16in PED, Flasher, Monitors	06/20/2017	06/30/2017	2,364.00
3039 - Unistructural Support Systems, LTD	20-Sign Posts	06/20/2017	06/30/2017	3,760.00
Account <b>52340 - Other Repairs and Maintenance</b> Totals			Invoice	\$6,124.00
			Transactions	
<b>Account 52420 - Other Supplies</b>				
409 - Black Lumber Co INC	20-1524 W. 7th-mailbox, reflective numbers	06/20/2017	06/30/2017	54.93
409 - Black Lumber Co INC	20-Cottage Grove/Dunn-materials sump pump extension	06/20/2017	06/30/2017	22.10
793 - Indiana Safety Company, INC	20-36" Asphalt Lute	06/20/2017	06/30/2017	48.62
394 - Kleindorfer Hardware & Variety	20-bolts, washers	06/20/2017	06/30/2017	7.32
394 - Kleindorfer Hardware & Variety	20-Milling Machine-bolts, washers, easy out, drill bits	06/20/2017	06/30/2017	23.80
394 - Kleindorfer Hardware & Variety	20-hanson crayons	06/20/2017	06/30/2017	9.49
394 - Kleindorfer Hardware & Variety	20-6 gal. water can	06/20/2017	06/30/2017	20.49
394 - Kleindorfer Hardware & Variety	20-bolts & nuts	06/20/2017	06/30/2017	3.40
5843 - Pool Enterprises, INC	20-Side boards for dump trucks	06/20/2017	06/30/2017	480.00
3496 - Smith Implements, INC	20-chainsaw oil, 2 gal. mix for chainsaw	06/20/2017	06/30/2017	94.24
Account <b>52420 - Other Supplies</b> Totals			Invoice	\$764.39
			Transactions	
<b>Account 53130 - Medical</b>				



**Board of Public Works Claim Register**

Invoice Date Range 06/20/17 - 06/30/17

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
231 - Indiana University Health Bloomington, INC	20-S. Lopossa-drug screen DOT 5 Panel E Screen	06/20/2017	06/30/2017	43.00
231 - Indiana University Health Bloomington, INC	20-D. James-Drug Screen DOT 5 Panel E Screen	06/20/2017	06/30/2017	43.00
231 - Indiana University Health Bloomington, INC	20-D. Bitner-drug screen DOT 5 Panel E screen	06/20/2017	06/30/2017	43.00
231 - Indiana University Health Bloomington, INC	20-S. Henderson-Drug screen DOT 5 Panel E Screen	06/20/2017	06/30/2017	43.00
231 - Indiana University Health Bloomington, INC	20-G. Henson-Drug screen DOT 5 Panel E screen	06/20/2017	06/30/2017	43.00
			Account <b>53130 - Medical</b> Totals	Invoice Transactions <u>\$215.00</u>
<b>Account 53250 - Pagers</b>				
332 - Indiana Paging Network, INC	20-pagers-July 2017	06/20/2017	06/30/2017	86.76
			Account <b>53250 - Pagers</b> Totals	Invoice Transactions <u>\$86.76</u>
<b>Account 53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels-6/7/17	06/20/2017	06/30/2017	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels-5/31/17	06/20/2017	06/30/2017	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-5/31/17	06/20/2017	06/30/2017	20.74
			Account <b>53920 - Laundry and Other Sanitation Services</b> Totals	Invoice Transactions <u>\$73.52</u>
<b>Account 53990 - Other Services and Charges</b>				
Penny Roberts	20-Damage to 2011 Subaru Impreza Outback	06/20/2017	06/30/2017	866.90
902 - Indiana Underground Plant Protection Service, INC	20-811 call before you dig tickets-April 2017-799 tickets	06/20/2017	06/30/2017	759.50
6152 - K&S Rolloff, INC	20-rolloff price/delivery-6/5/17	06/20/2017	06/30/2017	150.00
20275 - The Travelers Indemnity	20-K. Russell-addt'l payment for accident-F. Love-1/5/17	06/20/2017	06/30/2017	350.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-5/9/17	06/20/2017	06/30/2017	150.00
			Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions <u>\$2,276.40</u>
			Program <b>200000 - Main</b> Totals	Invoice Transactions <u>\$11,385.37</u>
			Department <b>20 - Street</b> Totals	Invoice Transactions <u>\$11,385.37</u>
			Fund <b>451 - Motor Vehicle Highway</b> Totals	Invoice Transactions <u>\$11,385.37</u>
<b>Fund 452 - Parking Facilities</b>				
Department <b>26 - Parking</b>				
Program <b>260000 - Main</b>				
Account <b>43160 - Lot/Garage Leases - Annual</b>				
Michael Beck	26-Beck-refund parking garage pass-June 2017	06/20/2017	06/30/2017	67.00





Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
Patricia Berghoff	26-Berghoff-refund parking garage pass-June 2017	06/20/2017	06/30/2017	67.00
Olivia Hauser	26-Hauser-refund parking garage pass-June 2017	06/20/2017	06/30/2017	67.00
Kathleen Kurschner	26-Kurschner-refund parking garage pass-June 2017	06/20/2017	06/30/2017	67.00
Account <b>43160 - Lot/Garage Leases - Annual</b> Totals				Invoice \$268.00
				Transactions
<b>Account 52210 - Institutional Supplies</b>				
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-4 brooms	06/20/2017	06/30/2017	37.96
Account <b>52210 - Institutional Supplies</b> Totals				Invoice \$37.96
				Transactions
<b>Account 52430 - Uniforms and Tools</b>				
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-masonry bit, screws	06/20/2017	06/30/2017	8.29
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-adapter bit	06/20/2017	06/30/2017	1.49
53005 - Menards, INC	26-Pkg Garages-lawn mower, weed eater, recip saw, grinder	06/20/2017	06/30/2017	423.47
Account <b>52430 - Uniforms and Tools</b> Totals				Invoice \$433.25
				Transactions
<b>Account 53210 - Telephone</b>				
13969 - AT&T Mobility II, LLC	26-Pkg Garages-cell phone charges 5/12-6/11/17	06/20/2017	06/30/2017	133.43
50972 - CDW, LLC	26-Pkg Garages-otterbox	06/20/2017	06/30/2017	47.13
Account <b>53210 - Telephone</b> Totals				Invoice \$180.56
				Transactions
<b>Account 53530 - Water and Sewer</b>				
208 - City Of Bloomington Utilities	26-4th St Garage-water/sewer bill-May 2017	06/20/2017	06/30/2017	37.11
208 - City Of Bloomington Utilities	26-Morton St Garage-water/sewer bill May 2017	06/20/2017	06/30/2017	25.68
Account <b>53530 - Water and Sewer</b> Totals				Invoice \$62.79
				Transactions
<b>Account 53610 - Building Repairs</b>				
204 - State Of Indiana	19-4th St Garage-elevator contract-inv date 4/24/17	06/20/2017	06/30/2017	120.00
227 - Otis Elevator Company	26-Morton St Garage-emergency elevator repair-5/5/17	06/20/2017	06/30/2017	2,860.00
Account <b>53610 - Building Repairs</b> Totals				Invoice \$2,980.00
				Transactions
Program <b>260000 - Main</b> Totals				Invoice \$3,962.56
				Transactions
Department <b>26 - Parking</b> Totals				Invoice \$3,962.56
				Transactions
Fund <b>452 - Parking Facilities</b> Totals				Invoice \$3,962.56
				Transactions
<b>Fund 454 - Alternative Transportation</b>				
<b>Department 02 - Public Works</b>				
<b>Program 020000 - Main</b>				
<b>Account 46060 - Other Violations</b>				
Rebecca McGuire	14-McGuire-refund overpayment pkg citation M1604857 & M1604874	06/20/2017	06/30/2017	80.00
Caralyn O'Dea	14-O'Dea-refund overpayment pkg citation D1702939	06/20/2017	06/30/2017	40.00
4066 - Capital Recovery Systems, INC	26-refund fees chgd to client for M1604857/M1604874/M1700654	06/20/2017	06/30/2017	36.00
Elizabeth A. Jackson	14-Jackson-refund overpayment pkg citation M1701117	06/20/2017	06/30/2017	40.00
Account <b>46060 - Other Violations</b> Totals				Invoice \$196.00
				Transactions
<b>Account 52420 - Other Supplies</b>				



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Invoice Date Range 06/20/17 - 06/30/17

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
9523 - Freedom Business Solutions, LLC	06-Toner Replacement (2)	06/20/2017	06/30/2017	<u>135.00</u>
	Account <b>52420 - Other Supplies</b> Totals		Invoice	\$135.00
Transactions				
Account <b>54310 - Improvements Other Than Building</b>				
5822 - Crawford, Murphy & Tilly, INC	13-Moores Pk SW/Ped Crossing-Design-serv thru 4/28/17	06/20/2017	06/30/2017	<u>2,320.40</u>
	Account <b>54310 - Improvements Other Than Building</b> Totals		Invoice	\$2,320.40
Transactions				
Program <b>020000 - Main</b> Totals				
Invoice \$2,651.40				
Transactions				
Department <b>02 - Public Works</b> Totals				
Invoice \$2,651.40				
Transactions				
Fund <b>454 - Alternative Transportation</b> Totals				
Invoice \$2,651.40				
Transactions				
Fund <b>601 - Cum Cap Development</b>				
Department <b>02 - Public Works</b>				
Program <b>020000 - Main</b>				
Account <b>52330 - Street, Alley, and Sewer Material</b>				
19278 - Milestone Contractors, LP	20-tack-475 gallons-5/9/17 BC 2017-16	06/20/2017	06/30/2017	<u>1,662.50</u>
	Account <b>52330 - Street, Alley, and Sewer Material</b> Totals		Invoice	\$1,662.50
Transactions				
Account <b>53110 - Engineering and Architectural</b>				
399 - American Structurepoint, INC	13-Traffic Signal Re-timing Proj.-5/1-5/31/17 BC 2015-55	06/20/2017	06/30/2017	10,587.00
	13-3rd/Woodscrest Intersection-Design-12/31/16-6/2/17	06/20/2017	06/30/2017	<u>1,124.82</u>
3663 - WSP USA, INC	Account <b>53110 - Engineering and Architectural</b> Totals		Invoice	\$11,711.82
	Transactions			
Account <b>54110 - Land Purchase</b>				
FindCan Properties, LLC	13-Tapp Road & Rockport Right of Way	06/20/2017	06/30/2017	1,120.00
	13-ROW Winslow Road & Henderson Sidepath	06/20/2017	06/30/2017	26,500.00
Winslow & Walnut, LLC	13-Tapp/Rockport Rd-4/15-5/12/17 BC 2016-38	06/20/2017	06/30/2017	<u>7,232.00</u>
	Account <b>54110 - Land Purchase</b> Totals		Invoice	\$34,852.00
Transactions				
Account <b>54310 - Improvements Other Than Building</b>				
19362 - CrossRoad Engineers, PC	13-Old 37/Dunn (Insp. Services)-4/29-6/2/17 BC 2015-47	06/20/2017	06/30/2017	<u>1,881.03</u>
	Account <b>54310 - Improvements Other Than Building</b> Totals		Invoice	\$1,881.03
Transactions				
Program <b>020000 - Main</b> Totals				
Invoice \$50,107.35				
Transactions				
Department <b>02 - Public Works</b> Totals				
Invoice \$50,107.35				
Transactions				
Fund <b>601 - Cum Cap Development</b> Totals				
Invoice \$50,107.35				
Transactions				
Fund <b>730 - Solid Waste</b>				
Department <b>16 - Sanitation</b>				
Program <b>160000 - Main</b>				
Account <b>52110 - Office Supplies</b>				
5103 - Staples Contract & Commercial, INC	16-#10 envelopes, post-it flags, manila file folders	06/20/2017	06/30/2017	<u>66.31</u>
	Account <b>52110 - Office Supplies</b> Totals		Invoice	\$66.31
Transactions				



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Invoice Date Range 06/20/17 - 06/30/17

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
<b>Account 52430 - Uniforms and Tools</b>				
313 - Fastenal Company	16-vending machine stock-gloves, ear plugs	06/20/2017	06/30/2017	530.19
	<b>Account 52430 - Uniforms and Tools Totals</b>		Invoice	\$530.19
			Transactions	
<b>Account 53130 - Medical</b>				
231 - Indiana University Health Bloomington, INC	16-B. Elkins-vaccine Hep B/admin toxoid	06/20/2017	06/30/2017	93.00
	<b>Account 53130 - Medical Totals</b>		Invoice	\$93.00
			Transactions	
<b>Account 53240 - Freight / Other</b>				
5103 - Staples Contract & Commercial, INC	16-black markers	06/20/2017	06/30/2017	2.34
	<b>Account 53240 - Freight / Other Totals</b>		Invoice	\$2.34
			Transactions	
<b>Account 53610 - Building Repairs</b>				
321 - Harrell Fish, INC	19-Sanitation-labor/materials to service furnace	06/20/2017	06/30/2017	74.42
392 - Koorsen Fire & Security, INC	19-Sanitation-quarterly billing fire alarm-7/1-9/30/17 BC 2017-23	06/20/2017	06/30/2017	93.18
	<b>Account 53610 - Building Repairs Totals</b>		Invoice	\$167.60
			Transactions	
<b>Account 53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-6/7/17	06/20/2017	06/30/2017	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-6/7/17	06/20/2017	06/30/2017	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-5/31/17	06/20/2017	06/30/2017	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-5/31/17	06/20/2017	06/30/2017	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-6/14/17	06/20/2017	06/30/2017	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-6/14/17	06/20/2017	06/30/2017	7.49
	<b>Account 53920 - Laundry and Other Sanitation Services Totals</b>		Invoice	\$118.08
			Transactions	
<b>Account 53950 - Landfill</b>				
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-5/16-5/31/17	06/20/2017	06/30/2017	11,296.80
	<b>Account 53950 - Landfill Totals</b>		Invoice	\$11,296.80
			Transactions	
	<b>Program 160000 - Main Totals</b>		Invoice	\$12,274.32
			Transactions	
	<b>Department 16 - Sanitation Totals</b>		Invoice	\$12,274.32
			Transactions	
	<b>Fund 730 - Solid Waste Totals</b>		Invoice	\$12,274.32
			Transactions	
<b>Fund 800 - Risk Management</b>				
<b>Department 10 - Legal</b>				
<b>Program 100000 - Main</b>				
<b>Account 52110 - Office Supplies</b>				
5103 - Staples Contract & Commercial, INC	10-hand sanitizer	06/20/2017	06/30/2017	19.96
5103 - Staples Contract & Commercial, INC	10-sakura blister card gelly roll ink pen set	06/20/2017	06/30/2017	15.34



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Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
		Account <b>52110 - Office Supplies</b> Totals		Invoice Transactions \$35.30
Account <b>52420 - Other Supplies</b>				
4142 - Emergency Medical Products, INC	10-first aid only 1041 PC 3 shelf MTL First Aid Station	06/20/2017	06/30/2017	<u>151.69</u>
		Account <b>52420 - Other Supplies</b> Totals		Invoice Transactions \$151.69
Account <b>52430 - Uniforms and Tools</b>				
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-M. Courter	06/20/2017	06/30/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-T. Stephens	06/20/2017	06/30/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. Cox	06/20/2017	06/30/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-G. May	06/20/2017	06/30/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-M. Young	06/20/2017	06/30/2017	97.50
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-S. Henson	06/20/2017	06/30/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-A. Edwards	06/20/2017	06/30/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-E. Love	06/20/2017	06/30/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-R. Moore	06/20/2017	06/30/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. Morris	06/20/2017	06/30/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-S. Henderson	06/20/2017	06/30/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. Moore	06/20/2017	06/30/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-B. Rushton	06/20/2017	06/30/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-T. Todd	06/20/2017	06/30/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-L. Combs	06/20/2017	06/30/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-J. Langley	06/20/2017	06/30/2017	99.99
327 - Hoosier Workwear Outlet, INC	10-safety shoes-D. Ruble	06/20/2017	06/30/2017	79.99
327 - Hoosier Workwear Outlet, INC	10-safety shoes-N. Mosier	06/20/2017	06/30/2017	99.99
327 - Hoosier Workwear Outlet, INC	10-safety shoes-B. Prince	06/20/2017	06/30/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-B. Jackson	06/20/2017	06/30/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-D. Eads	06/20/2017	06/30/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-N. Campbell	06/20/2017	06/30/2017	99.99
327 - Hoosier Workwear Outlet, INC	10-safety shoes-L. Huss	06/20/2017	06/30/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-D. Bitner	06/20/2017	06/30/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-T. Crowe	06/20/2017	06/30/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-J. Linwood	06/20/2017	06/30/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-M. Smethurst	06/20/2017	06/30/2017	79.99
327 - Hoosier Workwear Outlet, INC	10-safety shoes-M. Kinser	06/20/2017	06/30/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-L. McAte	06/20/2017	06/30/2017	99.99
327 - Hoosier Workwear Outlet, INC	10-safety shoes-M. Bradley	06/20/2017	06/30/2017	99.99
327 - Hoosier Workwear Outlet, INC	10-safety shoes-J. Tamawetz	06/20/2017	06/30/2017	99.99
54207 - Smith's Shoe Center	10-safety shoes for City employees	06/20/2017	06/30/2017	<u>1,754.48</u>
		Account <b>52430 - Uniforms and Tools</b> Totals		Invoice Transactions \$4,811.90
Account <b>53160 - Instruction</b>				
259 - Indiana Association Of Cities & Towns (AIM)	10-2017 Municipal Law Seminar-Moore/Rouker/Wheeler	06/20/2017	06/30/2017	400.00
		Account <b>53160 - Instruction</b> Totals		Invoice Transactions \$400.00
		Program <b>100000 - Main</b> Totals		Invoice Transactions \$5,398.89
		Department <b>10 - Legal</b> Totals		Invoice Transactions \$5,398.89



Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
			Fund <b>800 - Risk Management</b> Totals	Invoice Transactions \$5,398.89
<b>Fund 801 - Health Insurance Trust</b>				
Department <b>12 - Human Resources</b>				
Program <b>120000 - Main</b>				
Account <b>53990 - Other Services and Charges</b>				
3977 - Cigna Health & Life Insurance Company	12-June 2017 Cigna Dental&Vision Admin Fees \$9,155.37	06/20/2017	06/30/2017	2,363.11
17785 - The Howard E. Nyhart Company, INC	12-FYE 12/31/16 GASB 45 Valuation \$3,500	06/20/2017	06/30/2017	3,500.00
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fee FSA/HSA Gym/Massage for 2017	06/20/2017	06/30/2017	1,073.25
			Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions \$6,936.36
Account <b>53990.1201 - Other Services and Charges Health Insurance</b>				
17785 - The Howard E. Nyhart Company, INC	12-HSA Employer Contributin \$777.00	06/20/2017	06/20/2017	777.00
			Account <b>53990.1201 - Other Services and Charges Health Insurance</b> Totals	Invoice Transactions \$777.00
			Program <b>120000 - Main</b> Totals	Invoice Transactions \$7,713.36
			Department <b>12 - Human Resources</b> Totals	Invoice Transactions \$7,713.36
			Fund <b>801 - Health Insurance Trust</b> Totals	Invoice Transactions \$7,713.36
<b>Fund 802 - Fleet Maintenance</b>				
Department <b>17 - Fleet Maintenance</b>				
Program <b>170000 - Main</b>				
Account <b>52110 - Office Supplies</b>				
5103 - Staples Contract & Commercial, INC	17-perforated writing pad, top-loading sheet protectors	06/20/2017	06/30/2017	6.47
			Account <b>52110 - Office Supplies</b> Totals	Invoice Transactions \$6.47
Account <b>52230 - Garage and Motor Supplies</b>				
50605 - Bauer Built, INC	17-tires-	06/20/2017	06/30/2017	1,180.96
4693 - Monroe County Tire & Supply, INC	17-tires-6" Year Wrangler at ADV 10P BLK	06/20/2017	06/30/2017	158.72
4693 - Monroe County Tire & Supply, INC	17-tires-6" year wrangler at ADV 10P BW	06/20/2017	06/30/2017	589.64
4693 - Monroe County Tire & Supply, INC	17-tires-6" year assurance A/S BLK 98T	06/20/2017	06/30/2017	120.50
4693 - Monroe County Tire & Supply, INC	17-TIRES	06/20/2017	06/30/2017	15.00
			Account <b>52230 - Garage and Motor Supplies</b> Totals	Invoice Transactions \$2,064.82
Account <b>52240 - Fuel and Oil</b>				
613 - Hoosier Penn Oil Company, INC	17-FLUIDS, OIL BC 2017-32	06/20/2017	06/30/2017	804.11
349 - White River Cooperative, INC	17-Fuel-B-20 PDX40N-7,251 gallons BC 2016-56D	06/20/2017	06/30/2017	12,817.59
			Account <b>52240 - Fuel and Oil</b> Totals	Invoice Transactions \$13,621.70
Account <b>52320 - Motor Vehicle Repair</b>				
4574 - John Deere Financial (Rural King)	17-STOCK DEF	06/20/2017	06/30/2017	90.87



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Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
4150 - Alexander's LLC	17-#899 BRAKE AWAY KIT	06/20/2017	06/30/2017	48.00
409 - Black Lumber Co INC	17-roundup	06/20/2017	06/30/2017	31.97
409 - Black Lumber Co INC	17-MISC HARDWARE, SHOP, DNI	06/20/2017	06/30/2017	7.99
244 - Bloomington Ford, INC	17-#1 DIAGNOSTIC	06/20/2017	06/30/2017	106.82
244 - Bloomington Ford, INC	17-#135 STUDS	06/20/2017	06/30/2017	7.32
244 - Bloomington Ford, INC	17-#135 CAT CONVER, O2 SENSORS, GASKET AND NUTS	06/20/2017	06/30/2017	445.12
244 - Bloomington Ford, INC	17-#865 TRANS LEVER AND HARDWARE	06/20/2017	06/30/2017	70.39
244 - Bloomington Ford, INC	17-BRAKE FLUID	06/20/2017	06/30/2017	47.88
244 - Bloomington Ford, INC	17-STOCK	06/20/2017	06/30/2017	23.89
5481 - Bright Equipment, INC (BobCat of Indy)	17-#469 ANGLE BROOM COVER	06/20/2017	06/30/2017	877.57
5481 - Bright Equipment, INC (BobCat of Indy)	17-PARTS RETURN	06/20/2017	06/30/2017	(73.10)
5481 - Bright Equipment, INC (BobCat of Indy)	17-#705 HINGE	06/20/2017	06/30/2017	7.32
4335 - Circle Distributing, INC	17-MISC PARTS	06/20/2017	06/30/2017	233.43
4335 - Circle Distributing, INC	17-MISC PARTS	06/20/2017	06/30/2017	179.22
4335 - Circle Distributing, INC	17-MISC PARTS	06/20/2017	06/30/2017	51.26
4335 - Circle Distributing, INC	17-BATTERY CORE RETURNS	06/20/2017	06/30/2017	(126.97)
4335 - Circle Distributing, INC	17-MISC PARTS	06/20/2017	06/30/2017	217.94
4335 - Circle Distributing, INC	17-MISC PARTS	06/20/2017	06/30/2017	166.97
4466 - Clarke Power Services, INC	17 - REPAIRS OF FIRE TRUCK - PARTS/LABOR	06/20/2017	06/30/2017	8,323.75
11545 - Ferrara Fire Apparatus, INC	17-#340 DOSER, CLAMPS AND GASKETS	06/20/2017	06/30/2017	1,225.18
4992 - Fleetpride, INC	17-#955 BRAKE SHOES	06/20/2017	06/30/2017	322.18
455 - Industrial Service & Supply, INC	17-#657 HYD HOSE AND FITTINGS	06/20/2017	06/30/2017	144.12
455 - Industrial Service & Supply, INC	17-#623 HYD HOSE AND FITTINGS	06/20/2017	06/30/2017	106.96
796 - Interstate Battery System of Bloomington, INC	17-batteries-31-MHD/MT-34/MT-58/MT-58R	06/20/2017	06/30/2017	852.66
4439 - JX Enterprises, INC	17-#4221 DIFF LOCK INDICATOR SWITCH	06/20/2017	06/30/2017	63.36
2974 - MacAllister Machinery Co, INC	17 - #449 PINS AND GREASE ADAPTER	06/20/2017	06/30/2017	94.86
2974 - MacAllister Machinery Co, INC	17-#646 QUICK COUPLER AND ORING	06/20/2017	06/30/2017	106.19
2974 - MacAllister Machinery Co, INC	17-#657 BELTS	06/20/2017	06/30/2017	44.06
2974 - MacAllister Machinery Co, INC	17-#657 BELTS	06/20/2017	06/30/2017	10.00
787 - Motor Service Corporation	17-wiper blades, mini bulb, 22 exact fit	06/20/2017	06/30/2017	83.52
787 - Motor Service Corporation	17-serp belt-poly rib	06/20/2017	06/30/2017	21.07
787 - Motor Service Corporation	17-BWP Filtrun Micro-v	06/20/2017	06/30/2017	37.28
787 - Motor Service Corporation	17-MISC PARTS	06/20/2017	06/30/2017	41.59
53385 - O'Reilly Automotive Stores, INC	17-#4741 CARRYOUT	06/20/2017	06/30/2017	15.99
4547 - Riddle Tractor Sales, INC	17-#483 IGNITION SWITCH	06/20/2017	06/30/2017	34.93
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17-May 2017 invoices for parts	06/20/2017	06/30/2017	3,835.92
54351 - Sternberg, INC	17-774/STOCK FILTERS	06/20/2017	06/30/2017	114.12
54351 - Sternberg, INC	17-#938 AIR FILTER	06/20/2017	06/30/2017	77.38
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-#391 TURN SIGNAL ARROW	06/20/2017	06/30/2017	142.69
2096 - West Side Tractor Sales Co.	17 - ENGINE REBUILD - LABOR/PARTS	06/20/2017	06/30/2017	5,159.56
2096 - West Side Tractor Sales Co.	17 - 454 ENGINE REPLACEMENT PARTS/LABOR	06/20/2017	06/30/2017	15,711.56
2096 - West Side Tractor Sales Co.	17 - #604 TRAILER REPAIR-PARTS/LABOR	06/20/2017	06/30/2017	3,032.56
2096 - West Side Tractor Sales Co.	17-#623 NEW CYLINDER	06/20/2017	06/30/2017	2,661.83
2096 - West Side Tractor Sales Co.	17-stock-fangg tooth, pin	06/20/2017	06/30/2017	91.40



Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
		Account <b>52320 - Motor Vehicle Repair</b> Totals	Invoice Transactions	\$44,768.61
Account <b>52420 - Other Supplies</b>				
4767 - Johnny Eugene Brown	17 - update for snap on scanner	06/20/2017	06/30/2017	1,299.00
313 - Fastenal Company	17 - SHOP SUPPLIES - TIE DOWN STRAPS	06/20/2017	06/30/2017	27.49
177 - Indiana Oxygen Co	17 - GASES AND WELDING SUPPLIES	06/20/2017	06/30/2017	<u>7.75</u>
		Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions	\$1,334.24
Account <b>53130 - Medical</b>				
231 - Indiana University Health Bloomington, INC	17-B. Rushton-drug screen DOT 5 Panel E Screen	06/20/2017	06/30/2017	43.00
		Account <b>53130 - Medical</b> Totals	Invoice Transactions	\$43.00
Account <b>53610 - Building Repairs</b>				
321 - Harrell Fish, INC	19-Fleet Maint-remove & replace split system	06/20/2017	06/30/2017	7,350.00
321 - Harrell Fish, INC	19-Fleet Maint-semi-annual testing of BFP	06/20/2017	06/30/2017	<u>92.00</u>
		Account <b>53610 - Building Repairs</b> Totals	Invoice Transactions	\$7,442.00
Account <b>53620 - Motor Repairs</b>				
244 - Bloomington Ford, INC	17 - #01 BRAKE FLUSH	06/20/2017	06/30/2017	232.56
244 - Bloomington Ford, INC	17 - #120 TRUNK LOCK CYLINDER	06/20/2017	06/30/2017	54.00
4474 - Ken's Westside Service & Towing, LLC	17-towing service-2003 GMC-Yellow-6/8/17	06/20/2017	06/30/2017	225.00
4474 - Ken's Westside Service & Towing, LLC	17-TOWING SERVICE	06/20/2017	06/30/2017	50.00
2096 - West Side Tractor Sales Co.	17 - ENGINE REBUILD - LABOR/PARTS	06/20/2017	06/30/2017	2,736.00
2096 - West Side Tractor Sales Co.	17 - 454 ENGINE REPLACEMENT PARTS/LABOR	06/20/2017	06/30/2017	1,880.55
2096 - West Side Tractor Sales Co.	17 - #604 TRAILER REPAIR-PARTS/LABOR	06/20/2017	06/30/2017	<u>4,800.00</u>
		Account <b>53620 - Motor Repairs</b> Totals	Invoice Transactions	\$9,978.11
Account <b>53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-6/7/17	06/20/2017	06/30/2017	13.32
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel services-6/7/17	06/20/2017	06/30/2017	66.61
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel services-6/14/17	06/20/2017	06/30/2017	65.31
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-6/14/17	06/20/2017	06/30/2017	13.32
		Account <b>53920 - Laundry and Other Sanitation Services</b> Totals	Invoice Transactions	\$158.56
		Program <b>170000 - Main</b> Totals	Invoice Transactions	\$79,417.51
		Department <b>17 - Fleet Maintenance</b> Totals	Invoice Transactions	\$79,417.51
		Fund <b>802 - Fleet Maintenance</b> Totals	Invoice Transactions	\$79,417.51
Fund <b>804 - Insurance Voluntary Trust</b>				
Department <b>12 - Human Resources</b>				
Program <b>120000 - Main</b>				





Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount	
<b>Account 53990.1241 - Other Services and Charges Vision</b>					
3977 - Cigna Health & Life Insurance Company	12-June 2017 Cigna Dental&Vision Admin Fees \$9,155.37	06/20/2017	06/30/2017	6,792.26	
Account <b>53990.1241 - Other Services and Charges Vision</b> Totals			Invoice Transactions	\$6,792.26	
<b>Account 53990.1271 - Other Services and Charges Section 125 - URM- City</b>					
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 2017	06/20/2017	06/20/2017	65.00	
17785 - The Howard E. Nyhart Company, INC	12-City DDC/URM	06/20/2017	06/20/2017	315.00	
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b> Totals			Invoice Transactions	\$380.00	
<b>Account 53990.1272 - Other Services and Charges Section 125 - DDC- City</b>					
17785 - The Howard E. Nyhart Company, INC	12-City DDC/URM	06/20/2017	06/20/2017	322.00	
Account <b>53990.1272 - Other Services and Charges Section 125 - DDC- City</b> Totals			Invoice Transactions	\$322.00	
<b>Account 53990.1281 - Other Services and Charges Section 125 - URM- Util</b>					
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 2017	06/20/2017	06/20/2017	53.95	
Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util</b> Totals			Invoice Transactions	\$53.95	
Program <b>120000 - Main</b> Totals				Invoice Transactions	\$7,548.21
Department <b>12 - Human Resources</b> Totals				Invoice Transactions	\$7,548.21
Fund <b>804 - Insurance Voluntary Trust</b> Totals				Invoice Transactions	\$7,548.21
<b>Fund 805 - Unemployment Comp Non-Reverting</b>					
Department <b>12 - Human Resources</b>					
Program <b>120000 - Main</b>					
<b>Account 53990 - Other Services and Charges</b>					
204 - State Of Indiana	12 Unemployment for April/May 2017	06/20/2017	06/30/2017	1,989.00	
Account <b>53990 - Other Services and Charges</b> Totals			Invoice Transactions	\$1,989.00	
Program <b>120000 - Main</b> Totals				Invoice Transactions	\$1,989.00
Department <b>12 - Human Resources</b> Totals				Invoice Transactions	\$1,989.00
Fund <b>805 - Unemployment Comp Non-Reverting</b> Totals				Invoice Transactions	\$1,989.00
				Invoice Transactions	\$281,125.28





# Board Of Public Works Claim Register for IU RR Woodlawn Escrow

Invoice Date Range 06/20/17 - 06/30/17

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
<b>Fund 257 - IU RR Woodlawn Escrow</b>											
<b>Account 10000 - Cash</b>											
399 - American Structurepoint, INC	96193	06-Woodlawn Crossing 4- Paid by EFT # 1-17 to 4-30-17		28	06/20/2017	06/20/2017	06/30/2017		06/30/2017	(862.50)	
								<b>Account 10000 - Cash Totals</b>		<b>Invoice Transactions 1</b>	<b>(\$862.50)</b>
<b>Department 13 - Planning</b>											
<b>Program 130000 - Main</b>											
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops</b>											
399 - American Structurepoint, INC	96193	06-Woodlawn Crossing 4- Paid by EFT # 1-17 to 4-30-17		28	06/20/2017	06/20/2017	06/30/2017		06/30/2017	862.50	
								<b>Account 53170 - Mgt. Fee, Consultants, and Workshops Totals</b>		<b>Invoice Transactions 1</b>	<b>\$862.50</b>
								<b>Program 130000 - Main Totals</b>		<b>Invoice Transactions 1</b>	<b>\$862.50</b>
								<b>Department 13 - Planning Totals</b>		<b>Invoice Transactions 1</b>	<b>\$862.50</b>
								<b>Fund 257 - IU RR Woodlawn Escrow Totals</b>		<b>Invoice Transactions 2</b>	<b>\$0.00</b>
								<b>Grand Totals</b>		<b>Invoice Transactions 2</b>	<b>\$0.00</b>



# Board of Public Works Claim Register

Invoice Date Range 06/14/17 - 06/16/17

Utility Checks

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
<b>Fund 101 - General Fund</b>											
Department 01 - Animal Shelter											
Program 010000 - Main											
Account 53530 - Water and Sewer											
208 - City Of Bloomington Utilities	15379001062717	01-53530 Water and Sewer	Paid by Check # 65676		06/14/2017	06/14/2017	06/14/2017		06/15/2017	510.89	
									Account 53530 - Water and Sewer Totals	Invoice Transactions 1	<u>510.89</u>
Account 53540 - Natural Gas											
222 - Vectren	5250195420060817	19-Gas	Paid by Check # 65685		06/14/2017	06/14/2017	06/14/2017		06/15/2017	1,038.07	
									Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>1,038.07</u>
									Program 010000 - Main Totals	Invoice Transactions 2	<u>\$1,548.96</u>
									Department 01 - Animal Shelter Totals	Invoice Transactions 2	<u>\$1,548.96</u>
Department 19 - Facilities Maintenance											
Program 190000 - Main											
Account 53530 - Water and Sewer											
208 - City Of Bloomington Utilities	5008001062717	19-City Hall Water and Sewer	Paid by Check # 65676		06/14/2017	06/14/2017	06/14/2017		06/15/2017	708.12	
208 - City Of Bloomington Utilities	200249001062717	19-City Hall Water and Sewer	Paid by Check # 65676		06/14/2017	06/14/2017	06/14/2017		06/15/2017	12.89	
									Account 53530 - Water and Sewer Totals	Invoice Transactions 2	<u>\$721.01</u>
									Program 190000 - Main Totals	Invoice Transactions 2	<u>\$721.01</u>
									Department 19 - Facilities Maintenance Totals	Invoice Transactions 2	<u>\$721.01</u>
									Fund 101 - General Fund Totals	Invoice Transactions 4	<u>\$2,269.97</u>
Fund 450 - Local Road and Street											
Department 20 - Street											
Program 200000 - Main											
Account 53520 - Street Lights / Traffic Signals											
223 - Duke Energy	0203725016062217	20-Street Light Summary	Paid by Check # 65683		06/14/2017	06/14/2017	06/14/2017		06/15/2017	35,161.24	
									Account 53520 - Street Lights / Traffic Signals Totals	Invoice Transactions 1	<u>\$35,161.24</u>
									Program 200000 - Main Totals	Invoice Transactions 1	<u>\$35,161.24</u>
									Department 20 - Street Totals	Invoice Transactions 1	<u>\$35,161.24</u>
									Fund 450 - Local Road and Street Totals	Invoice Transactions 1	<u>\$35,161.24</u>
Fund 451 - Motor Vehicle Highway											
Department 20 - Street											
Program 200000 - Main											
Account 53530 - Water and Sewer											
208 - City Of Bloomington Utilities	16073002062717	20-Water/Sewer Services	Paid by Check # 65676		06/14/2017	06/14/2017	06/14/2017		06/15/2017	125.28	
208 - City Of Bloomington Utilities	13885002062717	20-Water/Sewer Services	Paid by Check # 65676		06/14/2017	06/14/2017	06/14/2017		06/15/2017	34.73	
									Account 53530 - Water and Sewer Totals	Invoice Transactions 2	<u>\$160.01</u>
Account 53540 - Natural Gas											
222 - Vectren	52414143060617	19-Traffic Bldg-gas bill 5/1-6/6/17	Paid by Check # 65693		06/14/2017	06/14/2017	06/14/2017		06/15/2017	71.69	
222 - Vectren	52418247060617	19-Street Dept-gas bill 5/1-6/6/17	Paid by Check # 65693		06/14/2017	06/14/2017	06/14/2017		06/15/2017	89.51	
									Account 53540 - Natural Gas Totals	Invoice Transactions 2	<u>\$161.20</u>
									Program 200000 - Main Totals	Invoice Transactions 4	<u>\$321.21</u>
									Department 20 - Street Totals	Invoice Transactions 4	<u>\$321.21</u>
									Fund 451 - Motor Vehicle Highway Totals	Invoice Transactions 4	<u>\$321.21</u>
Fund 452 - Parking Facilities											
Department 26 - Parking											
Program 260000 - Main											
Account 53210 - Telephone											
1079 - AT&T	81233497900617	26-Pkg Garages-phone charges 5/8-6/7/17-	Paid by Check # 65673		06/14/2017	06/14/2017	06/14/2017		06/15/2017	368.93	
									Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$368.93</u>
									Program 260000 - Main Totals	Invoice Transactions 1	<u>\$368.93</u>
									Department 26 - Parking Totals	Invoice Transactions 1	<u>\$368.93</u>
									Fund 452 - Parking Facilities Totals	Invoice Transactions 1	<u>\$368.93</u>
Fund 730 - Solid Waste											
Department 16 - Sanitation											
Program 160000 - Main											
Account 53530 - Water and Sewer											
208 - City Of Bloomington Utilities	35661002062717	16-Utilities	Paid by Check # 65676		06/14/2017	06/14/2017	06/14/2017		06/15/2017	90.59	
									Account 53530 - Water and Sewer Totals	Invoice Transactions 1	<u>\$90.59</u>
Account 53540 - Natural Gas											
222 - Vectren	0250195440060817	16-Gas	Paid by Check # 65684		06/14/2017	06/14/2017	06/14/2017		06/15/2017	50.32	
									Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$50.32</u>
									Program 160000 - Main Totals	Invoice Transactions 2	<u>\$140.91</u>
									Department 16 - Sanitation Totals	Invoice Transactions 2	<u>\$140.91</u>
									Fund 730 - Solid Waste Totals	Invoice Transactions 2	<u>\$140.91</u>
Fund 802 - Fleet Maintenance											
Department 17 - Fleet Maintenance											
Program 170000 - Main											
Account 53530 - Water and Sewer											
208 - City Of Bloomington Utilities	10159002062717	17 - WATER AND SEWER	Paid by Check # 65676		06/14/2017	06/14/2017	06/14/2017		06/15/2017	95.60	
									Account 53530 - Water and Sewer Totals	Invoice Transactions 1	<u>\$95.60</u>
Account 53540 - Natural Gas											
222 - Vectren	51863666060617	19-Fleet Maint-gas bill 5/1-6/6/17	Paid by Check # 65693		06/14/2017	06/14/2017	06/14/2017		06/15/2017	101.44	
									Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$101.44</u>
									Program 170000 - Main Totals	Invoice Transactions 2	<u>\$197.04</u>
									Department 17 - Fleet Maintenance Totals	Invoice Transactions 2	<u>\$197.04</u>
									Fund 802 - Fleet Maintenance Totals	Invoice Transactions 2	<u>\$197.04</u>
									Grand Totals	Invoice Transactions 22	<u>\$38,459.30</u>

**REGISTER OF SPECIAL CLAIMS**

**Board: Board of Public Works Claim Register**

<b>Date:</b>	<b>Type of Claim</b>	<b>FUND</b>	<b>Description</b>	<b>Bank Transfer</b>	<b>Amount</b>
	<b>Bank Fees</b>				
6/30/2017	Claims				281,125.28
6/14/2017	Sp Utility Cks				38,459.30
6/30/2017	Woodlawn Ave Month Of				862.50
		<b>Insurance Flex/H.S.A/WorkComp</b>			<b><u>320,447.08</u></b>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **\$ 320,447.08**

**Dated this \_\_\_\_\_ day of \_\_\_\_\_ year of 20\_\_\_\_\_.**

\_\_\_\_\_  
 \_\_\_\_\_

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

Fiscal Office \_\_\_\_\_