

Board of Public Works Meeting

October 12, 2021



The City will offer virtual options, including CATS public access television (live and tape-delayed) and

Zoom by using the following link: <https://bloomington.zoom.us/j/87520988832?pwd=VENUV1U2LzJVK2pZMkhWSk94dXg4Zz09>

Public comments and questions will be encouraged via Zoom or bloomington.in.gov rather than in person

Topic: Board of Public Works

Time: Oct 12, 2021 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://bloomington.zoom.us/j/87520988832?pwd=VENUV1U2LzJVK2pZMkhWSk94dXg4Zz09>

Meeting ID: 875 2098 8832

Passcode: 010965

Dial by your location

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Meeting ID: 875 2098 8832

Passcode: 010965

Find your local number: <https://bloomington.zoom.us/u/kcfuXhJtXl>

AGENDA
BOARD OF PUBLIC WORKS
October 12, 2021

A Regular Meeting of the Board of Public Work will be held Tuesday, October 12, 2021 at 5:30 p.m. via Zoom by using the following link:

<https://bloomington.zoom.us/j/87520988832?pwd=VENUV1U2LzJVK2pZMkhWSk94dXg4Zz09>

The City will offer virtual options, including CATS public access television (live and tape- delayed) and Comments and questions will be encouraged via Zoom or bloomington.in.gov rather than in person.

- I. MESSAGES FROM BOARD MEMBERS**
- II. PETITIONS & REMONSTRANCES**
- III. CONSENT AGENDA**
 1. Approval of Minutes – September 28, 2021
 2. Resolution 2021-53 Declaration of ITS Surplus
 3. Service Agreement with KONE, Inc. for Walnut Street Garage Elevator Service
 4. Noise Permit –Garth Brooks Cover Band at Switchyard Park
 5. Approval of Payroll
- IV. NEW BUSINESS**
 1. Right-of-Way Dedication along E 14th Street and N Dunn Street Associated with The Standard at Bloomington Development
 2. Amendment # 2 to LPA-Consulting Contract with Lochmueller Group for the 17th Street (Monroe to Grant) Multimodal Improvements Project
 3. Change Orders #1 and #3 for the 7th Street Protected Bike Lane Project with Milestone Contractors
 4. Change Orders #1 and #2 for the 17th and Dunn Intersection Improvements Project with E & B Paving, LLC.
 5. Contract with Harrell Fish, Inc. for HVAC Replacements & Improvements at John Waldron Arts Center.
 6. Supplement #1 to Contract with Ann Kriss, LLC for Flood Damage Repairs at BPD
- 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.

The Board of Public Works meeting was held on Tuesday, September 28, 2021, at 5:30 pm virtually through Zoom. Dana Henke presiding.

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

Present: Dana Henke
Kyla Cox Deckard
Beth H. Hollingsworth

ROLL CALL

City Staff: Adam Wason - Public Works
J.D. Boruff - Public Works
Chastina Chipman- Housing and Neighborhood Dev.
Matt Smethurst - Engineering
Neil Kopper - Engineering
Paul Kehrberg - Engineering

Hollingsworth mentioned COVID cases within the City and wanted to remind everyone to be safe as we go forward.

**MESSAGES FROM
BOARD MEMBERS**

Chastina Chipman, Housing and Neighborhood Development, presented Abatement at property located at 1209 W. 11th Street. See meeting packet for details.

**TITLE VI
ENFORCEMENT**
**Abatement at property
located at 1209 W. 11th
Street**

Alphonso Manns, representative of the Estate of Charles Mobley, deceased owner of 1209 W. 11th Street mentioned his concerns of mail being sent to the incorrect address. Chipman stated that mail was sent to two separate addresses, one of them being confirmed as a good address. Catherine Mobley, widow of Charles Mobley, stated that she had gotten her son-in-law to mow the front yard, but is waiting for him to come back to complete the rest of the yard.

Board Comments: None

Hollingsworth made a motion for Continuous Abatement at property located at 1209 W. 11th Street. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes,

Hollingsworth voted yes, Henke voted yes. Motion is passed.

Chastina Chipman, Housing and Neighborhood Development, presented Abatement at property located at 1600 W. Fountain Drive. See meeting packet for details.

**Abatement at property
located at 1600 W. Fountain
Drive.**

Board Comments: Henke asked if this was for a continuous or one-time abatement. Wason stated it is a one-time abatement. Hollingsworth asked if the property had been cleaned up after the Notice of Violation on June 4th. Chipman said it had not been. Cox Deckard asked if the notices were posted on the property. Chipman answered no because the property is the woods. Hollingsworth asked if a letter had been sent via certified mail. Chipman confirmed. Cox Deckard asked if the items left in the woods were actively being used or had been abandoned. Chipman answered that as far as she can see, it has been abandoned.

Hollingsworth made a motion to approve Abatement at property located at 1600 W. Fountain Drive. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

1. Approval of Minutes – September 14, 2021
2. Resolution 2021-49: Right-of-Way Encroachment Agreement for Saint James Woods Neighborhood Association
3. Resolution 2021-50: Fall Pop-Up Market
4. Resolution 2021-51: New Mobile Vendor in Public Right-of-Way; Pappy Shack Popcorn
5. Resolution 2021-52 Renew Mobile Vendor in Public Right-of-Way; Cup of Joy LLC
6. Noise Permit for Hoosier Youth Philharmonic Fall Concert
7. Noise Permit Shosholozza Train
8. Noise Permit for Busk at Dusk
9. Addendum #2 for Evens Time Parker Services Agreement
10. Renewal #1 with ReCollect Digital Recycling Education Software
11. Addendum #4 to Contract to Purchase Fuel for City Vehicles

CONSENT AGENDA

12. Addendum #1 to Agreement with Cassady Electric
13. Approval of Payroll

Board Comments: None

Hollingsworth made a motion to approve the Consent Agenda.
Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Matt Smethurst, Engineering, presented Change Order #2 for the Henderson, Rogers, Winslow Multi-Use Path Project with Crider & Crider. See meeting packet for details.

Board Comments: Hollingsworth asked about Change Order #1. Smethurst stated that Change Order #1 was to adjust allowable work times, explained that the project began during COVID and kids weren't in school, so adjustments were made to the times work could be done around the school.

Hollingsworth made a motion to approve Change Order #2 for the Henderson, Rogers, Winslow Multi-Use Path Project with Crider & Crider. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Matt Smethurst, Engineering, presented Change Order #1 for the 3rd and Indiana Signal Replacement Project with E&B Paving. See meeting packet for details.

Board Comments: None.

Hollingsworth made a motion to approve Change Order #1 for the 3rd and Indiana Signal Replacement Project with E&B Paving. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Neil Kopper, Engineering, presented Preliminary Engineering Contract with Bynum Fanyo & Associates, Inc. for the 6th –

NEW BUSINESS

Change Order #2 for the Henderson, Rogers, Winslow Multi-Use Path Project with Crider & Crider

Change Order #1 for the 3rd and Indiana Signal Replacement Project with E&B Paving

Preliminary Engineering Contract with Bynum

Morton Alley Improvements Project. See meeting packet for details.

**Fanyo & Associates, Inc. for
the 6th – Morton Alley
Improvements Project**

Board Comments: Cox Deckard mentioned that she finds the explanation of the need for the design contract interesting. Commented that it is more than just resurfacing, but designing it so that the water has somewhere to go. Hollingsworth asked if the design would be done in time for the bidding this fall, since there is only a couple of months left of the year. Kopper said the consultant confirmed that they could do it in the timeframe allowed.

Hollingsworth made a motion to approve Preliminary Engineering Contract with Bynum Fanyo & Associates, Inc. for the 6th – Morton Alley Improvements Project. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Street Closure Request on N. Lindbergh Dr. and E. 15th Street from Reed & Sons Construction (Late October 2021). See meeting packet for details.

**Street Closure Request on
N. Lindbergh Dr. and E.
15th Street from Reed &
Sons Construction (Late
October 2021)**

Board Comments: Henke asked if the organization mentioned in the work session were able to be contacted. Smethurst said he had not received a response, but had reached out. Hollingsworth asked how many phases are there of the closure. Smethurst said there are several phases.

Hollingsworth made a motion to approve Street Closure Request on N. Lindbergh Dr. and E. 15th Street from Reed & Sons Construction (Late October 2021). Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Lane Closure Request on N. Walnut Street from E. 19th St. to the Bypass in front of 1800 N. Walnut from Goodman Construction (September 29, 2021-October 01, 2021). See meeting packet for details.

**Lane Closure Request on N.
Walnut Street from E. 19th
St. to the Bypass in front of
1800 N. Walnut from
Goodman Construction
(September 29, 2021-
October 01, 2021)**

Board Comments: Henke asked if the sidewalk is already closed because of other construction. Kehrberg confirmed.

Cox Deckard made a motion to approve Lane Closure Request on N. Walnut Street from E. 19th St. to the Bypass in front of 1800 N. Walnut from Goodman Construction (September 29, 2021-October 01, 2021). Hollingsworth seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Adam Wason, Public Works, presented Contract with Infrastructure Management Services (IMS) for Asset Management. See meeting packet for details.

**Contract with
Infrastructure Management
Services (IMS) for Asset
Management**

Board Comments: Hollingsworth asked if this company was the same as Northern Lights locating. Adam said no, two completely different companies. Henke commented that IMS is compatible to Lucity, the current asset management platform being used. Wason agreed.

Hollingsworth made a motion to approve Contract with Infrastructure Management Services (IMS) for Asset Management. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

J.D. Boruff, Public Works, presented Agreement with Vintage Window Restoration LP for Window Repair at John Waldron Arts Center. See meeting packet for details.

**Agreement with Vintage
Window Restoration LP for
Window Repair at John
Waldron Arts Center**

Board Comments: Hollingsworth asked where the funds were being taken for the maintenance of this building. Boruff answered that funds have been identified through the Mayor's office that will be administered by Economic and Sustainable Development. Wason concurred with Boruff's answer.

Hollingsworth made a motion to approve Agreement with Vintage Window Restoration LP for Window Repair at John Waldron Arts Center. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Wason mentioned that a RFP on HVAC was sent for the John Waldron Arts Center, and that would be heard by the Board in the near future. Wason also mentioned the positive COVID cases in the Sanitation Division the previous week. He spoke about recycling pick up being on a delay because of those illnesses and

**STAFF REPORTS AND
OTHER BUSINESS**

hopefully the normal schedule would resume as normal the following week. Henke asked if the Federal mandate for vaccination applied to City government. Wason answered that there is discussion on if that is the case.

Henke asked if people wanted to take their own recycling, where they could take it. Wason listed several sites that could take recycling throughout the city.

Board Comments: Hollingsworth asked if there had been any updates to the Neighborhood Greenway Projects. Wason commented that Engineering was no longer in the meeting. Suggested an update be given during the next work session.

CLAIMS

Hollingsworth made a motion to approve claims in the amount of \$1,996,788.01 Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Henke called for adjournment at 6:12 p.m.

ADJOURNMENT

Accepted By:

Dana Henke, President

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

Date:

Attest to:



Board of Public Works Staff Report

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

Staff Representative: Rick Dietz

Date: October 12, 2021

Report:

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

The Department of Information & Technology Services staff believe that the expense of labor, equipment, and fuel required to organize and transport all of this equipment for a sale or transfer, exceeds the value of the equipment. These identified October 2021 items are provided for the Exhibit to Resolution 2021-53: Recycle Lot 222 City Hall and Donation Lot 22 City Hall.

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

**BOARD OF PUBLIC WORKS
RESOLUTION 2021-53**

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

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

WHEREAS, all of this equipment has limited life cycles; and

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

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

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

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

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

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

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

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

1. The equipment contained in Exhibit A is hereby declared to be surplus personal property.
2. The value of the equipment contained in the Exhibit is assessed to be less than five thousand dollars (\$5,000).
3. The costs of transporting this equipment and conducting a private sale exceed the value of the equipment.

4. The equipment contained in Exhibit A is therefore determined to be worthless and, pursuant to Indiana Code § 5-22-22-8, may be demolished, offered for recycling, donated or junked.

PASSED AND ADOPTED by the City of Bloomington Board of Public Works this _____ day of October, 2021.

BOARD OF PUBLIC WORKS

Dana Henke, President

Beth H. Hollingsworth, Vice President

Kyla Cox Deckard, Secretary

Attest: _____

Rick Dietz, Director
Information & Technology Services

IT Department

Donation 22 - 2021

Lot ID: 46 Date: 02/26/2021 Donation

Donation Items List

Asset ID	Asset No.	Serial No.	Name	Category	Installed Date	Date	Organization
5393	1805589b	GW73HQ2	pln1805589b	Desktop	09/04/2018	08/27/2021	Bloomington Housing Authority (BHA)
5421	1805589c	GW84HQ2	pln1805589c	Desktop	09/13/2018	08/27/2021	BHA
3305	100497	AALMTF051797	LGL100497	LCD 1		08/24/2021	BHA
3310	110046		LGL110046	LCD 2		08/24/2021	BHA
3276	090052	CNK8480PX5	LGL090052	LCD 1		08/24/2021	BHA
3324	120136	207NDMT98235	hrd120136	LCD 2		08/24/2021	BHA
3303	100267	T02A4HA043809	hrd100267	LCD 1		08/24/2021	BHA
3295	100496	AALMTF051760	LGL100496	LCD 1		08/24/2021	BHA
3527	100473		PRS100473	Monitor		08/24/2021	BHA
4377	100458		BAN100458	LCD 1		08/24/2021	BHA
3293	100315	A6LMTF022791	LGL100315	LCD 1		08/24/2021	BHA
3360	100266	T02A4HA043803	CFR100266	LCD 1		08/24/2021	BHA
3342	100280	T02A4HA044456	hrd100280	LCD 1		08/24/2021	BHA
5122	100270	T02A4HA043897	hrd100270	Monitor		08/24/2021	BHA
3343	130501	310NDYGEJ898	hrd130501	LCD 2		08/24/2021	BHA
3299	140019	310NDUNK6686	LGL140019	LCD 1		08/24/2021	BHA
2377	1703466a	HJ14XK2	prs1703466a	Desktop	10/17/2016	08/24/2021	BHA
1624	130172	F5C9HX1	uad130172	Desktop	01/13/0201	08/24/2021	BHA
1187	1703925a	FF9H0M2	pln1703925a	Desktop	05/08/2013	08/24/2021	BHA
2309	1601017f	2D8LKB2	prs1601017f	Desktop	07/20/2016	08/24/2021	BHA
5227	1601224e	BB6BQD2	prs1601224e	Desktop	01/30/2017	08/24/2021	BHA
2407	1601017k	2D7RKB2	prs1601017k	Desktop	09/15/2016	08/24/2021	BHA
1484	1550117g	3BCDF42	utd1550117g	Desktop	11/02/2015	08/24/2021	BHA
2385	1601393d	5GKKRD2	ucs1601393d	Desktop	10/19/2016	08/24/2021	BHA
2444	1601393b	5GLFRD2	uac1601393b	Desktop	10/20/2016	08/24/2021	BHA
909	1550117b	3BD8F42	ueg1550117b	Desktop	07/10/2015	08/24/2021	United Way
1023	1550117e	3BCCF42	uac1550117e	Desktop	07/09/2015	08/24/2021	United Way
524	140193	JTQBW12	utd140193	Desktop	05/08/2013	08/24/2021	United Way
1805	1525008a	5T6GW52	lg11525008a	Desktop	10/13/2015	08/24/2021	United Way
1262	1524576l	522MR52	pln1524576l	Desktop	07/31/2015	08/24/2021	United Way
5005	1703925c	FF9J0M2	pln1703925c	Desktop	12/21/2017	08/24/2021	United Way

IT Department

Recycle 22 - 2021 Info

Lot ID: 47, Date: 02/26/2021, Type:Recycle

Recycled Items List

Asset ID	Asset Num	Serial #	Name	Category	Installed	Description	Location	Date
6791		14582479	BFD Admin Copier	Copier	04/02/2021		Tech-Recyclers	09/27/2021
6761	1804742b		hrd1804742b				Tech-Recyclers	09/01/2021
3055	1602063B		PWS1602063B	Docking Station			Tech-Recyclers	09/01/2021
3596	100479		PRS100479	LCD 1			Tech-Recyclers	08/31/2021
3522	100346		PRS100346	LCD 1			Tech-Recyclers	08/31/2021
3286	1601868H		LGL1601868H	UPS			Tech-Recyclers	08/31/2021
3921	130158	305NDTC8E905	UEG130158	LCD 1			Tech-Recyclers	08/31/2021
3150	1502146	CQYDZ2001384	PLN1502146	UPS			Tech-Recyclers	08/31/2021
3909	040042		UEG040042	NetworkPrinter			Tech-Recyclers	08/31/2021
* 6760	Recycle999		Recycle9999	Other			Tech-Recyclers	08/31/2021
3564	1601946	F2A68A	cnt1601946	NetworkPrinter			Tech-Recyclers	08/31/2021
4570	1524605		DIL1524605	UPS			Tech-Recyclers	08/31/2021
3278	070472	CN77EA0294W6	LGL070472	Desktop Scanner			Tech-Recyclers	08/31/2021
3284	080004		LGL080004	Projector			Tech-Recyclers	08/31/2021
3944	090396		UEG090396	UPS			Tech-Recyclers	08/31/2021
3900	140329		UEG140329	UPS			Tech-Recyclers	08/31/2021
3784	1525250	CQYEU2002972	ucs1525250	UPS			Tech-Recyclers	08/31/2021
3509	1503289F	CQYEN2000740	cnt1503289F	UPS			Tech-Recyclers	06/25/2021
3132	1503289E	CQYEN2000737	PLN1503289E	UPS			Tech-Recyclers	06/25/2021
3917	070032		UEG070032	UPS			Tech-Recyclers	06/16/2021
4566	1602066		DIL1602066	UPS			Tech-Recyclers	04/29/2021
3078	020294	BE500U	HND020294	UPS			Tech-Recyclers	03/01/2021

*Box of misc keyboards, mice, cords, Camera equipment, phones.



Board of Public Works Staff Report

Project/Event: Walnut Street Garage Elevator Service Agreement
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 10.12.2021

Report: The elevator service contract for the Walnut Street Garage is set to expire in October of 2021. This Service Agreement will begin in October 2021 and expire on December 31, 2022. We contacted three Elevator Service Contractors to provide quotes for Elevator Service at the Walnut Street Garage.

Contractor	Bid Amount
Schindler	No Bid
ThyssenKrupp	No Bid
Kone	\$ 4,200.00

Total cost of contact = \$4,200

Funding Source will be: 452.26.260000.53610 (Building Repairs)

City of Bloomington Contract and Purchase Justification Form

Vendor: KONE

Contract Amount: \$4,200

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

PURCHASE INFORMATION

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

☒

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☐

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals:

Yes No

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

☒☐

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☐☒

Was scoring grid used?

☐☒

Were vendor presentations requested?

☐☒

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

Contract award based up lowest responsive bidder.

Ryan Daily

Parking Garage Manager

PW - Parking Services

Print/Type Name

Print/Type Title

Department

Purchaser ("Purchaser"):

City of Bloomington
245 West 7Th Street
Bloomington, Indiana 47404

Service Location ("Premises"):

Walnut Parking Garage Maintenance
Agreement
302 N. Walnut St.
Bloomington, Indiana 47404

KONE Inc. ("KONE")

Indianapolis
5201 Park Emerson Dr Suite O
Indianapolis, IN 46203

TENDER DATE: 08/15/2021**EFFECTIVE DATE:** 10/25/2021

SCOPE OF SERVICES

1. **EQUIPMENT DESCRIPTION ("Equipment")**

Manufacturer	Type	Sub-Type	Count
Otis	Elevator	Hydraulic	1

2. **SERVICES**

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. KONE performs maintenance service in accordance with a proprietary system called KONE Maintenance Method. Data gathered about the equipment is analyzed to determine optimum maintenance frequency. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the work.

A. **Hydraulic Elevators**

1. **Relay Logic Control System**
All control system components.
2. **Microprocessor Control System**
All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. **Power Unit**
Pump, motor, valves, and all related parts and accessories.
4. **Hoistway and Pit Equipment**
All elevator control equipment and buffers.
5. **Rails and Guides**
Guide rails, guide shoe gibs, and rollers
6. **Wiring**
All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
7. **Door Equipment**
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
8. **Manual Freight Door Equipment**
Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
9. **Power Freight Door Equipment**
Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
10. **Hydraulic System Accessories**
Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.
11. **Signals and Accessories**
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
12. **Car Equipment**
All elevator control system components on the car.

3. **TESTING**

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date. Unless specifically

provided for in this section; a written Maintenance Control Plan (MCP) and documented testing procedures are not included, even when required by current code, as such that code may be changed or amended from time to time by local jurisdictions. KONE is not responsible for providing documentation onsite, as all reporting and testing records are available digitally.

4. HOURS OF SERVICE

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

5. SERVICE REQUESTS (CALLBACKS)

Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests. Unless specified herein travel time and expenses are billable.

If purchaser requests service on overtime, Purchaser will be charged KONE's hourly billing rate for each over time hour unless specified separately herein.

Regular Time Coverage - (#1 Pass)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade.

Overtime Coverage - (#1 Pass)

In addition to the above coverage, this Agreement covers request for service during overtime working hours

6. REPORTING SERVICES

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

7. EXCLUSIONS

The following are excluded from the scope of services:

A. GENERAL

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

B. OBSOLESCENCE

1. Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.
2. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

C. ELEVATOR

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

8. REMOTE MONITORING

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

9. SAFETY

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Escalator or automatic walks have the potential for end user injuries from passengers falling over the side of the escalator balustrade or autowalk platform to a lower level below when passengers ride the equipment in an unsafe manner. Therefore, although not required by ASME A17.1/CSA B44, KONE strongly recommends that you consult with your architect, structural engineer, contractor, security personnel, or other qualified building professional to review your operations and options to develop an appropriate fall protection solution to limit exposure to falls from your elevated equipment.

If in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

10. NOTICE OF MALFUNCTION OR INJURY

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

11. THIRD PARTY SERVICES

- A. All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser shall be deemed in breach of this Agreement and Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.
- B. If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.
- C. If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

12. **NON-KONE EQUIPMENT**

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

TERMS AND CONDITIONS

1. TERM AND TERMINATION

- A. This Agreement will commence on the effective date and continue for an initial period of ONE (1) year and is non-cancelable. This Agreement will thereafter automatically renew for successive terms of . Either party may terminate this Agreement at the end of the initial ONE (1) year term or at the end of any subsequent by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.
- B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.
- C. Upon termination of the of the Agreement, a \$500 decommissioning and transfer fee shall apply for any elevator phone that needs reprogramming to a different number for emergency monitoring.

2. CANCELLATION

If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

3. ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a new owner, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the new owner. Purchaser will promptly provide KONE with a copy of such assignment. Should the new owner fail to assume this Agreement, Purchaser shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

4. PRICE ADJUSTMENTS

If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.

5. PAYMENT TERMS

Payment is due net ten (10) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal.

6. SUSPENSION OF SERVICE

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under this Agreement and/or other contracts with the Purchaser until all invoices are current or Purchaser cures the breach. Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser. If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the suspension period for non-payment. Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

7. TAXES

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

8. INSURANCE AND INDEMNIFICATION

Purchaser will name KONE as an additional insured on its insurance policy.

To the extent permitted by law, Purchaser will indemnify, defend, and hold KONE harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, whether arising from or related to Purchaser's, KONE's, or any third party's negligence, willful misconduct, or acts or omissions in performance of the Agreement.

9. LIMITATION OF LIABILITY

- A. Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the calendar year in which the liability occurred.
- B. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.
- C. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

10. U.S. GOVERNMENT SALES

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

11. FORCE MAJEURE

A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond the party's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

12. VENUE

The exclusive venue for any dispute between the parties shall be in the County of Rock Island, State of Illinois.

13. PROPERTY RIGHTS

- A. KONE will provide Purchaser with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains the sole property of KONE. If this Agreement terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.
- B. KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the Equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

14. MISCELLANEOUS

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Purchaser. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.

PRICE

\$350 per month payable by Purchaser annually in advance (\$4,200.00 per annual installment). If Purchaser does not sign this Agreement within 90 days after the tender date above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Annual in advance payment	0% Increase	\$350 per month	
Semi-Annual in advance payment	3% Increase	\$360.50 per month	
Quarterly in advance payment	6% Increase	\$371.00 per month	
Monthly in advance payment	8% Increase	\$378.00 per month	

City of Bloomington

(Signature of Authorized Representative)

(Print Name)

Title

Date

Respectfully submitted,

Nate Neal

KONE Inc.

(Approved by) Authorized Representative

Title

Date

KONE Care Value Added Services

These services are offered to improve the quality and transparency of the KONE service delivery experience.

TESTING

In addition to the work described in the Services section above, the following additional services have been negotiated and are included at the determined frequency as listed. KONE is not liable for any property damage or personal injury, including death, resulting from test.

1. #1 Pass

CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.

24/7 CONNECTED SERVICES

KONE's 24/7 Connected Services uses proprietary advanced remote monitoring and analysis technologies to bring intelligent services to elevators and escalators. 24/7 Connected Services provides continuous updates on the status and condition of the equipment, allowing KONE to perform services tailored to each equipment's needs. 24/7 Connected Services is a family of different services that may be ordered separately.

As consideration and in order for KONE to be able to provide the 24/7 Connected Services to the Customer, the Agreement is hereby amended as follows:

1. KONE to provide the Services set forth below are included with this service agreement. This Service fee will be charged on the maintenance invoice at the same interval as the invoicing for maintenance under the Agreement. Installation and/or set-up fees will be provided in a separate proposal when applicable. The interest on any late payments shall be as detailed in the Agreement.
2. KONE shall perform the selected Value-Added Services (each a "Service" and together the "Services") substantially as set forth and authorized below:

A. KONE Care 24/7 Connect - Performance Analytics

If KONE 24/7 Connected Services is selected, then KONE shall provide and install the necessary device(s) to perform KONE 24/7 Connected Services on the equipment below. Unless otherwise provided for in the Agreement, any callouts, repairs, or maintenance prompted by the KONE 24/7 Connected Services shall be performed during regular working hours of regular working days, Monday to Friday, statutory holidays excluded, of the International Union of Elevator Constructors (IUEC.) All response times generated by KONE 24/7 Connected Services shall be calculated starting at 8:00 a.m. local time the next business day. Repair and maintenance needs identified through the Services shall be performed based on the repair coverage agreed in the Agreement. Under no circumstances shall any indicators or predictions be cause for immediate services, but shall be determined and completed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE.

3. The KONE Care 24/7 Connected Services are performed for the following equipment:

Equipment Name	KONE Equipment #	Wireless Phone	Phone Monitoring	24/7 Connect
#1 Pass	100798			X

4. KONE will commence billing the 24/7 Connected Services on the date shown in this rider/contract with an understanding that the 24/7 Connected Services may be active in advance of the date shown, or may not be active on the date shown, due to variability in the time required to procure material and complete the installation and provisioning of the devices.
5. Unless the remote monitoring device was a built-in component of a new KONE elevator, the remote monitoring devices are installed to the equipment by KONE solely in order to enable the Services. The remote monitoring devices are provided to the Customer as part of the Services. Purchaser gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment, regardless if Customer elects any of the Services. Purchaser will not use the 24/7 Connected Services device, except in connection with the use and operation of the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form. Purchaser has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE.
6. KONE 24/7 Connected Services is a family of remote monitoring Services. The parties may later agree to add new Services to the equipment.
7. The Services shall be performed for the duration of the Agreement. Should the Agreement expire or terminate, the Services will automatically terminate.
8. If any or all Services are terminated, unless the remote monitoring device was a built-in component of a new KONE elevator, the Customer shall upon request give KONE access to the equipment to remove any remote monitoring devices owned by KONE along with any other equipment which remains KONE's property at the facility or otherwise at KONE's expense. Such right shall survive the expiration or termination of the Agreement. In the event this 24/7 Connected Services contract is cancelled within 5 years of this contract effective date, KONE will be reimbursed \$3500 per unit. Upon termination for any reason of either the Emergency Phone Monitoring or Wireless Phone Provider Service, no further phone services will be provided, the phone(s) must be immediately reprogrammed to dial to a location other than a KONE designated phone number and KONE will block the phone numbers from coming into the KONE Service Center. Upon termination for any reason of the Data Remote Monitoring, no further data will be collected. Upon any termination or expiration of the

Agreement, no further Services will be provided, including phone services or data collection. KONE shall have no obligation to any party to either collect, export or analyze any data, or to provide the source code of any software in object code form.

9. If the Customer uses its own SIM card or network connection for the data transfer required by the Services, KONE shall not be liable for the costs of such data transfer incurred due to the Services

Attachment "A"
Amendments to Service Agreement

The parties hereby agree to be bound to the terms contained in the Agreement, together with those terms contained in this Attachment A. In the event of conflict between terms contained in the Agreement and terms contained in this Attachment A, the terms in this Attachment A shall supersede and prevail.

KONE agrees to provide emergency phone monitoring at no charge.

KONE agrees to provide the first month of maintenance free of charge.

KONE agrees to provide a 25% discount on annual labor rates for this agreement or any other garage contracted with KONE and under the City of Bloomington care.

KONE agrees to install 24/7 Watson Connected Services, free of charge upon award.

KONE will provide a 3 or 5 year Capital plan for budgetary purposes, upon request.

KONE General or Sales Manager Authorization

.....
Signature

CUSTOMER INFORMATION

Who is the agreement with?				
Legal Name of the Company:				
Address:				
City:	State:	Zip:		
Contact Name:	Title:			
Phone:	Fax:			
Is the Owner tax exempt? Yes (If Yes, provide the Tax Exemption Certificate.)				
Federal tax ID #:				

Where should the invoice be sent?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

Who will be responsible for paying the invoices?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

**2022 SERVICE AGREEMENT BETWEEN
PUBLIC WORKS DEPARTMENT
AND KONE, INC.**

This Agreement, entered into on this 12th day of October, 2021, by and between the City of Bloomington Department of Public Works (the "Department"), and KONE, Inc. ("Contractor").

Article 1. Scope of Services After receiving a **Notice to Proceed**, Contractor shall perform repair and maintenance services of the elevator in the Walnut Street Parking Garage. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Ryan Daily, Parking Garage Manager of Parking Services, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand, Two Hundred Dollars (\$4,200.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to publicworks@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will

be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

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

Department: City of Bloomington Public Works, Attn: Ryan Daily, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: KONE, Inc., Attn: Nate Neal, 5201 Park Emerson Dr. Suite O, Indianapolis, IN 46203.

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

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

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

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

CITY OF BLOOMINGTON

KONE, INC.

Philippa M. Guthrie, Corporation Counsel

Nate Neal, Service Manager

Adam Wason, Director, Public Works Department

Dana Henke, President, Board of Public Works

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

KONE, INC.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2021.

Notary Public Printed Name

Notary Public's Signature

My Commission Expires: _____

County of Residence: _____

My Commission #: _____



Board of Public Works

Staff Report

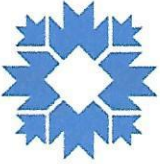
Project/Event: Garth Brooks Cover Band – Food Truck Friday

Petitioner/Representative: The Chocolate Moose

Staff Representative: April Rosenberger

Meeting Date: October 12, 2021

The Chocolate Moose is requesting a Noise Permit on Friday, October 15, 2021 from 11 am to 9 pm for a Garth Brooks Cover Band. Music is scheduled to start between 5pm and 6 pm. The Band will play during Food Truck Friday on Switchyard Park's Main Stage.



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

Contact April Rosenberger with any questions: (812) 349-3410 or april.rosenberger@bloomington.in.gov

Event and Noise Information

Name of Event:	Food Truck Friday		
Location of Event:	Switchyard Park		
Date of Event:	10-15-21	Time of Event:	Start: 11 am
Calendar Day of Week:	Friday		End: 9 pm
Description of Event:	Garth Brooks coverband. Music won't start until 5 or 6 pm.		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Jordan Davis	
Organization:	The Chocolate Moose	Title: Director of Operations
Physical Address:	405 S. Walnut Bloomington, IN	47408
Email Address:	jldavis@moosebtown.com	Phone Number: 317-439-3903
Signature:	<i>Jordan A. Davis</i>	Date: 10-5-21

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Dana Henke, President

Beth H. Hollingsworth, Vice-President

Date

Kyla Cox Deckard, Secretary

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/8/2021	Payroll				468,854.55
					<u>468,854.55</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 \$ 468,854.55

Dated this 12th day of October year of 2021.

Dana Henke, President

Beth H. Hollingsworth, Vice President

Kyla Cox Deckard, Secretary

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

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event:	Dedication of Right of Way along E 14 th Street and N Dunn Street
Staff Representative:	Emily Herr
Petitioner/Representative:	The Standard at Bloomington, LLC
Date:	10/12/2021

The property owner of 250, 350, and 450 E 14th Street (The Standard at Bloomington, LLC) is dedicating additional right-of-way along E 14th Street and N Dunn Street so that the right-of-way encompass new, wider sidewalks as outlined in the Transportation Plan.

DEDICATION OF PUBLIC RIGHT OF WAY

THIS INDENTURE WITNESSETH, that The Standard at Bloomington, LLC, a Delaware limited liability company ("Grantor"), being the Owner, pursuant to the Special Warranty Deed, recorded on March 16, 2020, as Instrument Number 2020003838 in the Recorder's Office in Monroe County, Indiana, for good and valuable consideration, does hereby dedicate and convey the real estate, described and shown in Exhibit A, attached hereto and made a part hereof by reference, to the City of Bloomington, Monroe County, Indiana ("Grantee"), a municipality of the State of Indiana. This conveyance includes all of Grantor's estate, right, title, interest, claim or demand whatsoever in the real state described herein.

The above and foregoing real estate is hereby dedicated in perpetuity to the public as a roadway and thoroughfare.

This conveyance is made subject to all existing easements and rights of way.

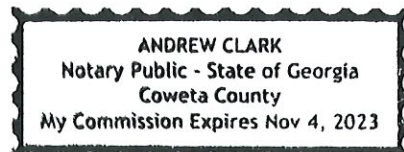
This conveyance of real estate is not subject to Indiana gross income tax.

The undersigned person executing this Dedication of Public Right of Way on behalf of Grantor represents and certifies that he has been fully empowered by said limited liability company to execute this document on behalf of Grantor has full legal capacity to convey said real estate, and that all necessary action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor has executed this Dedication of Public Right of Way on the 7 day of October, 2021.

Grantor: THE STANDARD AT BLOOMINGTON, LLC,
a Delaware limited liability company

By: WCH
Printed: W. Christopher Hart
Title: Authorized signatory



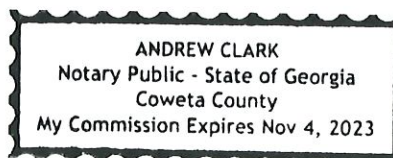
NOTARIAL CERTIFICATE

STATE OF Georgia)
COUNTY OF Coweta)

Before me, a Notary Public in and for said County and State, personally appeared W. Christopher Hart, an Authorized Signatory of The Standard at Bloomington, LLC, a Delaware limited liability company, who, after having been sworn, acknowledged the execution of the above and foregoing instrument for the purposes therein stated.

WITNESS, my hand and notarial seal this 7 day of October, 2021.

Printed Name: Andrew Clark
Commission No.: _____
My Commission Expires: 11/4/2023
County of Residence: Coweta



ACCEPTANCE OF DEDICATION OF PUBLIC RIGHT OF WAY

The City of Bloomington Board of Public Works, Monroe County, Indiana, hereby accepts the foregoing dedication of a public right of way this day of _____, 2021.

By: _____
Dana Henke, President

By: _____
Beth H. Hollingsworth, Vice President

By: _____
Kyla Cox Deckard, Secretary

NOTARIAL CERTIFICATE

STATE OF INDIANA)
)
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Dana Henke, Beth H. Hollingsworth, and Kyla Cox Deckard, as Officers of the City of Bloomington Board of Public Works, who acknowledged the execution of the above and foregoing instrument for the purposes therein stated.

WITNESS, my hand and notarial seal this _____ day of _____, 2021.

Printed Name: _____
Commission No#: _____
County of Residence: _____

Signature _____
My Commission Expires: _____

I affirm under penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Jacquelyn F. Moore

This instrument was prepared by Jacquelyn F. Moore, Assistant City Attorney, City of Bloomington, Indiana.

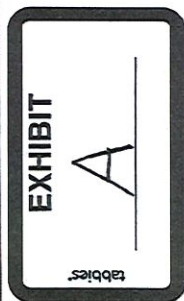
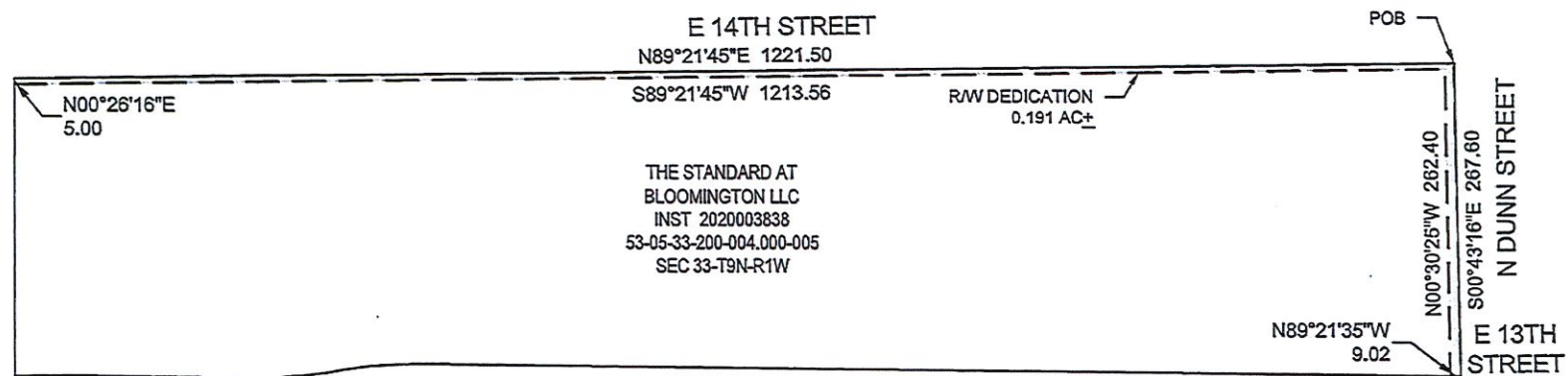
The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is City of Bloomington, 401 N. Morton Street, Bloomington, Indiana 47404. The mailing address of the grantee is City of Bloomington, 401 N. Morton Street, Bloomington, Indiana 47404.

RIGHT-OF-WAY DEDICATION

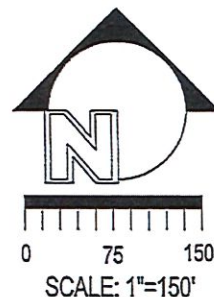
LEGAL DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 9 NORTH, RANGE 1 WEST, MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LAND DESCRIBED IN INSTRUMENT 2020003838, THE NEXT (2) COURSES ARE ALONG THE PERIMETER OF SAID LAND, (1) THENCE THENCE SOUTH 00 DEGREES 43 MINUTES 16 SECONDS EAST 267.60 FEET; (2) THENCE NORTH 89 DEGREES 21 MINUTES 35 SECONDS WEST 9.02 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 25 SECONDS WEST 262.40 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 45 SECONDS WEST 1213.56 FEET TO THE WEST LINE OF SAID LAND, THE NEXT (2) COURSES ARE ALONG THE PERIMETER OF SAID LAND; THENCE NORTH 00 DEGREES 26 MINUTES 16 SECONDS 5.00 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 45 SECONDS EAST 1221.50 FEET TO THE POINT OF BEGINNING, CONTAINING 0.191 ACRES, MORE OR LESS.



NOTE
THIS EXHIBIT WAS PREPARED BASED UPON DOCUMENTS OBTAINED FROM THE OFFICE OF THE RECORDER OF MONROE COUNTY, AND OTHER SOURCES AND IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.



Smith Design Group, Inc.

2755 E. Canada Dr., Ste. 101
Bloomington, Indiana, 47401
P: 812-336-6536
W: smithdginc.com
Job: 5919
Date: 6/18/21 Page: 1/1
Copyright Smith Design Group, Inc. 06/02/14 All Rights Reserved



Board of Public Works Staff Report

Project/Event: Approve Amendment # 2 to LPA-Consulting Contract with Lochmueller Group, Inc. for the 17th Street (Monroe to Grant) Multimodal Improvements Project

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 10/12/2021

Report: This project will construct multiuse path on the north side of 17th Street from Monroe Street to Grant Street, replace the traffic signal at the intersection of 17th Street and Madison Street/Kinser Pike, and provide other multimodal safety improvements within the corridor. The project is programmed in the MPO TIP for construction (\$2,052,000 in federal funds). Construction of this project is expected in 2022.

Lochmueller Group, Inc. is currently under contract for preliminary engineering services. This addendum will add services for Phase II Environmental Site Assessments. This addendum also decreases the Subsurface Utility Engineering fee such that the total contract not-to-exceed amount of \$839,745 remains unchanged.

Project Approvals Timeline		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval (INDOT-LPA Contract)	Approved	2021
Design Services Contract	Approved	8/6/2019
ROW Services Contract*	Current Item	10/12/2021
Public Need Resolution	Approved	5/11/2021
Construction Inspection Contract	Future	2021
Construction Contract	N/A**	2022

* Amendment 1 updates the original design services contract to include ROW services, 5/25/2021.

Amendment 2 updates to include Phase II ESAs, 10/12/2021.

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Lochmueller Group, Inc.

Contract Amount: \$839,745

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

PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☐

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☒

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals: 24

Yes

No

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

☐☒

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☒☐

Was scoring grid used?

☒☐

Were vendor presentations requested?

☐☒

The RFQu was issued seeking statements of qualifications to establish a list of qualified firms that may be contacted for projects. 14 firms are currently on the City's pre-approved engineering consultant list. Lochmueller Group was previously selected for this particular project based on their expertise.

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

Lochmueller Group was selected to design this project from the City's pre-approved engineering consultant list due to their expertise as well as the efficiencies gained by the work they had already completed at the 17th-Kinser intersection.

Neil Kopper

Senior Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

AMENDMENT NO. 2

THIS AMENDMENT NO. 2 IS MADE AND ENTERED INTO THIS ____ DAY OF _____, 2021 BY AND BETWEEN THE CITY OF BLOOMINGTON, HEREINAFTER REFERRED TO AS LPA AND LOCHMUELLER GROUP, INC. HEREINAFTER REFERRED TO AS CONSULTANT.

WITNESSETH

WHEREAS, the LPA and CONSULTANT did on August 6, 2019 enter into an Agreement to provide services for the 17th Street Multimodal Improvements from Monroe Street to Grant Street, INDOT DES No: 190042, and

WHEREAS, it has been determined that a Phase II Environmental Limited Subsurface Investigation has become necessary where improvements are proposed at the intersection of N. Madison Street and W. 17th Street, and

WHEREAS, the LPA desires to have CONSULTANT perform the Phase II Environmental Limited Subsurface Investigation , and

WHEREAS, the CONSULTANT has expressed an interest in providing the additional required services, and

WHEREAS, in order for the CONSULTANT to provide the additional services, it is necessary to amend the original agreement, and

NOW, THEREFORE, it is agreed by and between both parties that the original agreement be amended as follows:

I. Section IV Compensation on page one of the original Contract is modified as follows:

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$839,745.00**.

II. Item 15.0 Phase II Environmental Limited Subsurface Investigation is added to Appendix "A" as follows:

- 15.0 PHASE II ENVIRONMENTAL LIMITED SUBSURFACE INVESTIGATION (LSI)
- CONSULTANT shall perform or cause to have performed, a Phase II Environmental Limited Subsurface Investigation at the location of the proposed improvements near the North Madison Street/West 17th Street intersection. The LSI shall include the following:
- 15.1 Obtaining utility clearance
 - 15.2 Preparation and submittal of the proposed work plan to the City of Bloomington and INDOT.
 - 15.3 Advancing up to four (4) soil borings, two (2) to a depth of 20 feet or probe refusal, and two (2) to a depth of 6 feet.
 - 15.4 Collect soil samples from each boring, classify by soil type and field screen for contamination using photo-ionization detector (PID) each two-foot interval.
 - 15.5 Collect groundwater samples from the two 20-foot deep borings.

- 15.6 Perform laboratory analysis of the collected soil and groundwater samples.
- 15.7 Prepare a letter report summarizing the LSI activities, describing the results of the laboratory analyses and providing recommendations for special soil or groundwater handling during future development.

III. Items 1.1, 1.2 and 1.3 of Appendix “D” are modified as follows:

- 1.1 The CONSULTANT shall receive compensation for such professional services under Appendix “A” of this Contract in the amount of a total fee not-to-exceed Eight Hundred Thirty-Nine Thousand Four Hundred Seventy-Five Dollars (\$839,475.00), unless an amendment to this Contract is approved in writing by the LPA.
- 1.2 The CONSULTANT shall receive compensation for providing the services set forth in Items 1.0 through 8.0, inclusive, and 15.0 of Appendix “A” on a lump sum basis in accordance with the following schedule:
 - 1.2.1 Topographic Survey Data Collection\$47,100.00
 - 1.2.2 Environmental Document\$49,300.00
 - 1.2.3 Public Involvement
 - 1.2.3.1 Public and Property Owner Meetings\$12,000.00
 - 1.2.4 Water Resource/Stormwater Permitting\$7,100.00
 - 1.2.5 Road Design and Plans.....\$257,900.00
 - 1.2.6 Traffic Signal Design and Plans.....\$15,900.00
 - 1.2.7 Project Management/Project Website Update\$14,700.00
 - 1.2.8 Utility Coordination\$20,000.00
 - 1.2.9 Phase II Limited Subsurface Investigation.....\$6,980.00
- 1.3 The CONSULTANT shall receive payment for Subsurface Utility Engineering services performed under Item 9.0 of Appendix “A” of this Contract on a unit price basis per the schedule set forth below. The total payment for these services shall not exceed \$9,315.00, unless approved by the LPA.
 - 1.3.1 SUE Locating/Test Holes (unit)-A\$600.00/hole
 - 1.3.2 SUE Maintenance of Traffic 4 (unit).....\$1,400.00/day
 - 1.3.3 SUE Mobilization (Traffic Maintenance).....\$115.00/day
 - 1.3.4 SUE Mobilization (Vac).....\$200.00/day
 - 1.3.5 SUE Per Diem.....\$150.00/day

Except as herein modified, changed, and amended, all terms and conditions of the original Agreement dated August 6, 2019 and Amendment No. 1 dated May 25, 2021 shall continue in full force and effect.

This Amendment No. 2 neither increases or decreases the original not-to-exceed fee of \$839,745.00.

IN WITNESS WHEREOF, the parties have hereunto executed this Amendment No. 2 effective the day and year first above written.

LOCHMUELLER GROUP, INC.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS**

Douglas S. Shatto, PE, PTOE
President/Chief Operating Officer

Dana Henke
President

Attest:

Beth H. Hollingsworth
Vice President

Matthew E. Wannemuehler
Vice President/Chief Administrative Officer

Kyla Cox Deckard
Secretary

Philippa M. Guthrie
Corporation Counsel



Board of Public Works Staff Report

Project/Event: Change Orders #1 and #3 for the 7th Street Protected Bike Lane Project with Milestone Contractors

Petitioner/Representative: Engineering Department

Staff Representative: Roy Aten

Date: October 12th, 2021

Report: This project was awarded on May 11th, 2021 to Milestone Contractors, LP. The Notice to Proceed was issued this spring and work started in early April. This contract includes the installation of a protected bike lane along 7th Street from the B-line Trail to North Woodlawn Avenue. The original contract amount for this project was \$2,569,500.00. Change order #1 will deduct \$1,789.98 and is being presented to adjust the quantities for the concrete bus stops, curbs, sidewalks and pavement patching. Change order #3 will add \$1,390.67 for additional work that was required on the relocation and programming of the bicycle counters. Total for the change orders will result in a deduct of \$399.31 from the contract amount. Funding for the project is being provided by the 2018 Bicentennial Bond Series C and a \$150,000.00 contribution from CBU for the installation of rain gardens.

City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contractors, LP

Contract Amount: \$2,572,455.00

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

PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals: 1

Yes No

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

☒
☐

Met city requirements?

☒
☐

Met item or need requirements?

☒
☐

Was an evaluation team used?

☒
☐

Was scoring grid used?

☐
☒

Were vendor presentations requested?

☐
☒

Contract awarded May 11th, 2021 through the Board of Public Works.

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

Contract BC-2021-47-CN was approved by the BPW on May 11th, 2021. This Change Order is being presented in compliance with the contract documents for the 7th Street Protected Bike Lane Project.

Roy Aten

Senior Project Manager

Engineering

Print/Type Name

Print/Type Title

Department



Milestone Contractors, L.P. Extra Work Pricing Summary

Project No: 215028 7th Street Pedestrian Improvements

Date Requested: 6/10/2021 **Date Submitted:** 6/10/2021

Description of Work: Place 10" Concrete with Integral Color and Stamping

Reason for Extra Work: ☐ Requested ☐ Owner

Has Work Already Been Completed? ☐ No **When:**

MCLP Project No. 21502

Cost Activity Code:

Item: 31	Stamped Concrete 10" 1			Quantity:	310	Units	s/s
Labor:	Cost =	15216.00	Markup %	25%	3.04	Total	1020.00
Equipment:	Cost =		Markup %	12%		Total	
Material	Cost =	523.00	Markup %	10%	52.30	Total	10475.30
Supplies	Cost =	620.00	Markup %	10%	62.00	Total	612.00
Subcontract:	Cost =		Markup %	10%		Total	
Trucking:	Cost =		Markup %	5%		Total	
				12%		Total	
		2535.00			4.11		30177.30
Insurance & Bond	Cost =	111.06	Markup %	10%	1.11	Total	111.17
Total							30376.47
Unit Price						\$	97.99

Cost Report

Activity	Desc	Quantity	Unit	Unit	Labor	Equip-	Material	Supplie	Sub-	Contract	Trucking
Resource		Pcs		Cost		Ment			Contract		

BID ITEM = 31 Land Item SCHEDULE: 1 100
Description = STAMPED CONCRETE, 10 IN Unit = SYS Takeoff Quan: 310.000 Engr Quan: 310.000

4 10% Bus Stop Pads (No Coloring or Stamp) Quan: 310.00 SYS Hrs/Shift: 10.00 Cal: 510 WC: 1

AA0	(Mod) BLANK CREW	40.00	CH	Prod:	1.2705	UM	Lab Pcs:	6.10	Eqp Pcs:	0.00
2C9000IN	IMI Class A Concrete 9000I 1.00	85.79	CYS	111.000			9,523			
3MS	SIDEWALK SUPPLIES 1.00	310.00	SYS	2.000				620		
FIN	finishers 5.00	200.00	MH	25.770	11,917					
HSUP	Hourly Superintendent 1.10	44.00	MH	37.550	3,298					
\$25,358.36	0.7870 MH/SYS	244.00	MH	[24.876]	15,216		9,523	620		

====> Item Totals: 31 - STAMPED CONCRETE, 10 IN

\$25,358.36	0.7870 MH/SYS	244.00	MH	[24.876]	15,216		9,523	620
81.801	310 SYS				49.08		30.72	2.00

\$25,358.36 *** Report Totals *** 244.00 MH 15,216 9,523 620

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: Engineering Firm:

Estimator-In-Charge:

JOB DOES NOT HAVE NOTES

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

508	40 HR WEEK (5 X 8)
509	45 HR WEEK (5 X 9)
510	50 HR WEEK (5 X 10) (Default Calendar)
511	55 HR WEEK (5 X 11)
512	60 HR WEEK (5 X 12)
513	65 HR WEEK (5 X 13)
514	70 HR WEEK (5 X 14)
608	48 HR WEEK (6 X 8)
609	54 HR WEEK (6 X 9)
610	60 HR WEEK (6 X 10)
611	66 HR WEEK (6 X 11)
612	72 HR WEEK (6 X 12)
613	78 HR WEEK (6 X 13)
614	84 HR WEEK (6 X 14)
713	SEVEN 13 HOUR DAYS
800	SATURDAY ONLY (TIME & 1/2)
850	6/10 NIGHT PAVING
851	6/10 SMA NIGHT PAVING
900	SUNDAY ONLY (DOUBLE TIME)



City of Bloomington, Indiana

Change Order Details

7th Street Protected Bike Lane Improvements

Description	Contract: BC-2021-47-CN Installation of a protected bike lane along 7th Street from the B-Line Trail to Woodlawn Avenue.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	1
Status	Pending
Date Created	08/10/2021
Type	Scope Changes
Summary	Bus Islands concrete change
Change Order Description	Change bus stop islands from stamped concrete to standard concrete. This change order also addresses changing all the 16 type curb to stand up vertical curb so that it can be slipped rather than hand formed.
Awarded Project Amount	\$2,572,455.00
Authorized Project Amount	\$2,572,455.00
Change Order Amount	-\$1,789.98
Revised Project Amount	\$2,570,665.02

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
013	301-12234	CYS	\$110.000	285.000	\$31,350.00	41.000	\$4,510.00	326.000	\$35,860.00
COMPACTED AGGREGATE NO 53									
Reason: Over runs from estimated planned quantities.									
			Funding Details						
			Protected Bike Lane	285.000	\$31,350.00	41.000	\$4,510.00	326.000	\$35,860.00
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
014	302-07455	CYS	\$315.000	15.000	\$4,725.00	7.000	\$2,205.00	22.000	\$6,930.00
DENSE GRADED SUBBASE									
Reason: Over runs from estimated planned quantities.									
			Funding Details						
			Protected Bike Lane	15.000	\$4,725.00	7.000	\$2,205.00	22.000	\$6,930.00
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
015	304-07491	TON	\$169.000	480.000	\$81,120.00	-90.000	-\$15,210.00	390.000	\$65,910.00
HMA PATCHING, TYPE C									
Reason: Quantity was not required.									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
				Funding Details					
			Protected Bike Lane	480.000	\$81,120.00	-90.000	-\$15,210.00	390.000	\$65,910.00
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
021	402-07439	TON	\$275.500	120.000	\$33,060.00	7.570	\$2,085.54	127.570	\$35,145.54
HMA INTERMEDIATE, TYPE C									
Reason: Over runs from estimated planned quantities.									
				Funding Details					
			Protected Bike Lane	120.000	\$33,060.00	7.570	\$2,085.54	127.570	\$35,145.54
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
026	604-06070	SYS	\$148.500	300.000	\$44,550.00	75.000	\$11,137.50	375.000	\$55,687.50
SIDEWALK CONCRETE, 4 IN									
Reason: Additional areas of sidewalk that were not ADA compliant.									
				Funding Details					
			Protected Bike Lane	300.000	\$44,550.00	75.000	\$11,137.50	375.000	\$55,687.50
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
030	604-07824	SYS	\$155.000	810.000	\$125,550.00	-201.500	-\$31,232.50	608.500	\$94,317.50
STAMPED CONCRETE, 6 IN									
Reason: Changed from stamped concrete to standard concrete.									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
				Funding Details					
			Protected Bike Lane	810.000	\$125,550.00	-201.500	-\$31,232.50	608.500	\$94,317.50
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
032	605-06120	LFT	\$39.250	3,665.000	\$143,851.25	3,060.000	\$120,105.00	6,725.000	\$263,956.25
CURB, CONCRETE (VERTICAL)									
Reason: Changed curb types from sloping to vertical (see deduct on line 34).									
				Funding Details					
			Protected Bike Lane	3,665.000	\$143,851.25	3,060.000	\$120,105.00	6,725.000	\$263,956.25
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
033	605-06235	LFT	\$100.750	980.000	\$98,735.00	7.000	\$705.25	987.000	\$99,440.25
CENTER CURB, D CONCRETE MODIFIED									
Reason: Over runs from estimated planned quantities.									
				Funding Details					
			Protected Bike Lane	980.000	\$98,735.00	7.000	\$705.25	987.000	\$99,440.25
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
034	605-06121	LFT	\$40.000	3,060.000	\$122,400.00	-3,060.000	-\$122,400.00	0.000	\$0.00
CURB, CONCRETE B (SLOPING)									
Reason: Changed curb types from sloping to vertical (see add on line 32).									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Funding Details						
			Protected Bike Lane	3,060.000	\$122,400.00	-3,060.000	-\$122,400.00	0.000	\$0.00
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
036	610-08446	SYS	\$186.750	98.000	\$18,301.50	42.000	\$7,843.50	140.000	\$26,145.00
PCCP FOR APPROACHES, 6 IN.									
Reason: Drive apron and sidewalk repairs for ADA compliance. Over run from planned quantities.									
			Funding Details						
			Protected Bike Lane	98.000	\$18,301.50	42.000	\$7,843.50	140.000	\$26,145.00
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
10 items	Totals			\$703,642.75		-\$20,250.71		\$683,392.04	

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0111	604-06071	SYS	97.680	\$97.990	\$9,571.66
SIDEWALK, CONCRETE, 10"					
Reason: Bus stop at Woodlawn was changed from stamped concrete to standard concrete.					
			Funding Details		
			Protected Bike Lane	97.680	\$9,571.66

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
0120	604-06070	SYS	103.820	\$85.620	\$8,889.07
SIDEWALK, CONCRETE					
Reason: 6" concrete at bus stops changed to standard concrete rather than stamped at Dunn Street and Washington Street.					
			Funding Details		
Protected Bike Lane			103.820	\$85.620	\$8,889.07
2 items					Total: \$18,460.73

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Protected Bike Lane	\$2,362,877.67	\$2,362,877.67	-\$1,789.98	\$2,361,087.69
Rain Gardens	\$209,577.33	\$209,577.33	\$0.00	\$209,577.33
2 fund packages	\$2,572,455.00	\$2,572,455.00	-\$1,789.98	\$2,570,665.02

Attachments

Document	Name	Description	Submission Date
10_in_sidewalk_change_order.pdf	10 in sidewalk change order.pdf	Price proposal from Milestone.	08/10/2021 10:08 AM EDT
1 attachment			

Not valid until signed by the Engineer, Contractor, and Board of Public Works.

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date

City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contractors, LP

Contract Amount: \$2,572,455.00

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

PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals: 1

Yes No

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

☒☐

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☒☐

Was scoring grid used?

☐☒

Were vendor presentations requested?

☐☒

Contract BC-2021-47-CN was awarded May 11th, 2021 through the Board of Public Works.

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

Contract BC-2021-47-CN was approved by the BPW on May 11th, 2021. This Change Order is being executed in compliance with the Contract Documents for the 7th Street Protected Bike Lane Project.

Original: \$2,572,455.00
 Previous Change Orders: -\$1,789.98
 Change Order #3: \$1,390.67
 Final: \$2,572,055.69

Roy Aten

Senior Project Manager

Engineering

Print/Type Name

Print/Type Title

Department

Milestone Contractors, L.P.

Extra Work Pricing Summary

Project No: 215028 7th Street Pedestrian Improvements

Date Requested: 7/1/2021

Date Submitted: 7/1/2021

Description of Work: Relocate counter in lieu of standard vehicle loop detector

Reason for Extra Work: ☐ e~~e~~sted ☐ l~~e~~ctrical S~~e~~ Contractor

Has Work Already Been Completed? ☐ 0 ***When:***

MCLP Project No. 21502 **Cost Activity Code:** 5000

Item: 31	Stamped Concrete	10 l		Quantity:	310	Units	s s
Labor:	Cost =			Markup %	25	Total	
Equipment:	Cost =			Markup %	12	Total	
Material	Cost =			Markup %	10	Total	
Supplies	Cost =			Markup %	10	Total	
Subcontract:	Cost =	2'400	40	Markup %	10	240'04	
				Markup %	5	Total	2'640'44
Trucking:	Cost =			Markup %	12	Total	
		2'400	40			240'04	2'640'44
Insurance & Bond	Cost =	15	'4	Markup %	10	1'5	17'43
Total							2'657'87

<Outlook-3rl2zmlg.png>

2505 MJM Industrial Dr.

Evansville, IN 47715

Office: (812) 474-1500

Cell: (812) 305-3956

From: Wade Hummel

Sent: Tuesday, July 6, 2021 5:10 PM

To: Burris, Josh <jBurris@milestonelp.com>

Subject: 7th Street Imp CO Request

Josh,

Please review and approve the attached estimate for items required for the relocation of the Eco-Counter bike detector loops.

This work was not addressed in the pay items or the construction information book. The items in the proposal addressed standard vehicle detector loops except for a missing item for loop wire. After you pointed out this work and the authorities stated there were not standard vehicle detectors on the job, I contacted the manufacturer of the device and obtained an installation manual. I have studied the manual and taken off the quantities for saw cutting and loop wire. There is approximately 19.7 LFT of saw cutting, not 44 LFT. Also, there needs to be a quantity of approximately 174 LFT of 1C loop wire, not 84 LFT of 2C/16 GA lead-in cable and of course there needs to be an item for relocating the controller and handhole. The item for 2/C 16 GA lead-in will not be used in this installation.

As critical as the manufacturer makes the work out to be, it will most likely be an all day project for 3 men. I cannot do this work for 19.7 LFT of saw cutting loops.

Please approve this change order request ASAP.

Let me know if you have questions.

Thanks,

Wade Hummel, President

<Outlook-00rt2zui.png>

2505 MJM Industrial Dr.

Evansville, IN 47715

Office: (812) 474-1500

Cell: (812) 305-3956

<HUMMEL EST 1631.pdf>

Brent Foster

General Superintendent

4755 W. Arlington Road

Bloomington, IN 47404

Office:+1-812-355-2673

Mobile:



2505 MJM Industrial Dr.
Evansville, IN 47715

DATE	ESTIMATE #
7/6/2021	1631

Please review and approve this estimate for the relocation of the battery powered ECO-COUNTER controller/handhole and 1C #16 loop wire. This estimate does not include a new handhole, new batteries for or repairs of the controller.

Customer Name & Address
Milestone Contractors, L.P. 4755 W. Arlington Rd. Bloomington, IN 47404

Job Location	Terms	Contract Number
7th Street Bloomington, IN	INDOT SUB	7th Street Imp

Description	Quantity	Cost	Line Item	Total
ECO-COUNTER, RELOCATE	1	1,556.50		1,556.50
SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/16	174	4.85		843.90
GA				
			TOTAL	\$2,400.40

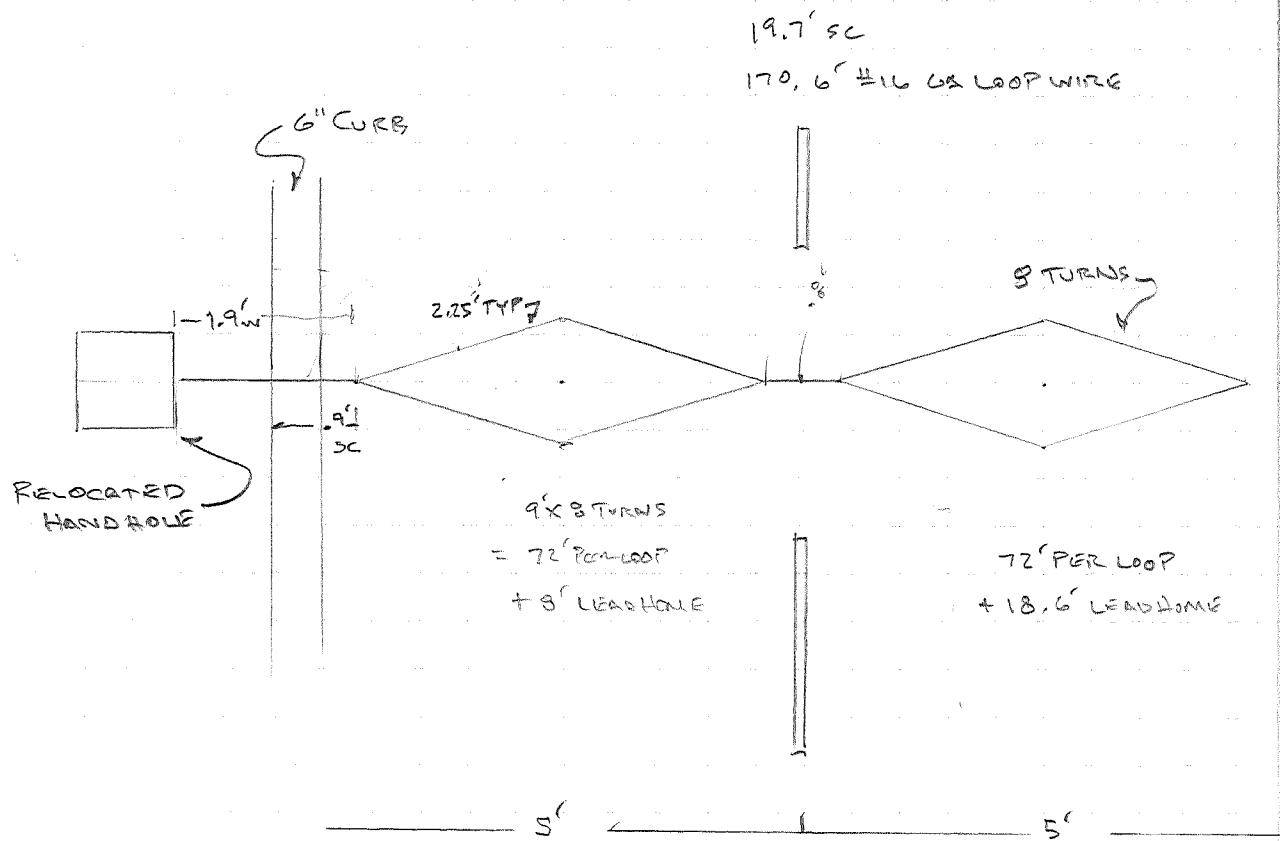
Sign and Print Here for Acceptance:

Phone #	Fax #	E-mail
(812) 474-1500	(812) 475-1501	wade@hummelectric.com

Customers Signature, Printed Name and Title Required
--

7th St Imp Change Order 1			MATERIAL			LABOR			EQUIPMENT			Cost	Bond	Unit	Materials	Labor	Equip
LINE		DESCRIPTION	QTY	COST	TOTAL	QTY	RATE	TOTAL	QTY	RATE	TOTAL	Plus	0%	Price	12%	20%	12%
CO	805-78470	Signal Cable, Roadway Loop, Copper 1C/16GA	174	0.14	24.36			0			0	840.67	840.67	4.83	48.36	518.56	146.64
		Splice Materials	4	6	24			0			0				54.16	622.27	164.24
		Laborer			0	2	50.93	101.86			0						
		Laborer			0	2	49.67	99.34			0						
		Electrician			0	4	79.34	317.36			0						
		F550 Flatbed			0			0	2	25.95	51.9						
		Rear Dump Truck			0			0	2	28.43	56.86						
		F250			0			0	2	18.94	37.88						
					0			0			0						
					0			0			0						
CO		Eco-Counter, Relocate	1		0			0			0	1556.506	1556.5064	1556.51	7.2	939.37	376.07
		#8 Stone	0.3	24	7.2			0			0				8.064	1127.244	421.198
		Laborer			0	5	50.93	254.65			0						
		Laborer			0	5	49.67	248.35			0						
		Electrician			0	5.5	79.34	436.37			0						
		F550 Flatbed			0			0	5	25.95	129.75						
		Rear Dump Truck			0			0	5	28.43	142.15						
		F250			0			0	5.5	18.94	104.17						

7TH STREET
FLO COUNTER



MEDIAN 7



City of Bloomington, Indiana

Change Order Details

7th Street Protected Bike Lane Improvements

Description	Contract: BC-2021-47-CN Installation of a protected bike lane along 7th Street from the B-Line Trail to Woodlawn Avenue.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	3
Status	Pending
Date Created	08/10/2021
Type	Errors and Omissions, Non-recoverable
Summary	Eco Counters, Relocate
Change Order Description	Information about the Eco-Counter located on 7th Street between Indiana and Woodlawn was missing during the time of bid. It has been determined that this process is much more involved than originally anticipated due to the reprogramming of the unit. This change order will adjust quantities to match the needed quantities, as well as add a lump sum charge for the relocation and reprogramming.
Awarded Project Amount	\$2,572,455.00
Authorized Project Amount	\$2,572,455.00
Change Order Amount	\$1,390.67
Revised Project Amount	\$2,573,845.67

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
081	805-78510	LFT	\$4.800	84.000	\$403.20	-84.000	-\$403.20	0.000	\$0.00
SIGNAL CABLE, DETECTOR LEAD-IN, COPPER, 2C/16 GA									
Reason: Wrong type of signal cable. A new amount of cable is included in the lump sum item being added to this change order.									
			Funding Details						
			Protected Bike Lane	84.000	\$403.20	-84.000	-\$403.20	0.000	\$0.00
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
082	805-78795	LFT	\$36.000	44.000	\$1,584.00	-24.000	-\$864.00	20.000	\$720.00
SAW CUT FOR ROADWAY LOOP DETECTOR AND SEALANT									
Reason: Quantity changes, only require 20 LFT of saw cutting.									
			Funding Details						
			Protected Bike Lane	44.000	\$1,584.00	-24.000	-\$864.00	20.000	\$720.00
			Rain Gardens	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
2 items			Totals		\$1,987.20		-\$1,267.20		\$720.00

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0110	618-12195	LS	1.000	\$2,657.870	\$2,657.87
PEDESTRIAN AND BIKE COUNTER, RELOCATE					
Reason: Added item, lump-sum amount for relocation of one Eco-Counter.					
Funding Details					
Protected Bike Lane			1.000	\$2,657.870	\$2,657.87
1 item					Total: \$2,657.87

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Protected Bike Lane	\$2,362,877.67	\$2,362,877.67	\$1,390.67	\$2,364,268.34
Rain Gardens	\$209,577.33	\$209,577.33	\$0.00	\$209,577.33
2 fund packages	\$2,572,455.00	\$2,572,455.00	\$1,390.67	\$2,573,845.67

Attachments

Document	Name	Description	Submission Date
Finalized_Change_Order_Hummel_5_.pdf	Finalized Change Order Hummel(5).pdf		08/10/2021 09:30 AM EDT
1 attachment			

Not valid until signed by the Engineer, Contractor, and Board of Public Works.

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date



Board of Public Works Staff Report

Project/Event: Change Orders #1 and #2 for the 17th & Dunn Intersection Improvements Project

Petitioner/Representative: Engineering Department

Staff Representative: Matt Smethurst

Meeting Date: October 12, 2021

Change Order #1 will add \$46,498.52 to the contract for class x excavation, drilled shaft foundations, conduit installation, and various work items related to utility issues.

Change Order #2 will add 14 days to the contractual completion date. These days are being added due to utility delays.

The original contract amount for the project was \$1,277,925.00. Change Order #1 would result in an increase to the contract of \$46,498.52. The new contract sum would be \$1,324,423.52.

This project is funded through a GO Bond. Change Order #1 will be funded through Engineering's General Fund (101-07-070000-54310).

City of Bloomington Contract and Purchase Justification Form

Vendor: E & B Paving, LLC

Contract Amount: \$1,277,925.00

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

PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☐

Not Applicable (NA)

☒

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals: 1

Yes No

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

☒☐

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☐☒

Was scoring grid used?

☐☒

Were vendor presentations requested?

☐☒

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

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

Matt Smethurst

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department



E&B PAVING, Inc

World-Class Solutions at a Local LevelSM

**Bloomington Area 35 Office
2520 W Industrial Park Drive
Bloomington, IN 47404**

Phone: (812)334-7940 Fax: (812)334-7941

June 25, 2021

17th and Dunn Intersection Improvements

To: Matt Smethurst, Project Manager
Subject: Various Utility Conflicts Delay - Days To Date Request

Matt,

As you are aware we have continued to be delayed due to the various utility conflicts described in my original June 11th notification letter. At that time the letter noted that we would be delayed within 3 work days. As a brief recap the conflicts include structures 25 and 31 both proposed on top of an existing watermain, structure 37 proposed on top of the 10" gas main, an unknown cast main believed to contain fiber optic on the West side, and sanitary lateral conflicts with the NW pole foundation/pipe/wall, SE pole foundation, and SW wall.

Since June 11th we have continued to work on what we could accomplish, however E&B has only gotten 3 days of solid work in, and Hoosier Company has also had 3 good days of work. The other days on-site we have worked at a vastly reduced productivity due to conflict areas breaking up the flow of the work and preventing us from fully completing tasks and areas. Per the schedule we need to be on-site together working at full capacity along with Hoosier to meet the 60 calendar day road closure restriction and the August 8th completion date. As of today we are requesting 11 days be added to both the closure calendar day restriction and the completion date. This is figured from the 14 days since June 11th minus the 3 days' worth of work in areas that weren't affected by utility conflicts.

As you are aware solutions were made late this week on the unknown fiber, the SW wall conflict and a confirmation on revised locations for structures 31 and 37. We will continue to work on what areas we can for now. Unfortunately the issues that remain will soon delay us again. If delayed further we will be forced to ask for additional money to accelerate the schedule since we are getting pushed back into the IU move in dates. Please consider our request for an additional 11 days as we work together to get this done before the return of students.

With Respect,

Trevor Hassler
Estimator



E&B PAVING, Inc

World-Class Solutions at a Local LevelSM

**Bloomington Area 35 Office
2520 W Industrial Park Drive
Bloomington, IN 47404**

Phone: (812)334-7940 Fax: (812)334-7941

August 11, 2021

17th and Dunn Intersection Improvements

To: Matt Smethurst, Project Manager

Subject: Extra Work due to Utility Conflicts after Original Request– Added Days Request

Matt,

As you are aware since my last request for days on June 25th, E&B has continued to perform extra work when required to keep the 17th and Dunn Project moving forward through various utility conflicts and grade issues. E&B and the City have worked together well and been able to resolve issues, perform extra work where needed, and keep moving forward to get the intersection re-opened by IU's Move-In Date and prior to the start of their school year.

The extra work items vary from a whole day down to items which only required a single hour. However, when all are added up it comes to several days on a project that has no extra time to meet the aggressive deadline. I am requesting 3 days for extra work which is figured as follows: 5 hours on June 29th spent locating utilities with a hydro-vac truck as requested so that the Designer could evaluate solutions along with modifying structure 35 to make the grades work due to plan inconsistency, 4 hours on July 2nd doing further location investigation for the unforeseen NW and SE sanitary laterals, 2 hours July 7th to come up with a solution and modify structure 33 to make the grades work out, 8 hours on July 9th relocating the unforeseen sanitary and storm laterals at the SE corner, 8 hours on July 12th spent installing the extra 82' of storm needed to tie into the next structure to the North as well as modifying the pre-cast new structures to make the grades work, and 1 hour on August 4th relocating the unforeseen sanitary cleanout at the NW corner that was in conflict with the wall footer.

E&B has tracked the monetary impact from the extra work and will continue to do so. Once all invoices are received from our suppliers E&B intends to submit a single monetary request for portions of the above that are not covered under unit pricing. I want to go ahead and request that 3 days be added to both the calendar day closure and the contract completion date at this point, so that with consideration given to the days previously requested we can move forward knowing where we stand date wise.

With Respect,

Trevor Hassler
Estimator



THE HOOSIER COMPANY, INC.

June 10, 2021

Matt Smethurst
City of Bloomington Engineering

RE: 35210406
Notice of Change Condition: Limestone Rock

Dear Mr. Smethurst,

Pursuant INDOT specification 105.16(a) please let this letter serve as written notification of a changed condition per specification 104.02(a), Differing Site Conditions.

On June 10, 2021 Hoosier encountered Class X during excavation of the signal foundation on the southwest corner. Per report for soil boring B-2, it was assumed that Class X would not be encountered.

The nature of the change condition is Differing Site Conditions as defined by 104.02(a).

The change condition does affect the controlling operation of Hoosier's scope of the project, which is the signal foundation construction. The cost and schedule impact is unknown at this time.

If you need clarification or additional information, please contact me at (317)-502-9570.

Sincerely,

Daniel Mongell
Assistant Project Manager





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**Bloomington Area 35 Office
2520 W Industrial Park Drive
Bloomington, IN 47404**

Phone: (812)334-7940 Fax: (812)334-7941

July 8, 2021

17th and Dunn Intersection Improvements

To: Matt Smethurst, Project Manager

Subject: Change Order Pricing Drilled Shaft Foundation and Open Cut Conduit

Matt,

Attached are 2 pricing workups for the drilled shaft foundation and the opencut 2" conduit. As you are aware and we have discussed we will need to use a drilled shaft as an option to avoid the sanitary lateral at the NW corner and still be able to fit between the lateral and the wall. The proposed unit pricing for that is \$11,334.66 which is actually less than the spread footer. The open cut conduit pricing would be for trenching across the road in place of boring the road crossings. This would be done to avoid the shallow 10" gas main and with the recent grade issues the storm sewer itself. Our unit pricing for that work is \$36.90/ft slightly higher than the bored installation price. The pricing does not include the concrete road trench patch that would be needed, figured that would be covered with the existing unit pricing. Please let me know if you have any concerns or if you would like to proceed with these prices.

With Respect,

Trevor Hassler
Estimator



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Date 7/8/2021
Contract _____ Project 17th and Dunn
Force Account/Extra Work For Unit Price for 36" Drilled Shaft Foundation to be used at NW corner to avoid utility conflicts

Labor 109.05 (a)

Employee	Craft	Hrs					Total Hrs	Base Rate	Total
	Laborer							\$ 22.62	\$ -
	Operator							\$ 31.30	\$ -
	Combo (Teamster/Laborer)							\$ 29.01	\$ -
	Foreman							\$ 33.30	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -

Total Labor \$ - (1)
Line 2 Deleted. ~~\$ -~~ (2)

Fringes									
Laborers	_____	Hrs x	\$	12.96	=	\$	_____	-	
Operators	_____	Hrs x	\$	19.35	=	\$	_____	-	
Carpenters	_____	Hrs x	\$	19.48	=	\$	_____	-	
							Total Fringes	\$	- (3)
	Worker's Compensation	10.09% x (Lines 1&2)						\$	- (4)
	General Liability Insurance	4.40% x (Lines 1&2)						\$	- (5)
	Line 6 Deleted	_____ x (Lines 1&2)						\$	- (6)
	State Unemployment	8.00% x (Lines 1&2)						\$	- (7)
	Federal Unemployment	1.50% x (Lines 1&2)						\$	- (8)
	FICA	7.65% x (Lines 1&2)						\$	- (9)
	Travel Allowance or Subsistence (Note #3)							\$	- (10)
	Total Lines 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10							\$	- (11)
	20% x Line (11)							\$	- (12)
	Grand Total Labor Lines (11) + (12)							\$	- (13)
Insurance	_____								(14)
Taxes	_____								(15)
	Total: Line (14) + (15)							\$	- (16)
	10% x Line (16)							\$	- (17)
	Grand Total for Insurance, Taxes: Line (16) + (17)							\$	- (18)

Materials 109.05 (c)

Supplier	Quantity	Units	Unit Price	Haul Price	Freight				Total
		ton	\$ -						\$ -
		sys	\$ -						\$ -
		ea	\$ -						\$ -
									\$ -

Attach Copies of Invoices
Total Materials \$ - (19)
12% x Line (19) \$ - (20)
Grand Total Materials Line (19) + (20) \$ - (21)

Equipment 109.05 (d)

Contractor-Owned Equipment	Hrs				Total Hours	Ownership Rate	Operating Rate	Total Rate/Hr	Total
						\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -
Rental Equipment	Hrs				Invoice Number	Hours	FHWA Op. Rate	Rental Rate	Total
							\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -

Attach Copies of Invoices	Total Contractor Owned Equipment	\$ -	(22)
	Rented Equipment (Attach Daily Copies of Invoices)	\$ -	(23)
	Fuel, Lubricants and Transportation Costs - Added in Operating Costs Above	\$ -	(24)
	Total Lines (22), (23), (24)	\$ -	(25)
	12% x Line (25)	\$ -	(26)
	Grand Total Equipment Lines (25) + (26)	\$ -	(27)

Haul 109.05

Company	Hauls	Hr/Haul	Rate						Total
Triaxle Haul									\$ -
Lowboy Haul									\$ -
Flatbed Haul									\$ -

Total Materials	\$ -	(28)
12% x Line (28)	\$ -	(29)
Grand Total Materials Line (28) + (29)	\$ -	(30)

Subcontracts:

Description	Quantity	Unit Price				Total Cost
Hoosier Drilled Shaft Signal Foundation	1.00	\$ 10,512.20				\$ 10,512.20
		\$ -				\$ -
		\$ -				\$ -

Total Subcontract Month Ending	\$ 10,512.20	(31)
Total Subcontract to Date	\$ 10,512.20	(32)
Not Applicable	\$ -	(33)
7% x Line (32)	\$ 735.85	(34)
Grand Total Subcontract Lines (32), (33), (34)	\$ 11,248.05	(35)

Totals:	Total Lines (13), (18), (21), (27), (30), (35)	\$ 11,248.05	(36)
	0.7% Bond Rate Based Upon Line 36	\$ 78.74	(37)
	10% x Line (37)	\$ 7.87	(38)
	Total Extra Work Lines (36), (37), (38)	\$ 11,334.66	(39)

INDOT CHANGE ORDER COST DETAIL

The Hoosier Company
5421 W 86th St
Indianapolis, IN 46268

Job/Contract # 17th & Dunn
Date 6/24/2021
HCI CO # - REV. # 4

Change Order Description			
Change to drilled shaft for NW corner			
Change Order Cost Summary			
Item:	Drilled Shaft Foundation	Quantity: 1	EA
Total Price:			\$ 10,512.20
Unit Price:			\$ 10,512.20

Labor					
Name / Classification	Reg Hrs	Reg Rate	OT Hrs	OT Rate	Total
Foreman	12.0	\$ 71.30			\$ 855.60
Operator	12.0	\$ 64.35			\$ 772.20
Laborer	12.0	\$ 53.33			\$ 639.96
					\$ -
					\$ -
					\$ -
					\$ -
Total					\$ 2,267.76
OH&P @ 20%					\$ 453.55

Material				
Description	Quantity	Unit	Unit Price	Total
Concrete	9	CY	\$ 135.00	\$ 1,200.00
Rebar	400	LBs	\$ 0.99	\$ 396.23
Total				\$ 1,596.23
OH&P @ 12%				\$ 191.55

Equipment						
Description	Hours	FHWA Rate	Hours	Idle Rate	Rental	Total
Drill Rig	12	\$ 316.50				\$ 3,798.00
Drill Rig Trailer	12	\$ 40.42				\$ 485.04
Drill Rig Tractor	12	\$ 65.09				\$ 781.08
Foremans Truck	12	\$ 24.65				\$ 295.80
Dump Truck	12	\$ 37.32				\$ 447.84
						\$ -
Total						\$ 5,359.92
OH&P @ 12%						\$ 643.19

Subcontractor	
Contractor	Total
	\$ -
Total	\$ -
OH&P @ 7%	\$ -

Price Summary			
Category	Cost Totals	OH&P Totals	Grand Totals
Total Labor:	\$ 2,267.76	\$ 453.55	\$ 2,721.31
Total Material:	\$ 1,596.23	\$ 191.55	\$ 1,787.77
Total Equipment:	\$ 5,359.92	\$ 643.19	\$ 6,003.11
Total Subcontractor:	\$ -	\$ -	\$ -
Totals:	\$ 9,223.91	\$ 1,288.29	\$ 10,512.20



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Date 7/8/2021
Contract _____ Project 17th and Dunn
Force Account/Extra Work For Unit Price for open cutting conduit across Dunn St. in place of boring to avoid shallow gas main and shallow rock

Labor 109.05 (a)

Employee	Craft	Hrs					Total Hrs	Base Rate	Total
	Laborer							\$ 22.62	\$ -
	Operator							\$ 31.30	\$ -
	Combo (Teamster/Laborer)							\$ 29.01	\$ -
	Foreman							\$ 33.30	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -

Total Labor \$ - (1)
Line 2 Deleted. ~~XXXXXX~~ (2)

Fringes

Laborers	Hrs x	\$	12.96	=	\$	-
Operators	Hrs x	\$	19.35	=	\$	-
Carpenters	Hrs x	\$	19.48	=	\$	-

Total Fringes \$ - (3)

Worker's Compensation	10.09% x (Lines 1&2)	\$	-	(4)
General Liability Insurance	4.40% x (Lines 1&2)	\$	-	(5)
Line 6 Deleted	XXXXXX x (Lines 1&2)	XXXXXX	XXXXXX	(6)
State Unemployment	8.00% x (Lines 1&2)	\$	-	(7)
Federal Unemployment	1.50% x (Lines 1&2)	\$	-	(8)
FICA	7.65% x (Lines 1&2)	\$	-	(9)
Travel Allowance or Subsistence (Note #3)		\$	-	(10)
Total Lines 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10		\$	-	(11)
20% x Line (11)		\$	-	(12)
Grand Total Labor Lines (11) + (12)		\$	-	(13)

Insurance				(14)
Taxes				(15)
Total: Line (14) + (15)		\$	-	(16)
10% x Line (16)		\$	-	(17)
Grand Total for Insurance, Taxes: Line (16) + (17)		\$	-	(18)

Materials 109.05 (c)

Supplier	Quantity	Units	Unit Price	Haul Price	Freight				Total
		ton	\$ -						\$ -
		sys	\$ -						\$ -
		ea	\$ -						\$ -
									\$ -

Attach Copies of Invoices	Total Materials	\$	-	(19)
	12% x Line (19)	\$	-	(20)
	Grand Total Materials Line (19) + (20)	\$	-	(21)

Equipment 109.05 (d)

Equipment 109.05 (d)										
Contractor-Owned Equipment	Hrs					Total Hours	Ownership Rate	Operating Rate	Total Rate/Hr	Total
							\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -	\$ -
Rental Equipment	Hrs					Invoice Number	Hours	FHWA Op. Rate	Rental Rate	Total
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
Attach Copies of Invoices							Total Contractor Owned Equipment		\$ - (22)	
							Rented Equipment (Attach Daily Copies of Invoices)		\$ - (23)	
							Fuel, Lubricants and Transportation Costs - Added in Operating Costs Above		\$ - (24)	
							Total Lines (22), (23), (24)		\$ - (25)	
							12% x Line (25)		\$ - (26)	
							Grand Total Equipment Lines (25) + (26)		\$ - (27)	

Haul 109.05

Company	Hauls	Hr/Haul	Rate						Total
Triaxle Haul									\$ -
Lowboy Haul									\$ -
Flatbed Haul									\$ -
Total Materials									\$ - (28)
12% x Line (28)									\$ - (29)
Grand Total Materials Line (28) + (29)									\$ - (30)

Subcontracts:

Description	Quantity	Unit Price				Total Cost
Hoosier - Open Cut Conduit Across Roadway	330.00	\$ 34.22				\$ 11,292.60
		\$ -				\$ -
		\$ -				\$ -
Total Subcontract Month Ending						\$ 11,292.60 (31)
Total Subcontract to Date						\$ 11,292.60 (32)
Not Applicable						\$ - (33)
7% x Line (32)						\$ 790.48 (34)
Grand Total Subcontract Lines (32), (33), (34)						\$ 12,083.08 (35)
Totals:						
Total Lines (13), (18), (21), (27), (30), (35)						\$ 12,083.08 (36)
0.7% Bond Rate Based Upon Line 36						\$ 84.58 (37)
10% x Line (37)						\$ 8.46 (38)
Total Extra Work Lines (36), (37), (38)						\$ 12,176.12 (39)

Estimated 330' for unit price of \$36.90 per ft.

INDOT CHANGE ORDER COST DETAIL

The Hoosier Company
5421 W 86th St
Indianapolis, IN 46268

Job/Contract # 17th & Dunn
Date 6/24/2021
HCI CO # - REV. # 4

Change Order Description			
Labor, material, and equipment required to open cut road and install conduit due to utility conflicts and shallow class x material. Trench to be capped with concrete per request of City of Bloomington.			
Change Order Cost Summary			
Item:	Open Cut Conduit	Quantity:	330 LF
Total Price:			\$ 11,292.55
Unit Price:			\$ 34.22

Labor					
Name / Classification	Reg Hrs	Reg Rate	OT Hrs	OT Rate	Total
Foreman	20.0	\$ 77.80	4.0	\$ 97.59	\$ 1,946.36
Operator	20.0	\$ 69.50	4.0	\$ 88.75	\$ 1,745.00
Laborer	20.0	\$ 57.70	4.0	\$ 76.16	\$ 1,458.64
					\$ -
					\$ -
					\$ -
					\$ -
Total					\$ 5,150.00
OH&P @ 20%					\$ 1,030.00

Material				
Description	Quantity	Unit	Unit Price	Total
2" PVC Conduit, Sch 80	330	LF	\$ 3.79	\$ 1,250.70
Total				\$ 1,250.70
OH&P @ 12%				\$ 150.08

Equipment					
Description	Hours	FHWA Rate	Hours	Idle Rate	Rental
Trencher	24	\$ 60.54			\$ 1,452.96
Concrete Saw + Truck	8	\$ 46.73			\$ 373.84
Dump Truck	24	\$ 37.32			\$ 895.68
Foreman Truck	24	\$ 24.65			\$ 591.60
					\$ -
Total					\$ 3,314.08
OH&P @ 12%					\$ 397.69

Subcontractor	
Contractor	Total
	\$ -
Total	\$ -
OH&P @ 7%	\$ -

Price Summary			
Category	Cost Totals	OH&P Totals	Grand Totals
Total Labor:	\$ 5,150.00	\$ 1,030.00	\$ 6,180.00
Total Material:	\$ 1,250.70	\$ 150.08	\$ 1,400.78
Total Equipment:	\$ 3,314.08	\$ 397.69	\$ 3,711.77
Total Subcontractor:	\$ -	\$ -	\$ -
Totals:	\$ 9,714.78	\$ 1,577.77	\$ 11,292.55



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**Bloomington Area 35 Office
2520 W Industrial Park Drive
Bloomington, IN 47404
Phone: (812)334-7940 Fax: (812)334-7941**

August 30, 2021

17th and Dunn Intersection Improvements

To: Matt Smethurst, Project Manager
Subject: Force Accounts for Various Utility Conflict Related Work

Matt,

Attached are 6 pricing workups for the various days we spent working on utility conflict related extra work. These include June 24th, 29th, July 2nd, 7th, 9th, and August 4th. Pricing workups are attached for each of those days that include an explanation of the work that took place as well as supplier invoice copies as applicable. The total for all 6 partial days comes to \$15,838.45. Please let me know if you have any concerns or if you would like to proceed with any of these daily workups.

With Respect,

Trevor Hassler
Estimator



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Bloomington, IN 47404
Phone (812) 334-7940
FAX (812) 334-7941
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Date 6/24/2021
Contract _____ Project 17th & Dunn
Force Account/Extra Work For Cut Structure 38 side out to make work grades not given in plans and also spotted NW sanitary line not shown in plans with backhoe

Labor 109.05 (a)

Employee	Craft	Hrs	OT Hrs					Base Rate	Total
	Laborer							\$ 25.90	\$ -
Tony Prince	Operator	1						\$ 34.25	\$ 34.25
	Combo								
Logan Glasscock	(Teamster/Laborer)	1						\$ 32.76	\$ 32.76
Chad Prince	Foreman	2						\$ 37.25	\$ 74.50
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -

Total Labor \$ 141.51 (1)
Line 2 Deleted. ~~\$ -~~ (2)

Fringes

Laborers	1	Hrs x	\$	12.96	=	\$	12.96
Operators	3	Hrs x	\$	19.35	=	\$	58.05
Carpenters		Hrs x	\$	19.48	=	\$	-

Total Fringes	\$	71.01	(3)
Worker's Compensation	\$	14.28	(4)
General Liability Insurance	\$	6.23	(5)
Line 6 Deleted	\$	-	(6)
State Unemployment	\$	11.32	(7)
Federal Unemployment	\$	2.12	(8)
FICA	\$	10.83	(9)
Travel Allowance or Subsistence (Note #3)	\$	-	(10)
Total Lines 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10	\$	257.29	(11)
20% x Line (11)	\$	51.46	(12)
Grand Total Labor Lines (11) + (12)	\$	308.75	(13)

Insurance
Taxes

Total: Line (14) + (15)	\$	-	(16)
10% x Line (16)	\$	-	(17)
Grand Total for Insurance, Taxes: Line (16) + (17)	\$	-	(18)

Materials 109.05 (c)

Supplier	Quantity	Units	Unit Price	Haul Price	Freight				Total
		ton							\$ -
		ton							\$ -
		ea	\$ -						\$ -
									\$ -

Attach Copies of Invoices	Total Materials	\$	-	(19)
	12% x Line (19)	\$	-	(20)
	Grand Total Materials Line (19) + (20)	\$	-	(21)

Equipment 109.05 (d)

						Ownership Rate	Operating Rate	Total Rate/Hr	Total
Contractor-Owned Equipment	Hrs				Total Hours				
Foreman Pickup F-250	2				2	\$ -	\$ -	\$ 20.34	\$ 40.68
Backhoe CAT 420D	1				1	\$ -	\$ -	\$ 71.79	\$ 71.79
						\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -
Rental Equipment	Hrs				Invoice Number	Hours	FHWA Op. Rate	Rental Rate	Total
							\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -
Attach Copies of Invoices									\$ 112.47 (22)
Total Contractor Owned Equipment									\$ - (23)
Rented Equipment (Attach Daily Copies of Invoices)									\$ - (24)
Fuel, Lubricants and Transportation Costs - Added in Operating Costs Above									\$ 112.47 (25)
Total Lines (22), (23), (24)									\$ 13.50 (26)
12% x Line (25)									\$ 125.97 (27)
Grand Total Equipment Lines (25) + (26)									

Haul 109.05

Company	Hauls	Hr/Haul	Rate						Total
Triaxle Haul			\$ 108.67						\$ -
Lowboy Haul									\$ -
Flatbed Haul									\$ -
Total Materials									\$ - (28)
12% x Line (28)									\$ - (29)
Grand Total Materials Line (28) + (29)									\$ - (30)

Subcontracts:

Description	Quantity	Unit Price				Total Cost
		\$ -				\$ -
		\$ -				\$ -
		\$ -				\$ -
Total Subcontract Month Ending						\$ - (31)
Total Subcontract to Date						\$ - (32)
Not Applicable						\$ - (33)
7% x Line (32)						\$ - (34)
Grand Total Subcontract Lines (32), (33), (34)						\$ - (35)

Totals:	Total Lines (13), (18), (21), (27), (30), (35)	\$ 434.72 (36)
	0.7% Bond Rate Based Upon Line 36	\$ 3.04 (37)
	10% x Line (37)	\$ 0.30 (38)
	Total Extra Work Lines (36), (37), (38)	\$ 438.07 (39)



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Bloomington, IN 47404
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FAX (812) 334-7941
www.ebpaving.com

Date 6/29/2021

Contract _____ Project 17th & Dunn

Force Account/Extra Work For Hydro-Vac Spot Locate Utilities as requested by the Designer to evaluate solutions to utility conflicts, and cut/adjusted structure 35 lid to make grades work due to grades not correct on plans

Labor 109.05 (a)

Employee	Craft	Hrs	OT Hrs					Base Rate	Total
Marty Hardwick	Laborer	4						\$ 25.90	\$ 103.60
Tony Prince/Doug Bland	Operator	8						\$ 34.25	\$ 274.00
Logan Glasscock	Combo (Teamster/Laborer)	4						\$ 32.76	\$ 131.04
Chad Prince	Foreman	5						\$ 37.25	\$ 186.25
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -

Total Labor \$ 694.89 (1)

Line 2 Deleted. ~~\$ -~~ (2)

Fringes

Laborers	8	Hrs x	\$ 12.96	=	\$ 103.68
Operators	13	Hrs x	\$ 19.35	=	\$ 251.55
Carpenters		Hrs x	\$ 19.48	=	\$ -

Total Fringes \$ 355.23 (3)

Worker's Compensation	10.09% x (Lines 1&2)	\$ 70.11 (4)
General Liability Insurance	4.40% x (Lines 1&2)	\$ 30.58 (5)
Line 6 Deleted	x (Lines 1&2)	\$ - (6)
State Unemployment	8.00% x (Lines 1&2)	\$ 55.59 (7)
Federal Unemployment	1.50% x (Lines 1&2)	\$ 10.42 (8)
FICA	7.65% x (Lines 1&2)	\$ 53.16 (9)
Travel Allowance or Subsistence (Note #3)		\$ - (10)
Total Lines 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10		\$ 1,269.98 (11)
20% x Line (11)		\$ 254.00 (12)
Grand Total Labor Lines (11) + (12)		\$ 1,523.98 (13)
Insurance		(14)
Taxes		(15)
Total: Line (14) + (15)		\$ - (16)
10% x Line (16)		\$ - (17)
Grand Total for Insurance, Taxes: Line (16) + (17)		\$ - (18)

Materials 109.05 (c)

Supplier	Quantity	Units	Unit Price	Haul Price	Freight				Total
Reed & Sons -Hydro-Vac Rental Lease	6	hr	\$ 220.00						\$ 1,320.00
		ton	\$ -						\$ -
		ea	\$ -						\$ -
									\$ -

Attach Copies of Invoices	Total Materials	\$ 1,320.00 (19)
	12% x Line (19)	\$ 147.84 (20)
	Grand Total Materials Line (19) + (20)	\$ 1,467.84 (21)

Equipment 109.05 (d)

Contractor-Owned Equipment	Hrs					Total Hours	Ownership Rate	Operating Rate	Total Rate/Hr	Total
Foreman Pickup F-250	5					5	\$ -	\$ -	\$ 20.34	\$ 101.70
Backhoe CAT 420D	4					4	\$ -	\$ -	\$ 71.79	\$ 287.16
Freightline Low Sided Dumptruck	2					2	\$ -	\$ -	\$ 28.84	\$ 57.68
Case CX80 Excavator	2					2	\$ -	\$ -	\$ 88.12	\$ 176.24
							\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -	\$ -
Rental Equipment	Hrs					Invoice Number	Hours	FHWA Op. Rate	Rental Rate	Total
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -

Attach Copies of Invoices	Total Contractor Owned Equipment	\$ 622.78 (22)
	Rented Equipment (Attach Daily Copies of Invoices)	\$ - (23)
	Fuel, Lubricants and Transportation Costs - Added in Operating Costs Above	\$ - (24)
	Total Lines (22), (23), (24)	\$ 622.78 (25)
	12% x Line (25)	\$ 74.73 (26)
	Grand Total Equipment Lines (25) + (26)	\$ 697.51 (27)

Company	Hauls	Hr/Haul	Rate							Total
Triaxle Haul			\$ 108.67							\$ -
Lowboy Haul										\$ -
Flatbed Haul										\$ -
	Total Materials									\$ - (28)
	12% x Line (28)									\$ - (29)
	Grand Total Materials Line (28) + (29)									\$ - (30)

Description	Quantity	Unit Price				Total Cost
		\$ -				\$ -
		\$ -				\$ -
		\$ -				\$ -

Total Subcontract Month Ending	\$ - (31)
Total Subcontract to Date	\$ - (32)
Not Applicable	\$ - (33)
7% x Line (32)	\$ - (34)
Grand Total Subcontract Lines (32), (33), (34)	\$ - (35)

Totals:	Total Lines (13), (18), (21), (27), (30), (35)	\$ 5,019.89 (36)
	0.7% Bond Rate Based Upon Line 36	\$ 35.14 (37)
	10% x Line (37)	\$ 3.51 (38)
	Total Extra Work Lines (36), (37), (38)	\$ 5,058.55 (39)

**Reed & Sons
Construction, Inc.**

299 Moorman Road
Bloomington, IN 47403

Phone # 8128249237

LN

Invoice

Date	Invoice #
6/29/2021	23337

Bill To
E&B Paving, Inc. 2520 W Industrial Park Drive Bloomington, IN 47404

Terms	Due Date
Net 15	7/14/2021
Service Provided	P.O. No.
Vactor	Verbal

Item	Description	Location	Qty	Rate	Amount
Vactor Truck	Vactor Sewer Truck on 6/4 and 6/11 (min. charge)	Dunn & 17th	6	220.00	1,320.00
✓ TH Job 406 code 9001					
Your business means a lot to us...Thank You!				Total	\$1,320.00

PLEASE NOTE: Payment is due within 10 days of the date of this invoice, unless otherwise stated. After 30 days there will be a finance charge of 1 1/2% per month over due. After 45 days, we turn all open accounts over to our attorney for collections. Customer is to pay all collection, attorney, and court costs incurred, in addition to the monthly interest and original amount due.



E&B PAVING, Inc.

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2520 W. Industrial Park Drive
Bloomington, IN 47404
Phone (812) 334-7940
FAX (812) 334-7941
www.ebpaving.com

Date 7/2/2021
Contract _____ Project 17th & Dunn
Force Account/Extra Work For Further Investigated for sanitary lateral on NW corner not shown on plans for pole/wall conflict. Used E&B electronic locator/hand work

Labor 109.05 (a)

Employee	Craft	Hrs	OT Hrs					Base Rate	Total
	Laborer							\$ 25.90	\$ -
	Operator							\$ 34.25	\$ -
Logan Glasscock	Combo (Teamster/Laborer)	4						\$ 32.76	\$ 131.04
Chad Prince	Foreman	4						\$ 37.25	\$ 149.00
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -

Total Labor \$ 280.04 (1)
Line 2 Deleted. ~~\$ -~~ (2)

Fringes

Laborers	4	Hrs x	\$	12.96	=	\$	51.84
Operators	4	Hrs x	\$	19.35	=	\$	77.40
Carpenters		Hrs x	\$	19.48	=	\$	-

Total Fringes	\$	129.24	(3)
	\$	28.26	(4)
	\$	12.32	(5)
	\$	-	(6)
	\$	22.40	(7)
	\$	4.20	(8)
	\$	21.42	(9)
	\$	-	(10)
	\$	497.88	(11)
	\$	99.58	(12)
	\$	597.46	(13)

Worker's Compensation 10.09% x (Lines 1&2)
General Liability Insurance 4.40% x (Lines 1&2)
Line 6 Deleted ~~x~~ (Lines 1&2)
State Unemployment 8.00% x (Lines 1&2)
Federal Unemployment 1.50% x (Lines 1&2)
FICA 7.65% x (Lines 1&2)

Travel Allowance or Subsistence (Note #3)

Total Lines 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10

20% x Line (11)

Grand Total Labor Lines (11) + (12)

Insurance
Taxes

Total: Line (14) + (15)

10% x Line (16)

Grand Total for Insurance, Taxes: Line (16) + (17)

Materials 109.05 (c)

Supplier	Quantity	Units	Unit Price	Haul Price	Freight				Total
		hr	\$ -						\$ -
		ton	\$ -						\$ -
		ea	\$ -						\$ -
									\$ -

Attach Copies of Invoices

Total Materials

12% x Line (19)

Grand Total Materials Line (19) + (20)

\$ - (19)
\$ - (20)
\$ - (21)

Equipment 109.05 (d)

Contractor-Owned Equipment	Hrs					Total Hours	Ownership	Operating	Total	Total
							Rate	Rate	Rate/Hr	
Foreman Pickup F-250	4					4	\$ -	\$ -	\$ 20.34	\$ 81.36
							\$ -	\$ -	\$ 71.79	\$ -
							\$ -	\$ -	\$ 28.84	\$ -
							\$ -	\$ -	\$ 88.12	\$ -
							\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -	\$ -
Rental Equipment	Hrs					Invoice Number	Hours	FHWA Op. Rate	Rental Rate	Total
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -

Attach Copies of Invoices	Total Contractor Owned Equipment	\$ 81.36	(22)
	Rented Equipment (Attach Daily Copies of Invoices)	\$ -	(23)
	Fuel, Lubricants and Transportation Costs - Added in Operating Costs Above	\$ -	(24)
	Total Lines (22), (23), (24)	\$ 81.36	(25)
	12% x Line (25)	\$ 9.76	(26)
	Grand Total Equipment Lines (25) + (26)	\$ 91.12	(27)

Haul 109.05

Company	Hauls	Hr/Haul	Rate							Total
Triaxle Haul			\$ 108.67							\$ -
Lowboy Haul										\$ -
Flatbed Haul										\$ -

Total Materials	\$ -	(28)
12% x Line (28)	\$ -	(29)
Grand Total Materials Line (28) + (29)	\$ -	(30)

Subcontracts:

Description	Quantity	Unit Price				Total Cost
		\$ -				\$ -
		\$ -				\$ -
		\$ -				\$ -

Total Subcontract Month Ending	\$ -	(31)
Total Subcontract to Date	\$ -	(32)
Not Applicable	\$ -	(33)
7% x Line (32)	\$ -	(34)
Grand Total Subcontract Lines (32), (33), (34)	\$ -	(35)

Totals:	Total Lines (13), (18), (21), (27), (30), (35)	\$ 688.58	(36)
	0.7% Bond Rate Based Upon Line 36	\$ 4.82	(37)
	10% x Line (37)	\$ 0.48	(38)
	Total Extra Work Lines (36), (37), (38)	\$ 693.89	(39)



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2520 W. Industrial Park Drive
Bloomington, IN 47404
Phone (812) 334-7940
FAX (812) 334-7941
www.ebpaving.com

Date 7/7/2021
Contract _____ Project 17th & Dunn
Force Account/Extra Work For Grades not working out on storm runs per plans. Refigured to develop solution and sawcut top off/modified structure 33 to make it work

Labor 109.05 (a)

Employee	Craft	Hrs	OT Hrs					Base Rate	Total
Marty Hardwick	Laborer	2						\$ 25.90	\$ 51.80
Tony Prince	Operator	2						\$ 34.25	\$ 68.50
Logan Glasscock	Combo (Teamster/Laborer)	2						\$ 32.76	\$ 65.52
Chad Prince	Foreman	2						\$ 37.25	\$ 74.50
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -

Total Labor \$ 260.32 (1)
Line 2 Deleted. ~~260.32~~ (2)

Fringes

Laborers	4	Hrs x	\$	12.96	=	\$	51.84
Operators	4	Hrs x	\$	19.35	=	\$	77.40
Carpenters		Hrs x	\$	19.48	=	\$	-

Total Fringes	\$	129.24	(3)
Worker's Compensation	\$	26.27	(4)
General Liability Insurance	\$	11.45	(5)
Line 6 Deleted	26.27	11.45	(6)
State Unemployment	\$	20.83	(7)
Federal Unemployment	\$	3.90	(8)
FICA	\$	19.91	(9)
Travel Allowance or Subsistence (Note #3)	\$	-	(10)
Total Lines 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10	\$	471.93	(11)
20% x Line (11)	\$	94.39	(12)
Grand Total Labor Lines (11) + (12)	\$	566.31	(13)

Insurance
Taxes

Total: Line (14) + (15)	\$	-	(16)
10% x Line (16)	\$	-	(17)
Grand Total for Insurance, Taxes: Line (16) + (17)	\$	-	(18)

Materials 109.05 (c)

Supplier	Quantity	Units	Unit Price	Haul Price	Freight				Total
		hr	\$ -						\$ -
		ton	\$ -						\$ -
		ea	\$ -						\$ -
									\$ -

Attach Copies of Invoices	Total Materials	\$	-	(19)
	12% x Line (19)	\$	-	(20)
	Grand Total Materials Line (19) + (20)	\$	-	(21)

Equipment 109.05 (d)

Contractor-Owned Equipment	Hrs					Total Hours	Ownership Rate	Operating Rate	Total Rate/Hr	Total
Foreman Pickup F-250	2					2	\$ -	\$ -	\$ 20.34	\$ 40.68
							\$ -	\$ -	\$ 71.79	\$ -
							\$ -	\$ -	\$ 28.84	\$ -
							\$ -	\$ -	\$ 88.12	\$ -
							\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -	\$ -
Rental Equipment	Hrs					Invoice Number	Hours	FHWA Op. Rate	Rental Rate	Total
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -

Attach Copies of Invoices	Total Contractor Owned Equipment	\$ 40.68	(22)
	Rented Equipment (Attach Daily Copies of Invoices)	\$ -	(23)
	Fuel, Lubricants and Transportation Costs - Added in Operating Costs Above	\$ -	(24)
	Total Lines (22), (23), (24)	\$ 40.68	(25)
	12% x Line (25)	\$ 4.88	(26)
	Grand Total Equipment Lines (25) + (26)	\$ 45.56	(27)

Haul 109.05

Company	Hauls	Hr/Haul	Rate							Total
Triaxle Haul			\$ 108.67							\$ -
Lowboy Haul										\$ -
Flatbed Haul										\$ -

Total Materials	\$ -	(28)
12% x Line (28)	\$ -	(29)
Grand Total Materials Line (28) + (29)	\$ -	(30)

Subcontracts:

Description	Quantity	Unit Price				Total Cost
		\$ -				\$ -
		\$ -				\$ -
		\$ -				\$ -

Total Subcontract Month Ending	\$ -	(31)
Total Subcontract to Date	\$ -	(32)
Not Applicable	\$ -	(33)
7% x Line (32)	\$ -	(34)
Grand Total Subcontract Lines (32), (33), (34)	\$ -	(35)

Totals:	Total Lines (13), (18), (21), (27), (30), (35)	\$ 611.87	(36)
	0.7% Bond Rate Based Upon Line 36	\$ 4.28	(37)
	10% x Line (37)	\$ 0.43	(38)
	Total Extra Work Lines (36), (37), (38)	\$ 616.58	(39)



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Bloomington, IN 47404
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FAX (812) 334-7941
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Date 7/9/2021
Contract _____ Project 17th & Dunn
Force Account/Extra Work For Relocated 6" Laterals on NW and SE corners not shown on plans or covered by items

Labor 109.05 (a)

Employee	Craft	Hrs	OT Hrs					Base Rate	Total
Marty Hardwick	Laborer	6.5						\$ 25.90	\$ 168.35
Tony Prince & Doug Bland	Operator	13						\$ 34.25	\$ 445.25
Logan Glasscock	Combo (Teamster/Laborer)	6.5						\$ 32.76	\$ 212.94
Chad Prince	Foreman	7.5						\$ 37.25	\$ 279.38
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -

Total Labor \$ 1,105.92 (1)
Line 2 Deleted. ~~XXXXXX~~ (2)

Fringes

Laborers	13	Hrs x	\$	12.96	=	\$	168.48
Operators	20.5	Hrs x	\$	19.35	=	\$	396.68
Carpenters		Hrs x	\$	19.48	=	\$	-

Total Fringes \$ 565.16 (3)

Worker's Compensation	10.09% x (Lines 1&2)	\$	111.59 (4)
General Liability Insurance	4.40% x (Lines 1&2)	\$	48.66 (5)
Line 6 Deleted	XXXXXX x (Lines 1&2)	XXXXXX	(6)
State Unemployment	8.00% x (Lines 1&2)	\$	88.47 (7)
Federal Unemployment	1.50% x (Lines 1&2)	\$	16.59 (8)
FICA	7.65% x (Lines 1&2)	\$	84.60 (9)
Travel Allowance or Subsistence (Note #3)		\$	- (10)
Total Lines 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10		\$	2,020.98 (11)
20% x Line (11)		\$	404.20 (12)
Grand Total Labor Lines (11) + (12)		\$	2,425.18 (13)

Insurance			(14)
Taxes			(15)
Total: Line (14) + (15)		\$	- (16)
10% x Line (16)		\$	- (17)
Grand Total for Insurance, Taxes: Line (16) + (17)		\$	- (18)

Materials 109.05 (c)

Supplier	Quantity	Units	Unit Price	Haul Price	Freight				Total
Core & Main -see highlighted attached	1355.58	dollar	\$ 1.00						\$ 1,355.58
		ton	\$ -						\$ -
		ea	\$ -						\$ -
									\$ -

Attach Copies of Invoices	Total Materials	\$	1,355.58 (19)
	12% x Line (19)	\$	1,518.25 (20)
	Grand Total Materials Line (19) + (20)	\$	2,873.83 (21)

[illegible]**Haul 109.05**

Total Materials	\$ 706.36	(28)
12% x Line (28)	\$ 791.12	(29)
Grand Total Materials Line (28) + (29)	\$ 1,497.47	(30)

Description	Quantity	Unit Price				Total Cost
		\$ -				\$ -
		\$ -				\$ -
		\$ -				\$ -

Totals:	Total Lines (13), (18), (21), (27), (30), (35)	\$	7,911.00 (36)
	0.7% Bond Rate Based Upon Line 36	\$	55.38 (37)
	10% x Line (37)	\$	5.54 (38)
	Total Extra Work Lines (36), (37), (38)	\$	7,971.92 (39)



1830 Craig Park Court
St. Louis, MO 63146

INVOICE

jh

Invoice # P214605
Invoice Date 7/12/21
Account # 194154
Sales Rep TOM GRABOWSKI
Phone # 812-331-0356
Branch #433 Bloomington, IN
Total Amount Due \$1,433.02

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

E&B PAVING, INC. (433)
286 W 300 N
ANDERSON IN 46012 1225

000/0000
00000

Shipped To:
CUSTOMER PICK-UP

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
7/09/21	7/09/21	406	406			WILL CALL	P214605

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
04063514	6 PVC SDR35 SWR PIPE (G) 14'	140	140		5.06000	FT	708.40
27062GG	6 PVC SDR35 SWR 22-1/2 GXG	4	4		25.72000	EA	102.88
27061GG	6 PVC SDR35 SWR 11-1/4 GXG	4	4		62.87000	EA	251.48
28100266	1002-66 6 CLAYXCI/PVC CPLG	2	2		21.18000	EA	42.36
28100266SR	1002-66SR 6 CLAYXCI/PVC CPLG SHEAR RING	2	2		49.60000	EA	99.20
2708W06GGT	8X6 PVC SDR35 SWR T-WYE GXG	1	1		79.32000	EA	79.32
IX29A9PHOENLUBEQ	PHOENIX PIPE LUBE QUARTS	1	1		4.45000	EA	4.45
654PRS	4' SMARTSTICK PROBE TPA48 NON-INSULATED	1	1		72.99000	EA	72.99
2706I08GS	6X8 SDR35 CONC. INCREASER GXSP	1	1		71.94000	EA	71.94

\$1355.58 towards July 9th
lateral relocations
force account

Freight	Delivery	Handling	Restock	Misc	Subtotal:	1,433.02
					Other:	.00
					Tax:	.00
Terms: NET 30 Ordered By: CHAD					Invoice Total:	\$1,433.02

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



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Bloomington, IN 47404
Phone (812) 334-7940
FAX (812) 334-7941
www.ebpaving.com

Date 8/4/2021
Contract _____ Project 17th & Dunn
Force Account/Extra Work For Moved Sanitary cleanout that was in conflict with wall footer NW

Labor 109.05 (a)

Employee	Craft	Hrs	OT Hrs					Base Rate	Total
Marty Hardwick	Laborer	1						\$ 25.90	\$ 25.90
Tony Prince & Doug Bland	Operator	2						\$ 34.25	\$ 68.50
Logan Glasscock	Combo (Teamster/Laborer)	1						\$ 32.76	\$ 32.76
Chad Prince	Foreman	1						\$ 37.25	\$ 37.25
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -

Total Labor \$ 164.41 (1)
Line 2 Deleted. ~~\$ -~~ (2)

Fringes

Laborers	2	Hrs x	\$	12.96	=	\$	25.92
Operators	3	Hrs x	\$	19.35	=	\$	58.05
Carpenters		Hrs x	\$	19.48	=	\$	-

Total Fringes	\$	83.97	(3)
	\$	16.59	(4)
	\$	7.23	(5)
	\$	-	(6)
	\$	13.15	(7)
	\$	2.47	(8)
	\$	12.58	(9)
	\$	-	(10)
	\$	300.40	(11)
	\$	60.08	(12)
	\$	360.48	(13)

Worker's Compensation 10.09% x (Lines 1&2)
General Liability Insurance 4.40% x (Lines 1&2)
Line 6 Deleted ~~10.09%~~ x (Lines 1&2)
State Unemployment 8.00% x (Lines 1&2)
Federal Unemployment 1.50% x (Lines 1&2)
FICA 7.65% x (Lines 1&2)

Travel Allowance or Subsistence (Note #3)

Total Lines 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10

20% x Line (11)

Grand Total Labor Lines (11) + (12)

Insurance
Taxes

Total: Line (14) + (15)

10% x Line (16)

Grand Total for Insurance, Taxes: Line (16) + (17)

Materials 109.05 (c)

Supplier	Quantity	Units	Unit Price	Haul Price	Freight				Total
Core&Main -see 2 highlighted attached	277.60	dollar	\$ 1.00						\$ 277.60
		ton	\$ -						\$ -
		ea	\$ -						\$ -
									\$ -

Attach Copies of Invoices
Total Materials \$ 277.60 (19)
12% x Line (19) \$ 310.91 (20)
Grand Total Materials Line (19) + (20) \$ 588.51 (21)

Equipment 109.05 (d)

Equipment 109.05 (d)										
Contractor-Owned Equipment	Hrs					Total Hours	Ownership Rate	Operating Rate	Total Rate/Hr	Total
Foreman Pickup F-250	1					1	\$ -	\$ -	\$ 20.34	\$ 20.34
Linkbelt 225 Excavator	0.5					0.5	\$ -	\$ -	\$ 142.09	\$ 71.05
							\$ -	\$ -	\$ 28.84	\$ -
							\$ -	\$ -	\$ 88.12	\$ -
							\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -	\$ -
Rental Equipment	Hrs					Invoice Number	Hours	FHWA Op. Rate	Rental Rate	Total
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
Attach Copies of Invoices										
Total Contractor Owned Equipment										\$ 91.39 (22)
Rented Equipment (Attach Daily Copies of Invoices)										\$ - (23)
Fuel, Lubricants and Transportation Costs - Added in Operating Costs Above										\$ - (24)
Total Lines (22), (23), (24)										\$ 91.39 (25)
12% x Line (25)										\$ 10.97 (26)
Grand Total Equipment Lines (25) + (26)										\$ 102.35 (27)

Haul 109.05

Company	Hauls	Hr/Haul	Rate							Total
Triaxle Haul			\$ 108.67							\$ -
Lowboy Haul										\$ -
Flatbed Haul										\$ -
Total Materials										\$ - (28)
12% x Line (28)										\$ - (29)
Grand Total Materials Line (28) + (29)										\$ - (30)

Subcontracts:

Description	Quantity	Unit Price				Total Cost
		\$ -				\$ -
		\$ -				\$ -
		\$ -				\$ -
Total Subcontract Month Ending						\$ - (31)
Total Subcontract to Date						\$ - (32)
Not Applicable						\$ - (33)
7% x Line (32)						\$ - (34)
Grand Total Subcontract Lines (32), (33), (34)						\$ - (35)

Totals:	Total Lines (13), (18), (21), (27), (30), (35)	\$ 1,051.34 (36)
	0.7% Bond Rate Based Upon Line 36	\$ 7.36 (37)
	10% x Line (37)	\$ 0.74 (38)
	Total Extra Work Lines (36), (37), (38)	\$ 1,059.44 (39)



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # P364724
Invoice Date 8/05/21
Account # 194154
Sales Rep TOM GRABOWSKI
Phone # 812-331-0356
Branch #433 Bloomington, IN
Total Amount Due \$281.49

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

Shipped To:
CUSTOMER PICK-UP

E&B PAVING, INC. (433)
286 W 300 N
ANDERSON IN 46012 1225

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Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
8/04/21	8/04/21	3250406	17TH AND DUNN			WILL CALL	P364724

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
04063514	6 PVC SDR35 SWR PIPE (G) 14'	14	14		5.33000 FT		74.62
28105666SR	1056-66SR 6 CI/PVCXCI/PVC CPLG SHEAR RING	1	1		48.79000 EA		48.79
28100266SR	1002-66SR 6 CLAYXCI/PVC CPLG SHEAR RING	2	2		49.60000 EA		99.20
96BUTYL05	BUTYL MASTIC SEALANT 1/2"X21'	1	1		58.88000 EA		58.88

222.61

+ \$1.99 from 2nd invoice

\$277.60 total towards Aug 4th Force account

Freight	Delivery	Handling	Restock	Misc	Subtotal:	281.49
					Other:	.00
					Tax:	.00
Invoice Total:						\$281.49

Terms: NET 30
Ordered By: CHAD

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # P364893
Invoice Date 8/05/21
Account # 246282
Sales Rep HILARY CARRICO
Phone # 812-331-0356
Branch #433 Bloomington, IN
Total Amount Due \$54.99

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

E&B PAVING LLC
PO BOX 5066
EVANSVILLE IN 47716-5066

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Shipped To:
CUSTOMER PICK-UP

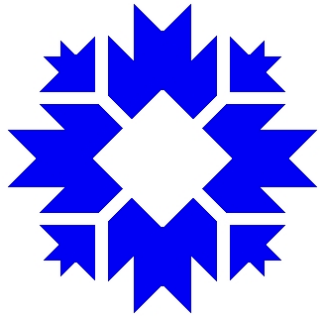
Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
8/04/21	8/04/21	CHAD	35210406			WILL CALL	P364893

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
27064GG	6 PVC SDR35 SWR 45 GXG	1	1		25.67000	EA	25.67
27062GG	6 PVC SDR35 SWR 22-1/2 GXG	1	1		25.72000	EA	25.72

Freight	Delivery	Handling	Restock	Misc	Subtotal:	51.39	
					Other:	.00	
					Tax:	3.60	
Terms: NET 30						Invoice Total:	\$54.99

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



City of Bloomington, Indiana

Change Order Details

17th and Dunn Signal Improvements

Description	Replacement of traffic signal and geometric improvements to intersection.
Prime Contractor	E & B Paving, INC 2520 W Industrial Park Dr Bloomington, IN 47404
Change Order	1
Status	Pending
Date Created	10/05/2021
Type	Changed Conditions
Summary	Change Order for added work due to utility issues.
Change Order Description	Change order for class x excavation, drilled shaft foundations, conduit installation, and force account work related to utility issues.
Awarded Project Amount	\$1,277,925.00
Authorized Project Amount	\$1,277,925.00
Change Order Amount	\$46,498.52
Revised Project Amount	\$1,324,423.52

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
1260	203-02020	CYS	40.310	\$125.000	\$5,038.75
EXCAVATION, UNCLASSIFIED					
1270	805-01579	LS	1.000	\$2,952.000	\$2,952.00
MISCELLANEOUS EQUIPMENT FOR TRAFFIC SIGNALS					
1280	805-01579	LS	1.000	\$15,838.450	\$15,838.45
MISCELLANEOUS EQUIPMENT FOR TRAFFIC SIGNALS					
1290	802-09579	EACH	2.000	\$11,334.660	\$22,669.32
CANTILEVER SIGN SUPPORT FOUNDATION, DRILLED SHAFT 33 IN.					
4 items					Total: \$46,498.52

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

Engineer

Contractor

Owner

Title

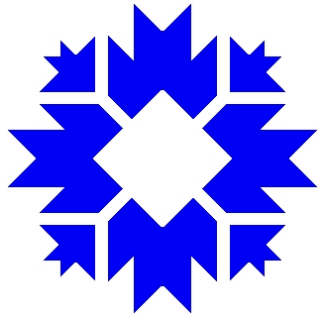
Title

Title

Date

Date

Date



City of Bloomington, Indiana

Change Order Details

17th and Dunn Signal Improvements

Description	Replacement of traffic signal and geometric improvements to intersection.
Prime Contractor	E & B Paving, INC 2520 W Industrial Park Dr Bloomington, IN 47404
Change Order	2
Status	Pending
Date Created	10/05/2021
Type	Scope Changes
Summary	Change Order for adding days to contract due to utility issues.
Change Order Description	Adding 14 days to contract completion date due to utility issues.
Awarded Project Amount	\$1,277,925.00
Authorized Project Amount	\$1,277,925.00
Change Order Amount	\$0.00
Revised Project Amount	\$1,277,925.00

New Time Limits

Type	Pending Deadline	Pending Cost per Day
Calendar Days	14.0 Calendar Days	\$0.00
(Primary) Adding 14 days to contract due to utility issues.		
1 time limit		

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

Engineer

Contractor

Owner

Title

Title

Title

Date

Date

Date



Board of Public Works Staff Report

Project/Event: HVAC Replacements & Improvements at John Waldron Arts Center

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 10/12/21

HVAC replacements and improvements were identified as part of the City's upgrades to the John Waldron Arts Center. This project will replace 5 natural gas furnaces, 5 air-cooled condensing units. It will also add 6 ionized air cleaning units and 4 energy recovery ventilators that will increase air exchange with outside air. A RFP was issued and advertised. Two contractors attended the mandatory pre-proposal meeting. HFI was the only firm to submit a proposal. Their proposal meets all requirements of the RFP.

Staff recommends awarding the contract to HFI for \$ 47,800.00.

Respectfully submitted,

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Harrell-Fish, Inc.

Contract Amount: \$47,800.00

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

PURCHASE INFORMATION

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

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

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

of Submittals: 1

Yes No

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

Yes No

Met city requirements?

☒ ☐

Met item or need requirements?

☒ ☐

Was an evaluation team used?

☐ ☒

Was scoring grid used?

☒ ☐

Were vendor presentations requested?

☐ ☒
☒ ☐

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

A RFP was issued and advertised. Two contractors attended the mandatory pre-proposal meeting. HFI was the only firm to submit a proposal. Their proposal meets all requirements of the RFP.

J. D. Boruff

Director of Facilities

Public Works

Print/Type Name

Print/Type Title

Department

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
HARRELL-FISH, INC.
FOR
HVAC REPLACEMENTS & IMPROVEMENTS AT THE JOHN WALDRON ARTS CENTER

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Harrell-Fish, Inc., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **HVAC Replacements & Improvements at the John Waldron Arts Center**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 90 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided. The CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed **Forty-Seven Thousand, Eight Hundred Dollars (\$ 47,800.00)**. 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 and for which Contractor requested Progressive Payments on its Quote Form, the Owner requires that retainage be held set out below.

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

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

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

complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) 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.

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

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

Breach of this covenant may be regarded as a material breach of the Agreement.

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

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

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 both a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

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

5.12.03 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR's Payment Bond.

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Harrell-Fish, Inc.
Attn: J. D. Boruff, Facilities Director	Attn: Aaron Wagoner, Account Manager
P.O. Box 100 Suite 120	P. O. Box 1998
Bloomington, Indiana 47402	Bloomington, Indiana 47402

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the

subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Harrell-Fish, Inc.

BY:

BY:

Dana Henke, President

Contractor Representative

Beth H. Hollingsworth, Member

Printed Name

Kyla Cox Deckard, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

HVAC Replacements & Improvements at the John Waldron Arts Center

This project shall include, but is not limited to:

Inclusions:

- Remove and replace all air-cooled condensing units. Five (5) in total.
- Remove and replace all natural gas furnaces. Five (5) in total.
- Furnish and install all necessary material to connect new equipment to the existing refrigeration line sets.
- Furnish and install all necessary material to connect new equipment to the existing ductwork.
- Add four (4) energy recovery ventilators to facility. Two (2) units will be installed in the 1st floor mechanical room, one (1) unit will be installed in the 2nd floor mechanical room, and one (1) larger unit will be installed outside of the theater room.
- Furnish and install bi-polar ionization products in each system. Six (6) in total. The iWave products are self-cleaning needlepoint bipolar ionization generators designed specifically for treating air in residential duct A/C systems. As the air flows past the iWave, positive and negative ions actively clean the supply air, reducing certain bacteria and viruses in the coil and the living space.
- Furnish and install all necessary flue and combustion air piping for new furnaces.
- Remove and replace electrical whips.
- Place systems on vacuum.
- Bring systems up to proper charge.
- Startup and verify operation.
- Perform air balance on system and submit report to owner. If system is lacking balance dampers, they will need to be added at an additional fee.
- Properly dispose of all waste.

Exclusions:

- Installation of air balance dampers, if found to be missing.
- Permits and permissions are not required, according to the building department.
- Steam humidification.
- Sales Tax.
- Overtime/Shift Work.

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

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

Method of Compliance (Specify) _____

Signature

Date: _____, 20____

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

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

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

“E-Verify AFFIDAVIT”

E-VERIFY AFFIDAVIT

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

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

Signature _____

Printed Name _____

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public's Signature

County of Residence: _____

Printed Name of Notary Public

Commission Number

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name

Commission Number



Board of Public Works Staff Report

Project/Event: Supplement #1 for BPD Repair of Flood Damage Building

Petitioner/Representative: Public Works Department, Facilities Division

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

Meeting Date: October 12, 2021

Repairs of flood damage have begun at the Bloomington Police Department Headquarters. Additional repair needs have been identified. The repairs eligible to file under the insurance claim are:

Tear out, rebuilt, and tile wooden floor in evidence area	\$13,710.00
Additional drywall repairs	\$ 821.00
Additional floor preparation prior to flooring installation	\$ 840.00
Additional flooring (VCT tile)	\$ 2,864.00
Replace missing & broken tiles (small room #2 in evidence area)	\$ 200.00

It was also decided by BPD staff to re-paint the entire downstairs, excluding doors and door jams, and stairwells while all offices were empty. These costs will be paid out of the BPD budget and will not be included on the insurance claim. These costs are:

Removal of existing items on walls (whiteboards, shelves, etc.)	\$1,080.00
Wall prep and painting	\$9,901.00

Respectfully submitted,

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

J. D. Boruff
Operations and Facilities Director

City of Bloomington Contract and Purchase Justification Form

Vendor: Ann-Kriss, LLC

Contract Amount: \$93,234 (original cost)

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

PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals:

Yes No

Met city requirements?

☐
☐

Met item or need requirements?

☐
☐

Was an evaluation team used?

☐
☐

Was scoring grid used?

☐
☐

Were vendor presentations requested?

☐
☐

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

☐
☐

Add'l repairs were identified at a cost of \$29,416
Adjusted cost: \$122,650

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

Ann-Kriss was the lowest quoter initially. Additional repairs need to be added to agreement. These repairs will add \$29,416 to original contract.

J. D. Boruff

Director of Facilities

Public Works

Print/Type Name

Print/Type Title

Department

**SUPPLEMENT #1 to Agreement for Repair of Flood Damage at BPD Headquarters
Between the City of Bloomington and Ann-Kriss, LLC**

This Supplement #1 adds additional repairs and compensation to the Agreement with Ann-Kriss, LLC, entered into on August 31, 2021, as follows:

1. On August 31, 2021, the Board of Public Works approved the Agreement with Ann-Kriss, LLC, for the repair of flood damage at BPD headquarters.
2. **Attachment 'A' "Scope of Work"** is supplemented to add the following additional repairs to this Agreement:

Tear out, rebuilt, and tile wooden floor in evidence area	\$ 13,710.00
Additional drywall repairs	\$ 821.00
Additional floor preparation prior to flooring installation	\$ 840.00
Additional flooring (VCT tile)	\$ 2,864.00
Replace missing & broken tiles (small room #2 in evidence area)	\$ 200.00
Removal of existing items on walls (whiteboards, shelves, etc.)	\$ 1,080.00
Wall prep and painting	\$ 901.00

3. **Article 3. Compensation** shall be supplemented to add \$29,416 to the compensation contained totaled in the original agreement. The Not To Exceed cost of all repairs to BPD Headquarters shall be \$122,650.00.
4. In all other respects, the Agreement shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

ANN-KRISS, LLC

By: _____
Dana Henke, President
Board of Public Works

By: _____
Dave Padgett, Owner

Date: _____

Date: _____

By: _____
Adam Wason, Director
Public Works Department

Date: _____

By: _____
Philippa M. Guthrie, Corporation Counsel

Date: _____

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

Ann-Kriss, LLC

FOR

REPAIR OF FLOOD DAMAGE AT BLOOMINGTON POLICE DEPARTMENT

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **repair of flood damage at Bloomington Police Department**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 60 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided. The CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Ninety-Three Thousand, Two Hundred Thirty-Four Dollars (\$93,234.00). 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 and for which Contractor requested Progressive Payments on its Quote Form, the Owner requires that retainage be held set out below.

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

4.02 Retainage Amount The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

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

complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

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

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

Breach of this covenant may be regarded as a material breach of the Agreement.

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

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

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 both a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

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

5.12.03 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR's Payment Bond.

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington Public Works Dept.	Ann-Kriss, LLC
Attn: J. D. Boruff, Director of Facilities	Attn: Dave Padgett
P.O. Box 100 Suite 110	736 S. Morton St.
Bloomington, Indiana 47402	Bloomington, Indiana 47403

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the

subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

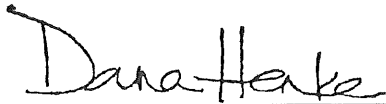
IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: 8.31.2021

City of Bloomington
Bloomington Board of Public Works

Ann-Kriss, LLC

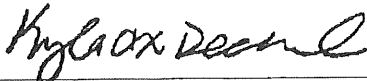
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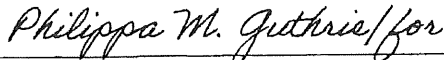
Dana Henke, President



Beth H. Hollingsworth, Vice President

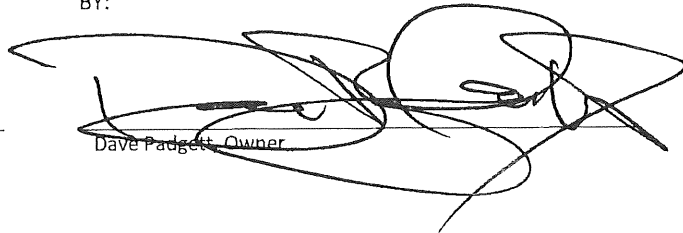


Kyla Cox Deckard, Secretary



John Hamilton, Mayor of Bloomington

BY:



Dave Padgett, Owner

ATTACHMENT 'A'

"SCOPE OF WORK"

REPAIR OF FLOOD DAMAGE AT BLOOMINGTON POLICE DEPARTMENT

This project shall include, but is not limited to:

PLEASE NOTE: All labor and materials supplied by Contractor.

Stairs

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Remove & replace rubberized floor surface	270 SQ FT	
Install 4 " cove base molding	64 LF	

LL133 - Corridor

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	122 LF	

LL109

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	121 LF	

LL110

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	29 LF	

LL111

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	37 LF	

LL112

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	62 LF	

LL113/114

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	62 LF	

LL115

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	282 SQ FT	
Glue down carpet (High grade)	331 SQ FT	
Install 4 " cove base molding	43 LF	

LL123 - Corridor

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	372 SQ FT	
Glue down carpet (High grade)	454 SQ FT	
Install 4 " cove base molding	173 LF	

LL108

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Replace electrical outlets & receptacles	2	
Install 5/8" drywall & Finish	11 LF	Up to 2' height on walls
Prep, prime, & paint - 2 coats		Entire room
Floor prep (Scrape black residue)	121 SQ FT	
Glue down carpet (High grade)	161 SQ FT	
Install 4 " cove base molding	44 LF	

LL107

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Replace electrical outlets & receptacles	2	
Install 5/8" drywall & Finish	23 LF	Up to 2' height on walls
Prep, prime, & paint - 2 coats		Entire room
Floor prep (Scrape black residue)	116 SQ FT	
Glue down carpet (High grade)	156 SQ FT	
Install 4 " cove base molding	45 LF	

LL106

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Replace electrical outlets & receptacles	2	

Install 5/8" drywall & Finish	23 LF	Up to 2' height on walls
Prep, prime, & paint - 2 coats		Entire room
Floor prep (Scrape black residue)	114 SQ FT	
Glue down carpet (High grade)	154 SQ FT	
Install 4 " cove base molding	44 LF	

LL105

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Replace electrical outlets & receptacles	2	
Install 5/8" drywall & Finish	23 LF	Up to 2' height on walls
Prep, prime, & paint - 2 coats		Entire room
Floor prep (Scrape black residue)	116 SQ FT	
Glue down carpet (High grade)	156 SQ FT	
Install 4 " cove base molding	45 LF	

LL104

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Replace electrical outlets & receptacles	2	
Install 5/8" drywall & Finish	23 LF	Up to 2' height on walls
Prep, prime, & paint		Entire room
Floor prep (Scrape black residue)	106 SQ FT	
Glue down carpet (High grade)	154 SQ FT	
Install 4 " cove base molding	43 LF	

LL103

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 5/8" drywall & Finish	12 LF	Up to 2' height on walls
Prep, prime, & paint - 2 coats		Entire room
Floor prep (Scrape black residue)	119 SQ FT	
Glue down carpet (High grade)	158 SQ FT	
Install 4 " cove base molding	44 LF	

LL102

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 5/8" drywall & Finish	21 LF	Up to 2' height on walls
Prep, prime, & paint - 2 coats		Entire room
Floor prep (Scrape black residue)	94 SQ FT	
Glue down carpet (High grade)	134 SQ FT	
Install 4 " cove base molding	41 LF	

LL101

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Replace electrical outlets & receptacles	2	
Install 5/8" drywall & Finish	20 LF	Up to 2' height on walls
Prep, prime, & paint - 2 coats		Entire room
Floor prep (Scrape black residue)	91 SQ FT	
Glue down carpet (High grade)	130 SQ FT	
Install 4 " cove base molding	40 LF	

Sprinkler Riser Room

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	14 LF	

LL117

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 5/8" drywall & Finish	11LF	Up to 2' height on walls
Prep, prime, & paint		Entire room
Floor prep (Scrape black residue)	123 SQ FT	
Glue down carpet (High grade)	134 SQ FT	
Install 4 " cove base molding	46 LF	

LL118

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 5/8" drywall & Finish	11LF	Up to 2' height on walls
Prep, prime, & paint - 2 coats		Entire room
Floor prep (Scrape black residue)	123 SQ FT	
Glue down carpet (High grade)	152 SQ FT	
Install 4 " cove base molding	43 LF	

LL119

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	164 SQ FT	
Glue down carpet (High grade)	212 SQ FT	
Install 4 " cove base molding	53 LF	

LL124 - Corridor

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	325 SQ FT	

Glue down carpet (High grade)	390 SQ FT
Install 4 " cove base molding	90 LF

LL120 - Women's Restroom

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	37 LF	

LL120 - Women's Restroom

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	35 LF	

LL121

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Replace electrical outlets & receptacles	5	
Install 5/8" drywall & Finish	15 LF	Up to 2' height on walls
Prep, prime, & paint - 2 coats		Entire room
Floor prep (Scrape black residue)	278 SQ FT	
Glue down carpet (High grade)	327 SQ FT	
Install 4 " cove base molding	67 LF	

LL125

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	195 SQ FT	
Glue down carpet (High grade)	243 SQ FT	
Install 4 " cove base molding	56 LF	

LL126

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	163 SQ FT	
Glue down carpet (High grade)	205 SQ FT	
Install 4 " cove base molding	52 LF	

LL127

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	120 SQ FT	
Glue down carpet (High grade)	160 SQ FT	
Install 4 " cove base molding	44 LF	

LL129, LL147

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	146 LF	

LL148 - Women's Locker Room

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Rubberized Floor Surface (glued sheets, Poured, or rolled)	427 SQ FT	
Install 4 " cove base molding	70 LF	
Prep, prime, & paint - 2 coats		Entire room
Install new lockers (12" wide x 60" high x 15" deep)	27	lockers provided by contractor

LL145 - Stairs, Stairs 3, Landing 1, Entry

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Rubberized Floor Surface (glued sheets, Poured, or rolled)	273 SQ FT	
Install 4 " cove base molding	70 LF	

LL146 - Holding

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	41 LF	

LL144

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	46 LF	

LL143

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	126 SQ FT	
Glue down carpet (High grade)	167 SQ FT	
Install 4 " cove base molding	46 LF	

LL142

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Cabinetry - laminate base units	7 LF	Provided by Contractor
Countertop - laminate	7 LF	Provided by Contractor
Sink - single unit	1	Provided by Contractor
Garbage disposal	1	Provided by Contractor

Plumbing for sink, including fittings and valves	1	Provided by Contractor
Install 4 " cove base molding	50 LF	

LL141

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	54 LF	

LL138 - Men's Locker Room

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Rubberized Floor Surface (glued sheets, Poured, or rolled)	1220 SQ FT	
Install 4 " cove base molding	39 LF	
Prep, prime, & paint - 2 coats		Entire room
Install new lockers (12" wide x 60" high x 15" deep)	85	lockers provided by contractor

LL139 - Men's Restroom

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	48 LF	

Storage

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	15 LF	

LL140

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	450 SQ FT	
Glue down carpet (High grade)	505 SQ FT	
Install 4 " cove base molding	90 LF	

LL132 - Corridor, Hall

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	108 LF	

LL130

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	49 LF	

LL131

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	52 LF	

Hold Cell 1

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	75 SQ FT	
Glue down carpet (High grade)	114 SQ FT	
Glue down carpet (Premium grade)	393 SQ FT	
Install 4 " cove base molding	35 LF	

Hold Cell 2

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Floor prep (Scrape black residue)	99 SQ FT	
Glue down carpet (High grade)	142 SQ FT	
Glue down carpet (Premium grade)	382 SQ FT	
Install 4 " cove base molding	42 LF	

Hold Office

<u>Item</u>	<u>Quantity</u>	<u>Action</u>
Install 4 " cove base molding	26 LF	

N/A

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
 COUNTY OF _____)

AFFIDAVIT

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

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

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

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

Method of Compliance (Specify) _____

Signature _____

Date: _____, 20____

Printed Name _____

N/A

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

My Commission #: _____

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

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Dave Pargett and acknowledged the execution of the foregoing this 7 day of September, 2021.

My Commission Expires:

June 2, 2029

County of Residence:

Lawrence

Commission Number

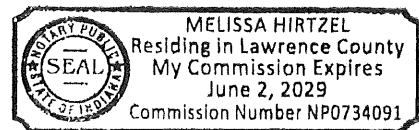
NP0734091

Notary Public's Signature

Printed Name of Notary Public

Melissa Hirtzel

Melissa Hirtzel



ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this 7 day of Sept., 2021.

Am-Kriss
(Name of Organization)

By: [Signature]
DAVID DADGETT Owner
(Name and Title of Person Signing)

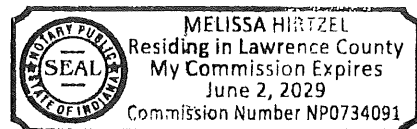
STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

Subscribed and sworn to before me this 7 day of September, 2021.

My Commission Expires: June 2, 2029 [Signature]
Notary Public Signature

Resident of Lawrence county
NP0734091
Commission Number

Melissa Hirtzel
Printed Name





Board of Public Works Claim Register

Invoice Date Range 09/29/21 - 10/15/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 43430 - Animal Adoption Fees										
Morgan Dewater	REFUND-DEWATER	01-refund adoption fee (Asher)-9/18/21	Paid by Check # 74586		10/05/2021	10/05/2021	10/15/2021		10/15/2021	75.00
Natasha Randall	REFUND-RANDALL	01-refund adoption fee/vet bill-feline-9/28/21	Paid by Check # 74593		10/05/2021	10/05/2021	10/15/2021		10/15/2021	75.00
Zane Smith	REFUND-SMITHZ	01-refund adoption fee-feline-9/29/21	Paid by Check # 74595		10/05/2021	10/05/2021	10/15/2021		10/15/2021	75.00
Account 43430 - Animal Adoption Fees Totals							Invoice Transactions 3			<hr/> \$225.00
Account 43442 - Equipment Deposits										
Linda Helms	REFUND-HELMSL	01-refund trap deposit-9/19/21	Paid by Check # 74588		10/05/2021	10/05/2021	10/15/2021		10/15/2021	40.00
Account 43442 - Equipment Deposits Totals							Invoice Transactions 1			<hr/> \$40.00
Account 43460 - Medical										
Natasha Randall	REFUND-RANDALL	01-refund adoption fee/vet bill-feline-9/28/21	Paid by Check # 74593		10/05/2021	10/05/2021	10/15/2021		10/15/2021	15.00
Account 43460 - Medical Totals							Invoice Transactions 1			<hr/> \$15.00
Account 52210 - Institutional Supplies										
4136 - C. Specialties, INC	7096	01-food trays	Paid by EFT # 43150		10/05/2021	10/05/2021	10/15/2021		10/15/2021	347.66
4045 - Datamars, INC	1035213	01-microchips (800)	Paid by EFT # 43167		10/05/2021	10/05/2021	10/15/2021		10/15/2021	4,370.23
313 - Fastenal Company	INBLM225343	01-dust pans-9/29/21	Paid by EFT # 43181		10/05/2021	10/05/2021	10/15/2021		10/15/2021	59.28
313 - Fastenal Company	INBLM225221	01-bleach, tissues, trash liners, towels, soap-9/24/21	Paid by EFT # 43181		10/05/2021	10/05/2021	10/15/2021		10/15/2021	483.59
4586 - Hill's Pet Nutrition Sales, INC	240020295	01-credit for broken bag--9/14/21	Paid by EFT # 43198		10/05/2021	10/05/2021	10/15/2021		10/15/2021	(13.86)
4586 - Hill's Pet Nutrition Sales, INC	240134131	01-canine/feline prescription food-9/24/21	Paid by EFT # 43198		10/05/2021	10/05/2021	10/15/2021		10/15/2021	47.52
4586 - Hill's Pet Nutrition Sales, INC	240134133	01-canine/feline/puppy/kitten-9/24/21	Paid by EFT # 43198		10/05/2021	10/05/2021	10/15/2021		10/15/2021	384.80
3929 - IDEXX Laboratories, INC	3092604589	01-F/F, Parvo and HTW tests	Paid by EFT # 43208		10/05/2021	10/05/2021	10/15/2021		10/15/2021	879.91
4574 - John Deere Financial (Rural King)	12897	01-litter-50 40lb bags pellet bedding-9/27/21	Paid by Check # 74568		10/05/2021	10/05/2021	10/15/2021		10/15/2021	249.50
4549 - Kroger Limited Partnership I	016016	01-rabbit food-celery, parsley-9/20/21	Paid by Check # 74569		10/05/2021	10/05/2021	10/15/2021		10/15/2021	6.56



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Fund 101 - General Fund (S0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 52210 - Institutional Supplies										
4549 - Kroger Limited Partnership I	005942	01-rabbit food-parsley, cilantro, lettuce, celery-9/27/21	Paid by Check # 74569		10/05/2021	10/05/2021	10/15/2021		10/15/2021	7.09
4633 - Midwest Veterinary Supply, INC	15198777-100	01-vinyl exam gloves (M)-9/9/21	Paid by EFT # 43250		10/05/2021	10/05/2021	10/15/2021		10/15/2021	42.65
4633 - Midwest Veterinary Supply, INC	14932971-150	01-vinyl exam gloves (XL)-9/28/21	Paid by EFT # 43250		10/05/2021	10/05/2021	10/15/2021		10/15/2021	44.11
4633 - Midwest Veterinary Supply, INC	15230092-050	01-vinyl exam gloves (L)-9/14/21	Paid by EFT # 43250		10/05/2021	10/05/2021	10/15/2021		10/15/2021	59.78
4633 - Midwest Veterinary Supply, INC	15198777-050	01-vinyl exam gloves (M)-9/9/21	Paid by EFT # 43250		10/05/2021	10/05/2021	10/15/2021		10/15/2021	76.77
4633 - Midwest Veterinary Supply, INC	15230092-150	01-vinyl exam gloves (L)-9/14/21	Paid by EFT # 43250		10/05/2021	10/05/2021	10/15/2021		10/15/2021	170.80
4633 - Midwest Veterinary Supply, INC	15230092-100	01-bottles, vinyl exam gloves, milk replacer, antifungal-9/14/21	Paid by EFT # 43250		10/05/2021	10/05/2021	10/15/2021		10/15/2021	219.06
4633 - Midwest Veterinary Supply, INC	15198777-200	01-vinyl exam gloves, syringes-9/9/21	Paid by EFT # 43250		10/05/2021	10/05/2021	10/15/2021		10/15/2021	394.73
4633 - Midwest Veterinary Supply, INC	15198777-150	01-anti-seizure meds, antibiotics, bottles, gloves, syringes-9/9/21	Paid by EFT # 43250		10/05/2021	10/05/2021	10/15/2021		10/15/2021	785.35
4137 - Patterson Veterinary Supply, INC	3015138339	01-anti-fungal, anti-parasitic meds-9/22/21	Paid by EFT # 43266		10/05/2021	10/05/2021	10/15/2021		10/15/2021	307.50
4666 - Zoetis, INC	9014173873	01-antibiotics-Cerenia	Paid by Check # 74582		10/05/2021	10/05/2021	10/15/2021		10/15/2021	128.93
4666 - Zoetis, INC	9014173815	01-antibiotics-Apoquel, Clavamox, Convenia	Paid by Check # 74582		10/05/2021	10/05/2021	10/15/2021		10/15/2021	814.56
Account 52210 - Institutional Supplies Totals								Invoice Transactions 22		\$9,866.52
Account 52430 - Uniforms and Tools										
54558 - The Uniform House, INC	156752-1	01-balistics vest-9/24/21	Paid by EFT # 43320		10/05/2021	10/05/2021	10/15/2021		10/15/2021	569.97
Account 52430 - Uniforms and Tools Totals								Invoice Transactions 1		\$569.97
Account 53130 - Medical										
3376 - Bloomington Pets Alive, INC	1938506	01-spay/neuter surgeries - 9/1-9/15/21	Paid by EFT # 43141		10/05/2021	10/05/2021	10/15/2021		10/15/2021	2,885.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	168114	01-diagnostics, s/n surgeries, other surgeries-9/27-9/28/21	Paid by EFT # 43289		10/05/2021	10/05/2021	10/15/2021		10/15/2021	1,574.96
Account 53130 - Medical Totals								Invoice Transactions 2		\$4,459.96



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Fund 101 - General Fund (S0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287289748780-921	06-cell phone chgs 8/12-9/11/21- #287289748780X0919 2021	Paid by Check # 74527		09/29/2021	09/29/2021	09/29/2021		09/29/2021	219.06
Account 53210 - Telephone Totals									Invoice Transactions 1	\$219.06
Account 53220 - Postage										
4487 - PMB East, INC (PakMail)	34142	01-BOH shipping- 9/28/21	Paid by Check # 74574		10/05/2021	10/05/2021	10/15/2021		10/15/2021	22.82
Account 53220 - Postage Totals									Invoice Transactions 1	\$22.82
Account 53310 - Printing										
8002 - Safeguard Business Systems, INC	034697652	01-cat labels for adoption packets (1,000)	Paid by EFT # 43284		10/05/2021	10/05/2021	10/15/2021		10/15/2021	238.09
Account 53310 - Printing Totals									Invoice Transactions 1	\$238.09
Account 53610 - Building Repairs										
32 - Cassidy Electrical Contractors, INC	25890	19-SA Tied 2 Smokes into F/A System @ ACC	Paid by EFT # 43154		10/05/2021	10/05/2021	10/15/2021		10/15/2021	255.00
4483 - City Lawn Corporation	19155	19-ACC-mowing- September 2021 (4 times)	Paid by EFT # 43162		10/05/2021	10/05/2021	10/15/2021		10/15/2021	480.00
321 - Harrell Fish, INC (HFI)	C009073	19-SA Quarterly PM Contract @ Animal Care Control; INV# C009073	Paid by EFT # 43194		10/05/2021	10/05/2021	10/15/2021		10/15/2021	3,123.16
1537 - Indiana Door & Hardware Specialties, INC	7032AA	19-SA Reconfigured Exit on Main Door @ ACC; inv#7032AA	Paid by Check # 74565		10/05/2021	10/05/2021	10/15/2021		10/15/2021	150.00
1537 - Indiana Door & Hardware Specialties, INC	5988AA	19-Service Agreement;New Exit Trim on door @ Animal	Paid by Check # 74565		10/05/2021	10/05/2021	10/15/2021		10/15/2021	195.00
Account 53610 - Building Repairs Totals									Invoice Transactions 5	\$4,203.16
Account 53990 - Other Services and Charges										
4045 - Datamars, INC	726173	01-microchip registrations (2)	Paid by EFT # 43167		10/05/2021	10/05/2021	10/15/2021		10/15/2021	19.98
4045 - Datamars, INC	726174	01-microchip registrations (4)	Paid by EFT # 43167		10/05/2021	10/05/2021	10/15/2021		10/15/2021	39.96
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	\$59.94
Program 010000 - Main Totals									Invoice Transactions 40	\$19,919.52



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 01 - Animal Shelter										
Program 010001 - Donations Over \$5K										
Account 53130 - Medical										
6529 - BloomingPaws, LLC	262579	01-HTW treatment-9/29/21	Paid by EFT # 43136		10/05/2021	10/05/2021	10/15/2021		10/15/2021	39.14
6529 - BloomingPaws, LLC	261909	01-HTW treatments-9/14/21	Paid by EFT # 43136		10/05/2021	10/05/2021	10/15/2021		10/15/2021	138.83
6529 - BloomingPaws, LLC	262037	01-spay/neuter surgeries-9/17/2021	Paid by EFT # 43136		10/05/2021	10/05/2021	10/15/2021		10/15/2021	1,032.74
54639 - Shake Veterinary Services, INC (Town & Country Vet	167870	01-office visit-wound care-9/23/21	Paid by EFT # 43289		10/05/2021	10/05/2021	10/15/2021		10/15/2021	21.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	167698	01-vet visit-wound care-9/21/21	Paid by EFT # 43289		10/05/2021	10/05/2021	10/15/2021		10/15/2021	21.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	167609	01-vet visit-bandage change-9/16 & 9/20/21	Paid by EFT # 43289		10/05/2021	10/05/2021	10/15/2021		10/15/2021	77.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	167942	01-antibiotic-9/27/21	Paid by EFT # 43289		10/05/2021	10/05/2021	10/15/2021		10/15/2021	86.40
Account 53130 - Medical Totals							Invoice Transactions 7		<hr/> \$1,416.11	
Program 010001 - Donations Over \$5K Totals							Invoice Transactions 7		<hr/> \$1,416.11	
Department 01 - Animal Shelter Totals							Invoice Transactions 47		<hr/> \$21,335.63	
Department 02 - Public Works										
Program 020000 - Main										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	APWA21200920	02- APWA PW Virtual Conference for Nate Nickel	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	399.00
3560 - First Financial Bank / Credit Cards	APWA21200913	02-APWA Best Practices Manuals for Accreditation Team	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	727.40
3560 - First Financial Bank / Credit Cards	APWA21200913 2	02-APWA Virtual Conference Registration for Christina Smith	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	399.00
Account 53160 - Instruction Totals							Invoice Transactions 3		<hr/> \$1,525.40	
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287289748780-921	06-cell phone chgs 8/12-9/11/21-#287289748780X0919 2021	Paid by Check # 74527		09/29/2021	09/29/2021	09/29/2021		09/29/2021	41.78



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 02 - Public Works										
Program 020000 - Main										
Account 53210 - Telephone										
1079 - AT&T	812R08178809-21	02-Radio circuits-phone charges 8/29-9/28/21	Paid by Check # 74533		10/04/2021	10/04/2021	10/04/2021		10/05/2021	181.19
Account 53210 - Telephone Totals									Invoice Transactions 2	\$222.97
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	EVCredit5-6 2151	02-EV Connect Credits 5/6	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	(21.51)
3560 - First Financial Bank / Credit Cards	EVCredit5/6 1745	02-EV Connect Credits 5/6	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	(17.45)
3560 - First Financial Bank / Credit Cards	EVCredit5/6 8.63	02-EV Connect Credits 5/6 for 8.63	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	(8.63)
3560 - First Financial Bank / Credit Cards	EVCredit5/6 9.38	02-EV Connect Credits 5/6 for 9.38	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	(9.38)
3560 - First Financial Bank / Credit Cards	EVCredit5/6 2046	02-EV Connect Credits 5/6 for 20.46	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	(20.46)
3560 - First Financial Bank / Credit Cards	EVCredit5/6 8.43	02-EV Connect Credits 5/6 for 8.43	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	(8.43)
3560 - First Financial Bank / Credit Cards	EVCredit5/6 9.68	02-EV Connect Credits 5/6 for 9.68	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	(9.68)
3560 - First Financial Bank / Credit Cards	EVCredit5/6 1669	02-EV Connect Credits 5/6 for 16.69	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	(16.69)
3560 - First Financial Bank / Credit Cards	EVCredit6/1418 61	02-EV Connect Credits 6/14 18.61	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	(18.61)
3560 - First Financial Bank / Credit Cards	EVCredit6/1412 91	02-EV Connect Credits 6/14 12.91	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	(12.91)
Account 53990 - Other Services and Charges Totals									Invoice Transactions 10	(\$143.75)
Program 020000 - Main Totals									Invoice Transactions 15	\$1,604.62
Department 02 - Public Works Totals									Invoice Transactions 15	\$1,604.62
Department 03 - City Clerk										
Program 030000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-921	06-cell phone chgs 8/12-9/11/21-Inv #287297421132X0919 2021	Paid by Check # 74528		09/29/2021	09/29/2021	09/29/2021		09/29/2021	123.30
Account 53210 - Telephone Totals									Invoice Transactions 1	\$123.30
Program 030000 - Main Totals									Invoice Transactions 1	\$123.30
Department 03 - City Clerk Totals									Invoice Transactions 1	\$123.30



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Fund 101 - General Fund (S0101)										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	re_3JO1OjF0o4 351	04-Refund for Cancelled Growing Sustainable Comm. Conference	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	(310.00)
Account 53160 - Instruction Totals Invoice Transactions 1										<u>(\$310.00)</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132- 921	06-cell phone chgs 8/12-9/11/21-Inv #287297421132X0919 2021	Paid by Check # 74528		09/29/2021	09/29/2021	09/29/2021		09/29/2021	41.10
Account 53210 - Telephone Totals Invoice Transactions 1										<u>\$41.10</u>
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	76861	04-Hotel for IEDC Training in Muncie - Kupersmith	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	786.00
7919 - Kaisa Goodman	091621	04-Travel Expenses for IEDC Training in Muncie - Goodman	Paid by EFT # 43187		10/05/2021	10/05/2021	10/15/2021		10/15/2021	168.00
7482 - Jane G Kupersmith	091621	04-Travel Expenses for IEDC Training in Muncie - Kupersmith	Paid by EFT # 43232		10/05/2021	10/05/2021	10/15/2021		10/15/2021	168.00
Account 53230 - Travel Totals Invoice Transactions 3										<u>\$1,122.00</u>
Account 53310 - Printing										
3892 - Midwest Color Printing, INC	INV-15262	04-Business Cards for Kaisa Goodman	Paid by EFT # 43249		10/05/2021	10/05/2021	10/15/2021		10/15/2021	77.85
3892 - Midwest Color Printing, INC	INV-15305b	04-Business Cards for Holly Warren	Paid by EFT # 43249		10/05/2021	10/05/2021	10/15/2021		10/15/2021	54.67
Account 53310 - Printing Totals Invoice Transactions 2										<u>\$132.52</u>
Account 53960 - Grants										
2002 - Boys & Girls Club Of Bloomington, INC	November 9, 2020	04-2021 Lemonade Day Sponsorship	Paid by EFT # 43144		10/05/2021	10/05/2021	10/15/2021		10/15/2021	5,000.00
5954 - The Greater Bloomington Chamber Of Commerce, INC	140088	04-Greater Bloomington Chamber of Commerce Sponsorship	Paid by EFT # 43318		10/05/2021	10/05/2021	10/15/2021		10/15/2021	1,000.00
Account 53960 - Grants Totals Invoice Transactions 2										<u>\$6,000.00</u>
Program 040000 - Main Totals Invoice Transactions 9										<u>\$6,985.62</u>



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Fund 101 - General Fund (S0101)										
Department 04 - Economic & Sustainable Dev										
Program 04RCVR - Recover Foward										
Account 53970 - Mayor's Promotion of Business										
3560 - First Financial Bank / Credit Cards	6075019766	04-Job Search Listing on LinkedIn - TDM round 2	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	293.05
Account 53970 - Mayor's Promotion of Business Totals							Invoice Transactions	1		\$293.05
Program 04RCVR - Recover Foward Totals							Invoice Transactions	1		\$293.05
Department 04 - Economic & Sustainable Dev Totals							Invoice Transactions	10		\$7,278.67
Department 05 - Common Council										
Program 050000 - Main										
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	151153870	05 - Annual Indiana Attorney Registration Fees	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	180.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions	1		\$180.00
Account 53960 - Grants										
1138 - BCT Management, INC	5404	05-City Council Programming Support-Q4 2021	Paid by EFT # 43129		10/05/2021	10/05/2021	10/15/2021		10/15/2021	13,750.00
Account 53960 - Grants Totals							Invoice Transactions	1		\$13,750.00
Program 050000 - Main Totals							Invoice Transactions	2		\$13,930.00
Department 05 - Common Council Totals							Invoice Transactions	2		\$13,930.00
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53990 - Other Services and Charges										
5648 - Reedy Financial Group, PC	7771	06-Financial Consulting	Paid by EFT # 43276		10/05/2021	10/05/2021	10/15/2021		10/15/2021	3,072.80
5648 - Reedy Financial Group, PC	7772	06-Annexation Consulting	Paid by EFT # 43276		10/05/2021	10/05/2021	10/15/2021		10/15/2021	15,030.50
5648 - Reedy Financial Group, PC	7773	06-TIF Financial Consulting	Paid by EFT # 43276		10/05/2021	10/05/2021	10/15/2021		10/15/2021	4,309.85
5648 - Reedy Financial Group, PC	7676	06-Financial Consulting	Paid by EFT # 43276		10/05/2021	10/05/2021	10/15/2021		10/15/2021	2,219.50
5648 - Reedy Financial Group, PC	7677	06-Annexation Consulting	Paid by EFT # 43276		10/05/2021	10/05/2021	10/15/2021		10/15/2021	19,283.90
5648 - Reedy Financial Group, PC	7678	06-TIF Financial Consulting	Paid by EFT # 43276		10/05/2021	10/05/2021	10/15/2021		10/15/2021	4,612.95
Account 53990 - Other Services and Charges Totals							Invoice Transactions	6		\$48,529.50
Program 060000 - Main Totals							Invoice Transactions	6		\$48,529.50
Department 06 - Controller's Office Totals							Invoice Transactions	6		\$48,529.50



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Fund 101 - General Fund (S0101)										
Department 07 - Engineering										
Program 070000 - Main										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	465867454668	07-Wireless headset w/adapter, all day battery (for Hamid)	Paid by EFT # 43311		10/05/2021	10/05/2021	10/15/2021		10/15/2021	136.01
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>\$136.01</u>
Account 52430 - Uniforms and Tools										
5819 - Synchrony Bank	464778634364	07-(2) hard hats and (1) measuring wheel (Mike Stewart ordered)	Paid by EFT # 43311		10/05/2021	10/05/2021	10/15/2021		10/15/2021	64.97
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 1	<u>\$64.97</u>
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	42938506147	07-IMSA Work Zone Temporary Traffic Control Tech. Certification	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	565.00
Account 53160 - Instruction Totals									Invoice Transactions 1	<u>\$565.00</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-921	06-cell phone chgs 8/12-9/11/21-Inv #287297421132X0919 2021	Paid by Check # 74528		09/29/2021	09/29/2021	09/29/2021		09/29/2021	348.45
Account 53210 - Telephone Totals									Invoice Transactions 1	<u>\$348.45</u>
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	496041	07-doxpop Monthly Fee for Public Records	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	15.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	<u>\$15.00</u>
Program 070000 - Main Totals									Invoice Transactions 5	<u>\$1,129.43</u>
Department 07 - Engineering Totals									Invoice Transactions 5	<u>\$1,129.43</u>
Department 09 - CFRD										
Program 090000 - Main										
Account 52110 - Office Supplies										
5819 - Synchrony Bank	758355476399	09-Avery 5305 labels-- CCA Gather Event	Paid by EFT # 43311		10/05/2021	10/05/2021	10/15/2021		10/15/2021	31.96
Account 52110 - Office Supplies Totals									Invoice Transactions 1	<u>\$31.96</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-921	06-cell phone chgs 8/12-9/11/21-Inv #287297421132X0919 2021	Paid by Check # 74528		09/29/2021	09/29/2021	09/29/2021		09/29/2021	41.10
Account 53210 - Telephone Totals									Invoice Transactions 1	<u>\$41.10</u>



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Fund 101 - General Fund (S0101)										
Department 09 - CFRD										
Program 090000 - Main										
Account 53310 - Printing										
3892 - Midwest Color Printing, INC	INV-15305	09-500 business cards- C. Culp	Paid by EFT # 43249		10/05/2021	10/05/2021	10/15/2021		10/15/2021	74.53
Account 53310 - Printing Totals										Invoice Transactions 1
										\$74.53
Account 53960 - Grants										
205 - City Of Bloomington	10021	09-CFRD sponsorship of CCA Gather 'Round the Table event	Paid by Check # 74553		10/05/2021	10/05/2021	10/15/2021		10/15/2021	350.00
Account 53960 - Grants Totals										Invoice Transactions 1
										\$350.00
Program 090000 - Main Totals										Invoice Transactions 4
										\$497.59
Department 09 - CFRD Totals										Invoice Transactions 4
										\$497.59
Department 10 - Legal										
Program 100000 - Main										
Account 52110 - Office Supplies										
3560 - First Financial Bank / Credit Cards	06-21450361	10 ffb AAN notary stamp 06-21450361	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	46.85
Account 52110 - Office Supplies Totals										Invoice Transactions 1
										\$46.85
Account 53120 - Special Legal Services										
19660 - Bose McKinney & Evans, LLP	804599	10-Legal/Consulting Serv-Federally Funded Proj-Aug 2021	Paid by EFT # 43143		10/05/2021	10/05/2021	10/15/2021		10/15/2021	3,000.00
3515 - Dentons Bingham Greenebaum LLP	4502696	10-Legal services-review draft IRU-8/30/21	Paid by EFT # 43168		10/05/2021	10/05/2021	10/15/2021		10/15/2021	183.00
608 - Krieg Devault, LLP	514820	10 legal services KD gov. affairs 514820	Paid by EFT # 43231		10/05/2021	10/05/2021	10/15/2021		10/15/2021	2,500.00
Account 53120 - Special Legal Services Totals										Invoice Transactions 3
										\$5,683.00
Account 53320 - Advertising										
6891 - Gatehouse Media Indiana Holdings	0004036301	10 gatehouse Robertson sheriff sale legal notice 0004036301	Paid by EFT # 43185		10/05/2021	10/05/2021	10/15/2021		10/15/2021	28.06
Account 53320 - Advertising Totals										Invoice Transactions 1
										\$28.06
Account 53990 - Other Services and Charges										
6712 - YourMembership.com, INC	R52751699	10 Corp. Counsel Job Posting r52751699	Paid by EFT # 43343		10/05/2021	10/05/2021	10/15/2021		10/15/2021	299.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
										\$299.00
Program 100000 - Main Totals										Invoice Transactions 6
										\$6,056.91
Department 10 - Legal Totals										Invoice Transactions 6
										\$6,056.91



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Fund 101 - General Fund (S0101)										
Department 11 - Mayor's Office										
Program 110000 - Main										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	765135	11-snacks for department head retreat	Paid by Check # 74569		10/05/2021	10/05/2021	10/15/2021		10/15/2021	23.31
3560 - First Financial Bank / Credit Cards	16984482	11-coffee for department head retreat	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	89.88
3560 - First Financial Bank / Credit Cards	2578	11-lunch for department head retreat day 1	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	199.71
3560 - First Financial Bank / Credit Cards	99	11-lunch for department head retreat day 2	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	377.49
7149 - Namify, LLC	10117020	11-nametag for Andrew Krebbs	Paid by EFT # 43255		10/05/2021	10/05/2021	10/15/2021		10/15/2021	16.85
5819 - Synchrony Bank	475735547737	11-yard stakes for 1000 Households Who Mulch	Paid by EFT # 43311		10/05/2021	10/05/2021	10/15/2021		10/15/2021	125.97
Account 52420 - Other Supplies Totals									Invoice Transactions 6	\$833.21
Account 53170 - Mgt. Fee, Consultants, and Workshops										
7850 - Deb Lang (Leader Lab Consulting)	1228	11-facilitation of department head retreat	Paid by EFT # 43233		10/05/2021	10/05/2021	10/15/2021		10/15/2021	2,000.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals									Invoice Transactions 1	\$2,000.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287287430216-921	06-cell phone chgs 8/12-9/11/21-Inv. #287287430216X0919 2021	Paid by Check # 74526		09/29/2021	09/29/2021	09/29/2021		09/29/2021	114.48
Account 53210 - Telephone Totals									Invoice Transactions 1	\$114.48
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	000038	11-location rental for department head retreat	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	695.00
Account 53230 - Travel Totals									Invoice Transactions 1	\$695.00
Account 53320 - Advertising										
3560 - First Financial Bank / Credit Cards	06692196-8311158	11-Facebook post boosts	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	68.76
203 - INDIANA UNIVERSITY	LC0970 083121	11-online IDS banner ads	Paid by Check # 74567		10/05/2021	10/05/2021	10/15/2021		10/15/2021	450.00
Account 53320 - Advertising Totals									Invoice Transactions 2	\$518.76



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Fund 101 - General Fund (S0101)										
Department 11 - Mayor's Office										
Program 110000 - Main										
Account 53910 - Dues and Subscriptions										
6829 - Mary C Carmichael	2242-2436	11-reimbursement for ELGL membership	Paid by EFT # 43151		10/05/2021	10/05/2021	10/15/2021		10/15/2021	51.50
6891 - Gatehouse Media Indiana Holdings	360519764 2021	11-renewal HT acct #360519764	Paid by EFT # 43185		10/05/2021	10/05/2021	10/15/2021		10/15/2021	249.60
53442 - Paragon Micro, INC	S4103536b	11-PowerBI subscription for Innovation	Paid by EFT # 43264		10/05/2021	10/05/2021	10/15/2021		10/15/2021	9.16
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 3	\$310.26
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	TC0687341632	11-transcription for mayor's video 8/30	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	5.00
3560 - First Financial Bank / Credit Cards	TC0676428902	11-transcription for mayor's video 9/2	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	5.00
3560 - First Financial Bank / Credit Cards	TC0701449172	11-transcription for mayor's video 9/13	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	5.00
3560 - First Financial Bank / Credit Cards	2092-9416	11-assistance with logo file	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	29.00
3560 - First Financial Bank / Credit Cards	TC0066273361	11-transcription for mayor's video 9/16	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	6.25
3560 - First Financial Bank / Credit Cards	TC0438886540	11-transcription for mayor's video 9/20	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	3.75
3560 - First Financial Bank / Credit Cards	7XVQC/4	11-CASTR streaming service	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	39.99
3560 - First Financial Bank / Credit Cards	9214973	11-Lucidchart monthly fee	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	9.95
53442 - Paragon Micro, INC	S3340614	11-Adobe Acrobat Pro license	Paid by EFT # 43264		10/05/2021	10/05/2021	10/15/2021		10/15/2021	404.99
Account 53990 - Other Services and Charges Totals									Invoice Transactions 9	\$508.93
Program 110000 - Main Totals									Invoice Transactions 23	\$4,980.64
Department 11 - Mayor's Office Totals									Invoice Transactions 23	\$4,980.64
Department 12 - Human Resources										
Program 120000 - Main										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	201276143001	12-yellow copy paper, address labels \$46.67	Paid by EFT # 43261		10/05/2021	10/05/2021	10/15/2021		10/15/2021	46.67
Account 52110 - Office Supplies Totals									Invoice Transactions 1	\$46.67



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Fund 101 - General Fund (S0101)										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-921	06-cell phone chgs 8/12-9/11/21-Inv #287297421132X0919 2021	Paid by Check # 74528		09/29/2021	09/29/2021	09/29/2021		09/29/2021	24.11
Account 53210 - Telephone Totals									Invoice Transactions 1	\$24.11
Account 53320 - Advertising										
3560 - First Financial Bank / Credit Cards	63260158962	12-Job Ad \$99.95	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	99.95
Account 53320 - Advertising Totals									Invoice Transactions 1	\$99.95
Account 53990 - Other Services and Charges										
6099 - Safe Hiring Solutions	279007	12-out of state background checks \$106.75	Paid by EFT # 43283		10/05/2021	10/05/2021	10/15/2021		10/15/2021	106.75
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$106.75
Program 120000 - Main Totals									Invoice Transactions 4	\$277.48
Department 12 - Human Resources Totals									Invoice Transactions 4	\$277.48
Department 13 - Planning										
Program 130000 - Main										
Account 43310 - Application Fee										
Michael Coradro	REFUND-CORADRO	13-refund PC filing fee- SP-27-21-335 W 8th-waiver of fee	Paid by Check # 74585		10/05/2021	10/05/2021	10/15/2021		10/15/2021	1,675.00
Account 43310 - Application Fee Totals									Invoice Transactions 1	\$1,675.00
Account 52110 - Office Supplies										
6530 - Office Depot, INC	2523035599	13-White labels (1 box)	Paid by EFT # 43261		10/05/2021	10/05/2021	10/15/2021		10/15/2021	19.25
Account 52110 - Office Supplies Totals									Invoice Transactions 1	\$19.25
Account 53160 - Instruction										
1103 - American Planning Association, Indiana Chapter	02371	13-APA-IN Fall Conf. Registration-10 P&T staff members	Paid by EFT # 43120		10/05/2021	10/05/2021	10/15/2021		10/15/2021	2,025.00
3560 - First Financial Bank / Credit Cards	3246593	13-APA Policy & Advocacy Conference (Jackie)	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	200.00
3560 - First Financial Bank / Credit Cards	4653917550098 009	13-IN Land Use Summit Event Registration - G. Holbrow	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	30.00
Account 53160 - Instruction Totals									Invoice Transactions 3	\$2,255.00



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Fund 101 - General Fund (S0101)										
Department 13 - Planning										
Program 130000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-921	06-cell phone chgs 8/12-9/11/21-Inv #287297421132X0919 2021	Paid by Check # 74528		09/29/2021	09/29/2021	09/29/2021		09/29/2021	411.00
Account 53210 - Telephone Totals									Invoice Transactions 1	<u>\$411.00</u>
Account 53310 - Printing										
3892 - Midwest Color Printing, INC	INV-15305A	13-250 A. Rosenberger Business Cards	Paid by EFT # 43249		10/05/2021	10/05/2021	10/15/2021		10/15/2021	54.67
Account 53310 - Printing Totals									Invoice Transactions 1	<u>\$54.67</u>
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	343858	13-APA+Chap. Dues renewal (K. Pazos)_10/1/21 thru 9/30/22	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	99.00
3560 - First Financial Bank / Credit Cards	348945	13-APA Membership/IN Chapter (Keegan Gulick)_10-1-21 to 9-30-22	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	99.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 2	<u>\$198.00</u>
Program 130000 - Main Totals									Invoice Transactions 9	<u>\$4,612.92</u>
Department 13 - Planning Totals									Invoice Transactions 9	<u>\$4,612.92</u>
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	486075	19-1 bottle of Gorilla Construction Adhesive for City Hall	Paid by EFT # 43133		10/05/2021	10/05/2021	10/15/2021		10/15/2021	13.98
394 - Kleindorfer Hardware & Variety	687354	19-Marking paint for City Hall	Paid by EFT # 43228		10/05/2021	10/05/2021	10/15/2021		10/15/2021	4.50
394 - Kleindorfer Hardware & Variety	719117	19- Sloan Repair Valve & Flushometer repair Kit for City Hall	Paid by EFT # 43228		10/05/2021	10/05/2021	10/15/2021		10/15/2021	34.57
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 3	<u>\$53.05</u>
Account 52420 - Other Supplies										
6530 - Office Depot, INC	2522541597	19- Office Depot USB Flash Drives	Paid by EFT # 43261		10/05/2021	10/05/2021	10/15/2021		10/15/2021	25.98
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>\$25.98</u>



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Fund 101 - General Fund (S0101)										
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 52430 - Uniforms and Tools										
19171 - Aramark Uniform & Career Apparel Group, INC	1825027824	19- Uniform Pants for Facility Employees, Inv#1825027824	Paid by EFT # 43123		10/05/2021	10/05/2021	10/15/2021		10/15/2021	35.43
19171 - Aramark Uniform & Career Apparel Group, INC	1825011540	19- Uniform Pants for Facility Employees, Inv# 1825011540	Paid by EFT # 43123		10/05/2021	10/05/2021	10/15/2021		10/15/2021	35.43
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 2	\$70.86
Account 53140 - Exterminator Services										
51538 - Economy Termite & Pest Control, INC	41332	19- Monthly Pest Control in Counsel Office for May 2021	Paid by EFT # 43174		10/05/2021	10/05/2021	10/15/2021		10/15/2021	75.00
51538 - Economy Termite & Pest Control, INC	42770	19- Monthly Pest Control in Counsel Office for July 2021	Paid by EFT # 43174		10/05/2021	10/05/2021	10/15/2021		10/15/2021	75.00
Account 53140 - Exterminator Services Totals									Invoice Transactions 2	\$150.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287289748780-921	06-cell phone chgs 8/12-9/11/21- #287289748780X0919 2021	Paid by Check # 74527		09/29/2021	09/29/2021	09/29/2021		09/29/2021	167.12
Account 53210 - Telephone Totals									Invoice Transactions 1	\$167.12
Account 53610 - Building Repairs										
21555 - Bloomington Seal Coating & Paving, INC	2080	19-Seal Coating & Paving of City Owned Lot Leased by CFC	Paid by Check # 74552		10/05/2021	10/05/2021	10/15/2021		10/15/2021	4,600.00
4483 - City Lawn Corporation	19157	19-2541 W. 3rd St-mowing September (4 times)	Paid by EFT # 43162		10/05/2021	10/05/2021	10/15/2021		10/15/2021	200.00
4483 - City Lawn Corporation	19148	19-Mowing @ City Hall 9/2,9,16,23,30	Paid by EFT # 43162		10/05/2021	10/05/2021	10/15/2021		10/15/2021	75.00
4483 - City Lawn Corporation	19150	19-SA Mowing 2nd/Weimer 9/29	Paid by EFT # 43162		10/05/2021	10/05/2021	10/15/2021		10/15/2021	35.00
4483 - City Lawn Corporation	19153	19-1910 W. 3rd-mowing September 2021 (3 times)	Paid by EFT # 43162		10/05/2021	10/05/2021	10/15/2021		10/15/2021	120.00
4483 - City Lawn Corporation	19151	19-SA Mowing Tapp/Rockport 9/30	Paid by EFT # 43162		10/05/2021	10/05/2021	10/15/2021		10/15/2021	35.00
321 - Harrell Fish, INC (HFI)	W69965	19-SA After Hours Check of Water Heaters @ City Hall	Paid by EFT # 43194		10/05/2021	10/05/2021	10/15/2021		10/15/2021	927.30
1537 - Indiana Door & Hardware Specialties, INC	6154AA	19-SA Labor work on Lock at HR Dept	Paid by Check # 74565		10/05/2021	10/05/2021	10/15/2021		10/15/2021	135.00



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Fund 101 - General Fund (S0101)										
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	5485152	19-September 2021 Fire Extinguisher Inspection @ City Hall	Paid by EFT # 43230		10/05/2021	10/05/2021	10/15/2021		10/15/2021	209.75
6688 - SSW Enterprises, LLC (Office Pride)	Inv-44251	19-Cleaning Services of Street & Traffic Dept for Sept 2021	Paid by EFT # 43300		10/05/2021	10/05/2021	10/15/2021		10/15/2021	1,598.31
6688 - SSW Enterprises, LLC (Office Pride)	Inv-44252	19- Cleaning Services Animal Care & control for September 2021	Paid by EFT # 43300		10/05/2021	10/05/2021	10/15/2021		10/15/2021	1,498.28
6688 - SSW Enterprises, LLC (Office Pride)	Inv-44248	19-Sept 2021 Cleaning Services for City Hall	Paid by EFT # 43300		10/05/2021	10/05/2021	10/15/2021		10/15/2021	13,113.66
6688 - SSW Enterprises, LLC (Office Pride)	Inv-44249	19-Sept 2021 Cleaning Services for Fleet	Paid by EFT # 43300		10/05/2021	10/05/2021	10/15/2021		10/15/2021	1,041.60
6688 - SSW Enterprises, LLC (Office Pride)	Inv-44250	19 - Sept 2021 Cleaning Services for Sanitation	Paid by EFT # 43300		10/05/2021	10/05/2021	10/15/2021		10/15/2021	805.29
Account 53610 - Building Repairs Totals							Invoice Transactions	14		\$24,394.19
Program 190000 - Main Totals							Invoice Transactions	23		\$24,861.20
Department 19 - Facilities Maintenance Totals							Invoice Transactions	23		\$24,861.20
Department 28 - ITS										
Program 280000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287289748780-921	06-cell phone chgs 8/12-9/11/21-#287289748780X0919 2021	Paid by Check # 74527		09/29/2021	09/29/2021	09/29/2021		09/29/2021	577.00
13969 - AT&T Mobility II, LLC	287297421132-921	06-cell phone chgs 8/12-9/11/21-Inv #287297421132X0919 2021	Paid by Check # 74528		09/29/2021	09/29/2021	09/29/2021		09/29/2021	448.58
Account 53210 - Telephone Totals							Invoice Transactions	2		\$1,025.58
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	BLUESKY-9.4.21	28 - Bluesky Zoom timer monthly subscription September 2021	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	89.95
3560 - First Financial Bank / Credit Cards	ivcQOoizhSskBdAh	28 - Sept 2021-Feb 2022 3 added collaborators	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	210.83



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Fund 101 - General Fund (S0101)										
Department 28 - ITS										
Program 280000 - Main										
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	3890123916307235	28 - Google domain fee helpingbloomingtonmo nroe.org	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	12.00
3560 - First Financial Bank / Credit Cards	INV108472478	28-Zoom 500 participants, 500 GB record, webinar 9/20-10/19/21	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	430.00
3560 - First Financial Bank / Credit Cards	Google-9.23.21	28 - Google APIs September 1-29, 2021	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	79.91
3560 - First Financial Bank / Credit Cards	CC72C925-0012	28 - Submittable monthly 9/27-10/27/21	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	119.00
3560 - First Financial Bank / Credit Cards	67496356	28 - Zoho Site 24x7 monthly subscription 9/27-10/26/21	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	39.00
53442 - Paragon Micro, INC	S3340433	28 - Adobe Acrobat Pro for Matt Smethurst - ENG	Paid by EFT # 43264		10/05/2021	10/05/2021	10/15/2021		10/15/2021	404.99
7344 - Periodic INC	1271	28 - September 2021 Resources and Bookables overage - 250	Paid by EFT # 43268		10/05/2021	10/05/2021	10/15/2021		10/15/2021	117.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 9	\$1,502.68
Account 54420 - Purchase of Equipment										
53442 - Paragon Micro, INC	S3330169	28-Dell Latitude laptop - 9/17/21	Paid by EFT # 43264		10/05/2021	10/05/2021	10/15/2021		10/15/2021	2,767.97
53442 - Paragon Micro, INC	S3328564	28 - Dell Mobile Precision laptop and dock for Cliff Ingham	Paid by EFT # 43264		10/05/2021	10/05/2021	10/15/2021		10/15/2021	2,447.98
53442 - Paragon Micro, INC	S3330155	28 - Dell Mobile Precision laptop and dock for Keegan Gulick	Paid by EFT # 43264		10/05/2021	10/05/2021	10/15/2021		10/15/2021	2,678.98
53442 - Paragon Micro, INC	S3330164	28 - Dell Mobile Precision laptop, dock, KB/mouse-Karina Pazos	Paid by EFT # 43264		10/05/2021	10/05/2021	10/15/2021		10/15/2021	2,767.97
53442 - Paragon Micro, INC	S3330165	28 - Dell Mobile Precision laptop and dock for Matt Smethurst	Paid by EFT # 43264		10/05/2021	10/05/2021	10/15/2021		10/15/2021	2,767.97
5819 - Synchrony Bank	548987784784	28 - Clear phone case iPhone 12 - Cass DeHart	Paid by EFT # 43311		10/05/2021	10/05/2021	10/15/2021		10/15/2021	7.99



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Fund 101 - General Fund (S0101)										
Department 28 - ITS										
Program 280000 - Main										
Account 54420 - Purchase of Equipment										
5819 - Synchrony Bank	984486858684	28 - iPhone charging brick - Cass DeHart	Paid by EFT # 43311		10/05/2021	10/05/2021	10/15/2021		10/15/2021	9.99
5819 - Synchrony Bank	466939733563	28 - Electric screwdriver & telephone test kit	Paid by EFT # 43311		10/05/2021	10/05/2021	10/15/2021		10/15/2021	163.02
Account 54420 - Purchase of Equipment Totals							Invoice Transactions	8		\$13,611.87
Program 280000 - Main Totals							Invoice Transactions	19		\$16,140.13
Department 28 - ITS Totals							Invoice Transactions	19		\$16,140.13
Fund 101 - General Fund (S0101) Totals							Invoice Transactions	174		\$151,358.02
Fund 103 - Restricted Donations(ord 05-17)										
Department 06 - Controller's Office										
Program 401301 - Planning EC Eco Hero										
Account 52420 - Other Supplies										
5757 - Nite Owl Promotions, INC	10011	13-Eco Heroes Contest_30 tote bags w/city logo (INV #10011)	Paid by EFT # 43259		10/05/2021	10/05/2021	10/15/2021		10/15/2021	757.50
50796 - Margaret A Taylor (Book Corner)	91721	13-Books (prizes) for Eco Heroes Contest	Paid by EFT # 43315		10/05/2021	10/05/2021	10/15/2021		10/15/2021	179.63
Account 52420 - Other Supplies Totals							Invoice Transactions	2		\$937.13
Program 401301 - Planning EC Eco Hero Totals							Invoice Transactions	2		\$937.13
Department 06 - Controller's Office Totals							Invoice Transactions	2		\$937.13
Fund 103 - Restricted Donations(ord 05-17) Totals							Invoice Transactions	2		\$937.13
Fund 249 - Grants Non Approp										
Department 06 - Controller's Office										
Program G19014 - IU Health Range Rd Reconst										
Account 54510 - Other Capital Outlays										
5637 - Shrewsberry & Associates, LLC	2133489	07-Discovery Parkway (BC-2021-24-CE)-serv thru 8/28/21	Paid by EFT # 43293		10/05/2021	10/05/2021	10/15/2021		10/15/2021	19,240.20
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$19,240.20
Program G19014 - IU Health Range Rd Reconst Totals							Invoice Transactions	1		\$19,240.20
Department 06 - Controller's Office Totals							Invoice Transactions	1		\$19,240.20
Fund 249 - Grants Non Approp Totals							Invoice Transactions	1		\$19,240.20
Fund 270 - CC Jack Hopkins NR17-42 (S0011)										
Department 05 - Common Council										
Program 050000 - Main										
Account 53960 - Grants										
19922 - Center For Sustainable Living, INC	JH21-9.14.21	15-JH2021-bike parts, trailer, power tools	Paid by EFT # 43155		10/05/2021	10/05/2021	10/15/2021		10/15/2021	3,556.85



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Fund 270 - CC Jack Hopkins NR17-42 (S0011)										
Department 05 - Common Council										
Program 050000 - Main										
Account 53960 - Grants										
18311 - New Leaf/New Life, INC	JH21-9.27.21	15-JH21-staff and supply expenses-8/30-9/26/21	Paid by EFT # 43257		10/05/2021	10/05/2021	10/15/2021		10/15/2021	3,021.40
7887 - Pro Bono Indiana INC (District 10 Pro Bono Project	JH21-JULY 2021	15-JH21-expenses - July 2021-legal services	Paid by EFT # 43274		10/05/2021	10/05/2021	10/15/2021		10/15/2021	1,012.74
Account 53960 - Grants Totals							Invoice Transactions 3			\$7,590.99
Program 050000 - Main Totals							Invoice Transactions 3			\$7,590.99
Program 05RCVR - Recover Forward										
Account 53960 - Grants										
15 - Big Brothers Big Sisters Of Monroe County INC	JH21-9.22.21	15-JH2021-rent June-Sept 2021, Employee salaries	Paid by EFT # 43132		10/05/2021	10/05/2021	10/15/2021		10/15/2021	20,000.00
7014 - Society of St. Vincent De Paul, Archdiocesan	JH21-Inv 5	15-JH21 Grant-utilities assistance to 13 recipients-Inv #5	Paid by EFT # 43297		10/05/2021	10/05/2021	10/15/2021		10/15/2021	3,724.00
7014 - Society of St. Vincent De Paul, Archdiocesan	JH21-Inv 6	15-JH21 Grant-utilities assistance to 11 recipients-Inv #6	Paid by EFT # 43297		10/05/2021	10/05/2021	10/15/2021		10/15/2021	2,972.50
Account 53960 - Grants Totals							Invoice Transactions 3			\$26,696.50
Program 05RCVR - Recover Forward Totals							Invoice Transactions 3			\$26,696.50
Department 05 - Common Council Totals							Invoice Transactions 6			\$34,287.49
Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals							Invoice Transactions 6			\$34,287.49
Fund 312 - Community Services										
Department 09 - CFRD										
Program 090002 - Com Serv - MLK Comm										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	21112	09-Southside Rental--tablecloths for BH Mobile Museum Event	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	94.00
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$94.00
Program 090002 - Com Serv - MLK Comm Totals							Invoice Transactions 1			\$94.00
Program 090004 - Com Serv- Accessibility										
Account 53990 - Other Services and Charges										
4123 - Central Indiana Interpreting Service	09721-CC	09-ASL Interpreting for CCA Gather Event	Paid by EFT # 43156		10/05/2021	10/05/2021	10/15/2021		10/15/2021	575.64
7904 - Rosemarie Garland Thomson	September 27, 20	09-CCA Gather 'round the Table Event - Speaker fee	Paid by EFT # 43323		10/05/2021	10/05/2021	10/15/2021		10/15/2021	500.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2			\$1,075.64
Program 090004 - Com Serv- Accessibility Totals							Invoice Transactions 2			\$1,075.64



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Fund 312 - Community Services										
Department 09 - CFRD										
Program 090014 - Latino Programs										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	86027	09-Menards--item for activity event at Fiesta del Ontono	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	19.25
4549 - Kroger Limited Partnership I	125839	09-Fiesta del Ontono - volunteer snacks- 9/18/21	Paid by Check # 74569		10/05/2021	10/05/2021	10/15/2021		10/15/2021	44.23
5819 - Synchrony Bank	497533764663	09-Refund on maracas for Fiesta del Ontono- Inv #978638798573	Paid by EFT # 43311		10/05/2021	10/05/2021	10/15/2021		10/15/2021	(142.92)
5819 - Synchrony Bank	978638798573	09-Amazon--maracas for Fiesta del Ontono	Paid by EFT # 43311		10/05/2021	10/05/2021	10/15/2021		10/15/2021	142.92
Account 52420 - Other Supplies Totals							Invoice Transactions 4			<u>\$63.48</u>
Program 090014 - Latino Programs Totals							Invoice Transactions 4			<u>\$63.48</u>
Program 090016 - Com Serv - Safe & Civil										
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	1DEEBBC5-0007	09-Jotform--bronze monthly subscription	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	19.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			<u>\$19.00</u>
Program 090016 - Com Serv - Safe & Civil Totals							Invoice Transactions 1			<u>\$19.00</u>
Program 090020 - Commission on Aging										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	091608	09-CoA--candy for 55+ Expo giveaway-9/22/21	Paid by Check # 74569		10/05/2021	10/05/2021	10/15/2021		10/15/2021	39.77
Account 52420 - Other Supplies Totals							Invoice Transactions 1			<u>\$39.77</u>
Program 090020 - Commission on Aging Totals							Invoice Transactions 1			<u>\$39.77</u>
Program G20012 - 2020 Humanities										
Account 53990 - Other Services and Charges										
7904 - Rosemarie Garland Thomson	September 27, 20	09-CCA Gather 'round the Table Event - Speaker fee	Paid by EFT # 43323		10/05/2021	10/05/2021	10/15/2021		10/15/2021	1,500.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			<u>\$1,500.00</u>
Program G20012 - 2020 Humanities Totals							Invoice Transactions 1			<u>\$1,500.00</u>
Program G21010 - 2021 Pedestrian Accessibility										
Account 53990 - Other Services and Charges										
700 - Stone Belt ARC, INC	IN27036	09-Follow-up pedestrian event to the main one in June-9/21	Paid by EFT # 43307		10/05/2021	10/05/2021	10/15/2021		10/15/2021	704.81
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			<u>\$704.81</u>
Program G21010 - 2021 Pedestrian Accessibility Totals							Invoice Transactions 1			<u>\$704.81</u>
Department 09 - CFRD Totals							Invoice Transactions 11			<u>\$3,496.70</u>



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Fund 312 - Community Services Totals								Invoice Transactions 11		\$3,496.70
Fund 401 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 254000 - Infrastructure										
Account 53750 - Rentals - Other										
12283 - Smithville Communications	401NMRTN-100121	28-401 N Morton-Internet serv/telecom hotel-Oct 2021-inc temp FD	Paid by Check # 74531		09/29/2021	09/29/2021	09/29/2021		09/29/2021	1,614.27
				Account 53750 - Rentals - Other Totals				Invoice Transactions 1		\$1,614.27
Account 54450 - Equipment										
53442 - Paragon Micro, INC	S3330162	25-CapR - 61 laptops, 32 cases, 32 docks (1)-9/17/21	Paid by EFT # 43264		10/05/2021	10/05/2021	10/15/2021		10/15/2021	1,938.98
5819 - Synchrony Bank	75755677443	28 - Netgear 8-port ethernet switch for ITS	Paid by EFT # 43311		10/05/2021	10/05/2021	10/15/2021		10/15/2021	17.99
				Account 54450 - Equipment Totals				Invoice Transactions 2		\$1,956.97
				Program 254000 - Infrastructure Totals				Invoice Transactions 3		\$3,571.24
Program 256000 - Services										
Account 53150 - Communications Contract										
4170 - Comcast Cable Communications, INC	3550NKNSR-092321	28-3550 N Kinser Pike-business services 9/27-10/26/21	Paid by Check # 74529		09/29/2021	09/29/2021	09/29/2021		09/29/2021	108.35
12283 - Smithville Communications	401NMRTN-100121	28-401 N Morton-Internet serv/telecom hotel-Oct 2021-inc temp FD	Paid by Check # 74531		09/29/2021	09/29/2021	09/29/2021		09/29/2021	1,375.00
203 - INDIANA UNIVERSITY	89485529	25-Dark Fiber-special circuits-September 2021	Paid by Check # 74566		10/05/2021	10/05/2021	10/15/2021		10/15/2021	65.00
				Account 53150 - Communications Contract Totals				Invoice Transactions 3		\$1,548.35
				Program 256000 - Services Totals				Invoice Transactions 3		\$1,548.35
				Department 25 - Telecommunications Totals				Invoice Transactions 6		\$5,119.59
				Fund 401 - Non-Reverting Telecom (S1146) Totals				Invoice Transactions 6		\$5,119.59
Fund 450 - Local Road and Street(S0706)										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	19003981013-0921	02-W. 12th/Lindbergh-equip/elec chgs 8/20-9/21/21	Paid by Check # 74535		10/04/2021	10/04/2021	10/04/2021		10/05/2021	1,038.31
223 - Duke Energy	29003981019-0921	02-Illinois St/Illinois Ct-equip/elec chgs 8/20-9/21/21	Paid by Check # 74536		10/04/2021	10/04/2021	10/04/2021		10/05/2021	1,007.70



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Fund 450 - Local Road and Street(S0706)										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	98003981010-0921	02-W 11th (Fairview & Fountain)-elec chgs 8/20-9/21/21	Paid by Check # 74537		10/04/2021	10/04/2021	10/04/2021		10/05/2021	41.88
Account 53520 - Street Lights / Traffic Signals Totals							Invoice Transactions 3		<hr/> \$2,087.89	
Program 200000 - Main Totals							Invoice Transactions 3		<hr/> \$2,087.89	
Department 20 - Street Totals							Invoice Transactions 3		<hr/> \$2,087.89	
Fund 450 - Local Road and Street(S0706) Totals							Invoice Transactions 3		<hr/> \$2,087.89	
Fund 451 - Motor Vehicle Highway(S0708)										
Department 20 - Street										
Program 200000 - Main										
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	487485	20-Tack supplies-hot patch-brush, 5 gallon buckets-9/28/21	Paid by EFT # 43133		10/05/2021	10/05/2021	10/15/2021		10/15/2021	23.46
Account 52420 - Other Supplies Totals							Invoice Transactions 1		<hr/> \$23.46	
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287289748780-921	06-cell phone chgs 8/12-9/11/21-#287289748780X0919 2021	Paid by Check # 74527		09/29/2021	09/29/2021	09/29/2021		09/29/2021	178.98
13969 - AT&T Mobility II, LLC	287297421132-921	06-cell phone chgs 8/12-9/11/21-Inv #287297421132X0919 2021	Paid by Check # 74528		09/29/2021	09/29/2021	09/29/2021		09/29/2021	42.50
Account 53210 - Telephone Totals							Invoice Transactions 2		<hr/> \$221.48	
Account 53320 - Advertising										
6891 - Gatehouse Media Indiana Holdings	0004036511	20-Advertising for Lower Cascades Project-8/1-8/8/21	Paid by EFT # 43185		10/05/2021	10/05/2021	10/15/2021		10/15/2021	155.40
Account 53320 - Advertising Totals							Invoice Transactions 1		<hr/> \$155.40	
Account 53610 - Building Repairs										
7918 - R & L Restoration LLC (Servpro)	2515	20-Services for Water damage at Traffic Building	Paid by EFT # 43091		10/04/2021	10/04/2021	10/04/2021		10/05/2021	12,116.20
Account 53610 - Building Repairs Totals							Invoice Transactions 1		<hr/> \$12,116.20	



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Fund 451 - Motor Vehicle Highway(S0708)										
Department 20 - Street										
Program 200000 - Main										
Account 53950 - Landfill										
52226 - Hoosier Transfer Station-3140	3140-000019617	20-Sweeper dump disposal fee-9/3/21	Paid by EFT # 43202		10/05/2021	10/05/2021	10/15/2021		10/15/2021	1,603.75
Account 53950 - Landfill Totals										Invoice Transactions 1
										<u>\$1,603.75</u>
Account 53990 - Other Services and Charges										
231 - IU Health OCC Health Services	00121993-00	20-D. James-DS DOT 5 Panel E Screen-8/30/21	Paid by EFT # 43221		10/05/2021	10/05/2021	10/15/2021		10/15/2021	47.00
231 - IU Health OCC Health Services	00121777-00	20-P. Capps-DS Breath Alcohol Test-DOT-8/23/21	Paid by EFT # 43221		10/05/2021	10/05/2021	10/15/2021		10/15/2021	47.00
231 - IU Health OCC Health Services	00121994-00	20-A. Johnson-DS DOT 5 Panel E Screen-8/30/21	Paid by EFT # 43221		10/05/2021	10/05/2021	10/15/2021		10/15/2021	47.00
231 - IU Health OCC Health Services	00121779-00	20-A. Osteen-DS DOT 5 Panel E Screen-8/25/21	Paid by EFT # 43221		10/05/2021	10/05/2021	10/15/2021		10/15/2021	47.00
6152 - K&S Rolloff, INC	55208	20-Rolloff Service Fee for sweeper dump containers-9/3/21	Paid by EFT # 43225		10/05/2021	10/05/2021	10/15/2021		10/15/2021	400.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	9424	20-pump saltwater collection tanks-9/13/21	Paid by EFT # 43324		10/05/2021	10/05/2021	10/15/2021		10/15/2021	170.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 6
										<u>\$758.00</u>
Program 200000 - Main Totals										Invoice Transactions 12
										<u>\$14,878.29</u>
Department 20 - Street Totals										Invoice Transactions 12
										<u>\$14,878.29</u>
Fund 451 - Motor Vehicle Highway(S0708) Totals										Invoice Transactions 12
										<u>\$14,878.29</u>
Fund 452 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287289748780-921	06-cell phone chgs 8/12-9/11/21-#287289748780X0919 2021	Paid by Check # 74527		09/29/2021	09/29/2021	09/29/2021		09/29/2021	13.93



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Fund 452 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287297421132-921	06-cell phone chgs 8/12-9/11/21-Inv #287297421132X0919 2021	Paid by Check # 74528		09/29/2021	09/29/2021	09/29/2021		09/29/2021	123.30
Account 53210 - Telephone Totals Invoice Transactions 2										<u>\$137.23</u>
Account 53510 - Electrical Services										
223 - Duke Energy	10303982014-0921	26-Trades Garage-489 W. 10th-elec chgs 8/20 -9/21/21	Paid by Check # 74539		10/04/2021	10/04/2021	10/04/2021		10/05/2021	1,157.09
223 - Duke Energy	96603986013-0921	26-4th St Garage-105 W 4th-elec. chgs 8/26-9/27/21	Paid by Check # 74556		10/05/2021	10/05/2021	10/15/2021		10/15/2021	1,071.96
Account 53510 - Electrical Services Totals Invoice Transactions 2										<u>\$2,229.05</u>
Account 53610 - Building Repairs										
6378 - ANN-KRISS, LLC	721-92121	26- Reinstall Stone, Paint,install Ceiling Grid,Clean Skywalk	Paid by EFT # 43121		10/05/2021	10/05/2021	10/15/2021		10/15/2021	4,473.11
Account 53610 - Building Repairs Totals Invoice Transactions 1										<u>\$4,473.11</u>
Account 53630 - Machinery and Equipment Repairs										
3397 - Evens Time, INC	10079	26- Replacement of Broken Forcing Rod on Gate	Paid by EFT # 43178		10/05/2021	10/05/2021	10/15/2021		10/15/2021	445.99
3397 - Evens Time, INC	10242	26- Repair Walnut Garage Gate Arm; INV# 10242	Paid by EFT # 43178		10/05/2021	10/05/2021	10/15/2021		10/15/2021	985.99
3397 - Evens Time, INC	10241	26- Inspected Shims at Morton St Garage & left 3 sets.	Paid by EFT # 43178		10/05/2021	10/05/2021	10/15/2021		10/15/2021	539.99
Account 53630 - Machinery and Equipment Repairs Totals Invoice Transactions 3										<u>\$1,971.97</u>
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	PKGGARBF-AUG 21	26-Parking Garages- August 2021 Bank Fees paid in September 2021	Paid by EFT # 43107		09/30/2021	09/30/2021	09/30/2021		09/30/2021	3,253.80
Account 53830 - Bank Charges Totals Invoice Transactions 1										<u>\$3,253.80</u>
Account 53840 - Lease Payments										
512 - 7th & Walnut , LLC	RENT-NOV 2021	26-Walnut St Garage- November 2021 garage rent	Paid by EFT # 43113		10/05/2021	10/05/2021	10/15/2021		10/15/2021	17,824.79



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Fund 452 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53840 - Lease Payments										
3887 - Mercury Development Group, LLC	237	26-Morton St Garage- November 2021 garage rent	Paid by EFT # 43248		10/05/2021	10/05/2021	10/15/2021		10/15/2021	38,035.85
Account 53840 - Lease Payments Totals								Invoice Transactions	2	\$55,860.64
Program 260000 - Main Totals								Invoice Transactions	11	\$67,925.80
Department 26 - Parking Totals								Invoice Transactions	11	\$67,925.80
Fund 452 - Parking Facilities(S9502) Totals								Invoice Transactions	11	\$67,925.80
Fund 454 - Alternative Transport(S6301)										
Department 05 - Common Council										
Program 050000 - Main										
Account 54310 - Improvements Other Than Building										
10 - Bledsoe Riggert Cooper & James INC	25187	13-Walnut (Winslow to Ridgeview) Sidewalk- 8/31/21	Paid by EFT # 43135		10/05/2021	10/05/2021	10/15/2021		10/15/2021	4,013.80
Account 54310 - Improvements Other Than Building Totals								Invoice Transactions	1	\$4,013.80
Program 050000 - Main Totals								Invoice Transactions	1	\$4,013.80
Department 05 - Common Council Totals								Invoice Transactions	1	\$4,013.80
Department 26 - Parking										
Program 260000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287289748780- 921	06-cell phone chgs 8/12-9/11/21- #287289748780X0919 2021	Paid by Check # 74527		09/29/2021	09/29/2021	09/29/2021		09/29/2021	13.93
13969 - AT&T Mobility II, LLC	287297421132- 921	06-cell phone chgs 8/12-9/11/21-Inv #287297421132X0919 2021	Paid by Check # 74528		09/29/2021	09/29/2021	09/29/2021		09/29/2021	41.10
1838 - Verizon Wireless	9889189744	26-PE cell phone charges-8/24-9/23/21	Paid by Check # 74580		10/05/2021	10/05/2021	10/15/2021		10/15/2021	66.12
Account 53210 - Telephone Totals								Invoice Transactions	3	\$121.15
Program 260000 - Main Totals								Invoice Transactions	3	\$121.15
Department 26 - Parking Totals								Invoice Transactions	3	\$121.15
Fund 454 - Alternative Transport(S6301) Totals								Invoice Transactions	4	\$4,134.95



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Fund 455 - Parking Meter Fund(S2141)										
Department 26 - Parking										
Program 260000 - Main										
Account 41020 - Permits										
Pritchett Brothers, Inc.	REFUND-PRITCHETT	26-refund meter reservation fee(2)-no longer needed	Paid by Check # 74592		10/05/2021	10/05/2021	10/15/2021		10/15/2021	160.00
Account 41020 - Permits Totals										Invoice Transactions 1
										<u>\$160.00</u>
Account 52340 - Other Repairs and Maintenance										
4264 - IPS Group, INC	INV63834	26-meter clock repairs out of warranty	Paid by EFT # 43218		10/05/2021	10/05/2021	10/15/2021		10/15/2021	138.54
4264 - IPS Group, INC	INV63837	26-technician cards, battery packs	Paid by EFT # 43218		10/05/2021	10/05/2021	10/15/2021		10/15/2021	3,811.94
Account 52340 - Other Repairs and Maintenance Totals										Invoice Transactions 2
										<u>\$3,950.48</u>
Account 52420 - Other Supplies										
4264 - IPS Group, INC	INV63833	26-replace 99 2G boards to 4G cellular boards in meters	Paid by EFT # 43218		10/05/2021	10/05/2021	10/15/2021		10/15/2021	20,295.00
394 - Kleindorfer Hardware & Variety	716523	26-paper towels, ant poison	Paid by EFT # 43228		10/05/2021	10/05/2021	10/15/2021		10/15/2021	31.11
394 - Kleindorfer Hardware & Variety	717096	26-hex key, bits, box of rags	Paid by EFT # 43228		10/05/2021	10/05/2021	10/15/2021		10/15/2021	38.66
394 - Kleindorfer Hardware & Variety	720446	26-pair of gloves	Paid by EFT # 43228		10/05/2021	10/05/2021	10/15/2021		10/15/2021	13.49
394 - Kleindorfer Hardware & Variety	690813	26-paper towels, Lysol wipes	Paid by EFT # 43228		10/05/2021	10/05/2021	10/15/2021		10/15/2021	38.24
5111 - Spencer Trailers INC	INV-00001987	26-tounge lock for message board	Paid by EFT # 43299		10/05/2021	10/05/2021	10/15/2021		10/15/2021	29.00
5819 - Synchrony Bank	878433778987	26-seat orginazers-level for space compliance	Paid by EFT # 43311		10/05/2021	10/05/2021	10/15/2021		10/15/2021	221.03
5819 - Synchrony Bank	464597365647	26-refund - level for space compliance	Paid by EFT # 43311		10/05/2021	10/05/2021	10/15/2021		10/15/2021	(170.18)
Account 52420 - Other Supplies Totals										Invoice Transactions 8
										<u>\$20,496.35</u>
Account 52430 - Uniforms and Tools										
1448 - Shoe Carnival, INC	367894	26-Shoes for Charlene Lawson, size 7.5 Timberland	Paid by EFT # 43292		10/05/2021	10/05/2021	10/15/2021		10/15/2021	99.98
54558 - The Uniform House, INC	155429-1	26-uniforms for charlene lawson	Paid by EFT # 43320		10/05/2021	10/05/2021	10/15/2021		10/15/2021	126.97
Account 52430 - Uniforms and Tools Totals										Invoice Transactions 2
										<u>\$226.95</u>



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Fund 455 - Parking Meter Fund(S2141)										
Department 26 - Parking										
Program 260000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287289748780-921	06-cell phone chgs 8/12-9/11/21- #287289748780X0919 2021	Paid by Check # 74527		09/29/2021	09/29/2021	09/29/2021		09/29/2021	13.92
13969 - AT&T Mobility II, LLC	287297421132-921	06-cell phone chgs 8/12-9/11/21-Inv #287297421132X0919 2021	Paid by Check # 74528		09/29/2021	09/29/2021	09/29/2021		09/29/2021	41.10
1838 - Verizon Wireless	9889189744	26-PE cell phone charges-8/24-9/23/21	Paid by Check # 74580		10/05/2021	10/05/2021	10/15/2021		10/15/2021	727.35
Account 53210 - Telephone Totals							Invoice Transactions 3			<u>\$782.37</u>
Account 53310 - Printing										
8002 - Safeguard Business Systems, INC	034695481	26-window envelopes for parking statements	Paid by EFT # 43284		10/05/2021	10/05/2021	10/15/2021		10/15/2021	483.21
Account 53310 - Printing Totals							Invoice Transactions 1			<u>\$483.21</u>
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	PKGMTRBF-AUG 21	26-Parking Meters-August 2021 Bank Fees paid in September 2021	Paid by EFT # 43108		09/30/2021	09/30/2021	09/30/2021		09/30/2021	7,089.66
18844 - First Financial Bank, N.A.	PKGWEBBF-AUG 21	26-Parking Web-August 2021 Bank Fees paid in September 2021	Paid by EFT # 43109		09/30/2021	09/30/2021	09/30/2021		09/30/2021	5,722.90
Account 53830 - Bank Charges Totals							Invoice Transactions 2			<u>\$12,812.56</u>
Program 260000 - Main Totals							Invoice Transactions 19			<u>\$38,911.92</u>
Department 26 - Parking Totals							Invoice Transactions 19			<u>\$38,911.92</u>
Fund 455 - Parking Meter Fund(S2141) Totals							Invoice Transactions 19			<u>\$38,911.92</u>
Fund 456 - MVH Restricted										
Department 20 - Street										
Program 200000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
365 - Rogers Group, INC	0071184554	20-#11 Stone-43.06 tons/#53 stone-15.15 tons-9/13 & 9/15/21	Paid by EFT # 43280		10/05/2021	10/05/2021	10/15/2021		10/15/2021	546.54
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 1			<u>\$546.54</u>



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Fund 456 - MVH Restricted										
Department 20 - Street										
Program 200000 - Main										
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	487019	20-Sidewalk Crew-couplers, 40 PVC 90 elbows-9/23/21	Paid by EFT # 43133		10/05/2021	10/05/2021	10/15/2021		10/15/2021	5.43
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>\$5.43</u>
Account 53630 - Machinery and Equipment Repairs										
2974 - MacAllister Machinery Co, INC	P4533990	20-paver-compression springs	Paid by EFT # 43241		10/05/2021	10/05/2021	10/15/2021		10/15/2021	28.64
2974 - MacAllister Machinery Co, INC	P4534138	20-paver-shoe plates	Paid by EFT # 43241		10/05/2021	10/05/2021	10/15/2021		10/15/2021	314.34
Account 53630 - Machinery and Equipment Repairs Totals									Invoice Transactions 2	<u>\$342.98</u>
Program 200000 - Main Totals									Invoice Transactions 4	<u>\$894.95</u>
Department 20 - Street Totals									Invoice Transactions 4	<u>\$894.95</u>
Fund 456 - MVH Restricted Totals									Invoice Transactions 4	<u>\$894.95</u>
Fund 601 - Cumulative Capital Devlp(S2391)										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
19278 - Milestone Contractors, LP	142559A	20-surface-Berkley Ct- 138.25 tons-9/13 & 9/14/21	Paid by EFT # 43251		10/05/2021	10/05/2021	10/15/2021		10/15/2021	6,566.90
19278 - Milestone Contractors, LP	142569	20-surface-Sweetbriar- 208.41 tons-9/16/21	Paid by EFT # 43251		10/05/2021	10/05/2021	10/15/2021		10/15/2021	9,899.50
19278 - Milestone Contractors, LP	142577	20-surface-Sweetbriar- 86.80 tons-9/21/21	Paid by EFT # 43251		10/05/2021	10/05/2021	10/15/2021		10/15/2021	4,123.01
19278 - Milestone Contractors, LP	142580	20-surface-Sweetbriar/patching- 222.88 tons-9/23/21	Paid by EFT # 43251		10/05/2021	10/05/2021	10/15/2021		10/15/2021	10,586.84
Account 52330 - Street , Alley, and Sewer Material Totals									Invoice Transactions 4	<u>\$31,176.25</u>
Program 020000 - Main Totals									Invoice Transactions 4	<u>\$31,176.25</u>
Department 02 - Public Works Totals									Invoice Transactions 4	<u>\$31,176.25</u>



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Fund 601 - Cumulative Capital Devlp(S2391)										
Department 13 - Planning										
Program 130000 - Main										
Account 53110 - Engineering and Architectural										
5409 - VS Engineering, INC	423010	13-Blgtn Signal Des.- Walnut & 11th & 14th-period ending 8/31/21	Paid by EFT # 43336		10/05/2021	10/05/2021	10/15/2021		10/15/2021	325.00
Account 53110 - Engineering and Architectural Totals							Invoice Transactions	1		\$325.00
Program 130000 - Main Totals							Invoice Transactions	1		\$325.00
Department 13 - Planning Totals							Invoice Transactions	1		\$325.00
Fund 601 - Cumulative Capital Devlp(S2391) Totals							Invoice Transactions	5		\$31,501.25
Fund 730 - Solid Waste (S6401)										
Department 16 - Sanitation										
Program 160000 - Main										
Account 52420 - Other Supplies										
793 - Indiana Safety Company, INC	0189523-IN	16-employee gloves-50 pairs-8/31/21	Paid by EFT # 43214		10/05/2021	10/05/2021	10/15/2021		10/15/2021	226.30
793 - Indiana Safety Company, INC	0189568-IN	16-employee gloves-Leather & coated palm-9/1/21	Paid by EFT # 43214		10/05/2021	10/05/2021	10/15/2021		10/15/2021	339.00
4574 - John Deere Financial (Rural King)	10576	16-cleaning supplies-trucks & office-Glade, bleach-9/20/21	Paid by Check # 74568		10/05/2021	10/05/2021	10/15/2021		10/15/2021	50.90
5819 - Synchrony Bank	788968566686	16-logitech wireless mouse-R. Carter	Paid by EFT # 43311		10/05/2021	10/05/2021	10/15/2021		10/15/2021	29.99
Account 52420 - Other Supplies Totals							Invoice Transactions	4		\$646.19
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287289748780-921	06-cell phone chgs 8/12-9/11/21-#287289748780X0919 2021	Paid by Check # 74527		09/29/2021	09/29/2021	09/29/2021		09/29/2021	41.78
13969 - AT&T Mobility II, LLC	287297421132-921	06-cell phone chgs 8/12-9/11/21-Inv #287297421132X0919 2021	Paid by Check # 74528		09/29/2021	09/29/2021	09/29/2021		09/29/2021	419.36
Account 53210 - Telephone Totals							Invoice Transactions	2		\$461.14
Account 53240 - Freight / Other										
793 - Indiana Safety Company, INC	0189523-IN	16-employee gloves-50 pairs-8/31/21	Paid by EFT # 43214		10/05/2021	10/05/2021	10/15/2021		10/15/2021	42.47
793 - Indiana Safety Company, INC	0189568-IN	16-employee gloves-Leather & coated palm-9/1/21	Paid by EFT # 43214		10/05/2021	10/05/2021	10/15/2021		10/15/2021	44.74



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Fund 730 - Solid Waste (S6401)										
Department 16 - Sanitation										
Program 160000 - Main										
Account 53240 - Freight / Other										
7146 - Routeware, INC	INV-006233	16-freight chgs-HD Camera and controller for trucks	Paid by EFT # 43281		10/05/2021	10/05/2021	10/15/2021		10/15/2021	180.00
Account 53240 - Freight / Other Totals										Invoice Transactions 3
										<u>\$267.21</u>
Account 53920 - Laundry and Other Sanitation Services										
19171 - Aramark Uniform & Career Apparel Group, INC	1825021945	16-uniform rental (minus payroll ded)- 9/15/21	Paid by EFT # 43123		10/05/2021	10/05/2021	10/15/2021		10/15/2021	7.84
19171 - Aramark Uniform & Career Apparel Group, INC	1825009672	16-uniform rental (minus payroll ded)- 9/8/21	Paid by EFT # 43123		10/05/2021	10/05/2021	10/15/2021		10/15/2021	7.84
19171 - Aramark Uniform & Career Apparel Group, INC	1825009673	16-mat/towel service- 9/8/21	Paid by EFT # 43123		10/05/2021	10/05/2021	10/15/2021		10/15/2021	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	1825021946	16-mat/towel service- 9/15/21	Paid by EFT # 43123		10/05/2021	10/05/2021	10/15/2021		10/15/2021	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	1825026893	16-uniform rental (minus payroll ded)- 9/22/21	Paid by EFT # 43123		10/05/2021	10/05/2021	10/15/2021		10/15/2021	7.84
19171 - Aramark Uniform & Career Apparel Group, INC	1825026894	16-mat/towel service- 9/22/21	Paid by EFT # 43123		10/05/2021	10/05/2021	10/15/2021		10/15/2021	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	1825031937	16-mat/towel service- 9/29/21	Paid by EFT # 43123		10/05/2021	10/05/2021	10/15/2021		10/15/2021	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	1825031936	16-uniform rental (minus payroll ded)- 9/29/21	Paid by EFT # 43123		10/05/2021	10/05/2021	10/15/2021		10/15/2021	7.84
Account 53920 - Laundry and Other Sanitation Services Totals										Invoice Transactions 8
										<u>\$124.40</u>
Account 53950 - Landfill										
52226 - Hoosier Transfer Station-3140	3140-000019540	16-recycling fees -8/16 -8/31/21	Paid by EFT # 43202		10/05/2021	10/05/2021	10/15/2021		10/15/2021	4,720.06
52226 - Hoosier Transfer Station-3140	3140-000019529	16-trash disposal fee- 8/16-8/31/21	Paid by EFT # 43202		10/05/2021	10/05/2021	10/15/2021		10/15/2021	18,397.33
52226 - Hoosier Transfer Station-3140	3140-000019606	16-recycling fees-9/1- 9/15/21	Paid by EFT # 43202		10/05/2021	10/05/2021	10/15/2021		10/15/2021	4,295.02
52226 - Hoosier Transfer Station-3140	3140-000019601	16-trash disposal fee- 9/1-9/15/21	Paid by EFT # 43202		10/05/2021	10/05/2021	10/15/2021		10/15/2021	16,184.82
Account 53950 - Landfill Totals										Invoice Transactions 4
										<u>\$43,597.23</u>
Program 160000 - Main Totals										Invoice Transactions 21
										<u>\$45,096.17</u>
Department 16 - Sanitation Totals										Invoice Transactions 21
										<u>\$45,096.17</u>
Fund 730 - Solid Waste (S6401) Totals										Invoice Transactions 21
										<u>\$45,096.17</u>



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Fund 800 - Risk Management(S0203)										
Department 10 - Legal										
Program 100000 - Main										
Account 52430 - Uniforms and Tools										
3560 - First Financial Bank / Credit Cards	908936	10 FFB doxpop 908936	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	172.80
327 - Hoosier Workwear Outlet, INC	363396	10-safety shoes-N. Komasinki (11 1/2M)-9/14/2021	Paid by EFT # 43203		10/05/2021	10/05/2021	10/15/2021		10/15/2021	100.00
1448 - Shoe Carnival, INC	367892	10 shoes shoe carnival 367892 wathen	Paid by EFT # 43292		10/05/2021	10/05/2021	10/15/2021		10/15/2021	84.99
1448 - Shoe Carnival, INC	367893	10 shoes shoe carnival 367893 stillions	Paid by EFT # 43292		10/05/2021	10/05/2021	10/15/2021		10/15/2021	100.00
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 4	\$457.79
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287287430216-921	06-cell phone chgs 8/12-9/11/21-Inv. #287287430216X0919 2021	Paid by Check # 74526		09/29/2021	09/29/2021	09/29/2021		09/29/2021	41.78
Account 53210 - Telephone Totals									Invoice Transactions 1	\$41.78
Account 53420 - Worker's Comp & Risk										
7911 - Daniel L Quigley INC	1840178	10 legal services Kinser WC settlement agreement	Paid by Check # 74555		10/05/2021	10/05/2021	10/15/2021		10/15/2021	12,500.00
Account 53420 - Worker's Comp & Risk Totals									Invoice Transactions 1	\$12,500.00
Program 100000 - Main Totals									Invoice Transactions 6	\$12,999.57
Department 10 - Legal Totals									Invoice Transactions 6	\$12,999.57
Fund 800 - Risk Management(S0203) Totals									Invoice Transactions 6	\$12,999.57
Fund 801 - Health Insurance Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1201 - Other Services and Charges Health Insurance										
17785 - The Howard E. Nyhart Company, INC	10052HSA	12-Nyhart ER Cont \$597.19	Paid by EFT # 43100		10/05/2021	10/05/2021	10/05/2021		10/05/2021	597.19
3928 - Aim Medical Trust	Oct 2021	12-October 2021 AIM Medical Trust Premiums \$950,503.40	Paid by EFT # 43094		10/06/2021	10/06/2021	10/06/2021		10/07/2021	950,503.40
Account 53990.1201 - Other Services and Charges Health Insurance Totals									Invoice Transactions 2	\$951,100.59
Program 120000 - Main Totals									Invoice Transactions 2	\$951,100.59
Department 12 - Human Resources Totals									Invoice Transactions 2	\$951,100.59
Fund 801 - Health Insurance Trust Totals									Invoice Transactions 2	\$951,100.59



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Fund 802 - Fleet Maintenance(\$9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52230 - Garage and Motor Supplies										
50605 - Bauer Built, INC	360118588	17-tires-11R225 PXDY1 RTRD (7), white powder coat, valve caps	Paid by EFT # 43128		10/05/2021	10/05/2021	10/15/2021		10/15/2021	2,679.00
50605 - Bauer Built, INC	360116093	17-swab, lube bottle	Paid by EFT # 43128		10/05/2021	10/05/2021	10/15/2021		10/15/2021	23.28
50605 - Bauer Built, INC	360115829	17-credit for x-brand casings	Paid by EFT # 43128		10/05/2021	10/05/2021	10/15/2021		10/15/2021	(350.00)
50605 - Bauer Built, INC	360116477	17-tires-22.5X9.00 10HP MF-BUFF (2), tire mount	Paid by EFT # 43128		10/05/2021	10/05/2021	10/15/2021		10/15/2021	740.00
50605 - Bauer Built, INC	360117546	17-tires-315/80R225 20 Conti (1)-315/80R22.5 Michelin XZY3 (9)	Paid by EFT # 43128		10/05/2021	10/05/2021	10/15/2021		10/15/2021	2,675.38
50605 - Bauer Built, INC	360118424	17-(2)PXZus Rtrd, (3)MR87115,(6) reinforced nail hole	Paid by EFT # 43128		10/05/2021	10/05/2021	10/15/2021		10/15/2021	1,567.01
50605 - Bauer Built, INC	360118337	17 - (6) 26x12N12 Tweel Turf 4X4 bolt tires	Paid by EFT # 43128		10/05/2021	10/05/2021	10/15/2021		10/15/2021	2,760.24
4693 - Monroe County Tire & Supply, INC	055399	17-tires	Paid by EFT # 43252		10/05/2021	10/05/2021	10/15/2021		10/15/2021	150.50
4693 - Monroe County Tire & Supply, INC	055400	17-tires	Paid by EFT # 43252		10/05/2021	10/05/2021	10/15/2021		10/15/2021	713.12
4693 - Monroe County Tire & Supply, INC	054220	17-tires	Paid by EFT # 43252		10/05/2021	10/05/2021	10/15/2021		10/15/2021	170.50
4693 - Monroe County Tire & Supply, INC	055471	17-tires	Paid by EFT # 43252		10/05/2021	10/05/2021	10/15/2021		10/15/2021	95.95
Account 52230 - Garage and Motor Supplies Totals								Invoice Transactions	11	\$11,224.98
Account 52240 - Fuel and Oil										
4046 - Heritage-Crystal Clean, INC	17006502	17-shop fluids-HD Naps Free ELC 50/50 premix	Paid by EFT # 43195		10/05/2021	10/05/2021	10/15/2021		10/15/2021	404.15
613 - Hoosier Penn Oil Company, INC	1143228-IN	17-fluids/oil-HP Group II AW 68 Hydra 1/55	Paid by EFT # 43201		10/05/2021	10/05/2021	10/15/2021		10/15/2021	492.80
613 - Hoosier Penn Oil Company, INC	1146333-IN	17-fluids/oil-HP FS CK4 5w40 (200 gallons)	Paid by EFT # 43201		10/05/2021	10/05/2021	10/15/2021		10/15/2021	3,470.00
613 - Hoosier Penn Oil Company, INC	1145224-IN	17-fluids/oil-Tork Univ320 Blue Wdshld 1 -ply	Paid by EFT # 43201		10/05/2021	10/05/2021	10/15/2021		10/15/2021	103.65
613 - Hoosier Penn Oil Company, INC	1145223-IN	17-fluids/oil-HP FS 5w20 GF6-400 gallons	Paid by EFT # 43201		10/05/2021	10/05/2021	10/15/2021		10/15/2021	4,584.00



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Fund 802 - Fleet Maintenance(\$9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52240 - Fuel and Oil										
7854 - Premier AG CO-OP, INC (Premier Energy)	1876999	17-fuel-B5 PDX4 Clear on Road (7,258 gallons)-9/28/21	Paid by EFT # 43273		10/05/2021	10/05/2021	10/15/2021		10/15/2021	21,879.24
Account 52240 - Fuel and Oil Totals										\$30,933.84
Account 52320 - Motor Vehicle Repair										
244 - Bloomington Ford, INC	5074131	17-gasket	Paid by EFT # 43139		10/05/2021	10/05/2021	10/15/2021		10/15/2021	15.62
244 - Bloomington Ford, INC	5074188	17-remote control sy	Paid by EFT # 43139		10/05/2021	10/05/2021	10/15/2021		10/15/2021	29.90
244 - Bloomington Ford, INC	5074109	17-tube asy	Paid by EFT # 43139		10/05/2021	10/05/2021	10/15/2021		10/15/2021	46.00
244 - Bloomington Ford, INC	5074132	17-tube asy	Paid by EFT # 43139		10/05/2021	10/05/2021	10/15/2021		10/15/2021	63.17
244 - Bloomington Ford, INC	5074187	17-circuit breaker	Paid by EFT # 43139		10/05/2021	10/05/2021	10/15/2021		10/15/2021	68.52
244 - Bloomington Ford, INC	5074125	17-sensor - Hego	Paid by EFT # 43139		10/05/2021	10/05/2021	10/15/2021		10/15/2021	140.45
941 - Central Indiana Truck Equipment Corporation	69083	17-L/W grabber gear kt	Paid by EFT # 43157		10/05/2021	10/05/2021	10/15/2021		10/15/2021	2,385.12
4335 - Circle Distributing, INC	03NH2686	17-misc parts	Paid by EFT # 43161		10/05/2021	10/05/2021	10/15/2021		10/15/2021	303.96
4335 - Circle Distributing, INC	03NH3645	17-misc parts, brake kit, brake rotors, brake pads	Paid by EFT # 43161		10/05/2021	10/05/2021	10/15/2021		10/15/2021	298.95
4335 - Circle Distributing, INC	03NH2683	17-misc parts	Paid by EFT # 43161		10/05/2021	10/05/2021	10/15/2021		10/15/2021	700.52
4335 - Circle Distributing, INC	03NG5622	17-misc parts	Paid by EFT # 43161		10/05/2021	10/05/2021	10/15/2021		10/15/2021	774.38
4335 - Circle Distributing, INC	03NH0852	17- credit for part return	Paid by EFT # 43161		10/05/2021	10/05/2021	10/15/2021		10/15/2021	(11.32)
4335 - Circle Distributing, INC	03NG6113	17-credit for returned parts	Paid by EFT # 43161		10/05/2021	10/05/2021	10/15/2021		10/15/2021	(1,440.00)
4335 - Circle Distributing, INC	03NH7056	17 - Pronto Air Filter	Paid by EFT # 43161		10/05/2021	10/05/2021	10/15/2021		10/15/2021	14.09
4335 - Circle Distributing, INC	03NH1208	17 - Spark plug	Paid by EFT # 43161		10/05/2021	10/05/2021	10/15/2021		10/15/2021	23.28
4335 - Circle Distributing, INC	03NH0974	17 - Right hind wiper blade and Blade assembly for wiper	Paid by EFT # 43161		10/05/2021	10/05/2021	10/15/2021		10/15/2021	25.00
4335 - Circle Distributing, INC	03NH7064	17 - Pronto Air Filter	Paid by EFT # 43161		10/05/2021	10/05/2021	10/15/2021		10/15/2021	42.27



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Fund 802 - Fleet Maintenance(S9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
4335 - Circle Distributing, INC	03NH0519	17 - Motorcraft oil filter	Paid by EFT # 43161		10/05/2021	10/05/2021	10/15/2021		10/15/2021	46.92
4335 - Circle Distributing, INC	03NH3671	17 - Pad - Brake	Paid by EFT # 43161		10/05/2021	10/05/2021	10/15/2021		10/15/2021	57.49
4335 - Circle Distributing, INC	03NH3810	17 - Motorcraft water pump	Paid by EFT # 43161		10/05/2021	10/05/2021	10/15/2021		10/15/2021	73.38
4335 - Circle Distributing, INC	03NH7180	17 - Motorcraft oil filter	Paid by EFT # 43161		10/05/2021	10/05/2021	10/15/2021		10/15/2021	93.84
4335 - Circle Distributing, INC	03NH0851	17 - Plenum Gasket & Ignition Coil	Paid by EFT # 43161		10/05/2021	10/05/2021	10/15/2021		10/15/2021	127.93
4335 - Circle Distributing, INC	03NG7837	17 - arm assembly	Paid by EFT # 43161		10/05/2021	10/05/2021	10/15/2021		10/15/2021	168.25
4335 - Circle Distributing, INC	03NG7094	17-Hub assembly for front wheel	Paid by EFT # 43161		10/05/2021	10/05/2021	10/15/2021		10/15/2021	190.42
4335 - Circle Distributing, INC	03NH3494	17 - (2) Oxygen Sensor	Paid by EFT # 43161		10/05/2021	10/05/2021	10/15/2021		10/15/2021	198.50
4335 - Circle Distributing, INC	03NG5922	17-replaces HUB200	Paid by EFT # 43161		10/05/2021	10/05/2021	10/15/2021		10/15/2021	200.12
4335 - Circle Distributing, INC	03NH0961	17-misc parts	Paid by EFT # 43161		10/05/2021	10/05/2021	10/15/2021		10/15/2021	241.17
594 - Curry Auto Center, INC	5100246	17-reservoir kit, cylinder kit, booster kit, SL-N-Cap	Paid by EFT # 43166		10/05/2021	10/05/2021	10/15/2021		10/15/2021	171.57
51827 - Fire Service, INC	24098	17-H-538-0280-52-0 pump valve	Paid by EFT # 43183		10/05/2021	10/05/2021	10/15/2021		10/15/2021	411.16
5896 - Hahn Automotive Warehouse,INC (Speedway AutoParts)	53690	17-#66519 shop gloves	Paid by EFT # 43193		10/05/2021	10/05/2021	10/15/2021		10/15/2021	29.99
5896 - Hahn Automotive Warehouse,INC (Speedway AutoParts)	54016	17-#66519 shop gloves	Paid by EFT # 43193		10/05/2021	10/05/2021	10/15/2021		10/15/2021	179.94
796 - Interstate Battery System of Bloomington, INC	1095647	17-battery	Paid by EFT # 43217		10/05/2021	10/05/2021	10/15/2021		10/15/2021	90.11
796 - Interstate Battery System of Bloomington, INC	400210503	17-batteries	Paid by EFT # 43217		10/05/2021	10/05/2021	10/15/2021		10/15/2021	343.53
796 - Interstate Battery System of Bloomington, INC	30056329	17-batteries	Paid by EFT # 43217		10/05/2021	10/05/2021	10/15/2021		10/15/2021	1,082.89
5260 - M&K Holding CO. (M&K Quality Truck Sales)	442285IN	17-plug, sensor, harness	Paid by EFT # 43240		10/05/2021	10/05/2021	10/15/2021		10/15/2021	310.32
5260 - M&K Holding CO. (M&K Quality Truck Sales)	441045IN	17-cylinder	Paid by EFT # 43240		10/05/2021	10/05/2021	10/15/2021		10/15/2021	1,240.57
2974 - MacAllister Machinery Co, INC	P4141717	17-misc caterpillar parts-injector G-F, core deposit	Paid by EFT # 43241		10/05/2021	10/05/2021	10/15/2021		10/15/2021	2,155.98



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Fund 802 - Fleet Maintenance(S9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
2974 - MacAllister Machinery Co, INC	P4530838	17-misc caterpillar parts-retainer AS, pin-G.E.T.	Paid by EFT # 43241		10/05/2021	10/05/2021	10/15/2021		10/15/2021	45.12
786 - Richard's Small Engine, INC	446896	17-#475 604249 spindle	Paid by EFT # 43278		10/05/2021	10/05/2021	10/15/2021		10/15/2021	126.40
19681 - Southeastern Equipment Co, INC	A05512	17 - #600 ball valve	Paid by EFT # 43298		10/05/2021	10/05/2021	10/15/2021		10/15/2021	496.13
337 - Stansifer Radio Co, INC	37135	17-misc electrical/lighting-656020-32 CMEX	Paid by EFT # 43301		10/05/2021	10/05/2021	10/15/2021		10/15/2021	299.58
54351 - Sternberg, INC	960115	17-mirror	Paid by EFT # 43304		10/05/2021	10/05/2021	10/15/2021		10/15/2021	447.51
54351 - Sternberg, INC	960344	17-cylinder	Paid by EFT # 43304		10/05/2021	10/05/2021	10/15/2021		10/15/2021	36.52
54351 - Sternberg, INC	959950	17- credit for part return	Paid by EFT # 43304		10/05/2021	10/05/2021	10/15/2021		10/15/2021	(52.00)
54351 - Sternberg, INC	960387	17- credit for part return	Paid by EFT # 43304		10/05/2021	10/05/2021	10/15/2021		10/15/2021	(59.00)
54351 - Sternberg, INC	960136	17- credit for part return	Paid by EFT # 43304		10/05/2021	10/05/2021	10/15/2021		10/15/2021	(359.00)
6216 - Terminal Supply, INC	73975-00	17-misc parts-drill bits, round rocker switch, copper lugs	Paid by EFT # 43316		10/05/2021	10/05/2021	10/15/2021		10/15/2021	176.82
622 - Truck Country of Indiana, INC (Stoops Freightliner	X301624932:02	17-chart fan blade, fan clutch	Paid by EFT # 43327		10/05/2021	10/05/2021	10/15/2021		10/15/2021	2,297.29
622 - Truck Country of Indiana, INC (Stoops Freightliner	X301624932:01	17-solenoid valve	Paid by EFT # 43327		10/05/2021	10/05/2021	10/15/2021		10/15/2021	172.96
2096 - West Side Tractor Sales CO.	O12849	17 - #601 OSL parts/labor	Paid by EFT # 43337		10/05/2021	10/05/2021	10/15/2021		10/15/2021	2,200.17
2096 - West Side Tractor Sales CO.	B42376	17-Engine oil press sensor, temperature sensor	Paid by EFT # 43337		10/05/2021	10/05/2021	10/15/2021		10/15/2021	184.13
Account 52320 - Motor Vehicle Repair Totals								Invoice Transactions	51	\$16,906.62
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	100185146	17 - Injector cup installer tool - shop tools	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	496.03
7684 - Christopher P Hixson (Hotoco, LLC)	0922218089	17 - bearing buddy coil pack - shop tool	Paid by EFT # 43199		10/05/2021	10/05/2021	10/15/2021		10/15/2021	102.00
177 - Indiana Oxygen Company, INC	9754777	17-cylinder rental, torch supply-acetylene, Argon, oxygen	Paid by EFT # 43212		10/05/2021	10/05/2021	10/15/2021		10/15/2021	202.74



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Invoice Date Range 09/29/21 - 10/15/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 802 - Fleet Maintenance(\$9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52420 - Other Supplies										
8181 - Lawson Products, INC	9308798790	17-shop supplies-8 Ga-Red Plastic Covered Primary Wire	Paid by EFT # 43234		10/05/2021	10/05/2021	10/15/2021		10/15/2021	115.72
8181 - Lawson Products, INC	9308820854	17 - cable ties, heat shrink butt connectors	Paid by EFT # 43234		10/05/2021	10/05/2021	10/15/2021		10/15/2021	246.38
3286 - Peacetree, INC (PEI Maintenance)	3654	17 - One Time 3/4" Safety-Break connector	Paid by EFT # 43267		10/05/2021	10/05/2021	10/15/2021		10/15/2021	155.52
Account 52420 - Other Supplies Totals									Invoice Transactions 6	\$1,318.39
Account 53140 - Exterminator Services										
51538 - Economy Termite & Pest Control, INC	43463	17- Monthly Pest Control for Fleet, INV# 43463	Paid by EFT # 43174		10/05/2021	10/05/2021	10/15/2021		10/15/2021	95.00
Account 53140 - Exterminator Services Totals									Invoice Transactions 1	\$95.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	287289748780-921	06-cell phone chgs 8/12-9/11/21-#287289748780X0919 2021	Paid by Check # 74527		09/29/2021	09/29/2021	09/29/2021		09/29/2021	41.78
Account 53210 - Telephone Totals									Invoice Transactions 1	\$41.78
Account 53620 - Motor Repairs										
5445 - Bland's, LLC	#21-18218	17 - wrecker service for flat tire on 2020 Ford Explorer Hybrid	Paid by EFT # 43134		10/05/2021	10/05/2021	10/15/2021		10/15/2021	75.00
4474 - Ken's Westside Service & Towing, LLC	21-0922-59156	17-tow/hook fee-Unit #693-9/22/21	Paid by EFT # 43226		10/05/2021	10/05/2021	10/15/2021		10/15/2021	50.00
4474 - Ken's Westside Service & Towing, LLC	21-0916-58903	17-tow/hook fee/dollies-squad car-9/16/21	Paid by EFT # 43226		10/05/2021	10/05/2021	10/15/2021		10/15/2021	75.00
4474 - Ken's Westside Service & Towing, LLC	21-0928-59416	17 - Towing for the 2020 White Peterbilt on 9/28	Paid by EFT # 43226		10/05/2021	10/05/2021	10/15/2021		10/15/2021	490.00
2096 - West Side Tractor Sales CO.	O12849	17 - #601 OSL parts/labor	Paid by EFT # 43337		10/05/2021	10/05/2021	10/15/2021		10/15/2021	3,588.20
Account 53620 - Motor Repairs Totals									Invoice Transactions 5	\$4,278.20
Account 53650 - Other Repairs										
3286 - Peacetree, INC (PEI Maintenance)	3660	17-repairs to fuel pumps-Adams St-replaced communication wiring	Paid by EFT # 43267		10/05/2021	10/05/2021	10/15/2021		10/15/2021	772.00
Account 53650 - Other Repairs Totals									Invoice Transactions 1	\$772.00



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Invoice Date Range 09/29/21 - 10/15/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 802 - Fleet Maintenance(\$9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 53920 - Laundry and Other Sanitation Services										
19171 - Aramark Uniform & Career Apparel Group, INC	1825026901	17-mat/towel service-9/22/21	Paid by EFT # 43123		10/05/2021	10/05/2021	10/15/2021		10/15/2021	71.64
19171 - Aramark Uniform & Career Apparel Group, INC	1825026902	17-uniform rental (minus payroll ded)-9/22/21	Paid by EFT # 43123		10/05/2021	10/05/2021	10/15/2021		10/15/2021	19.27
19171 - Aramark Uniform & Career Apparel Group, INC	1825031944	17 - uniforms, mats and towel, Inv# 1825031944	Paid by EFT # 43123		10/05/2021	10/05/2021	10/15/2021		10/15/2021	69.56
19171 - Aramark Uniform & Career Apparel Group, INC	1825031945	17 - uniform rental (minus payroll deduction)-9/29	Paid by EFT # 43123		10/05/2021	10/05/2021	10/15/2021		10/15/2021	19.27
Account 53920 - Laundry and Other Sanitation Services Totals								Invoice Transactions	4	\$179.74
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	259498058	17-title fees-8/31/21	Paid by Check # 74561		10/05/2021	10/05/2021	10/15/2021		10/15/2021	60.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$60.00
Program 170000 - Main Totals								Invoice Transactions	87	\$65,810.55
Department 17 - Fleet Maintenance Totals								Invoice Transactions	87	\$65,810.55
Fund 802 - Fleet Maintenance(\$9500) Totals								Invoice Transactions	87	\$65,810.55
Fund 804 - Insurance Voluntary Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1271 - Other Services and Charges Section 125 - URM- City										
17785 - The Howard E. Nyhart Company, INC	092821daily	12-City URM	Paid by EFT # 43089		09/29/2021	09/29/2021	09/29/2021		09/29/2021	633.09
17785 - The Howard E. Nyhart Company, INC	092921daily	12-City/Util URM	Paid by EFT # 43095		09/30/2021	09/30/2021	09/30/2021		09/30/2021	45.00
17785 - The Howard E. Nyhart Company, INC	093021daily	12-City URM	Paid by EFT # 43096		10/01/2021	10/01/2021	10/01/2021		10/01/2021	10.00
17785 - The Howard E. Nyhart Company, INC	100221daily	12-City URM	Paid by EFT # 43097		10/04/2021	10/04/2021	10/04/2021		10/04/2021	185.88
17785 - The Howard E. Nyhart Company, INC	100121daily	12-City/Util URM	Paid by EFT # 43098		10/04/2021	10/04/2021	10/04/2021		10/04/2021	57.45
17785 - The Howard E. Nyhart Company, INC	100321daily	12-City/Util URM	Paid by EFT # 43099		10/04/2021	10/04/2021	10/04/2021		10/04/2021	71.40
17785 - The Howard E. Nyhart Company, INC	100421daily	12-City URM	Paid by EFT # 43101		10/05/2021	10/05/2021	10/05/2021		10/05/2021	105.00
17785 - The Howard E. Nyhart Company, INC	100521daily	12-City/Util URM	Paid by EFT # 43103		10/06/2021	10/06/2021	10/06/2021		10/06/2021	70.93



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Invoice Date Range 09/29/21 - 10/15/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 804 - Insurance Voluntary Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1271 - Other Services and Charges Section 125 - URM- City										
17785 - The Howard E. Nyhart Company, INC	100621daily	12-City URM	Paid by EFT # 43104		10/07/2021	10/07/2021	10/07/2021		10/07/2021	229.40
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals									Invoice Transactions 9	\$1,408.15
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City										
17785 - The Howard E. Nyhart Company, INC	100521Check Reg	12-City/Util DDC	Paid by EFT # 43102		10/05/2021	10/05/2021	10/05/2021		10/05/2021	1,004.25
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals									Invoice Transactions 1	\$1,004.25
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util										
17785 - The Howard E. Nyhart Company, INC	092921daily	12-City/Util URM	Paid by EFT # 43095		09/30/2021	09/30/2021	09/30/2021		09/30/2021	47.77
17785 - The Howard E. Nyhart Company, INC	100121daily	12-City/Util URM	Paid by EFT # 43098		10/04/2021	10/04/2021	10/04/2021		10/04/2021	26.02
17785 - The Howard E. Nyhart Company, INC	100321daily	12-City/Util URM	Paid by EFT # 43099		10/04/2021	10/04/2021	10/04/2021		10/04/2021	696.48
17785 - The Howard E. Nyhart Company, INC	100521daily	12-City/Util URM	Paid by EFT # 43103		10/06/2021	10/06/2021	10/06/2021		10/06/2021	40.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals									Invoice Transactions 4	\$810.27
Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util										
17785 - The Howard E. Nyhart Company, INC	100521Check Reg	12-City/Util DDC	Paid by EFT # 43102		10/05/2021	10/05/2021	10/05/2021		10/05/2021	957.60
Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util Totals									Invoice Transactions 1	\$957.60
Account 53990.1283 - Other Services and Charges Health Savings Account										
17785 - The Howard E. Nyhart Company, INC	100821Payroll	12-Nyhart HSA EE Contributions	Paid by EFT # 43105		10/07/2021	10/07/2021	10/07/2021		10/07/2021	19,782.66
Account 53990.1283 - Other Services and Charges Health Savings Account Totals									Invoice Transactions 1	\$19,782.66
Program 120000 - Main Totals									Invoice Transactions 16	\$23,962.93
Department 12 - Human Resources Totals									Invoice Transactions 16	\$23,962.93
Fund 804 - Insurance Voluntary Trust Totals									Invoice Transactions 16	\$23,962.93



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Invoice Date Range 09/29/21 - 10/15/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 978 - City 2016 GO Bond Proceeds										
Department 06 - Controller's Office										
Program 06016C - 2016 C Jackson Trail										
Account 54310 - Improvements Other Than Building										
3515 - Dentons Bingham Greenebaum LLP	4503039	07-Jackson Creek Trail, PH II (Duke Energy Relocation)	Paid by EFT # 43168		10/05/2021	10/05/2021	10/15/2021		10/15/2021	1,600.00
Account 54310 - Improvements Other Than Building Totals							Invoice Transactions	1		<u>\$1,600.00</u>
Program 06016C - 2016 C Jackson Trail Totals							Invoice Transactions	1		<u>\$1,600.00</u>
Department 06 - Controller's Office Totals							Invoice Transactions	1		<u>\$1,600.00</u>
Fund 978 - City 2016 GO Bond Proceeds Totals							Invoice Transactions	1		<u>\$1,600.00</u>
Grand Totals							Invoice Transactions	391		<u>\$1,475,343.99</u>



HSA-GYM-Massage-WorkComp

Invoice Date Range 09/01/20 - 09/30/20

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 800 - Risk Management(S0203)										
Department 10 - Legal										
Program 100000 - Main										
Account 53420 - Worker's Comp & Risk										
2618 - Southeastern Indiana Health Operations, INC (SIHO)	2020133	10-Siho-TTD - S. Kinser -2020133	Paid by EFT # 37131		09/01/2020	09/01/2020	09/01/2020		09/01/2020	488.38
2618 - Southeastern Indiana Health Operations, INC (SIHO)	2020135	10-Siho-TTD - S. Kinser -2020135	Paid by EFT # 37144		09/08/2020	09/08/2020	09/08/2020		09/08/2020	488.38
2618 - Southeastern Indiana Health Operations, INC (SIHO)	2020138	10-Siho-TTD - S. Kinser - 2020138	Paid by EFT # 37356		09/14/2020	09/14/2020	09/14/2020		09/14/2020	488.38
2618 - Southeastern Indiana Health Operations, INC (SIHO)	2020102a	10-correction, short paid .10 on 7/22/20	Paid by EFT # 37357		09/14/2020	09/14/2020	09/14/2020		09/14/2020	.10
2618 - Southeastern Indiana Health Operations, INC (SIHO)	2020141	10-Siho -TTD - WC Admin Fees - 2020141	Paid by EFT # 37365		09/21/2020	09/21/2020	09/21/2020		09/21/2020	1,840.50
2618 - Southeastern Indiana Health Operations, INC (SIHO)	2020140	10-Siho -TTD - WC Claim Fees - 2020140	Paid by EFT # 37366		09/21/2020	09/21/2020	09/21/2020		09/21/2020	93,862.87
Account 53420 - Worker's Comp & Risk Totals							Invoice Transactions	6		\$97,168.61
Program 100000 - Main Totals							Invoice Transactions	6		\$97,168.61
Department 10 - Legal Totals							Invoice Transactions	6		\$97,168.61
Fund 800 - Risk Management(S0203) Totals							Invoice Transactions	6		\$97,168.61
Fund 801 - Health Insurance Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1201 - Other Services and Charges Health Insurance										
3928 - Aim Medical Trust	090120	12-AIM September 2020 Insurance Premiums \$892,845.58	Paid by EFT # 37142		09/09/2020	09/09/2020	09/09/2020		09/09/2020	892,845.58
17785 - The Howard E. Nyhart Company, INC	092420 daily	12-Nyhart ER Cont \$235.33	Paid by EFT # 37571		09/24/2020	09/24/2020	09/24/2020		09/24/2020	235.33
17785 - The Howard E. Nyhart Company, INC	Sept Gym	12-September Wellness Reimbursements \$673.00	Paid by EFT # 37574		09/24/2020	09/24/2020	09/24/2020		09/24/2020	673.00
17785 - The Howard E. Nyhart Company, INC	091920HR	12-Nyhart ER Cont \$339.48	Paid by EFT # 37575		09/24/2020	09/24/2020	09/24/2020		09/24/2020	339.48
3908 - CIGNA Healthcare	092920	12-Cigna Dental Claims \$42,503.67	Paid by EFT # 37570		09/29/2020	09/29/2020	09/29/2020		09/29/2020	42,503.67
Account 53990.1201 - Other Services and Charges Health Insurance Totals							Invoice Transactions	5		\$936,597.06
Program 120000 - Main Totals							Invoice Transactions	5		\$936,597.06
Department 12 - Human Resources Totals							Invoice Transactions	5		\$936,597.06
Fund 801 - Health Insurance Trust Totals							Invoice Transactions	5		\$936,597.06



HSA-GYM-Massage-WorkComp

Invoice Date Range 09/01/20 - 09/30/20

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 804 - Insurance Voluntary Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util										
17785 - The Howard E. Nyhart Company, INC	083120 daily	12-City/Util URM	Paid by EFT # 37132		09/01/2020	09/01/2020	09/01/2020	09/01/2020		50.01
17785 - The Howard E. Nyhart Company, INC	090120daily	12-City/Util URM	Paid by EFT # 37134		09/02/2020	09/02/2020	09/02/2020	09/02/2020		30.00
17785 - The Howard E. Nyhart Company, INC	090220daily	12-City/Util URM	Paid by EFT # 37135		09/03/2020	09/03/2020	09/03/2020	09/03/2020		80.00
17785 - The Howard E. Nyhart Company, INC	090520daily	12-City/Util URM	Paid by EFT # 37146		09/08/2020	09/08/2020	09/08/2020	09/08/2020		30.00
17785 - The Howard E. Nyhart Company, INC	090420daily	12-City/Util URM	Paid by EFT # 37148		09/08/2020	09/08/2020	09/08/2020	09/08/2020		35.73
17785 - The Howard E. Nyhart Company, INC	090920	12-City/Util URM	Paid by EFT # 37151		09/10/2020	09/10/2020	09/10/2020	09/10/2020		50.00
17785 - The Howard E. Nyhart Company, INC	091020daily	12-City/Util URM	Paid by EFT # 37152		09/11/2020	09/11/2020	09/11/2020	09/11/2020		55.00
17785 - The Howard E. Nyhart Company, INC	091220daily	12-City/Util URM	Paid by EFT # 37153		09/14/2020	09/14/2020	09/14/2020	09/14/2020		496.92
17785 - The Howard E. Nyhart Company, INC	091120daily	12-City/Util URM	Paid by EFT # 37155		09/14/2020	09/14/2020	09/14/2020	09/14/2020		4.00
17785 - The Howard E. Nyhart Company, INC	091520checkreis	12-Util URM	Paid by EFT # 37355		09/15/2020	09/15/2020	09/15/2020	09/15/2020		56.68
17785 - The Howard E. Nyhart Company, INC	091520daily	12-City/Util URM	Paid by EFT # 37358		09/16/2020	09/16/2020	09/16/2020	09/16/2020		888.61
17785 - The Howard E. Nyhart Company, INC	091620daily	12-City/Util URM	Paid by EFT # 37359		09/17/2020	09/17/2020	09/17/2020	09/17/2020		140.00
17785 - The Howard E. Nyhart Company, INC	091720daily	12-Util URM	Paid by EFT # 37360		09/18/2020	09/18/2020	09/18/2020	09/18/2020		120.00
17785 - The Howard E. Nyhart Company, INC	092020daily	12-City/Util URM	Paid by EFT # 37361		09/21/2020	09/21/2020	09/21/2020	09/21/2020		71.15
17785 - The Howard E. Nyhart Company, INC	091820daily	12-City/Util URM	Paid by EFT # 37363		09/21/2020	09/21/2020	09/21/2020	09/21/2020		120.00
17785 - The Howard E. Nyhart Company, INC	092120daily	12-City/Util URM	Paid by EFT # 37364		09/22/2020	09/22/2020	09/22/2020	09/22/2020		10.00
17785 - The Howard E. Nyhart Company, INC	092320daily	12-City/Util URM	Paid by EFT # 37572		09/24/2020	09/24/2020	09/24/2020	09/24/2020		21.73
17785 - The Howard E. Nyhart Company, INC	092420daily	12-City/Util URM	Paid by EFT # 37372		09/25/2020	09/25/2020	09/25/2020	09/25/2020		56.68
17785 - The Howard E. Nyhart Company, INC	092520daily	12-City/Util URM	Paid by EFT # 37576		09/28/2020	09/28/2020	09/28/2020	09/28/2020		281.54
17785 - The Howard E. Nyhart Company, INC	092620daily	12-City/Util URM	Paid by EFT # 37577		09/28/2020	09/28/2020	09/28/2020	09/28/2020		168.01



HSA-GYM-Massage-WorkComp

Invoice Date Range 09/01/20 - 09/30/20

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 804 - Insurance Voluntary Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util										
17785 - The Howard E. Nyhart Company, INC	092930daily	12-City/Util URM	Paid by EFT # 37578		09/30/2020	09/30/2020	09/30/2020		09/30/2020	50.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals									Invoice Transactions 21	\$2,816.06
Account 53990.1283 - Other Services and Charges Health Savings Account										
17785 - The Howard E. Nyhart Company, INC	091120 Payroll	12-Nyhart HSA EE Contributions	Paid by EFT # 37150		09/10/2020	09/10/2020	09/10/2020		09/10/2020	18,245.39
17785 - The Howard E. Nyhart Company, INC	092520Payroll	12-Nyhart HSA EE Contributions	Paid by EFT # 37573		09/24/2020	09/24/2020	09/24/2020		09/24/2020	18,245.39
Account 53990.1283 - Other Services and Charges Health Savings Account Totals									Invoice Transactions 2	\$36,490.78
Program 120000 - Main Totals									Invoice Transactions 23	\$39,306.84
Department 12 - Human Resources Totals									Invoice Transactions 23	\$39,306.84
Fund 804 - Insurance Voluntary Trust Totals									Invoice Transactions 23	\$39,306.84
Grand Totals									Invoice Transactions 34	\$1,073,072.51

REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/15/2021	Claims				1,475,343.99
Sept 2021'	HSA/WorkComp/MT & Gym/CIGNA				1,073,072.51
					2,548,416.50

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **\$ 2,548,416.50**

Dated this 12th day of October year of 2021.

Dana Henke, President

Beth H. Hollingsworth, Vice President

Kyla Cox Deckard, Secretary

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

Fiscal Office_____