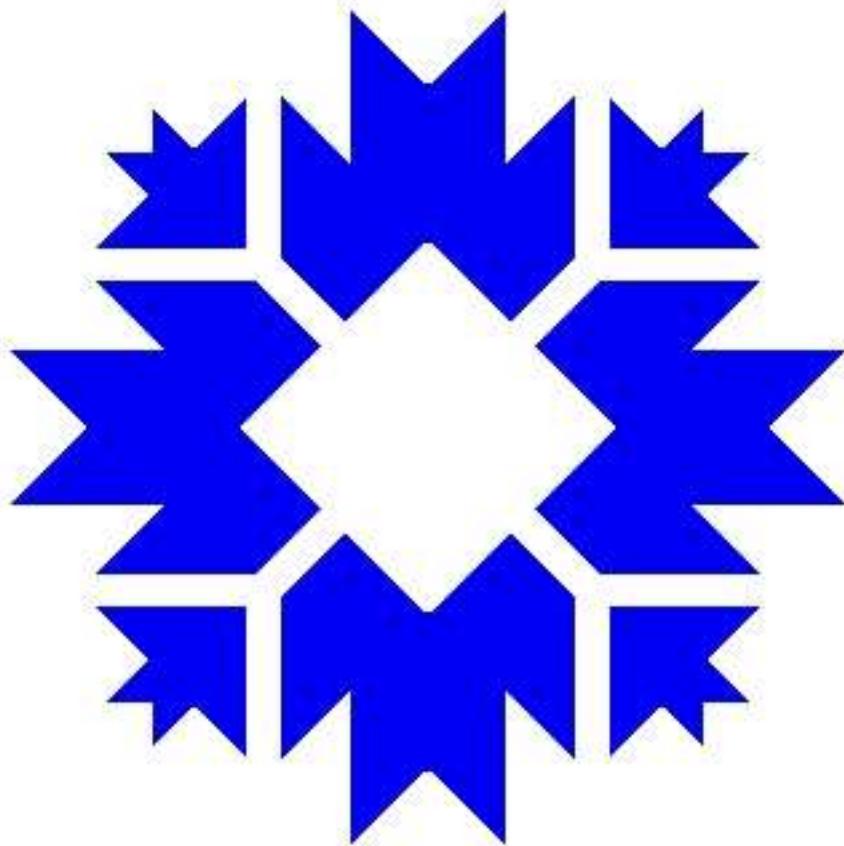


Board of Public Works Meeting

November 14, 2017



**REVISED AGENDA
BOARD OF PUBLIC WORKS**

A Regular Meeting of the Board of Public Work to be held Tuesday, November 14, 2017 at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. OPEN SEALED QUOTES & BIDS

1. Open Sealed Bids for 10th St. Pedestrian Improvement Project
2. Open Sealed Bids for Rockport Rd. Sidewalk Project

IV. HEARINGS ON TITLE VI APPEALS

1. Appeal of Title VI Citation #38906 at 417 E. 2nd St.

V. HEARINGS ON NOISE APPEALS

1. Appeal of Noise Citation #37762 at 585 S. Park Ridge Rd.

VI. CONSENT AGENDA

1. Approval of Minutes – October 17th & October 31, 2017
2. Resolution 2017-99: Use of City Streets for Canopy of Lights (Friday, 11/24)
3. Approval of Payroll

VII. NEW BUSINESS

1. Resolution 2017-102: Use of City Streets for Krampus Bazaar (Saturday, 12/2)
2. Request by Monroe County Solid Waste District to Add Sections of Public Streets to the Adopt-A-Road Program
3. Approve Contract with Transmap Corporation for Pavement Condition Survey and Sign Assessment
4. Approve Contract with Tree Guy, Inc. for Tree Pruning at 3rd St. & Hillsdale Dr.
5. Approve Addendum #1 to 2016 Snow Removal and De-Icing Services Agreement with Green Dragon Lawn Care
6. Approve Contract with Affordable Fencing for 4th St. Garage Fencing Project
7. Approve Contract with Cassady Electric for 4th St. Garage Power System Replacement
8. Approve Change Order #2 with Ankriss Services for 4th St. Garage Skywalk Repair Project

VIII. STAFF REPORTS & OTHER BUSINESS

IX. APPROVAL OF CLAIMS

X. 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.

**Appeal of Excessive Growth Warning
Ticket #38906**

Appellant Information:

Duncan Justice
417 E. 2nd St.,
Bloomington, IN 47401
Date Appealed: 10/24/ 2017

Citation Information:

Issued: 10/24/ 2017
By: Kenneth Liford
Place: 417 E. 2nd St., Bloomington, IN
For: Excessive growth

Compliance Officer Description:

The property owner allowed the lawn area to grow to a height in excess of eight inches in violation of BMC 6.06.050. On October 19, 2017, under ticket number 38850, a warning was issued to the property owner to mow the entire yard in order to avoid additional violations/fines. The property was not mowed and on October 24, 2017, under ticket number 38906, a ticket for a fine of \$50.00 was then issued against the property for excessive growth. Copies of both notices were left at the property in violation.

Attachments:

1. Notice of Violation issued 10/19/2017.
2. Notice of Violation issued 10/24/2017.
3. Appellant's Letter of Appeal.

Discussion:

1. Compliance officer Liford issued a warning on 10/19/2017 and subsequent fine in the amount of \$50.00 on 10/24/2017 because the grass was in excess of eight inches.
2. Pursuant to BMC § 6.06.050 "it is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches... ."
3. Pursuant to BMC § 6.06.070, persons with any possessory interest in the property may be held responsible for excessive growth. Mr. Justice lists 417 E. 2nd Street as his local address and has a possessory interest in the property.
4. The Board would be establishing a bad precedent, rendering BMC § 6.06.050 unenforceable if it were to set aside this Notice of Violation.
5. The citation should be upheld as having been properly issued.

Staff Recommendation:

The Board should uphold the citation and deny the Appeal.



Notice of Violation

Housing & Neighborhood
Development Department (HAND)
P.O. Box 100
401 N. Morton Street
Bloomington, IN 47402
www.bloomington.in.gov/hand/

Date 10-19-17 Time 10:40 Address/location 417 E. 2nd St. 47401

Issued by: 208

☐ BMC 6.04.070 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

☐ Fine Due: \$15.00 ☐ Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.060(c).

☐ BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

☐ Fine Due: ☐\$50 ☐\$100 ☐\$150 ☐ Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

☒ BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

☐ Fine Due: ☐\$50 ☐\$100 ☐\$150 ☒ Warning (No fine due at this time) Ticket# 38850

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Cut grass. Including area along the sidewalk.

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND". All fines listed above may be contested in the Monroe County Circuit Courts.**
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Owner Name Rachid Maïdi
Address 602 S. High St.
City Bloomington State IN.
Zip Code 47401

Agent Name _____
Address _____
City _____ State _____
Zip Code _____

BPW: _____

Mail Copies To: Resident: _____ Owner: ☒ Agent: _____



Notice of Violation

Housing & Neighborhood
Development Department (HAND)
P.O. Box 100
401 N. Morton Street
Bloomington, IN 47402
www.bloomington.in.gov/hand/

Date 10-24-17 Time 10:45 Address/location 417 E. 2nd St 47401

Issued by: 208

☐ BMC 6.04.070 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

☐ Fine Due: \$15.00

☐ Warning (No fine due at this time)

Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.060(c).

☐ BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

☐ Fine Due: ☐\$50 ☐\$100 ☐\$150

☐ Warning (No fine due at this time)

Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

☒ BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

☒ Fine Due: ☒\$50 ☐\$100 ☐\$150 ☐ Warning (No fine due at this time) Ticket# 38906

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Cut all grass. Including area along sidewalk.

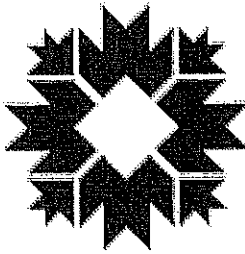
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND". All fines listed above may be contested in the Monroe County Circuit Courts.
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Owner Name Rachid Maidi
Address 602 S. High St.
City Bloomington State IN
Zip Code 47401

Agent Name _____
Address _____
City _____ State _____
Zip Code _____

BPW: _____

Mail Copies To: Resident: _____ Owner: ☒ Agent: _____



Appeal of Excessive Growth Citation to the Board of Public Works

City of Bloomington
Department of Public Works
401 North Morton Street, Suite 120
Phone (812)349-3410
Email: Public.Works@Bloomington.IN.gov

justiced@bloomington.in.gov

Please complete this form in its entirety. Use black or blue ink only and Print legibly. A copy of the Excessive Growth citation you were issued **MUST** be attached to this form. You are encouraged to attach all documents that you believe support your appeal. All of these documents must be submitted within seven (7) days after the citation was issued. The Board of Public Works will primarily consider the written materials submitted, including: this appeal form, documents you provide, a statement from the police officer including any complaints made, and staff recommendations. In addition, on the date given below, you will have the opportunity to speak to the Board for two minutes. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit within seven (7) days from the date of the Board's decision.

Name: Duncan Justice Phone Number: (260) 414-0818

Citation Number: _____ Date on Excessive Growth Citation: 10/25/24

(Located in the top right hand corner of the citation)

Local Address:

417 E. 2nd Street
Bloomington, IN 47401

Permanent Address:

Today's Date: 10/26

Reason for Appeal: Not enough time given between warning and first fine, especially due to the unordinary amount of rain and moisture in the last week. Additionally, the overgrowth on sidewalk was observed. One patch of grass to the left of the house is overgrown, but no other areas.

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Excessive Growth citation and received the date of _____
When the Board of Public Works will consider my appeal.

Signature

[Handwritten Signature]

Date

10/25/17

For use by Public Works:

Date Appeal Received: _____ Received By: _____

Date Appeal Forwarded to Legal Department: _____

STAFF REPORT
Appeal of Noise Ordinance Citation #37762

Appellant Information:

Joshua Wright
585 S. Park Ridge Rd., Apt. 9101
Bloomington, Indiana
Date Appealed: 09/21/2017

Citation Information:

Issued: 09/14/2017
Officer: Detective Jeffrey Rodgers
Place: 585 S. Park Ridge Rd., Apt. 9101
For: Excessive Loud Noise from Residence

Officer's Description:

Dispatch received a noise complaint regarding 585 S. Park Ridge Rd., Apt. 9101, at approximately 10:59 p.m. on September 14, 2017. Detective Rodgers was enroute to 585 S. Park Ridge Rd., Apt. 9101, at approximately 11:35 p.m., to investigate the complaint. Upon arrival at approximately 11:42 p.m., Detective Rodgers could hear music while in the parking lot of the apartment complex. Upon entering the common area of the apartment unit, Detective Rodgers could hear the loud music coming from apartment 9101.

Detective Rodgers approached Mr. Wright and advised of his reason for being there. Mr. Wright cooperatively lowered the volume of the music that was the source of a noise complaint. Detective Rodgers then issued a notice of violation under ticket under #37762 to Mr. Wright.

Appellant's Description:

Mr. Wright appeals this notice of violation stating that they have played loud music before without any complaints, would have turned down the music had anyone asked them to do so, had no knowledge that it would be bothering anyone and they did not receive any prior warnings.

Analysis:

Law:

Bloomington Municipal Code requires the City to show:

1. That the noise complained of was unreasonable
2. That the noise was caused or allowed to occur by someone who controlled or occupied the property from which the noise originated.

The noise complained of was unreasonable:

- § 14.09.030(a) unreasonable noise shall mean sound that is of a volume, frequency, or pattern that disrupts, the comfort or repose of reasonable persons of ordinary sensitivities within the city of Bloomington, given the time of day or environment in which the sound is made.
- § 14.09.030(c)(4) states that it is legally sufficient evidence of a violation of this section when sound is clearly audible to a person with normal hearing from any place other than the premises from which the source of the sound is located, when the sound occurs between the hours of nine p.m. and seven a.m.

The noise was caused or allowed to occur by someone who controls or occupies the property from which the noise originated:

- § 14.09.030(b) specifies that the following people can violate the noise ordinance:
 - **A Person who makes the unreasonable noise,**
 - **A person who allows the unreasonable noise to be made in or on property occupied by the person, and/or**
 - **A person who allows the noise to be made in or on property controlled by the person.**

Facts:

- Detective Rodgers could hear the music from off the premises at or around 11:42 p.m. Mr. Wright lives at 585 S. Park Ridge Rd., Apt. 9101. Mr. Wright's own statement is an admission that the music was loud.

Conclusion:

- The facts establish that noise was audible from off premises between the hours of 9:00 p.m. and 7:00 a.m which makes the noise unreasonable. The ticket was issued to a person who, by ordinance, can be found to have violated this noise ordinance in that he lives at this residence.

Staff Recommendation:

- Deny the appeal and uphold the ticket as issued.
- This is Mr. Wright's first violation of this ordinance. A first time violator is subject to a fine of \$50.00, in accordance with BMC 14.09.070(b).

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
SUBPOENA**

**IN THE MATTER OF THE
APPEAL OF NOISE CITATION #37762**

**Joshua Wright
585 S. Park Ridge Rd., Apt. 9101
Bloomington, IN**

The Board of Public Works To:

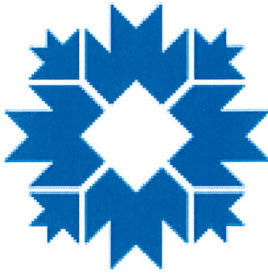
Officer Jeff Rodgers
Bloomington Police Department
220 E. Third St.
Bloomington, IN 47404

You are hereby summoned to appear and give testimony before the Board of Public Works during its regular meeting on the 14th day of November, 2017, at 5:30 p.m. in the Council Chambers at City Hall, 401 N. Morton St., Bloomington, Indiana, and to not depart without leave of the Board.

WITNESS this 14th day of November, 2017.



Christopher J. Wheeler, Atty. No. 18944-49
Assistant City Attorney
City of Bloomington
401 N. Morton/P.O. Box 100
Bloomington, IN 47402
(812) 349-3426



Appeal of Noise Citation to the Board of Public Works

City of Bloomington
Department of Public Works
401 North Morton Street, Suite 120
Phone (812)349-3410
Email: Public.Works@Bloomington.IN.gov

jojowrig@indiana.edu

Please complete this form in its entirety. Use black or blue ink only and Print legibly. A copy of the Noise citation you were issued **MUST** be attached to this form. You are encouraged to attach all documents that you believe support your appeal. **All of these documents must be submitted within seven (7) days** after the Noise citation was issued. The Board of Public Works will primarily consider the written materials submitted, including: this appeal form, documents you provide, a statement from the police officer including any complaints made, and staff recommendations. In addition, on the date given below, you will have the opportunity to speak to the Board for two minutes. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit within seven (7) days from the date of the Board's decision.

Name: Joshua Wright Phone Number (317) 777-4907

Citation Number: 37762 Date on Noise Citation: 9-14-2017

(Located in the top right hand corner of the citation)

Local Address:

585 South Park Ridge Rd,
Bloomington, IN

Permanent Address:

4510 Annels Circle, Greenwood,
IN

Today's Date: 9/21/2017

Reason for Appeal: No prior warning to receiving this
noise complaint from neighbors or officers. We have
played music loudly before, and we have never had
anyone request that we lower the volume. My roommate
and I would have gladly lowered the volume per request
from anyone who had asked us. We did not have
any knowledge that it would be bothering anyone.

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Noise citation and received the date of _____
When the Board of Public Works will consider my appeal.

Signature

Date

For use by Public Works:

Date Appeal Received: _____ Received By: _____

Date Appeal Forwarded to Legal Department: _____

09/28/17
17:41

BLOOMINGTON POLICE DEPARTMENT
CALL DETAIL REPORT

302
Page: 1

Call Number: 170914370

Nature: NOISE
Reported: 22:59:32 09/14/17
Rcvd By: BENNETT L How Rcvd: T
Occ Btwn: 22:59:32 09/14/17 and 22:59:32 09/14/17
Type: 1
Priority: 2

Address: 585 S PARK RIDGE RD; APT 9101
City: BLOOMINGTON

Alarm:

COMPLAINANT/CONTACT

Complainant: , Name#:
Race: Sex: DOB: **/**/**
Address: ,
Home Phone: Work Phone:

Contact: ~~XXXXXXXXXXXX~~
Address: ~~XXXXXXXXXXXX~~
Phone: ~~XXXXXXXXXXXX~~

RADIO LOG

Dispatcher	Time/Date	Unit	Code	Zone	Agnc	Description
RODGERS J	23:35:08 09/14/17	1477	ER	LB3	BPD	(MDC) Enroute to a call incid#=B17-37800 call=3141
RODGERS J	23:42:29 09/14/17	1477	AR	LB3	BPD	(MDC) Arrived on scene incid#=B17-37800 call=3141
RODGERS J	23:50:04 09/14/17	1477	CE	LB3	BPD	(MDC) Completed call incid#=B17-37800 call=3141

COMMENTS

LOUD PARTY
23:47:07 09/14/2017 - SOUTHERN V
neg rol wright,joshua
23:50:03 09/14/2017 - RODGERS J
1 cite 1 advise

UNIT HISTORY

Unit	Time/Date	Code
1477	23:35:08 09/14/17	ER
1477	23:42:29 09/14/17	AR
1477	23:50:04 09/14/17	CE

09/28/17
17:41

BLOOMINGTON POLICE DEPARTMENT
CALL DETAIL REPORT

Page: 302
2

RESPONDING OFFICERS

Unit Officer

1477 HOLMES J
1477 RODGERS J

INVOLVEMENTS

Type Record# Date Description Relationship

LW B17-37800 09/14/17 NOISE B17-37800 585 S PARK R Initiating Call

COUNTY OF MONROE
CITY OF BLOOMINGTON
ORDINANCE VIOLATION

NO. 37762

The undersigned having probable cause to believe and being duly sworn upon his/her oath says that on:

Day of Week Thur	Day 14	Month 09	Year 17	Time 11:43
Last Name Wright			First Joshua	MI 5
Street Address 4510 Amelo Cir				D.O.B. 6-15-96
City Greenwood			State IN	Zip Code 46142
Sex M	Race W	SSN/OLN 3620-18-1375		

DID COMMIT THE FOLLOWING OFFENSE:

OR

Excessive Loud Noise

☒ Residence ☐ Vehicle

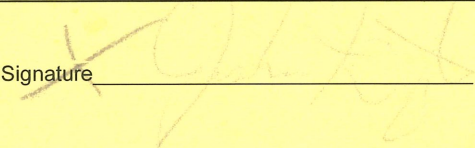
Contrary to the BMC § 14.09.030

at 585 S. Park Ridge 9101, Bloomington, IN.

Officer's Signature 	I.D. No. 1477
--	------------------

City of Bloomington, Indiana

Date 9-17-17

Signature 

Your signature is not an admission of guilt.

SEE OTHER SIDE FOR ADDITIONAL INFORMATION

City of Bloomington's Board of Public Works

Decision on Appeal of Noise Citation #37762

On September 14, 2017, the City of Bloomington Police Department issued Noise Citation #37762 to Joshua Wright. This Noise Citation was appealed to the Board of Public Works within the requisite seven days of issuance of the ticket. The Board of Public Works heard testimony and/or received evidence regarding this Noise Citation on Tuesday, November 14, 2017. The Board of Public Works finds as follows:

1. At approximately 10:59 p.m. a noise complaint was filed against Mr. Joshua Wright. More than fifteen minutes later, and at approximately 11:42 p.m, Officer Jeff Rodgers arrived on scene at Joshua Wright's apartment #9101 of the building located at 534 S. Park Ridge Road, Bloomington, IN. Officer Rodgers, upon arrival could clearly hear the audible sound of loud music coming from apartment #9101 of the building located at 534 S. Park Ridge Road.
2. The music could be heard from off premises between the hours of 9:00 p.m. and 7:00 a.m., making the noise unreasonably loud.
3. Mr. Wright lives at apartment #9101 of the building located at 534 S. Park Ridge Road, Bloomington, IN was his rental unit.

After reviewing all of the evidence and testimony presented, the Board of Public Works hereby:

_____ Upholds said Noise Citation in the amount of \$50.00.

_____ Voids said Noise Citation.

So ordered this 14th day of November, 2017

Kyla Cox Deckard, President
Board of Public Works
City of Bloomington

The Board of Public Works meeting was held on Tuesday, October 17, 2017 at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Dana Palazzo

ROLL CALL

City Staff: Michael Arnold– Housing and Neighborhood
Development
Matt Smethurst – Planning and Transportation
Adam Wason – Public Works
Andrew Cibor– Planning and Transportation
Daniel Backler – Planning and Transportation
Virgil Sauder – Animal Care and Control
Jackie Moore – City Legal

None

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

**OPEN SEALED BIDS
AND QUOTES**

Cox Deckard opened the sealed Bids for 4th St. Garage Power System Replacement Project. Bids were received from the following companies:

**Open Sealed Bids for
4th St. Garage Power
System Replacement
Project**

- James Babcock Inc.: \$166,300
- Electric Plus Inc.: \$153,000
- Cassady Electrical Contractors: \$134,990
- Connect Electric Inc.: \$191,000
- Banta Electrical Contractors Inc.: \$ 192,000

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

**TITLE VI
ENFORCEMENT**

Mike Arnold, with Housing and Neighborhood Development, presented the request to Abate the Property at 1100 W. 10th St. See meeting packet for further details.

Permission to Abate the Property at 1100 W. 10th St.

Palazzo made a motion to approve the request to Abate the Property at 1100 W. 10th St. Cox Deckard seconded. The motion passed. Abatement approved.

1. Approval of Minutes-October 3, 2017
2. Resolution 2017-91: Allow Mobile Vendor to Renew License to Operate in the Public Right-of-Way (Cuahuizo-Group dba Juannitas)
3. Resolution 2017-92: Allow Mobile Vendor to Renew License to Operate in the Public Right-of-Way (Pili's Party Taco)
4. Resolution 2017-94: Use of City Streets for Parks Holiday Market and Carriage Rides (Saturday, 11/25)
5. Resolution 2017-80: Use of City Streets for Village Deli/Soma 5K Run and Walk (Saturday, 11/11)
6. Approval of Payroll for 10/13/17 in the amount of \$388,720.28

CONSENT AGENDA

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

NEW BUSINESS

Arnold presented Resolution 2017-95: Uphold Order to Seal and Vacate Unsafe Structure at 105 W. Southern Dr. See meeting packet for further details.

**Resolution 2017-95:
Uphold Order to Seal and
Vacate Unsafe Structure
at 105 W. Southern Dr.**

Cox Deckard asked if notices were sent to the son of the deceased owner.

Arnold confirmed. He explained the son is aware of staff's requests.

Palazzo made a motion to approve Resolution 2017-95: Uphold Order to Seal and Vacate Unsafe Structure at 105 W. Southern Dr. Cox Deckard seconded. The motion passed. Resolution 2017-95 approved.

Matt Smethurst, with Planning and Transportation, presented the request to Award the Tapp & Rockport Rd. Right-of-Way Clearing Contract to J.R Ellington Tree Experts. See meeting packet for further

**Award Tapp & Rockport
Rd. Right-of-Way
Clearing Contract to J.R**

details.

Ellington Tree Experts

Palazzo made a motion to approve the request to Award the Tapp & Rockport Rd. Right-of-Way Clearing Contract to J.R Ellington Tree Experts. Cox Deckard seconded. The motion passed. Contract approved.

Smethurst presented Change Order #2 for 2nd St. & College Rd. Intersection Modernization Project. See meeting packet for further details.

Approve Change Order #2 for 2nd St. & College Ave. Intersection Modernization Project

Palazzo made a motion to approve Change Order #2 for 2nd St. & College Ave. Intersection Modernization Project. Cox Deckard seconded. The motion passed. Change order approved.

Adam Wason, with Public Works, presented Amendment #1 to Agreement with Al Warren Oil, Heritage Petroleum, Petroleum Traders, and White River Co-Op, for Purchase and Delivery of Fuel. See meeting packet for further details.

Approve Amendment #1 to Agreement with Al Warren Oil, Heritage Petroleum, Petroleum Traders, and White River Co-Op, for Purchase and Delivery of Fuel

Palazzo made a motion to approve Amendment #1 to Agreement with Al Warren Oil, Heritage Petroleum, Petroleum Traders, and White River Co-Op, for Purchase and Delivery of Fuel. Cox Deckard seconded. The motion passed. Contract approved.

Ryan Daily, with Parking Garage Operations, presented the Contract with CE Solutions for Assessment of Structural Conditions for All Parking Garages. See meeting packet for further details.

Approve Contract with CE Solutions for Assessment of Structural Conditions for All Parking Garages

Cox Deckard and Wason expressed their support of this assessment.

Palazzo made a motion to approve the Contract with CE Solutions for Assessment of Structural Conditions for All Parking Garages and to allow a bid opening at a later date. Cox Deckard seconded. The motion passed. Contract approved.

Daily presented Change Order #1 with Ankriss Services for 4th St. Skywalk Renovation Project. See meeting packet for further details.

Approve Change Order #1 with Ankriss Services for 4th St. Skywalk Renovation Project

Wason explained that as the 30-year-old layers of skywalk have been removed, several issues have been discovered.

Daily added that the windows in the skywalk will need to be assessed for leaks, as this issue could negate the project's warranties.

Wason added that staff is trying to complete this project before the holidays. However, another change order may occur regarding the caulking. This issue may need to go through an emergency approval

process. He commended Ankriss Services for their diligence in investigating the root cause of some of the skywalk's issues.

Palazzo made a motion to approve Change Order #1 with Ankriss Services for 4th St. Skywalk Renovation Project. Cox Deckard seconded. The motion passed. Change order approved.

Smith provided the following announcements:

- Plan Commission: Cox Deckard will be appointed to serve as a proxy at the next Plan Commission meeting in place of the Board's current appointment, Heather Maritano.
- Sanitation Modernization: Staff has received more than 1,500 requests to exchange carts. There is a delay in the manufacturing of carts due to the hurricane in Texas. Carts are expected to arrive within the next 6 weeks. He explained that residents will be charged for the cart they received on the first water bill, and for the smaller sized cart on the next bill.
- Sidewalk Repairs Contract: He updated the Board on Groomer Construction's progress. They completed 80 Roll curbs, 2 handicap ramps, 595 feet of sidewalks, 1 alley entrance, and 1 drive entrance.
- Outdoor Seating Permits: The following business received permits- Laughing Planet Cafe (322 E. Kirkwood) and Tracks (415 E. Kirkwood).

Palazzo moved to approve the Claims Register for 8/1/17 – 10/20/17 in the amount of \$1,802,332.79. Cox Deckard seconded the motion. The motion passed. Claims approved.

Cox Deckard called for adjournment. Meeting adjourned at 6:13 p.m.

STAFF REPORTS & OTHER BUSINESS

APPROVAL OF CLAIMS

ADJOURNMENT

Accepted by:

Kyla Cox Deckard, President

Kelly Boatman, Vice-president

, Temporary Member

Date:

Attest to:

The Board of Public Works meeting was held on Tuesday, October 31, 2017 at 3:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Adam Wason

ROLL CALL

City Staff: Matt Smethurst – Planning and Transportation
Andrew Cibor– Planning and Transportation
Nate Nickel – Public Works
Christina Smith – Public Works
Valerie Hosea – Public Works
Jackie Moore – City Legal

Adam Wason, Temporary Board Member for the evening, thanked Dana Palazzo for her service. The Board will be looking a temporary replacement until Palazzo can return in December.

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

1. Resolution 2017-96: Allow Mobile Vendor to Renew License to Operate in the Public Right-of-Way (Wagon Wheel)
2. Resolution 2017-97: Allow Mobile Vendor to Renew License to Operate in the Public Right-of-Way (Wever's Smoke Eaters BBQ)
3. Approval of Payroll for 10/27/17 in the amount of \$394,968.57.

CONSENT AGENDA

Wason made a motion to approve the items on the Consent Agenda. Cox Deckard seconded. The motion passed. Consent Agenda approved.

NEW BUSINESS

Matt Smethurst, with Planning and Transportation, presented Change Order #1 for Allen Street/Walnut Street and 4th Street/Rogers Street Intersection Improvements Project. See meeting packet for further details.

Approve Change Order #1 for Allen Street/Walnut Street and 4th Street/Rogers Street Intersection Improvements Project

Cox Deckard asked residents to be observant of the new signals and those attempting to cross at these intersections.

Smethurst explained there were issues with utility infrastructure that needed to be repaired.

Wason supported this change.

Wason made a motion to approve Change Order #1 for Allen Street/Walnut Street and 4th Street/Rogers Street Intersection Improvements Project. Cox Deckard seconded. The motion passed. Change order approved.

Nate Nickel, with Public Works, presented the Agreement with Snedegar Construction, Inc for Water Service Installation and Existing Water Line Repairs Project. See meeting packet for further details.

Approve Agreement with Snedegar Construction, Inc for Water Service Installation and Existing Water Line Repairs Project

Wason added that staff has been working on this for quite some time. He thanked everyone for their work.

Wason made a motion to approve the Agreement with Snedegar Construction, Inc. for Water Service Installation and Existing Water Line Repairs Project. Cox Deckard seconded. The motion passed. Contract approved.

Nickel presented Resolution 2017-98: Approve Rate Adjustment for the 1st Month's Billing for the Sanitation Modernization Program. See meeting packet for further details.

Resolution 2017-98: Approve Rate Adjustment for the 1st Month's Billing for the Sanitation Modernization Program

Cox Deckard asked Nickel to clarify the billing for the month of November.

Nickel explained that the fee for the cart size that residents have selected will be added to their water bill for November. This bill will be delivered in December.

Wason added that there were some delays initially from the

manufacturer due to the volume of exchange requests. He explained that he felt that this rate change would result in the most fair solution for the community during this transition period.

Cox Deckard said she appreciated all of the work that went into this program.

Wason made a motion to approve Resolution 2017-98: Approve Rate Adjustment for the 1st Month's Billing for the Sanitation Modernization Program. Cox Deckard seconded. The motion passed. Resolution 2017-98 approved.

Wason provided the following announcements:

- Sanitation Modernization: Trash cart exchanges will begin next week. He thanked staff for their work with this transition.
- Residents may notice construction at various City buildings while contractors are installing the solar paneled roof tops.

Wason made a motion to appoint Cox Deckard to the Plan Commission for the November meeting.

Wason moved to approve the Claims Register for 10/18/17 – 11/3/17 in the amount of \$1,190,606.15. Cox Deckard seconded the motion. The motion passed. Claims approved.

Cox Deckard called for adjournment. Meeting adjourned at 3:55 p.m.

**STAFF REPORTS &
OTHER BUSINESS**

**APPROVAL OF
CLAIMS**

ADJOURNMENT

Accepted by:

Kyla Cox Deckard, President

Kelly Boatman, Vice-president

, Temporary Member

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Canopy of Lights

Petitioner/Representative: Downtown Bloomington, Inc.

Staff Representative: Sean Starowitz

Meeting Date: November 14, 2017

Event Date: November 24, 2017

Report: The Canopy of Lights is an annual event sponsored by Downtown Bloomington, Inc., and is free and open to the public. This would be the 32nd year for the event. Downtown Bloomington, Inc. is requesting that Kirkwood Avenue between College Avenue and Walnut Streets be closed on Friday, November 24th, to vehicular traffic and parking between 3:00 p.m. and 9:00 p.m. City Parks and Recreation will be providing the stage for the event and four spaces in front of Fountain Square Mall are being requested for stage setup. Parks will remove the stage by 9:00 a.m. on Saturday morning following the event. It is anticipated this event will attract 5000 participants to the Downtown area.

The resolution includes a noise waiver for amplified music and remarks.

Recommend X Approval by Sean Starowitz

**BOARD OF PUBLIC WORKS
RESOLUTION 2017-99**

Canopy of Lights

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise city streets; and

WHEREAS, Downtown Bloomington, Inc., (hereinafter "Sponsor") is desirous of closing Kirkwood Avenue to traffic and parking between Walnut Street and College Avenue for activities in conjunction with the Canopy of Lights on the downtown square; and

WHEREAS, Sponsor has agreed to provide all traffic control as deemed necessary and as instructed by the City of Bloomington Planning and Transportation Department and/or Bloomington Police Department and to incur the complete cost; and

WHEREAS, Sponsor has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that Kirkwood Avenue between Walnut Street and College Avenue be temporarily closed to parking and to traffic from 3:00 p.m. until 9:00 p.m., Friday, November 24, 2017, and for the general public to occupy the streets, Friday, November 24, 2017 from 6:00 p.m. until 9:00 p.m. while watching the entertainment and lighting of the downtown square.
2. The City of Bloomington will provide and set up water barriers at or around 3:00 p.m. on November 24, 2017. Water barriers will be removed as part of clean-up.
3. The stage for this event will be placed in four parking spaces on the south side of Kirkwood Avenue at 8:00 a.m., Wednesday, November 22, and be removed by 9:00 a.m. on Saturday, November 25, 2017.
4. Sponsor shall be responsible for posting temporary "no parking" signs at least 24 hours in advance of the stage placement on Kirkwood Avenue. Sponsor shall also be responsible for posting temporary "no parking" signs at least 24 hours in advance of the street closure. Temporary "no parking" signs may be obtained from the City's Department of Public Works.
5. Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain from any and all appropriate entities the necessary permission to use private property.

RESOLUTION 2017-99

6. Sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 9:00 p.m., Friday, November 24, 2017. Clean-up shall include removal of any temporary “no parking” signage.
7. That by granting permission to utilize City property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of the event.
8. Sponsor shall be responsible for notifying the general public in advance by notice to the press, Bloomington and IU Transits, local cab companies and all emergency services 48 hours prior to the event and the fact that vehicular traffic may be temporarily delayed at times.
9. That in consideration for the use of the City’s property and to the fullest extent permitted by law, Downtown Bloomington Inc., for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
10. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS _____ DAY OF NOVEMBER, 2017.

BOARD OF PUBLIC WORKS:

DOWNTOWN BLOOMINGTON, INC.

Kyla Cox Deckard, President

Signature

Kelly M. Boatman, Vice-President

Printed Name

Dana Palazzo, Secretary

Position

RESOLUTION 2017-99

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/9/2017	Payroll				392,206.21
					<u>392,206.21</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 \$ 392,206.21

Dated this _____ day of _____ year of 20_____.

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

Fiscal Office_____



Board of Public Works Staff Report

Project/Event: Resolution to uphold the Order to Remove the structure located at 2903 W 3rd St
Petitioner/Representative: Housing and Neighborhood Development
Staff Representative: Michael Arnold
Date: 14 November 2017

Report:

27 October 2017	Received complaint regarding debris from fire still on site
30 October 2017	Issued Order to Remove the structure
01 November 2017	Staff report written

HAND received a complaint regarding an unsafe structure at this location. During a drive by inspection it was noted that part structure and debris remain from the fire of 24 June 2017. HAND is requesting the Board uphold the Order to Remove to bring the property into compliance with Title 17 of the Bloomington Municipal Code.

Recommendation and Supporting Justification:

Recommend ☒ Approval ☐ Denial by:

30 October 2017

Don L. Bounds Trust
8937 S Old SR 37
Bloomington IN 47403

**UNSAFE BUILDING
ORDER TO REMOVE**

RE: Structure(s) located at 2903 W. 3rd St., Bloomington, Indiana 47403
Legal description of relevant property: 015-65200-00 Bill Brown Sec 1 Lot 1

You are the recorded owner of the aforementioned property ("Property"). A recent inspection determined the Property to contain an unsafe structure(s) and revealed violations of Bloomington Municipal Code ("B.M.C.") Chapter 17.16 and Indiana Code ("I.C.") Chapter 36-7-9. Pursuant to B.M.C. Chapter 17.16 and I.C. § 36-7-9-5(a)(2), you are hereby **ORDERED to REMOVE THE STRUCTURE and Debris** at the above-referenced property within **60** days, to wit: by 12 midnight local time on **30 November, 2017**. This Order to Remove expires 30 November 2019.

The following actions must be taken to comply with this Order:

- 1. Contact the Monroe County Building Department to determine if a Demolition Permit is required to remove the remaining portion of the structure and the debris on site,**
- 2. Remove the remaining portion of the fire damaged structure and all remaining debris remaining on the site,**
- 3. Contact Housing and Neighborhood Development (HAND) upon completion of the work**

The structure referenced above is being declared unsafe in accordance with B.M.C. Chapter 17.16 and I.C. § 36-7-9-4(a) and this **ORDER TO REMOVE** is being issued as a result of inspection(s) conducted by HAND on 30 October , 2017. The inspection(s) revealed that the property is:

- ☐ In an impaired structural condition that makes it unsafe to a person or property;
- ☐ A fire hazard;
- ☐ A hazard to the public health;
- ☐ A public nuisance;
- ☐ Dangerous to a person or property because of a violation of the below listed statute
or ordinance concerning building condition or maintenance:
; and/or

- ☐ Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of the below listed statute or ordinance:

The law requires a hearing be held before this Order can go into effect. To that end, a hearing will be conducted by the City of Bloomington's ("City") Board of Public Works ("Board") at **5:30 p.m. local time on 14 November, 2017**. The hearing will take place in the City's Common Council Chambers, located at 401 North Morton Street, Bloomington, Indiana. You or your legal counsel may present evidence, cross-examine witnesses, and present arguments at this hearing.

Failure to comply with this Order by the deadline(s) imposed may result in the City issuing citations for violations of the B.M.C., civil penalties being assessed against you, a civil suit being filed against you, the City making the necessary repairs (either by itself or via the use of an independent third-party contractor) and placing a lien on the Property to recover costs associated with this action, and/or demolition of the Property.

You must notify the City's HAND Department within five (5) days if you transfer title, or if another person or entity agrees to take a substantial interest in the Property. This notification shall include the full name, address and telephone number of the person or entity taking title of or substantial interest in the Property. The legal instrument used in the transfer must also be supplied to the HAND Department. Failure to comply with this notification requirement may render you liable to the City if a judgment is entered for the failure of the City to provide notice to persons holding an interest in the Property.

If you have questions regarding this Order, please feel free to contact Neighborhood Compliance Officer Mike Arnold during normal business hours at the address, telephone number, and/or email herein provided:

Michael Arnold
Neighborhood Compliance Officer
Housing & Neighborhood Development Department (HAND)
401 N. Morton Street/P.O. Box 100
Bloomington, Indiana 47402
(812) 349-3401
arnoldm@bloomington.in.gov.

Doris Sims, Director
City of Bloomington
Housing & Neighborhood Development (HAND)
401 N. Morton Street/P.O. Box 100
Bloomington, Indiana 47402
2903 W. 3rd St.
30 October 2017

Date



BOARD OF PUBLIC WORKS
RESOLUTION 2017 – 100
Unsafe Order to Remove Structure
Unsafe Property at 2903 W. 3rd St., Bloomington, Indiana

WHEREAS, the City of Bloomington Housing and Neighborhood Development (“HAND”) inspected 2903 W. 3rd St., Bloomington, Indiana ("Property") and legally described as 015-65200-00 Bill Brown Sec 1 Lot 1, on the 30th Day of October, 2017, and found the property to be unsafe as defined by both Indiana Code § 36-7-9 and Chapter 17.16 of the Bloomington Municipal Code; and

WHEREAS, HAND issued an Unsafe Building Order to Remove on the 30th Day of October, 2017, to the Owner of record for the Property, and those individuals or corporate entities who are believed to have a substantial interest in the Property, in accordance with the rules and procedures outlined in Indiana Code § 36-7-9-9 and Bloomington Municipal Code Section 17.16.070; and

WHEREAS, the Board of Public Works has heard testimony and reviewed evidence on this Order.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Public Works Hereby:

- ☐ Affirms the Order issued by HAND on the 30th day of October, 2017.
- ☐ Rescinds the Order issued by HAND on the 30th day of October, 2017.
- ☐ Modifies the Order issued by HAND on the 30th day of October, 2017. The modification of HAND's original Order is less stringent and now requires the property owner to take the following actions:

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

BY: _____
Kyla Cox Deckard, President

STATE OF INDIANA)
) **SS:**
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Kyla Cox Deckard, President of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing Resolution as a voluntary act and deed.

WITNESS, my hand and notarial seal this ____ day of _____, 2017.

My Commission Expires: _____

Resident of _____ County

Notary Public Signature

Printed Name of Notary



Board of Public Works Staff Report

Project/Event: Krampus Rampage & Bazaar 2017

Staff Representative: Sean Starowitz

Petitioner/Representative: Kel McBride/Krampus Legend and Arts Workshop

Date: November 14, 2017

Report: Krampus Legend and Arts Workshop will be hosting their Krampus Night 2017 on Saturday, December 2, 2017 with a variety of events in downtown. This is the 6th year for this event and participation has grown considerably each year, with 4,000 participants expected this year.

They will be staging the event at the Convention Center parking lot, travelling a short distance on the B-line Trail then onto Madison Street. They are requesting the temporary closure of Madison Street between W. 4th to W. 7th Street, West 7th Street from Madison to Morton Street, and Morton to the drive into Showers Common. The parade will occur between 6:00 p.m. to 6:30 p.m., and they request that they be allowed to close the streets at 5:00 p.m. for set up and commit to having it opened back up by 6:45 p.m. as a collapsing closure except West 7th Street from Madison to Morton Street, and Morton to the drive into Showers Common. Which will be open by 8:30 p.m. They are requesting the use of Showers Common from 3:00 p.m. to 8:30 p.m. for a bazaar which will include food trucks, games and other activities. As part of these events they are also requesting a Noise Permit.

Recommendation:

Recommend ☒ **Approval** ☐ **Denial by** Sean Starowitz

**BOARD OF PUBLIC WORKS
RESOLUTION 2017-102**

KRAMPUS RAMPAGE & BAZAAR 2017

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise City streets and municipal parking lots; and

WHEREAS, the City has committed itself to promoting the arts; and

WHEREAS, the Krampus Legend and Arts Workshop (“KLAW”), is desirous of using City property which includes a portion of the B-line Trail from the staging area in the Convention Center Parking Lot, Showers Common, Madison Street from W. 4th Street to W. 7th Streets, West 7th Street to Madison Street to host parade and festival-type activities, on Saturday, December 2, 2017, and

WHEREAS, Sponsor has agreed to provide all traffic control as deemed necessary and as instructed by Bloomington Planning and Transportation Department and/or Bloomington Police Department and to incur the complete cost; and

WHEREAS, KLAW has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

NOW, THEREFORE, BE IT RESOLVED:

1. That Showers Common will be closed from 3:00 p.m. until 8:30 p.m., and Madison Street from W. 4th Street to W. 7th Streets, West 7th Street to Morton Street, and Morton Street to West 8th Street shall be temporarily closed to traffic and parking from 5:00 p.m. until 8:00 p.m. on Saturday, December 2, 2017 for KLAW Night 2017 festivities.
2. That artists, performers, craftspersons and vendors who have not received explicit authorization from KLAW, or their representatives or agents, to participate in the KLAW shall not be permitted to utilize the closed off portions areas outlined above for the purposes of performing, displaying, producing or selling items or goods.
3. That KLAW shall post "no parking" signs on parking meters, signs and at Showers Common at least 24 hours in advance of the closing. Temporary “No Parking” signs may be obtained from the City of Bloomington Department of Public Works and shall be affixed as instructed by City Staff.
4. That KLAW shall be responsible for placement and removal of type 3 barricades. KLAW is responsible for contacting the City of Bloomington Planning and Transportation Department for instructions on the placement of said barricades. KLAW agrees to obtain at its own expense and place barricades to close Showers Common not before 3:00 p.m. and to remove barricades by 8:30 p.m. on Saturday, December 2, 2017 and barricades to close streets not before 5:00 p.m. and to remove barricades by 8:00 p.m. on Saturday, December 2, 2017.
5. The sponsors will be responsible for removing all trash, picking up litter including cigarette

RESOLUTION 2017-102

butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any "No Parking" signs posted as part of the event. Cleanup shall be completed by 8:30 p.m. on Saturday, December 2, 2017.

6. That by granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
7. KLAW shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice (at least 48 hours in advance).
8. That _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.
9. In consideration for the use of the City's property and to the fullest extent permitted by law, KLAW, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

ADOPTED THIS _____ DAY OF _____, 2017.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Kelly M. Boatman, Vice- President

Dana Palazzo, Secretary

AGREED TO THIS _____ DAY OF _____, 2017.

KLAW

Signature

Printed Name and Title



CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION

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

812-349-3410

Department of Public Works

1. Applicant Information

Contact Name:	KEL MCBRIDE		
Contact Phone:	812-322-3754	Mobile Phone:	
Title/Position:	DIRECTOR		
Organization:	KRAMPOS LEGEND + ARTS WORKSHOP		
Address:	904 W. 7 th ST		
City, State, Zip:	BLGTN. IN 47404		
Contact E-Mail Address:	kelly.e.mcbride@gmail.com		
Organization E-Mail and URL:	N/A		
Org Phone No:	N/A	Fax No:	N/A

2. Any Key Partners Involved (including Food Vendors if applicable)

Organization Name:	DONER KEBABS		
Address:	3800 E. MAC CRACKEN WAY		
City, State, Zip:	BLGTN, IN 47408		
Contact E-Mail Address:			
Phone Number:	812-219-1956	Mobile Phone:	
	HAMID		
Organization Name:	THE BIG CHEESE		
Address:	2361 RAPPEL AVE		
City, State, Zip:	BLGTN. IN 47404		
E-Mail Address:			
Phone Number:	317-908-8300	Mobile Phone:	
	CORY		
Organization Name:	WEVER'S SMOKE EATERS BBQ		
Address:	313 DEPOT ST.		
City, State, Zip:	ELLETTSVILLE, IN		
E-Mail Address:	WEV726@YAHOO.COM		
Phone Number:	812-360-7528	Mobile Phone:	

FOLLOWING: *Moving Events – Use and/or Closure of City Streets/Sidewalks*

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

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

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

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

8.

CHECKLIST

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

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
	Economic & Sustainable Development		
	Bloomington Police		
	Bloomington Fire		
	Planning & Transportation		
	Transit		
	Public Works		
	Board of Public Works		

Addresses along Full Krampus Parade Route
(Including cross street corners)
Starting at City Hall

W. 8th St.
415 N. College Ave.
200 N. Morton St.
206 N. Morton St.
216 N. Morton St.
301 N. Morton St.
304 N. Morton St.
312 N. Morton St.
501 N. Morton St.
214 W. 7th St.
301 W. 7th St.
311 W. 7th St.
400 W. 7th St. (Handicap Parking in front of Creamery)
401 W. 7th St.
415 W. 7th St.
210 N. Madison St.
211 N. Madison St.
212 N. Madison St.
216 N. Madison St.
316 W. 6th St.
321 W. 6th St.
401 W. 6th St.
402 W. 6th St.
217 W. Kirkwood Ave.
314 W. Kirkwood Ave.
403 W. Kirkwood Ave.
404 W. Kirkwood Ave.
308 E. 4th St.
314 W. 4th St.
116 S. Madison St.
200 S. Madison St.
205 S. Madison St.
216 S. College Ave.

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input checked="" type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	DECEMBER 2 nd , 2017	
Time of Event:	Date: 12.2.17 Start: 5p	Date: 12.2.17 End: 7p
Setup/Teardown time Needed	Date: 12.2.17 Start: 3p	Date: 12.2.17 End: 8:30p
Calendar Day of Week:	SATURDAY	
Description of Event:	3:00 SHOWERS COMMONS CLOSED 3:30 STREETS CLOSED 5:00 BAZAR OPEN 6-6:30 PARADE 7:00 BAZAR CLOSES 8:00 STREETS OPEN 8:30 SHOWERS COMMON OPENS	
Expected Number of Participants:	100 STAFF 3,500 GUESTS	Expected # of vehicles (Use of Parking Spaces to close):

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

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> The starting point shall be clearly marked The ending point shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)
<input type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> Determine if No Parking Signs will be required
<input type="checkbox"/>	Noise Permit application

IF YOUR EVENT IS A **RUN/WALK/PARADE**, YOU ARE REQUIRED TO SECURE AND ATTACHED THE



Hello Neighbors,

The **Krampus Legend and Arts Workshop (KLAW)** are proud to welcome the Bloomington Krampus back to the Near West Side and downtown area for their sixth annual visit. On **Saturday, December 2nd, from 5:00-7:00pm**, festivities will be held on Madison Street between 3rd and 7th Street, 7th Street between Madison and Morton, on Morton from 7th to 8th Street and at the Showers Commons.

We understand how much of a disruption it can be to some of our neighbors and neighborhood businesses, so we thank you in advance for the tolerance you can offer as our event "roars" through the area. Anticipate increased traffic, street closures, and parking needs similar to that of the Farmer's Market.

The volunteers of KLAW strive to create a positive, safe, and fun event for all. The organization provides hired security, including off-duty officers, to legally close the street and a clean-up crew to ensure that we leave our neighborhood in a tidy manner.

If you have any concerns or suggestions for the future please feel free to contact us at kelly.e.mcbride@gmail.com we want to be good neighbors – and we are; the KLAW organization includes many long term Near West Side homeowners.

We hope you can join us for the festivities, be ye Naughty or Nice!

NOTICE OF PUBLIC HEARING

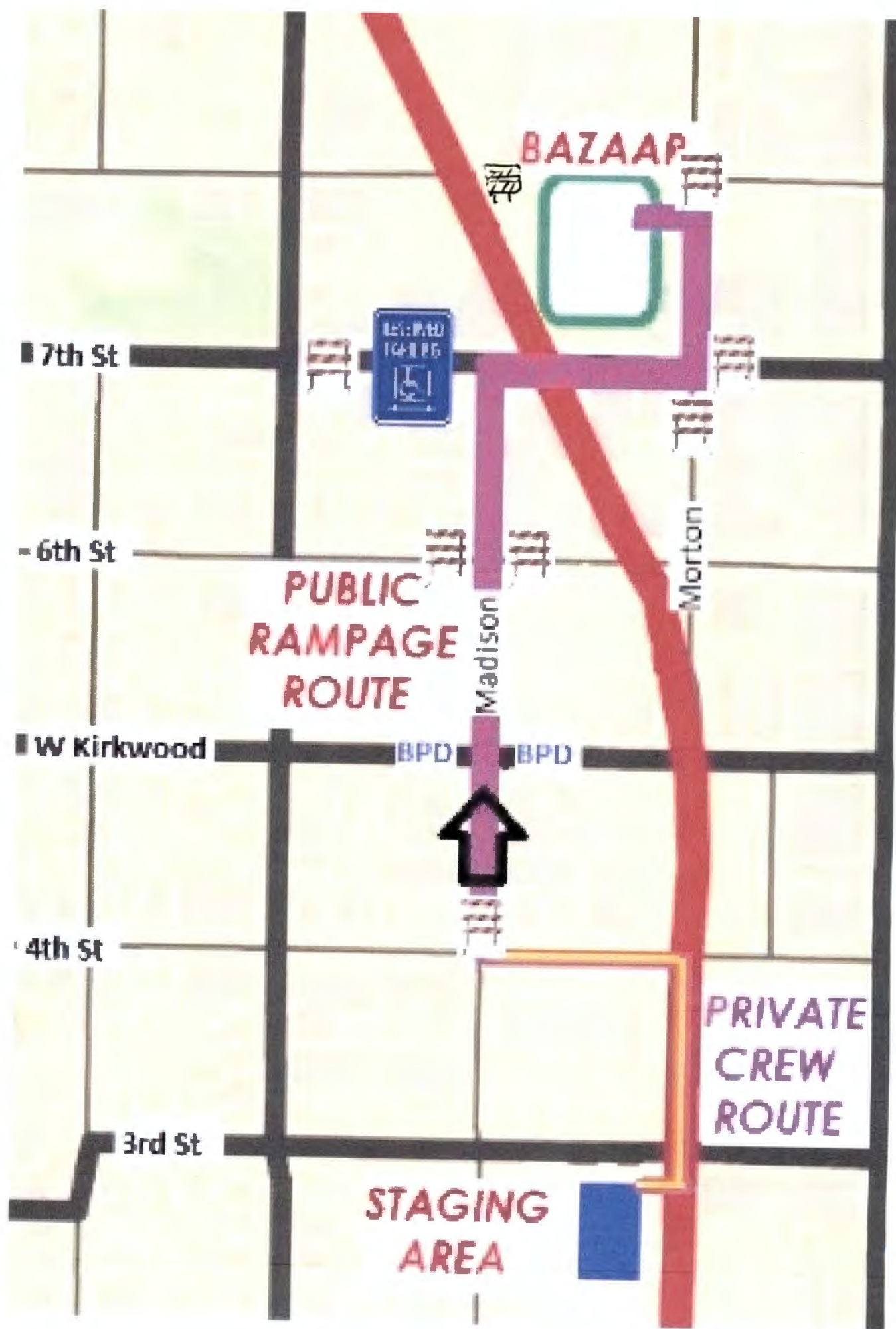
The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for Krampus Night.

The Board of Public Works meeting to hear this request will be November 14th, 2017. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m.

The proposal for Krampus Night will be on file and may be examined in the Public Works office on the Friday prior to the Tuesday November 14th, 2017 meeting.

All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS - CITY OF BLOOMINGTON, INDIANA
PETITIONER: Kel McBride, Krampus Legend and Arts Workshop
DATE: 10.31.17





Board of Public Works Staff Report

Project/Event: Adopt-A-Road Program

Petitioner/Representative: Monroe County Solid Waste District

Staff Representative: Christina Smith

Meeting Date: November 14, 2017

Monroe County Solid Waste District manages the Adopt A Road Program that started in 1996 which includes City Streets and has requested that the following street sections be added to the program for future adoptions:

1. *South Rogers Street between West Country Club Drive and South Rockport Road*
2. *South Rogers Street between South Rockport Road and West Patterson Drive*
3. *South Rogers Street between West Patterson Drive and West 2nd Street*
4. *East 2nd Street between South High Street and South College Mall Road*
5. *North Madison Street between West 11th Street and West 17th Street*
6. *North Kinser Pike between West 17th Street and West Gourley Pike*
7. *North Old State Road between North College Avenue and Lower Cascades Park*
8. *North Old State Road between Lower Cascades Park and North Walnut Street*

The District ask organizations to complete up to four (4) litter clean ups each year and commit to keeping the adopted roadway clean for two years. The District also furnishes safety training, equipment, and arranges for collection and disposal of the litter after each scheduled clean up. City Risk Management Division has evaluated these street sections and did not find any liability issues that would prohibit them from being included into the program.

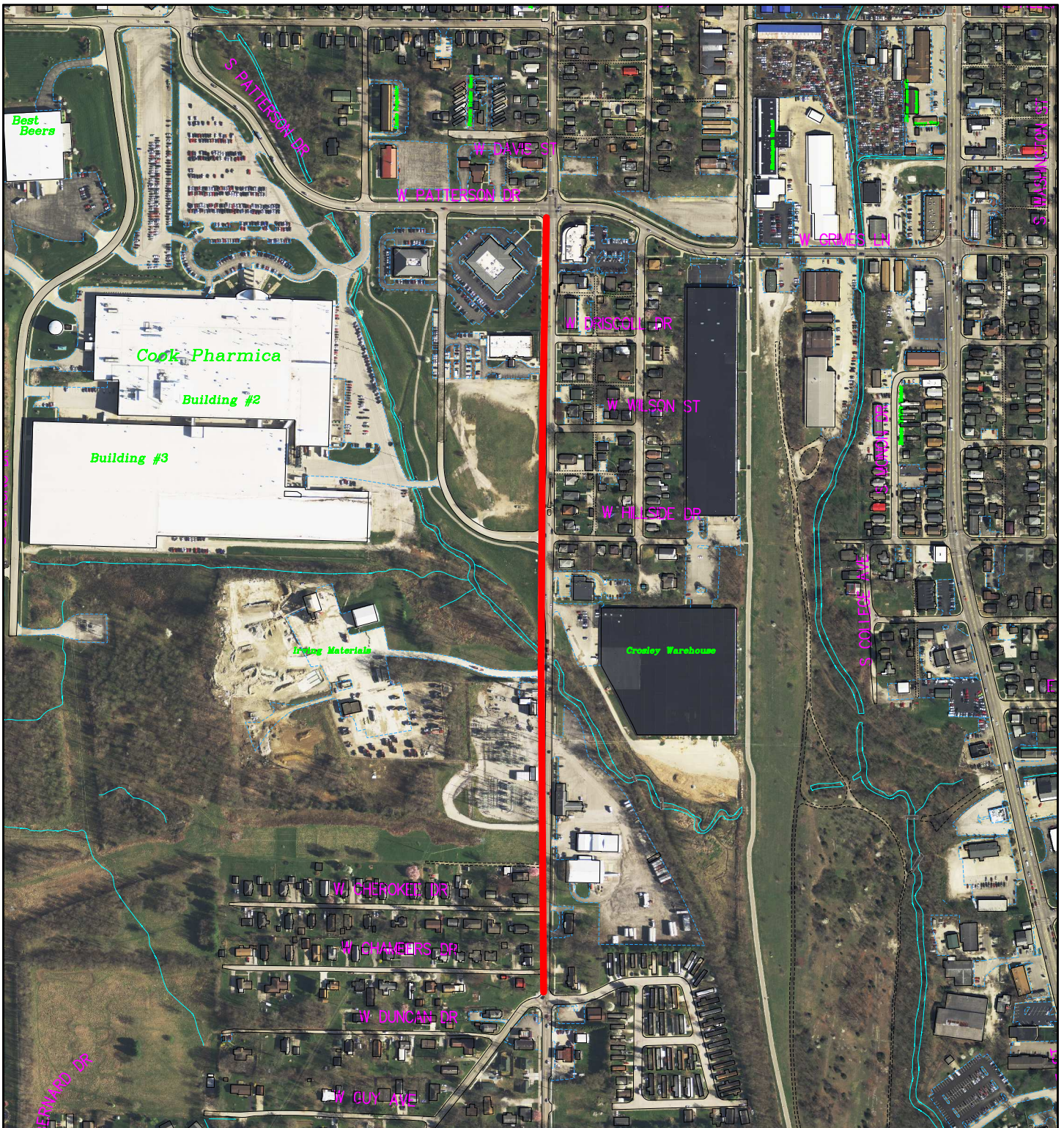
Recommendation: This successful program is beneficial to the entire community and staff supports the request.

City of Bloomington Adopt-A-Road Program Road Sections

Road Name	Section	Adopting Organization
10th Street	Between Union St. and 45/46 Bypass	Omega Psi Phi / Residential Hall Assoc.
10th Street	Between Union St. and Walnut St.	Sigma Gamma Rho Sorority, Inc.
17th Street	Between Dunn St. and 45/46 Bypass	Sigma Lambda Gamma
17th Street	Between Dunn St. and Monroe St.	IU Student Accounting Society
3rd Street	Between Adams St. and SR 37	Delta Gamma
3rd Street	Between Indiana Ave. and Union St.	Kappa Alpha Psi
4th Street	Between Indiana Ave and Rogers St	Black Law Students Association
7th Street	Between Jordan Ave. and Hillside Dr.	IU Unify
7th Street	Between Rogers St. and Woodlawn Ave.	Alpha Kappa Alpha Sorority Inc., Tau Chapter
Atwater Avenue	Between 3rd St. and High St.	Phi Beta Sigma
Clarizz Boulevard	Between 3rd St. and Covenanter Dr.	IU Dance Marathon
College Avenue	Between 10th St. and 45/46 Bypass	Monroe County Chapter of the IUAA
College Avenue	Between 1st St. and 10th St.	Employees of TSC
Country Club Road	Between Rogers St. and Rockport Rd.	
Curry Pike	Between 3rd St. and Profile Pkwy.	
Dunn Street	Between 13th St. and 45/46 Bypass	Tau Kappa Epsilon
Dunn Street	Between 3rd St. and 10th St.	Evans Scholars
East 11th Street	Between North Washington St. and Fee Lane	Pi Kappa Alpha Fraternity
East 12th Street	Between North Walnut St. and North Woodlawn	Indiana University Hillel
East Cottage Grove	Between North Walnut St. and North Walnut Grov	IU Maurer School of Law
Henderson Street	Between 2nd St. and Hillside Dr.	Phi Gamma Nu
Henderson Street	Between Miller Dr. and Winslow Rd.	Jack Snoopy
High Street	Between 3rd St. and Hillside Dr.	Alpha Phi Omega
High Street	Between Winslow Rd. and Hillside Dr.	Faith Lutheran Youth

Road Name	Section	Adopting Organization
Hillside Dr.	Between Lincoln St. and Longwood Ave.	Direkt Approach, Inc.
Indiana Avenue	Between 10th St. and 17th St.	Zeta Phi Beta Sorority INC.
Indiana Avenue	Between 3rd St. and 10th St.	Delta Kappa Epsilon
Kirkwood Avenue	Between Indiana Ave. and Rogers St.	Sigma Beta Rho
Liberty Drive	Between Constitution Ave to Bton City Limits	
Lincoln Street	Between 3rd St. and 10th St.	IU Black Student Union
Lincoln Street	Between 3rd St. and Hillside Dr.	Tau Kappa Epsilon
Matlock Road	From 45/46 Bypass to and including Headley Rd.	Art Nelson
Morton Street	Between Kirkwood Ave. and 11th St.	Kiwanis High School Key Club
Pete Ellis Drive	Between 3rd St. and SR 45	Tuesday Rotary Club
Rogers Road	Between Sare Rd. and High St.	LLL & R Mellinger
Rogers Street	Between 2nd Street and 11th Street	African American Arts Institute
Sare Road	Between Moores Pike and Rogers Rd.	MOBtalk Mobsters
Sheridan Drive	Whole Road	The Bauer Family
Smith Road	Between 3rd St. and Moores Pike	Delta Theta Tau
Southdowns Drive	Between High St. and Mitchell St.	IU Chapter, N.A.A.C.P.
Southdowns Drive	Between Woodlawn Ave. and Mithcell St.	The Wroblewski Family
Union Street	Between 3rd St. and 10th St.	IU National Pan Hellenic Council
W. Bloomfield Road	Between Adams St. and SR 37	Kiwanis Club of South Central Indiana
Walnut Street	Between 10th St. and 45/46 Bypass	Northside Exchange Club
Walnut Street	Between 1st St. and 10th St.	African Student Association- IU Chapter
Walnut Street	Between 45/46 Bypass and Old SR 37 N	Phi Kappa Psi fraternity
Walnut Street	Between Miller Dr. and 1st St.	Black Graduate Student Assoc.--Indiana University
Walnut Street	Between Miller Dr. and Winslow Rd.	Jack Snoopy
Weimer Road	Between Tappp Rd and Wapahani Park	
Winslow Road	Between High St. and Walnut St.	Daniel McMullen

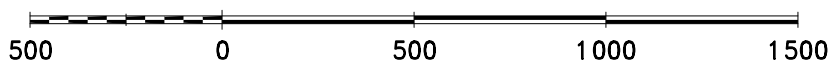
Road Name	Section	Adopting Organization
Woodlawn Avenue	Between 7th and 12th Street	Sigma Lambda Upsilon/Senoritas Latinas Unidas S
Woodlawn Avenue	Between Hillside Dr and Maxwell Ln	Alpha Chi Sigma - Professionals in Chemistry
Woodlawn Avenue	Between Maxwell Ln. and 3rd St.	Iota Phi Theta Fraternity, Inc.



2017 Adopt-A-Road Request

S. Rogers St between S. Rockport Rd to W. Patterson Dr

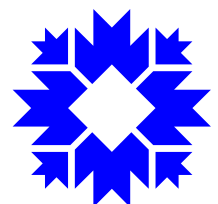
By: smithc
8 Nov 17



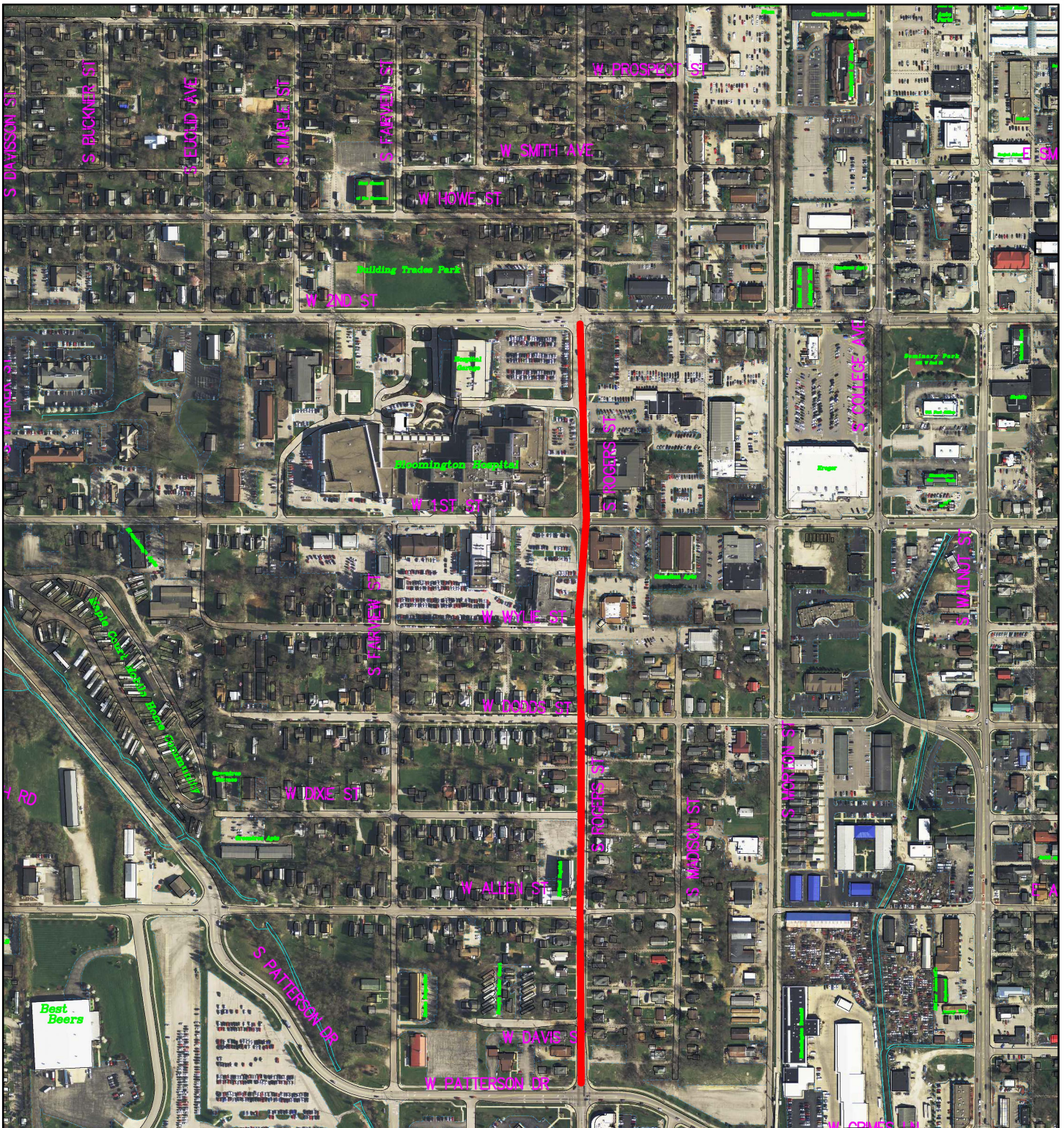
For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 500'



2017 Adopt-A-Road Request

S Rogers St between W Patterson Dr and W 2nd St

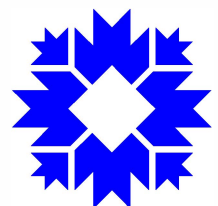
By: smithc
8 Nov 17



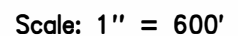
For reference only; map information NOT warranted.

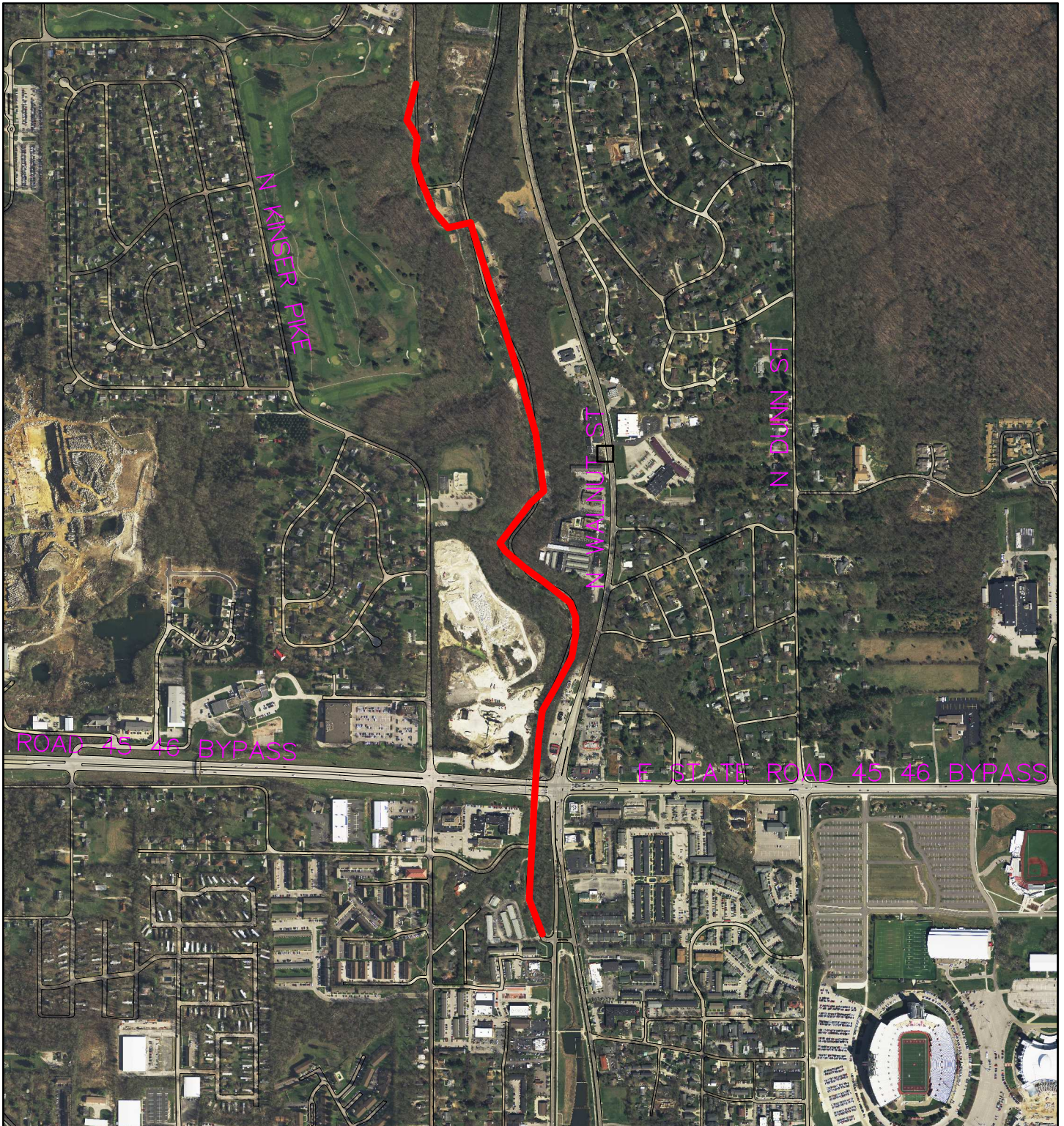


City of Bloomington
Public Works



Scale: 1" = 500'



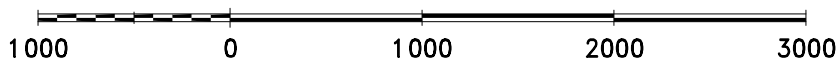


2017 Adopt-A-Road Request

N Old St Rd 37 between N College Ave and Lower Cascades Park

By: smithc

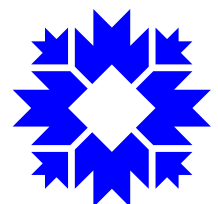
8 Nov 17



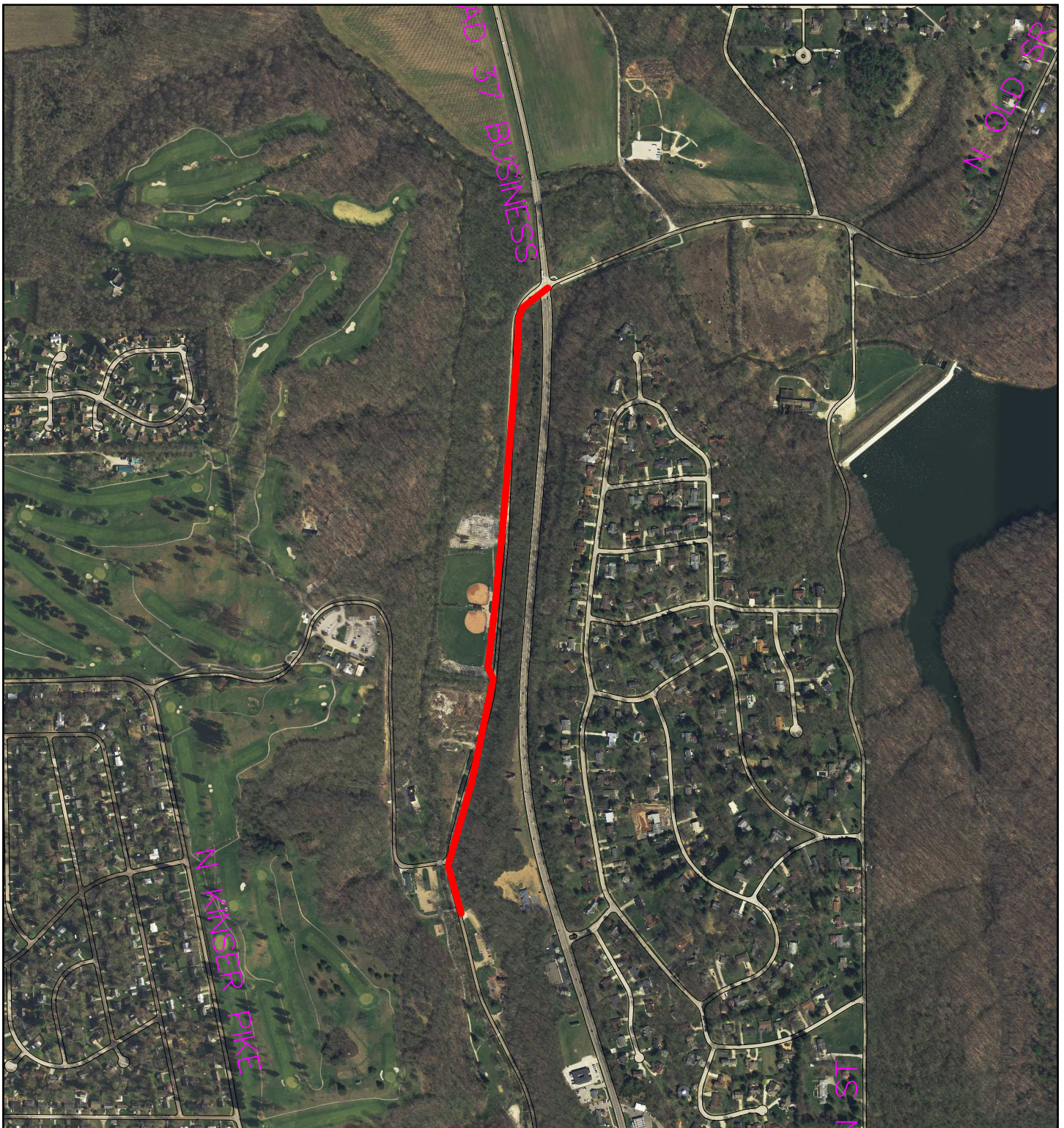
For reference only; map information NOT warranted.



City of Bloomington
Public Works



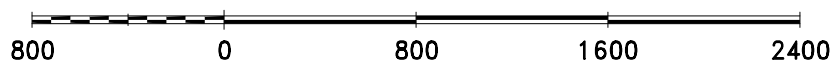
Scale: 1" = 1000'



Adopt-A-Road Request

N Old St Rd 37 between Lower Cascades Park and N Walnut St

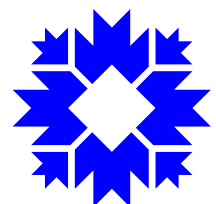
By: smithc
8 Nov 17



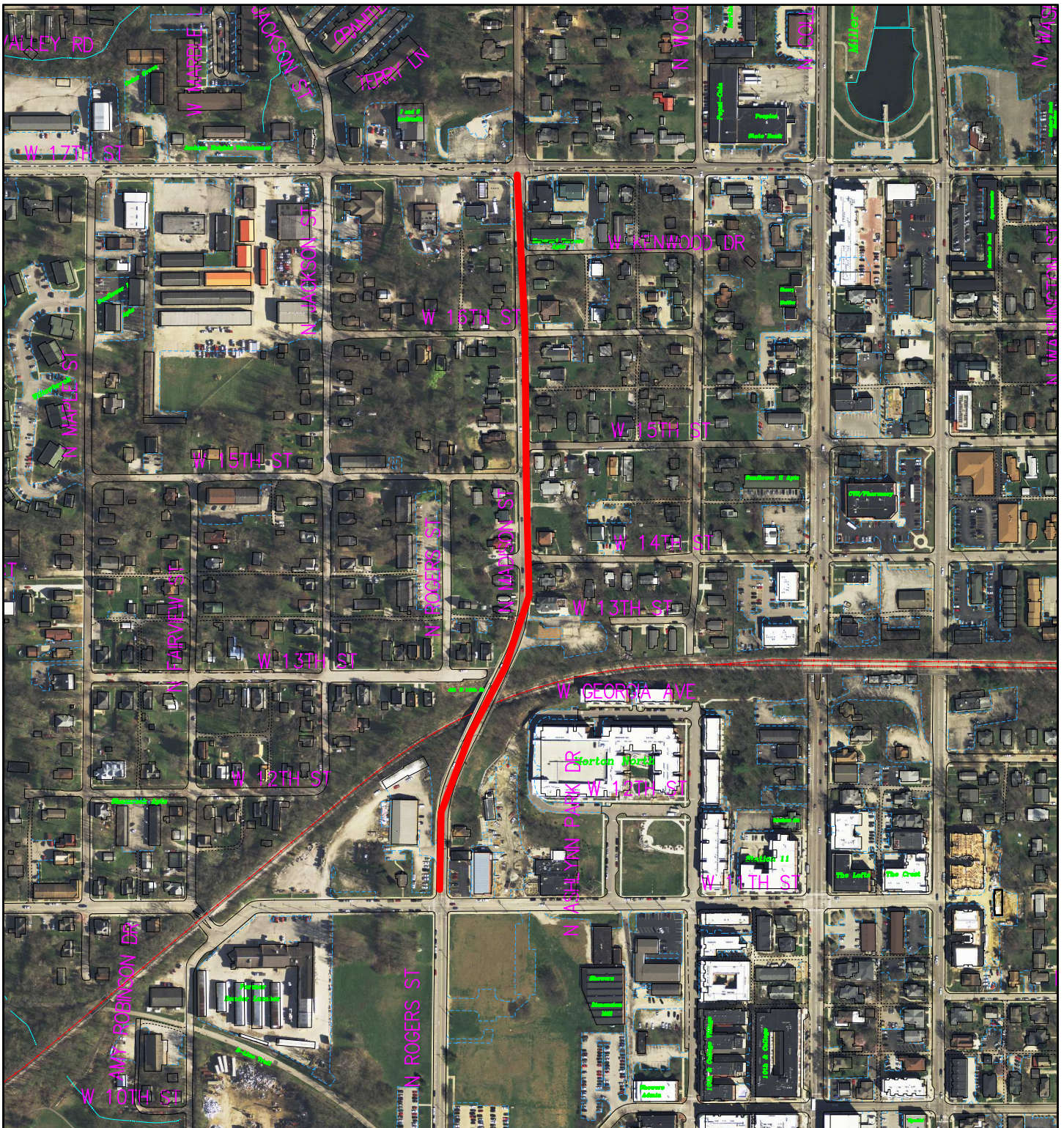
For reference only; map information NOT warranted.



City of Bloomington
Public Works



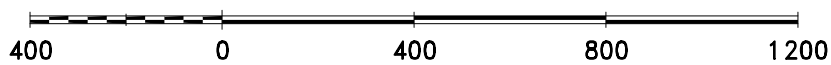
Scale: 1" = 800'



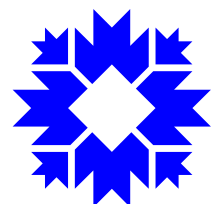
2017 Adopt-A-Road Request

N. Madison St between W. 11th St and W. 17th St

By: smithc
8 Nov 17

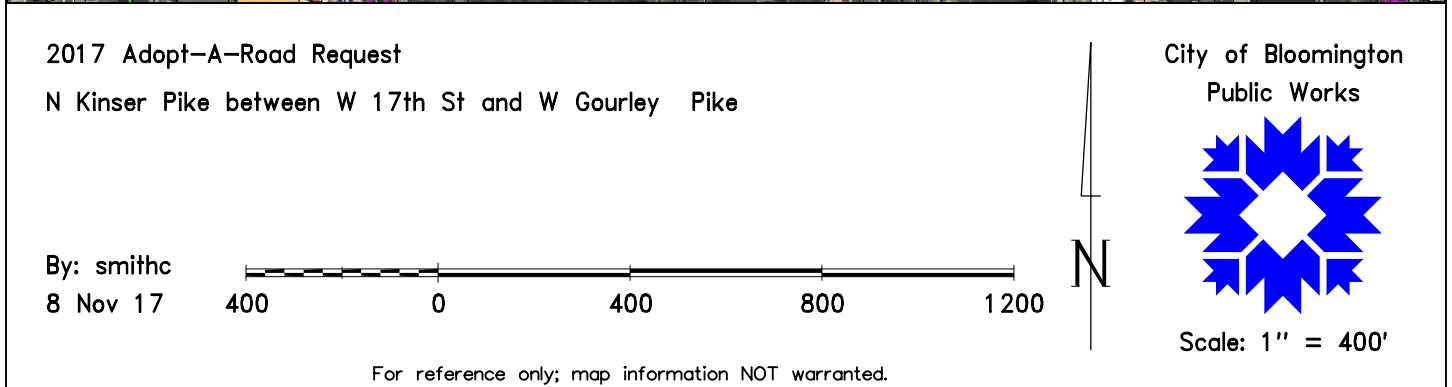


City of Bloomington
Public Works



Scale: 1" = 400'

For reference only; map information NOT warranted.



Scale: 1" = 400'



Board of Public Works Staff Report

Project/Event: Pavement Condition Survey and Sign Assessment Project with Transmap

Petitioner/Representative: Public Works Department, Street Division

Staff Representative: Joe VanDeventer, Director of Street Operations

Meeting Date: November 14, 2017

This scope of work for this project will include a survey of pavement conditions, sidewalk conditions and an assessment of signage. The work by Transmap will be performed via field inspections and the use of Light Detection and Ranging (LIDAR) technology. These condition assessments will encompass the entire street network within the City of Bloomington municipal boundaries.

This project presents an exciting opportunity to complete several important tasks, such as the following:

- The collection of real time street pavement condition data will allow for stronger capital and maintenance planning. The LIDAR technology is much more time efficient than visual data collection, plus provides more uniform and accurate reporting.
- The pavement condition data that is collected will be utilized to determine Pavement Condition Index (PCI) ratings for the City's street network. The City is currently required to collect PCI rating data for the Indiana Department of Transportation (INDOT).
- Staff will directly use the updated PCI rating data to prepare targeted improvements during the development of the Street Department's 2018 paving schedule.
- The collection of the sidewalk condition data will provide a complete picture of sidewalk, curb and Americans with Disability Act compliant ramps. Again, this data can be utilized to identify areas of concern and plan for future infrastructure improvements.
- This project will also collect standard sign attribute condition data as well. The Street Department presently maintains approximately 36,000 street signs throughout Bloomington.
- All new street signs that are installed must meet the retro-reflectivity standards that are outlined in the U.S. Department of Transportation's Manual of Uniform Traffic Control Devices (MUTCD). Additionally, other signs need to be upgraded to meet MUTCD standards. However, there is not currently an assessment in place that outlines which traffic signs need to be upgraded to meet MUTCD standards. INDOT also requires an annual report of MUTCD compliance, but the City is currently unable to provide one due to no assessment being available at this time.
- Utilizing outside field inspections and LIDAR technology for these condition assessments will also provide a cost savings as well. Currently, Street Department staff manually collect street pavement data in geographic segments of the City on a yearly basis. This is a very time consuming process (it roughly takes around 4 months to finish one section of the City).
- The manual collection of street, sidewalk and signage condition data by Street Department staff is estimated to be approximately \$190,000 in personnel costs. Freeing up staff from these data collection duties would allow them to be better utilized for other on-going maintenance tasks and work on capital projects.
- Transmap is a close technology partner of Lucity, which is the current asset management software provider for the Street Department. The street, sidewalk and signage data that

is collected can be easily uploaded to Lucity for permanent tracking, plus the data can also be mapped as well.

Quoted Price: \$124,229.18

Staff recommends awarding contract to Transmap , who is a reputable and competent consultant, for the Pavement Condition Survey and Sign Assessment in the amount of \$124,229.18. This will be a joint project funded by both the Street Department and the Office of the Mayor's Innovation Fund.

Recommend ☒ **x** **Approval** ☐ **Denial** **by: Joe VanDeventer**

Board of Public Works
Staff Report

.

PROJECT NAME: Pavement Condition Survey and Sign Assessment

AGREEMENT FOR SERVICES

This Agreement, entered into on this _____ day of _____, 2017, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and Transmap Corporation (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to **achieve a current and improved record of the condition of its streets, sidewalks and signage within the City;**

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Board;

WHEREAS, subject to approval by the Board, the Agreement may be renewed for one (1) additional three (3) year term at a cost to be negotiated by the Board and Consultant.

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

Article 1. Scope of Services: Consultant shall provide required Services for the Board as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Consultant shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Public Works Department officials designated by the Board as project coordinator(s).

Consultant agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the Consultant and by mutual agreement between the parties, the Consultant will without additional compensation, correct those services not meeting such a standard. The

Consultant makes no warranties, express or implied, as to its professional services rendered under this Agreement.

Article 3. Responsibilities of the Board: The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Consultant shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

Provide Consultant with reports and any information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates the Director of Street Operations of the Department of Public Works, Joe VanDeventer, to serve as the Board's representative for the project. VanDeventer shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

Provide all criteria and full information as to Board's requirements for the Services and make timely decisions on matters relating to the Services.

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid including fees and expenses shall not exceed the amount of: **One Hundred Twenty-Four Thousand, Two Hundred Twenty-Nine Dollars and Eighteen Cents (\$124,229.18).**

These amounts include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forth-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Board's direction.

2. Billing Records:

Consultant shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 9 herein.

Article 8. Identity of Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification

and experience of the principal personnel whom Consultant has represented will be responsible there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board.

Article 10. Independent Contractor Status: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or subconsultants be construed to be, or represent themselves to be, employees of the Board.

Article 11. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

Article 12. Insurance: During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

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

Article 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 Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

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

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

Article 19. Non-Discrimination: Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Article 20. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances,

plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Department of Public Works
Attn: Joe VanDeventer
1981 South Henderson St.
Bloomington, IN 47401

Consultant:

Transmap Corporation
Attn: Howard Luxhoj, PE
President and CEO
5030 Transamerica Drive
Columbus, OH 43228

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

Article 22. Intent to be Bound: The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 23. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 24. Verification of New Employee' Employment Status: Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Consultant and any of its subconsultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or any of its subconsultants learns is an unauthorized alien. If the Board obtains information that the Consultant or any of its subconsultants employs or retains an employee who is an unauthorized alien, the Board shall notify the Consultant or its subconsultants of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the

Consultant or any of its subconsultants verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or its subconsultant did not knowingly employ an unauthorized alien. If the Consultant or its subconsultant fails to remedy the violation within the thirty (30) day period, the Board shall terminate the Agreement, unless the Board determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Board may allow the Agreement to remain in effect until the Board procures a new Consultant. If the Board terminates the Agreement, the Consultant or its subconsultant is liable to the Board for the actual damages.

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

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

Article 25. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevent any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit affirming that Consultant has not engaged in any collusive conduct.

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

Article 26. Trademark and Trade Name: Notwithstanding any other provision of this Agreement, neither party shall have the right to use the trademark or trade name of the other without prior written approval of the other. Consultant warrants that it has all necessary licenses and rights to use any Software in the project and will not infringe on any intellectual property rights or any third party. Consultant agrees to indemnify Board against liability and expenses, including reasonable attorney fees arising from any claim of infringement related to Pavement Condition and Sign Assessment Project.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

Owner

City of Bloomington
Board of Public Works

Consultant

Transmap Corporation

By: _____
Kyla Cox Deckard, President

By: _____
Howard Luxhoj, PE
President and CEO

By: _____
Kelly M. Boatman, Vice President

By: _____
Dana Palazzo, Secretary

By: _____
Adam Wason, Director
Department of Public Works

By: _____
Philippa M. Guthrie,
Corporation Counsel

EXHIBIT A

SCOPE OF WORK

The Scope of Work includes a survey of pavement condition, sidewalk condition, and assessment of signage, as described in Attachment A, provided in three (3) parts, and attached hereto and incorporated herein.

Attachment A, Pavement Condition Survey

Attachment A, Requested Assets (Signs and Sidewalks/Curbs/ADA Ramps)

Assessment A, Nighttime Sign Assessment (MUTCD Compliance)

**City of Bloomington, IN
Pavement Pricing
Price Quote is Valid for 30 Days
Attachment A**

Pavement Condition Survey

Task	Description	Comments	Transmap Units	Transmap Price	Total
1a	ON-SIGHT™ Raw Data Collection Includes LiDAR (units = centerline miles)	Transmap will utilize our Crack Map 3D technology (LCMS) for pavement collection - 100% coverage - 360-degree image view of all roadways (ROW) with new Ladybug5 Ultra HD solution. Ground-based LiDAR (100% roadway coverage)	237	\$99.00	\$23,463.00
1b	Advanced Inspections - 100% Analysis of All Through Lanes (units = lump sum)	Transmap uses an ASTM compliant E950 profilometer. Delivery of Crack Map orthophotography and City-wide rutting (All Through Lanes)	1	\$3,985.00	\$3,985.00
1c	Network Setup and Review (units = hours)	Transmap will review the City's centerline file and set up the required network for loading into MicroPAVER	26	\$99.00	\$2,574.00
1d	Network Level Pavement Condition Index (PCI) Rating (units = management sections)	Detailed surface distress analysis - Transmap uses ASTM D6433 network level analysis - Crack Map 3D approach - Pavement width included - Price includes field verification (walkout)	4,202	\$5.59	\$23,489.18
1e	MicroPAVER Load (units = lump sum)	Formatting distress data and centerline file for mass load into MicroPAVER using scripts	1	\$2,250.00	\$2,250.00
1f	Pavement Management Practice Definition "Boot Camp" (price is lump sum)	Transmap will meet with the City to review maintenance/rehabilitation activities, analysis procedures, and collect any existing information on roadways (ADT data, construct dates, maintenance dates, etc.) Prepare budget and CIP plans	1	\$3,500.00	\$3,500.00
1g	Reporting (units = hours)	Transmap will put together written/tabular and GIS map data to support traditional preventative maintenance pavement reporting. Budget scenarios with actual dollar amounts per M&R activity - pavement performance curve included	44	\$125.00	\$5,500.00
1h	Transmap Project Management (units = hours)	Standard project management includes staff allocation, project tracking web site, phone calls, overall project coordination and updates - Kickoff meeting.	85	\$99.00	\$8,415.00

Subtotal	\$73,176.18
Capacity Discount	-\$4,000.00
Total Pavement	\$69,176.18

***Discount of \$4,000 applied if approved by November 30, 2017**
***Additional discount of \$2,000 if both pavement and assets are approved by November 30, 2017**

City of Bloomington, IN
Asset Pricing
Price Quote is Valid for 30 Days
Attachment A

Requested Assets

Task	Description	Comments	Transmap Units	Transmap Price	Total
2a	Signs (units = centerline miles) Rates based on standard attributes	Standard attributes include; street name, unique ID, unique ID (street centerline), MUTCD code, daytime condition, post type, facing direction, flashers (yes,no)	237	\$64.00	\$15,168.00
2b	Sidewalks/Curbs/ADA Ramps (units = centerline miles) Rates based on standard attributes	Transmap will provide standard attribution and deliver a geodatabase.	237	\$85.00	\$20,145.00
2c	GIS Integration (units = hours)	Transmap will link all collected assets to the City centerline unique ID and road name.	20	\$99.00	\$1,980.00
2d	Project Management (units = hours)	Standard project management includes	45	\$99.00	\$4,455.00
				<i>Subtotal</i>	<i>\$41,748.00</i>
				<i>Capacity Discount</i>	<i>-\$4,000.00</i>
				<i>Total Pavement</i>	<i>\$37,748.00</i>

***Discount of \$4,000 applied if approved by November 30, 2017**

Transmap Corporation

July 11, 2017

City of Bloomington, IN
Asset Pricing
Price Quote is Valid for 30 Days

Nighttime Sign Assessment (MUTCD Compliance)

Task	Description	Comments	Transmap Units	Transmap Price	Total
3a	Nighttime MUTCD Sign Collection (units = hours)	Nighttime Assessment (Good, Replace) amount of hours based on estimated number of regulatory and warning signs based on standards	174	\$99.00	\$17,226.00
3b	Project Management (units = hours)	Standard project management includes managing the personnel assigned to the project, monthly project updates, ArcGIS Online project tracking, phone support throughout project.	21	\$99.00	\$2,079.00
Subtotal					\$19,305.00

EXHIBIT B

COMPENSATION

This project is to be conducted with an agreed Not to Exceed Cost of One Hundred Twenty-Four Thousand, Two Hundred Twenty-Nine Dollars and Eighteen Cents (\$124,229.18). This Not to Exceed Cost reflects Consultant's discount of \$4,000 for the Pavement Condition Survey and for \$4,000 for the Requested Assets portion of the Agreement, as well as an additional \$2,000 discount if both Pavement Condition Survey and Requested Assets are included in the Agreement and the Agreement is approved by November 30, 2017.

Compensation shall be allocated among the Scope of Work contained in the three (3) Attachment A documents contained in Exhibit A as follows:

Attachment A, Pavement Condition Survey	\$73,176.18
Attachment A, Requested Assets (Signs and Sidewalks/Curbs/ADA Ramps)	\$41,748.00
Assessment A, Nighttime Sign Assessment (MUTCD Compliance)	<u>\$19,305.00</u>
Total	\$134,229.18
Less Consultant's Discount described above	<u>10,000.00</u>
Not to Exceed Cost of Agreement	\$124,229.18

EXHIBIT C

SCHEDULE

All work shall be completed within one hundred eighty (180) calendar days after the date of the notice to proceed.

EXHIBIT D
KEY PERSONNEL

Craig Schorling

EXHIBIT E

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT REGARDING E-VERIFY

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

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

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 _____,
2017.

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

EXHIBIT F

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2017.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2017.

My Commission Expires:

Notary Public Signature

Resident of _____ County

Printed Name



Board of Public Works Staff Report

Project/Event: Oak Tree Pruning at 3rd Street and Hillsdale Drive

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Matt Smethurst

Meeting Date: November 14, 2017

As part of the 3rd and Woodscrest Intersection Improvements Project, there is an oak tree in the northeast corner of the intersection that needs to be pruned. With assistance from the City's Urban Forester, staff recently solicited quotes for having the oak tree pruned.

Staff received two quotes for the pruning of the oak tree at 3rd and Hillsdale. The results are as follows:

Tree Guy, Inc. - \$440.00

Mominee Tree Company, LLC - \$500.00

Staff has reviewed the quotes and recommends awarding the contract to Tree Guy, Inc. for the pruning of the oak tree at 3rd and Hillsdale.

This work is locally funded.

Recommend ☒ **Approval** ☐ **Denial by** **Matt Smethurst**

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

TREE GUY, INC.

FOR

Oak Tree Pruning at 3rd Street and Hillsdale Drive

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Planning and Transportation Department through the Board of Public Works (hereinafter CITY), and Tree Guy, Inc., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for tree pruning and tree growth management, (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 on or before 2/28/2018, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

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

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claim(s), CITY shall compensate CONTRACTOR in a lump sum not to exceed Four Hundred Forty Dollars and Zero Cents (\$440.00) 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.

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 and Payment Bonds.
14. The Escrow Agreement.

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

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

5.05 Insurance

5.05.01

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

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

Bodily injury and property damage

E.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
----	---------------------------	--

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

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

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the 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 a Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the contract amount.

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Tree Guy, Inc.
Attn: Matt Smethurst, Project Manager	Attn: Kerry Bridges
P.O. Box 100 Suite 130	3011 South Stratford Drive
Bloomington, Indiana 47402	Bloomington, Indiana 47401

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Tree Guy, Inc.

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Kelly M. Boatman, Member

Printed Name

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

Oak Tree Pruning at 3rd Street and Hillsdale Drive

This project shall include, but is not limited to the removal (pruning) of deadwood from oak tree on northeast corner of 3rd Street and Hillsdale Drive. Also includes removal of all debris from pruning operation. Shall also include 3 year application of tree growth regulator.

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) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

*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'

"AFFIDAVIT"

STATE OF _____)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF _____)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____



Board of Public Works Staff Report

Project/Event: Addendum #1 to 2016 Snow Removal & De-icing Services Agreement

Petitioner/Representative: Department of Public Works

Staff Representative: J.D. Boruff

Meeting Date: November 14, 2017

On November 1, 2016, the Board of Public Works approved an agreement with Green Dragon Lawn Care, Inc. to provide snow removal and de-icing services from multi-level parking garages, surface lots, sidewalks, pathways and walk paths. The agreement included a provision to renew the agreement annually.

Staff recommends approval of the addendum to renew the 2016 agreement with Green Dragon Lawn Care, Inc. in the amount not to exceed \$2,990.00 per occurrence with a total not to exceed amount of \$32,000.00

Recommend x Approval: **J.D. Boruff**

**ADDENDUM #1 TO AGREEMENT FOR SNOW REMOVAL AND
DE-ICING SERVICES FROM MULTI-LEVEL PARKING GARAGES,
SURFACE LOTS, SIDEWALKS, PATHWAYS AND WALK PATHS**

**between the
CITY OF BLOOMINGTON**

**and
GREEN DRAGON LAWN CARE, INC. ("Contractor")**

This Addendum #1 supplements the Agreement for Snow Removal and De-Icing Services from Multi-Level Parking Garages, Surface Lots, Sidewalks, Pathways and Walk Paths ("Agreement") as follows:

1. Term of Agreement: Article 4 of the Agreement with Green Dragon Lawn Care, Inc., referenced above states: "This Agreement may be renewed annually for additional terms which would commence on November 1 of the year of renewal and expire on April 30 of the following year (the "Renewal Term"), provided Contractor does not give written notice to the City, at least sixty (60) days prior to the expiration of the Original Term or any Renewal Term, that Contractor does not wish to renew this Agreement." The City and the Contractor agree to a renewal of the Agreement, which shall begin on November 1, 2017, and shall continue through April 30, 2018.
2. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Addendum #1 to be executed the day and year last written below:

CITY OF BLOOMINGTON

GREEN DRAGON LAWN CARE, INC.

By: _____
Kyla Cox Deckard, President
Board of Public Works

By: _____

Name and Title

By: _____
Kelly M. Boatman, Vice President

Date: _____

By: _____
Dana Palazzo, Secretary

Date: _____

By: _____
Adam Wason, Director
Public Works Department

Date: _____

By: _____
Philippa M. Guthrie, Corporation Counsel

Date: _____



Board of Public Works Staff Report

Project/Event: Snow Removal & De-icing Services Agreement

Petitioner/Representative: Department of Public Works

Staff Representative: Adam Wason

Meeting Date: November 1, 2016

Request for quotes for snow removal and de-icing services from multilevel parking garages, surface lots, sidewalks, and pathways produced in two (2) quotes from the following Bloomington based vendors:

Green Dragon Lawn Care, submitted a quote amount of \$2,990.00 per occurrence.

Trinkle Snowplowing LLC submitted a quote amount of \$3,475.00 per occurrence.

Staff recommends approval of the agreement with Green Dragon Lawn Care in the amount not to exceed \$2,990.00 per occurrence with a total not to exceed amount of \$32,000.00

Recommend x Approval: **Adam Wason**

PROJECT NAME: Snow Removal and De-icing Services

**AGREEMENT FOR SNOW REMOVAL AND DE-ICING SERVICES FROM
MULTI-LEVEL PARKING GARAGES, SURFACE LOTS, SIDEWALKS,
PATHWAYS AND WALK PATHS**

This Agreement, entered into on this **1st day of November 2016**, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and **Green Dragon Lawn Care, Inc.** (hereinafter referred to as "Contractor"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to **maintain the City's rights of way to provide for safe travel.**

WHEREAS, the Board requires the services of a professional Contractor in order to **perform the task of snow removal and/or spreading of ice melt on multiple parking garages, surface lots, sidewalks, pathways and walk paths**, which shall be hereinafter referred to as "the Services", and the Board wishes to have the flexibility to assign additional tasks to the Contractor at its discretion, and;

WHEREAS, the tasks currently identified include the following:

Task: Removal of Snow and/or Spreading Ice Melt

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Contractor is willing and able to provide such Services to the Board;

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

Article 1. Scope of Services: Contractor shall provide required Services for the Board as set forth in Exhibit A, Scope of Services. Each task assigned under this Agreement shall be described in Exhibit A. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Contractor shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Contractor shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the City officials designated by the Board as project coordinator(s).

Contractor agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Contractor shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Contractor's profession in the location and at the time of the rendering of the services. The City's Director of Street Operations, Joe VanDeventer, shall be the sole judge of the adequacy of Contractor's work in meeting such standards for locations identified in Exhibit A in which the Street Department is responsible. The City's Facilities Director, Barry Collins, shall be the sole judge of the adequacy of Contractor's work in meeting such standards for locations identified in Exhibit A in which the Facilities Department is responsible. However, neither the Director of Street Operations nor the Director of Facilities shall unreasonably withhold his approval as to the adequacy of such performance.

Article 3. Responsibilities of the Board: The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Contractor shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

Provide Contractor with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Contractor may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates Joe VanDeventer, Director of Street Operations ("VanDeventer") and Barry Collins, Director of Facilities, to serve as the Board's representatives for the project. VanDeventer and Collins shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

Provide all criteria and full information as to Board's requirements for the Services and make timely decisions on matters relating to the Services.

Article 4. Term of Agreement: The term of this Agreement shall commence from the approval date through April 30, 2017 (the "Original Term"). This Agreement may be renewed annually for additional terms which would commence on November 1 of the year of renewal and expire on April 30 of the following year (the "Renewal Term"), provided Contractor does not give written notice to the City, at least sixty (60) days prior to the expiration of the Original Term or any Renewal Term, that Contractor does not wish to renew this Agreement.

Article 5. Compensation: The Board shall pay Contractor a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid including fees and expenses shall not exceed the amount of: **Two Thousand Nine Hundred Ninety Dollars and Zero Cents (\$2,990.00), per each performance of snow removal and/or de-icing services at all locations provided in Exhibit A, Scope of Work. The total compensation paid under this Agreement during the Original Term or any Renewal Term shall not exceed the amount of \$32,000.00.**

These amounts include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Contractor's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forty-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Board's direction.

2. Billing Records:

Contractor shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Article 6. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 7. Schedule: Contractor shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Exhibit C is attached hereto and incorporated herein by reference as

though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 8. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

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

Article 11. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Contractor or Contractor's officers, directors, partners, employees, or subcontractors in the performance of services under this Agreement.

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. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate

that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

Contractor shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

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

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

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

Article 16. Assignment: Neither the Board nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Contractor may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

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

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

Article 19. Non-Discrimination: Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non- discrimination in employment.

Article 20. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Department of Public Works
Attn: Joe VanDeventer
401 N. Morton Street
Bloomington, IN 47404

Contractor:

Green Dragon Lawn Care, Inc.
Attn: Brian Obery
8470 S. Fairfax Rd
Bloomington, IN 47401

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

Article 21. Intent to be Bound: The Board and the Contractor each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 22. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board 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 23. Warranty. Any warranties associated with this proposal are defined in manufacturer's warranties accompanying the purchase of this product and are made by the manufacturer. Contractor honors those warranties (one year) regarding this product(s). Contractor makes no warranties of merchantability and fitness for a particular purpose. In no event will Contractor be liable for any direct, special or consequential damages arising out of or in connection with the delivery, use or inability to use, or performance of this product(s).

Article 24. Verification of New 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 hereto as Exhibit D and incorporated herein by reference, 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 subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the contractor or subcontractor subsequently learns is an unauthorized alien. If the Board obtains information that the Contractor or a subcontractor employs or retains an employee who is an unauthorized alien, the Board shall

notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor or subcontractor fails to remedy the violation within the 30 day period, the Board shall terminate the contract, unless the Board determines that terminating the contract would be detrimental to the public interest or public property, in which case they may allow the contract to remain in effect until they procure a new Contractor. If the Board terminates the contract, the Contractor or subcontractor is liable to the Board for actual damages.

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 Board.

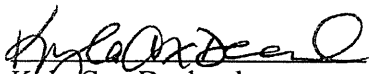
Article 25. Non-Collusion: Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevent any person from making an offer nor induce 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 E and incorporated herein by reference, affirming that Contractor has not engaged in any collusive conduct.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

Owner

City of Bloomington
Board of Public Works

By:


Kyla Cox Deckard
President

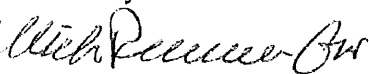
Contractor

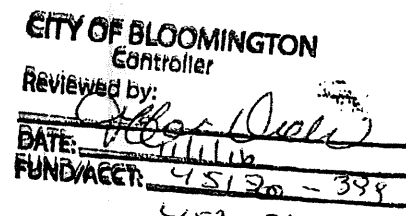
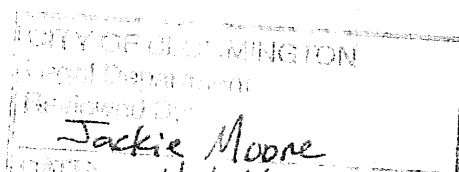
Green Dragon Lawn Care, Inc.


Brian Obery
President

Office of the Mayor

By:


John Hamilton, *John Hamilton*
Mayor



notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor or subcontractor fails to remedy the violation within the 30 day period, the Board shall terminate the contract, unless the Board determines that terminating the contract would be detrimental to the public interest or public property, in which case they may allow the contract to remain in effect until they procure a new Contractor. If the Board terminates the contract, the Contractor or subcontractor is liable to the Board for actual damages.

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 Board.

Article 25. Non-Collusion: Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevent any person from making an offer nor induce 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 E and incorporated herein by reference, affirming that Contractor has not engaged in any collusive conduct.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

Owner

City of Bloomington
Board of Public Works

By:


Kyla Cox Deckard
President


Contractor

Green Dragon Lawn Care, Inc.

Brian Obery
President

Office of the Mayor

By:


John Hamilton, ~~John Hamilton~~
Mayor

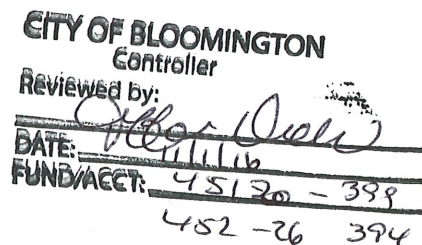
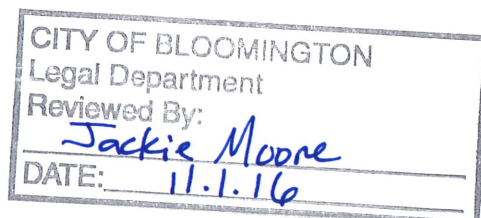


EXHIBIT A

SCOPE OF WORK

For Locations that are the Responsibility of the City's Street Department: Contractor shall perform snow removal and/or the spreading of ice melt upon notification by the Director of Street Operations or his designee. Each notification to Contractor shall provide the specific locations in need of these services, in the event service is not requested at all of the above-referenced locations.

For Locations that are the Responsibility of the City's Facilities Director: Contractor shall automatically commence snow removal when snow accumulation has reached two inches (2"). Contractor shall spread ice melt upon notification from the Facilities Director or his designee.

When the invoiced amount for services performed under this Agreement have reached eighty per cent (80%) of the not to exceed cost for the Original Term or for any Renewal Term, Contractor shall notify the City pursuant to Article 20 of this Agreement. This notification shall be made within five (5) days of invoice submission to the City.



Exhibit A



Location	Green Dragon Lawn Care (Plowing)	Green Dragon Lawn Care (De-Icing)
Fourth St. Garage 105 W 4th St.	\$170.00	\$175.00
Morton St. Garage 220 N Morton St.	\$170.00	\$175.00
Walnut St Garage 302 N Walnut St.	\$170.00	\$175.00
Dunn (Lot #1) Surface Lot 4th and Dunn	\$75.00	\$45.00
Lincoln (Lot #5) Surface Lot 6th and Lincoln	\$85.00	\$50.00
Rogers St & 10th Surface Lot	\$45.00	\$30.00
Rogers St & 11th Sidewalk	\$100.00	\$30.00
Morton St. Sidewalk 601 N Morton St	\$0.00	\$20.00
Washington & 4th Surface Lot (Lot #9)	\$75.00	\$45.00
W. 2nd St. Pathway	\$25.00	\$10.00
Landmark Ave. Pathway	\$50.00	\$15.00
E. 3rd St. Pathway	\$100.00	\$25.00
Clarizz Blvd. Pathway	\$165.00	\$50.00
Smith Rd. Pathway	\$100.00	\$20.00
College Mall Rd. Pathway	\$100.00	\$25.00
Country Club Dr. Pathway	\$100.00	\$25.00
Rogers St. Pathway	\$120.00	\$50.00
Greenwood Ave. Walk Path	\$35.00	\$15.00
Maxwell Ln. Walk Path (2 sections)	\$35.00	\$15.00
Hunter Ave. Walk Path	\$35.00	\$15.00
Tapp Rd. Pathway	\$100.00	\$50.00
Winslow Rd. Pathway	\$50.00	\$25.00
	\$1,905.00	\$1,085.00
	\$2,990.00	

EXHIBIT B

COMPENSATION

This project is to be conducted with an agreed Not to Exceed Cost of **Two Thousand Nine Hundred Ninety Dollars and Zero Cents (\$2,990.00)** for each instance that snow removal and/or application of ice melt is performed at all of the locations provided below during the Initial Term or any Renewal Term of this Agreement.

Total compensation paid under this Agreement shall not exceed the amount of **Thirty-Two Thousand Dollars and Zero Cents (\$32,000.00)** for the Initial Term or for any Renewal Term of this Agreement.

In the event the City notifies Contractor that services are needed at fewer than all of the locations, the not to exceed cost of providing services shall be assessed at the rate allocated in Exhibit A for each of the specific locations for which the City has requested these services.

EXHIBIT C

PROJECT SCHEDULE

The Initial Term of this Agreement shall be from the approval date of this Agreement through April 30, 2017.

This Agreement may be renewed annually for additional terms which would commence on November 1 of the year of renewal and expire on April 30 of the following year (the "Renewal Term"), provided Contractor does not give written notice to the City, at least sixty (60) days prior to the expiration of the Original Term or any Renewal Term, that Contractor does not wish to renew this Agreement.

EXHIBIT D

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

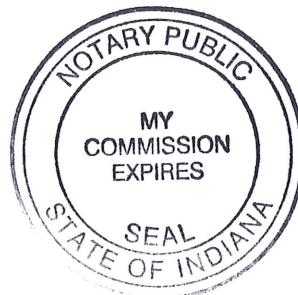
AFFIDAVIT REGARDING E-VERIFY

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

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



Signature

BRIAN OBERY
Printed name



STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Brian Obery
and acknowledged the execution of the foregoing this 26 day of
October, 2016.


Notary Public
DANA E DILLON
Printed name

My Commission Expires: 4-25-2024
County of Residence: Monroe

EXHIBIT E

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

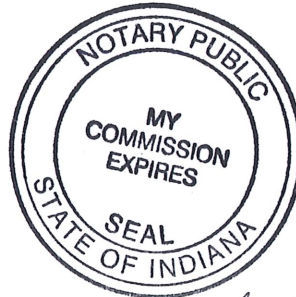
I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this 26 day of OCTOBER, 2016.

GREEN DRAGON LAWN CARE
(Name of Organization)

By: BRIAN OBERY

[Signature]
(Name and Title of Person Signing)



STATE OF INDIANA)
COUNTY OF Monroe) SS:

Subscribed and sworn to before me this 26 day of October, 2016.

My Commission Expires:
April 24, 2025

[Signature]
Notary Public Signature

Resident of Monroe County

DANA E DILLON
Printed Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ROBLEY & ASSOCIATES JASON ROBLEY 102 N MADISON AVE GREENWOOD, IN 46142	CONTACT NAME: PHONE (A/C, No, Ext): 317-865-0800 FAX (A/C, No): 317-865-0898 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : INDIANA FARMERS INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED GREEN DRAGON LAWN CARE INC. 8470 S FAIRFAX ROAD BLOOMINGTON, INDIANA 47401	NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPP10002274	4/25/2016	4/25/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CAP1001638	2/15/2016	2/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCP1002369	10/24/2016	10/24/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF BLOOMINGTON

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.



Board of Public Works Staff Report

Project/Event: 4th Street Garage Fence Project
Petitioner/Representative: Public Works
Staff Representative: Ryan Daily
Meeting Date: 11/14/17

Scope of Work:

Move and install additional fencing in the basement of the 4th Street Garage to increase the size of the storage area.

Quotes were requested from the following contractors with quotes as follows:

Affordable Fencing	-\$1,890.00
Sunset Hill Fence	-No Bid Given-
Ward	-No Bid Given-

Staff recommends using Affordable Fencing

Recommend **x Approval** **Denial by: Ryan Daily**

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
AFFORDABLE FENCE, INC.
FOR
4TH STREET GARAGE FENCING PROJECT

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and AFFORDABLE FENCE, INC., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for MOVE AND ADD ADDITIONAL FENCING TO INCREASE STORAGE AREA IN BASEMENT OF GARAGE, (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 thirty (30) calendar days from the date of the notice to proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby

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

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claim(s), CITY shall compensate CONTRACTOR in a lump sum not to exceed One Thousand Eight Hundred Ninety Dollars (\$1,890.00). 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.

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 and Payment Bonds.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and
Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the 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 a Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the contract amount.

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Affordable Fence, Inc.
Attn: Ryan Daily, Parking Garage Manager	Attn: Michael Sterrett
P.O. Box 100 Suite 120	P. O. Box 1452
Bloomington, Indiana 47402	Bloomington, IN 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 No Collusion: Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevent any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Attachment D, affirming 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

Affordable Fence, Inc.

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Kelly M. Boatman, Member

Printed Name

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

4TH STREET GARAGE FENCING PROJECT

This project shall include, but is not limited to:

Contractor shall furnish all materials, labor and tools to complete the following.

Basement:

1. Contractor shall remove existing bollards and move to space indicated on photo.
2. Remove fenced wall as indicated on photo.
3. Install new fencing with product equivalent with current build.
4. Fencing shall extend two spaces and corner to wall.
5. Fence shall have a hinged door equivalent with current build as indicated on photo.
6. Install privacy screen equivalent with current build.



Method of Compliance (Specify) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

*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 _____)
)SS:
COUNTY OF _____)

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 _____)
)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 _____

ATTACHMENT 'D'

"NON-COLLUSION AFFIDAVIT"

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(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

Contractor Bid List

Project:

Contractor	Contact Information	Date of Walkthrough	Bid Amount	Notes:
Affordabe Fence	michaelsterrett@yahoo.com	10.12.17	1890	
Sunset Hill Fence	tammykmay@gmail.com	10.12.17	No bid	
Ward (Award Fence, LLC)	awardfence24@gmail.com			Did not call for appointment within 7 days



Board of Public Works Staff Report

Project/Event: Electrical Service Agreement
Petitioner/Representative: Public Works
Staff Representative: Ryan Daily
Meeting Date: 11/14/2017

Scope of Work:

Replace all electrical wiring in according to the scope of work presented by Applied Engineering Services.

Quotes were received by the following:

Electric Plus	\$153,000
James Babcock	\$166,300
Connect Electric	\$191,000
Cassady Electric	\$134,990
Banta	\$192,000

Staff recommends using Cassady Electric for the scope of work for this project due to competitive pricing on the project.

Recommend ☒ Approval ☐ Denial by: Ryan Daily

Board of Public Works
Staff Report

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
CASSADY ELECTRICAL CONTRACTORS, INC.
FOR
4TH STREET GARAGE ELECTRICAL SYSTEM REPLACEMENTS

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and CASSADY ELECTRICAL CONTRACTORS, INC., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for REPLACEMENT OF ALL ELECTRICAL SYSTEMS IN 4TH ST. GARAGE, (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 ninety (90) calendar days from the date of the notice to proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein

provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claim(s), CITY shall compensate CONTRACTOR in a lump sum not to exceed One Hundred Thirty-Four Thousand, Nine Hundred Ninety Dollars (\$134,990.00). 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.

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 and Payment Bonds.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and
Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the 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 a Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the contract amount.

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Cassady Electrical Contractors, Inc.
Attn: Ryan Daily, Parking Garage Manager	Attn: Mae Cassady
P.O. Box 100 Suite 120	P. O. Box 53
Bloomington, Indiana 47402	Ellettsville, IN 47429

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 No Collusion: Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevent any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Attachment D, affirming 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

Cassady Electrical Contractors, Inc.

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Kelly M. Boatman, Member

Printed Name

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

4TH STREET GARAGE ELECTRICAL SYSTEM REPLACEMENTS

Contractor shall furnish all materials, labor and tools to complete the following.

This project shall include, but is not limited to, the replacement of existing panelboards, feeders, and branch circuits including all raceways and conductors. This Project also includes a new HVAC unit for the garage office and any and all other work as shown and specified in the construction documents contained in the Project Manual prepared by Applied Engineering Services, Inc.

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

*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 _____)
)SS:
COUNTY OF _____)

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 _____)
)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

ATTACHMENT 'D'

"NON-COLLUSION AFFIDAVIT"

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(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

Contractor Bid List

Project:

Contractor	Contact Information	Attended Bid Meeting	Bid Amount	Notes:
Electric Plus		Yes	\$153,000	
James Babcock			\$166,300	
Connect Electric			\$191,000	
Cassady Electric		Yes	\$134,990	Award Bid
Banta			\$192,000	



Board of Public Works Staff Report

Project/Event: 4th Street Garage Skywalk Upgrade and Repair – Change Order #2
Petitioner/Representative: Public Works/Parking Garages
Staff Representative: Ryan Daily
Meeting Date: November 14, 2017

Ankriss Services is under contract for the Renovation of the 4th Street Parking Garage Skywalk Project. While performing work under this Agreement, it was determined additional work was necessary.

Change Order #2 on Skywalk renovation:

1. Re-caulk exterior of windows on both sides of skywalk - \$7,926.14

The windows caulking is over 30 years old and has been subject to weathering. Nearly all of the seals on the windows have shrunk or are damaged. The caulking is necessary to keep water from entering the interior of the garage.

Total Change Order #2 - \$7,926.14

Recommend X Approval Denial by: Ryan Daily

Board of Public Works
Staff Report

**ANKRISS SERVICES**736 S. Morton
Bloomington, Indiana 47403
812-361-7620**Contractors Invoice**

TO: <u>City of Bloomington</u> <u>41st St. garage.</u>		WORK PERFORMED AT: <u>4th St. garage</u> <u>2017-1202</u>
DATE <u>10/20/17</u>	YOUR WORK ORDER NO.	OUR BID NO.

DESCRIPTION OF WORK PERFORMEDRe-Seal

- ① Caulk around all window edges
- ② Caulk around flashing at base of windows
- ③ Caulk top edge of storefront framing
- ④ Caulk bottom of storefront framing
- ⑤ Seal attachment ends of silywolk

Total → \$ 7,926.14

* Contractor does Not guarantee any work to stop or inhibit any water or air leakage!

* Price does Not include Replacement of broken glass, and glass with bad seals.

RECEIVED
CC: ☐ ENC. MONEY: ☐ ☒ PAY & CLOSEFUND / ACCT LINE: 53650EXPLANATION: Repair of windows -caulking and flashingDIV. APPROVAL: Ryan DineyDEPT. APPROVAL: [Signature]

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____

Dollars (\$ _____).

This is a ☐ Partial ☐ Full invoice due and payable by: _____in accordance with our ☐ Agreement ☐ Proposal No. _____ Dated _____

adams TCS122

11-12

Kyla Cox DeukardAdam WasonKelly M. BoatmanPhilippa M. GuthrieDana Palazzo**CITY OF BLOOMINGTON**

Legal Department

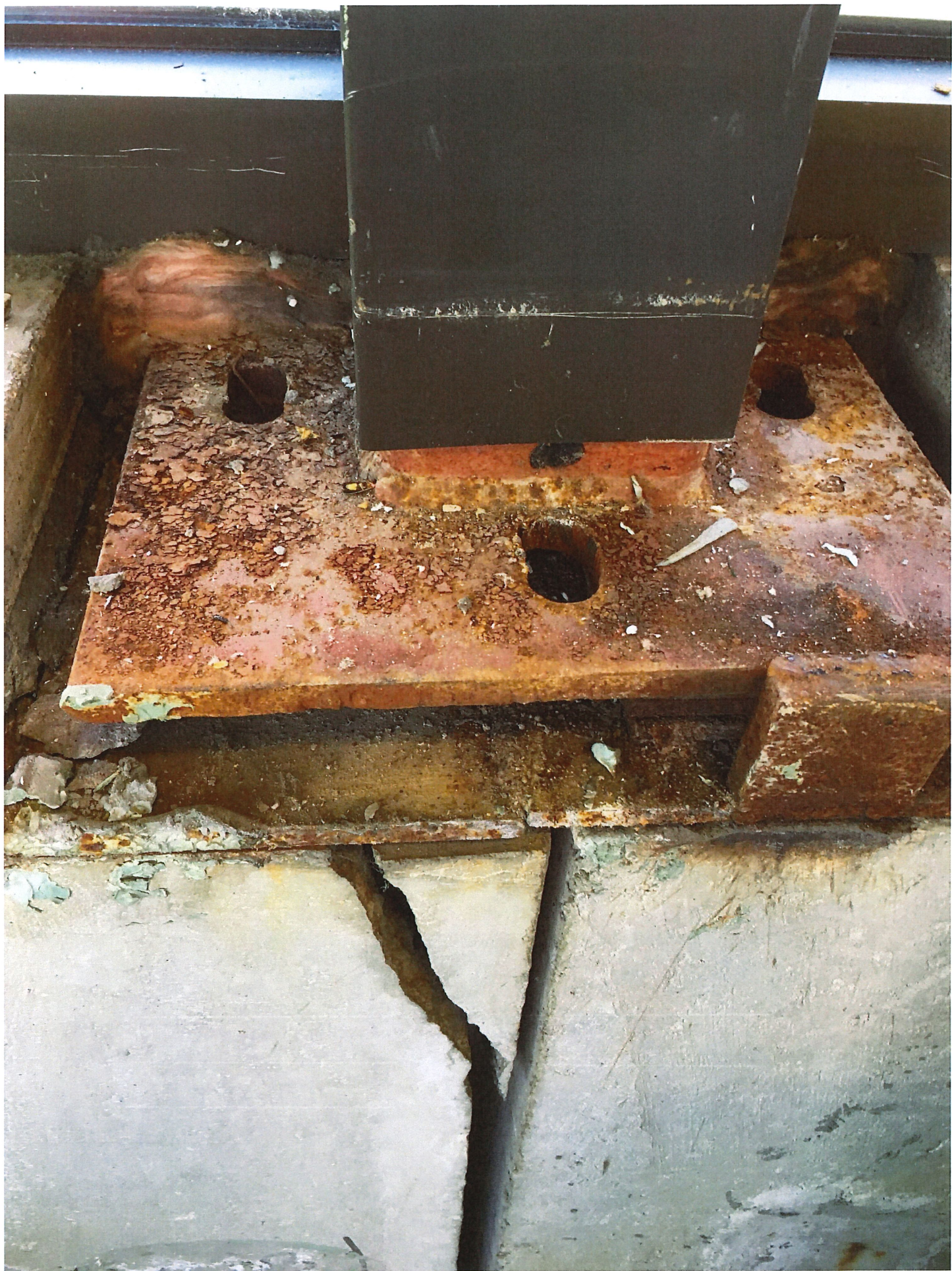
Reviewed By:

Jackie MooreDATE: 11.6.17**CITY OF BLOOMINGTON**

Controller

Reviewed by:

[Signature]DATE: 11-8-17FUND/ACCT: 452-365

















Board of Public Works Claim Register

Invoice Date Range 11/07/17 - 11/17/17

Vendor	Invoice Description	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					
Michael Bechtel	01-Bechtel-refund adoption fee-feline	11/17/2017		11/17/2017	75.00
Nicholas Duffy	01-Duffy-refund adoption fee-canine	11/17/2017		11/17/2017	40.00
Catherine Hall	01-Hall-refund adoption fee	11/17/2017		11/17/2017	40.00
Veronica Lawson	01-Lawson-refund adoption fee-feline	11/17/2017		11/17/2017	75.00
Dalton Peach	01-Peach-refund adoption fee-feline	11/17/2017		11/17/2017	75.00
Zichuang Xie	01-Xie-refund adoption fee	11/17/2017		11/17/2017	20.00
Account 43430 - Animal Adoption Fees Totals					Invoice Transactions 6
					\$325.00
Account 43442 - Equipment Deposits					
Kevin Thang	01-Thang-refund trap deposit	11/17/2017		11/17/2017	40.00
Account 43442 - Equipment Deposits Totals					Invoice Transactions 1
					\$40.00
Account 52210 - Institutional Supplies					
313 - Fastenal Company	01-window cleaner	11/17/2017		11/17/2017	47.64
313 - Fastenal Company	01-mop heads, paper towels, bowl cleaner	11/17/2017		11/17/2017	118.17
313 - Fastenal Company	01-trash can liners, paper towels.	11/17/2017		11/17/2017	202.80
4586 - Hill's Pet Nutrition Sales, INC	01-puppy/canine food-10/20/17	11/17/2017		11/17/2017	276.96
4586 - Hill's Pet Nutrition Sales, INC	01-puppy/canine/kitten food-10/27/17	11/17/2017		11/17/2017	290.56
53005 - Menards, INC	01-watering can	11/17/2017		11/17/2017	7.78
4633 - Midwest Veterinary Supply, INC	01-paper bowels-10/02/17	11/17/2017		11/17/2017	84.34
4633 - Midwest Veterinary Supply, INC	01-antibiotics, syringes-10/26/17	11/17/2017		11/17/2017	421.49
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (LG), Isolation gowns10/19/17	11/17/2017		11/17/2017	89.87
4633 - Midwest Veterinary Supply, INC	01-rat food, antibiotics, syringes-10/19/17	11/17/2017		11/17/2017	169.88
4633 - Midwest Veterinary Supply, INC	01-sanitizer-10/30/17	11/17/2017		11/17/2017	303.76
4633 - Midwest Veterinary Supply, INC	01-needles-10/30/17	11/17/2017		11/17/2017	23.07
5819 - Synchrony Bank	01-leashes, treat pouches	11/17/2017		11/17/2017	171.84
4666 - Zoetis, INC	01-bordetella vaccine	11/17/2017		11/17/2017	256.00
4549 - Kroger Limited Partnership I	06-bunny food	11/17/2017		11/17/2017	44.81
4549 - Kroger Limited Partnership I	06-bunny food	11/17/2017		11/17/2017	11.29
4549 - Kroger Limited Partnership I	06-bunny food	11/17/2017		11/17/2017	9.38
Account 52210 - Institutional Supplies Totals					Invoice Transactions 17
					\$2,529.64
Account 52420 - Other Supplies					
9523 - Freedom Business Solutions, LLC	01-toner-black	11/17/2017		11/17/2017	98.00
Account 52420 - Other Supplies Totals					Invoice Transactions 1
					\$98.00
Account 53130 - Medical					
175 - Monroe County Humane Association, INC	01-rabies vaccines, bloodwork-invoice date 10/6/17	11/17/2017		11/17/2017	287.80
Account 53130 - Medical Totals					Invoice Transactions 1
					\$287.80
Account 53220 - Postage					
4487 - PMB East, INC (PakMail)	01-BOH shipping-10/19/17	11/17/2017		11/17/2017	20.50
Account 53220 - Postage Totals					Invoice Transactions 1
					\$20.50



Board of Public Works Claim Register

Invoice Date Range 11/07/17 - 11/17/17

Vendor	Invoice Description	G/L Date	Received Date	Payment Date	Invoice Amount
Program 010000 - Main Totals		Invoice Transactions 27			\$3,300.94
Department 01 - Animal Shelter Totals		Invoice Transactions 27			\$3,300.94
Department 02 - Public Works					
Program 020000 - Main					
Account 46060 - Other Violations					
Charles Compton	14-Compton-refund overpayment pkg citation L1702152	11/17/2017	11/17/2017		40.00
Benjamin & Vivian Hopkins	14-Hopkins-refund overpayment pkg citation E1701547	11/17/2017	11/17/2017		5.00
Jade Rogers	14-Rogers-refund overpayment pkg citation L1601888	11/17/2017	11/17/2017		40.00
Paul D Theising	14-Theising-refund overpayment D1704732	11/17/2017	11/17/2017		20.00
Account 46060 - Other Violations Totals		Invoice Transactions 4			\$105.00
Account 53210 - Telephone					
1079 - AT&T	02-Radio Circuits-phone charges-9/29-10/28/17	11/17/2017	11/17/2017		180.17
Account 53210 - Telephone Totals		Invoice Transactions 1			\$180.17
Program 020000 - Main Totals		Invoice Transactions 5			\$285.17
Department 02 - Public Works Totals		Invoice Transactions 5			\$285.17
Department 03 - City Clerk					
Program 030000 - Main					
Account 52110 - Office Supplies					
3560 - First Financial Bank / Credit Cards	03 - Hole punches w/ shipping	11/17/2017	11/17/2017		170.90
Account 52110 - Office Supplies Totals		Invoice Transactions 1			\$170.90
Account 53230 - Travel					
3560 - First Financial Bank / Credit Cards	03 - Hotel room for AIM Ideas Summit	11/17/2017	11/17/2017		198.00
Account 53230 - Travel Totals		Invoice Transactions 1			\$198.00
Account 53310 - Printing					
9523 - Freedom Business Solutions, LLC	03 - Printer repair	11/17/2017	11/17/2017		65.00
Account 53310 - Printing Totals		Invoice Transactions 1			\$65.00
Account 53990 - Other Services and Charges					
205 - City Of Bloomington	03 - Recording fee for Ord 17-3906-	11/07/2017	11/17/2017		25.00
Account 53990 - Other Services and Charges Totals		Invoice Transactions 1			\$25.00
Program 030000 - Main Totals		Invoice Transactions 4			\$458.90
Department 03 - City Clerk Totals		Invoice Transactions 4			\$458.90
Department 04 - Economic & Sustainable Dev					
Program 040000 - Main					
Account 52110 - Office Supplies					
5103 - Staples Contract & Commercial, INC	04 - Office supplies, pens, post-its, legal pads	11/17/2017	11/17/2017		21.33
Account 52110 - Office Supplies Totals		Invoice Transactions 1			\$21.33
Account 53170 - Mgt. Fee, Consultants, and Workshops					
6131 - Jane St John	04 - Consulting Agreement	11/17/2017	11/17/2017		9,668.75
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice Transactions 1			\$9,668.75
Account 53910 - Dues and Subscriptions					
3560 - First Financial Bank / Credit Cards	04 Hootsuite 2017	11/17/2017	11/17/2017		6.41
Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1			\$6.41



Board of Public Works Claim Register

Invoice Date Range 11/07/17 - 11/17/17

Vendor	Invoice Description	G/L Date	Received Date	Payment Date	Invoice Amount
Department 06 - Controller's Office					
Program 060000 - Main					
Account 52110 - Office Supplies					
5103 - Staples Contract & Commercial, INC	06-Pens	11/17/2017	11/17/2017		2.91
5103 - Staples Contract & Commercial, INC	06-Keyboards trays, wrist pad, storage bags	11/17/2017	11/17/2017		16.00
5103 - Staples Contract & Commercial, INC	06-Keyboards trays, wrist pad, storage bags	11/17/2017	11/17/2017		47.06
Account 52110 - Office Supplies Totals				Invoice Transactions 3	\$65.97
Program 060000 - Main Totals				Invoice Transactions 3	\$65.97
Department 06 - Controller's Office Totals				Invoice Transactions 3	\$65.97
Department 09 - CFRD					
Program 090000 - Main					
Account 52110 - Office Supplies					
5103 - Staples Contract & Commercial, INC	09-dayminders, weekly planners, staple removers,	11/17/2017	11/17/2017		116.61
Account 52110 - Office Supplies Totals				Invoice Transactions 1	\$116.61
Account 52420 - Other Supplies					
3560 - First Financial Bank / Credit Cards	09-CBVN President's Volunteer Service Award	11/17/2017	11/17/2017		19.67
Account 52420 - Other Supplies Totals				Invoice Transactions 1	\$19.67
Account 53160 - Instruction					
669 - Nancy A Woolery	09-Registration to attend Drug/Heroin Symposium	11/17/2017	11/17/2017		80.12
Account 53160 - Instruction Totals				Invoice Transactions 1	\$80.12
Account 53960 - Grants					
205 - City Of Bloomington	09-CFRD Sponsorship of MLK Birthday Celebration-2018	11/17/2017	11/17/2017		1,000.00
Account 53960 - Grants Totals				Invoice Transactions 1	\$1,000.00
Account 53990 - Other Services and Charges					
4413 - Constant Contact	09-Renew Constant Contact subscription for one year	11/17/2017	11/17/2017		798.00
Account 53990 - Other Services and Charges Totals				Invoice Transactions 1	\$798.00
Program 090000 - Main Totals				Invoice Transactions 5	\$2,014.40
Department 09 - CFRD Totals				Invoice Transactions 5	\$2,014.40
Department 10 - Legal					
Program 100000 - Main					
Account 53120 - Special Legal Services					
205 - City Of Bloomington	10 Petty Cash for Recording Ivey waiver	11/07/2017	11/17/2017		25.00
205 - City Of Bloomington	10 Petty Cash to record ps6 waiver	11/07/2017	11/17/2017		25.00
3893 - OneBeacon Insurance Group	10 OneBeacon Runnebohm matter	11/17/2017	11/17/2017		1,333.92
Account 53120 - Special Legal Services Totals				Invoice Transactions 3	\$1,383.92
Account 53160 - Instruction					
3560 - First Financial Bank / Credit Cards	10 FFB Behjou seminar Oct IMLA	11/17/2017	11/17/2017		98.00
Account 53160 - Instruction Totals				Invoice Transactions 1	\$98.00
Account 53220 - Postage					
205 - City Of Bloomington	10 COB Controller PC postage 9 26 17	11/07/2017	11/17/2017		10.40



Board of Public Works Claim Register

Invoice Date Range 11/07/17 - 11/17/17

Vendor	Invoice Description	G/L Date	Received Date	Payment Date	Invoice Amount
Account 53220 - Postage Totals		Invoice Transactions 1			\$10.40
Account 53990 - Other Services and Charges					
205 - City Of Bloomington	10 COB Controllers PC recording Friedman waiver	11/07/2017	11/17/2017		25.00
3560 - First Financial Bank / Credit Cards	10 First financial Bank Sec of State Moore Notary	11/17/2017	11/17/2017		11.22
204 - State Of Indiana	10-driver's license search	11/17/2017	11/17/2017		15.00
Account 53990 - Other Services and Charges Totals		Invoice Transactions 3			\$51.22
Program 100000 - Main Totals		Invoice Transactions 8			\$1,543.54
Department 10 - Legal Totals		Invoice Transactions 8			\$1,543.54
Department 11 - Mayor's Office					
Program 110000 - Main					
Account 52110 - Office Supplies					
5103 - Staples Contract & Commercial, INC	11-note pads, disinfectant wipes	11/17/2017	11/17/2017		9.38
5103 - Staples Contract & Commercial, INC	11-tissues, Sharpie	11/17/2017	11/17/2017		4.78
Account 52110 - Office Supplies Totals		Invoice Transactions 2			\$14.16
Account 53110 - Engineering and Architectural					
53442 - Paragon Micro, INC	11-iPad cases for BFD	11/17/2017	11/17/2017		299.94
5103 - Staples Contract & Commercial, INC	11-iPads for BFD	11/17/2017	11/17/2017		1,794.00
Account 53110 - Engineering and Architectural Totals		Invoice Transactions 2			\$2,093.94
Account 53230 - Travel					
5459 - John M Hamilton	11-reimbursement for fall travel	11/17/2017	11/17/2017		368.53
Account 53230 - Travel Totals		Invoice Transactions 1			\$368.53
Program 110000 - Main Totals		Invoice Transactions 5			\$2,476.63
Department 11 - Mayor's Office Totals		Invoice Transactions 5			\$2,476.63
Department 12 - Human Resources					
Program 120000 - Main					
Account 53310 - Printing					
501 - Karl Clark (KC Designs)	12 Envelopes	11/17/2017	11/17/2017		70.00
Account 53310 - Printing Totals		Invoice Transactions 1			\$70.00
Account 53910 - Dues and Subscriptions					
323 - Hoosier Times, INC	12 Yearly subscription/Newspaper Acct 46628812-	11/17/2017	11/17/2017		211.35
Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1			\$211.35
Account 53990 - Other Services and Charges					
5844 - Sean Conrad Olson (The Olson Group LLC)	12 Inv 154 Group Coaching Sessions	11/17/2017	11/17/2017		2,666.64
Account 53990 - Other Services and Charges Totals		Invoice Transactions 1			\$2,666.64
Program 120000 - Main Totals		Invoice Transactions 3			\$2,947.99
Department 12 - Human Resources Totals		Invoice Transactions 3			\$2,947.99
Department 13 - Planning					
Program 130000 - Main					
Account 52110 - Office Supplies					
5103 - Staples Contract & Commercial, INC	13-Calendar/Paper Towels	11/17/2017	11/17/2017		13.55
Account 52110 - Office Supplies Totals		Invoice Transactions 1			\$13.55
Account 53170 - Mgt. Fee, Consultants, and Workshops					



Board of Public Works Claim Register

Invoice Date Range 11/07/17 - 11/17/17

Vendor	Invoice Description	G/L Date	Received Date	Payment Date	Invoice Amount
8305 - Schmidt Associates, INC	13-Design Services_Architecture&Design Review of Dev.	11/17/2017		11/17/2017	14,513.75
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice Transactions 1		\$14,513.75
Account 53230 - Travel					
3560 - First Financial Bank / Credit Cards	13-Hotel expense_5 rooms_APA-IN Fall Conference	11/17/2017		11/17/2017	206.00
3560 - First Financial Bank / Credit Cards	13-Hotel expense_5 rooms_APA-IN Fall Conference	11/17/2017		11/17/2017	206.00
3560 - First Financial Bank / Credit Cards	13-Hotel expense_5 rooms_APA-IN Fall Conference	11/17/2017		11/17/2017	206.00
3560 - First Financial Bank / Credit Cards	13-Hotel expense_5 rooms_APA-IN Fall Conference	11/17/2017		11/17/2017	206.00
3560 - First Financial Bank / Credit Cards	13-Hotel expense_5 rooms_APA-IN Fall Conference	11/17/2017		11/17/2017	203.96
6139 - Seyedamir K Farshchi	13-Per Diem - APA-IN Fall Conference	11/17/2017		11/17/2017	59.00
6012 - Joseph B Jackson	13-Per Diem - APA-IN Fall Conference	11/17/2017		11/17/2017	59.00
5941 - Amelia Lewis	13-Per diem--APA-IN Fall Conference	11/17/2017		11/17/2017	46.00
6218 - Theresa M Porter	13-Per Diem_APA-IN Fall Conference	11/17/2017		11/17/2017	59.00
5358 - Jacqueline M Scanlan	13-Per diem + mileage--APA-IN Fall Conference	11/17/2017		11/17/2017	151.93
	Account 53230 - Travel Totals		Invoice Transactions 10		\$1,402.89
Account 53320 - Advertising					
3560 - First Financial Bank / Credit Cards	13-APA Job Ad Posting (Zoning Compliance Planner)	11/17/2017		11/17/2017	50.00
3560 - First Financial Bank / Credit Cards	13-APA-IN Chapter_Job Post-2wks (Zoning Compliance	11/17/2017		11/17/2017	50.00
	Account 53320 - Advertising Totals		Invoice Transactions 2		\$100.00
Account 53910 - Dues and Subscriptions					
5150 - Institute of Transportation Engineers	13 - Annual Membership Dues - Neil Kopper	11/17/2017		11/17/2017	265.50
5150 - Institute of Transportation Engineers	13 - Annual Membeship Dues - Andrew Cibor	11/17/2017		11/17/2017	265.50
	Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 2		\$531.00
Account 53990 - Other Services and Charges					
205 - City Of Bloomington	13-Tapp-Rockport Project(Partial release of mortgage &	11/07/2017		11/17/2017	25.00
205 - City Of Bloomington	13-Recording Fees-Land Transactions(Tapp, Hillside,	11/07/2017		11/17/2017	25.00
205 - City Of Bloomington	13-Recording Fees-Land Transactions(Tapp, Hillside,	11/07/2017		11/17/2017	50.00
205 - City Of Bloomington	13-Recording Fees-Land Transactions(Tapp, Hillside,	11/07/2017		11/17/2017	25.00
205 - City Of Bloomington	13-Recording Fees-Land Transactions(Tapp, Hillside,	11/07/2017		11/17/2017	25.00
4408 - Environmental Systems Research Institute,INC ESRI	13 - ArcGIS Licenses	11/17/2017		11/17/2017	31,500.00
199 - Monroe County Government	13 - September Copies	11/17/2017		11/17/2017	17.00
	Account 53990 - Other Services and Charges Totals		Invoice Transactions 7		\$31,667.00
	Program 130000 - Main Totals		Invoice Transactions 23		\$48,228.19
Program 132000 - MPO					
Account 52420 - Other Supplies					
394 - Kleindorfer Hardware & Variety	13-Traffic count supplies(nails,nail gun	11/17/2017		11/17/2017	73.78
	Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$73.78
	Program 132000 - MPO Totals		Invoice Transactions 1		\$73.78
	Department 13 - Planning Totals		Invoice Transactions 24		\$48,301.97
Department 19 - Facilities Maintenance					
Program 190000 - Main					
Account 52210 - Institutional Supplies					
231 - Indiana University Health Bloomington, INC	19-Hearing tests-Boruff/Flake/J. Hays/T. Hays	11/17/2017		11/17/2017	116.00



Board of Public Works Claim Register

Invoice Date Range 11/07/17 - 11/17/17

Vendor	Invoice Description	G/L Date	Received Date	Payment Date	Invoice Amount
Account 52310 - Building Materials and Supplies		Account 52210 - Institutional Supplies Totals		Invoice Transactions 1	\$116.00
409 - Black Lumber Co INC	19-CH-painting supplies-paint grid, roller cover	11/17/2017		11/17/2017	6.27
413 - Bloomington Paint & Wallpaper Co	19-Gallon of paint for City Hall	11/17/2017		11/17/2017	30.69
395 - Kirby Risk Corp	19-CH-light bulbs	11/17/2017		11/17/2017	23.70
395 - Kirby Risk Corp	19-CH-light bulbs-10/2/17	11/17/2017		11/17/2017	479.88
394 - Kleindorfer Hardware & Variety	19-CH-mason bits	11/17/2017		11/17/2017	6.49
53005 - Menards, INC	19-CH-garbage disposal	11/17/2017		11/17/2017	85.00
53005 - Menards, INC	19-laminate router, router bit set, whirlpool filter,	11/17/2017		11/17/2017	98.31
		Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 7	\$730.34
Account 52420 - Other Supplies		Account 52420 - Other Supplies Totals		Invoice Transactions 1	\$36.05
651 - Engraving & Stamp Center, INC	19-2*12 Sign with engraving	11/17/2017		11/17/2017	36.05
		Account 53610 - Building Repairs		Invoice Transactions 5	\$14,129.63
32 - Cassady Electrical Contractors, INC	19-ACC-had to extend existing conduit up side of bldg	11/17/2017		11/17/2017	229.93
3434 - Executive Management Services, INC	19-CH/off site facilities-cleaning services for October	11/17/2017		11/17/2017	13,389.00
321 - Harrell Fish, INC	19-CH-troubleshoot issues w/temp. controls system	11/17/2017		11/17/2017	216.00
392 - Koorsen Fire & Security, INC	19-Annual Fire Extinguisher Inspection	11/17/2017		11/17/2017	140.20
392 - Koorsen Fire & Security, INC	19-CH-Quartley Sprinkler Inspection	11/17/2017		11/17/2017	154.50
		Account 53630 - Machinery and Equipment Repairs		Invoice Transactions 1	\$20.80
3496 - Smith Implements, INC	19-City Hall-leaf blower	11/17/2017		11/17/2017	20.80
		Account 53910 - Dues and Subscriptions		Invoice Transactions 2	\$92.25
Department 28 - ITS		Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 2	\$92.25
Program 280000 - Main		Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 2	\$92.25
Account 52420 - Other Supplies		Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 2	\$92.25
53442 - Paragon Micro, INC	28-StarTech.com 1 Port USB to RS232 DB9 Serial	11/17/2017		11/17/2017	29.98
		Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 2	\$92.25
Account 53230 - Travel		Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 2	\$92.25
3560 - First Financial Bank / Credit Cards	28-Bob White Travel & Training (Spiceworks Conference)	11/17/2017		11/17/2017	462.30
		Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 2	\$92.25
Account 53640 - Hardware and Software Maintenance		Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 2	\$92.25
4408 - Environmental Systems Research Institute,INC ESRI	28-ArcGIS Enterprise Standard Four Core License	11/17/2017		11/17/2017	9,000.00
53442 - Paragon Micro, INC	28-VMware Support & Subscription Renewal	11/17/2017		11/17/2017	7,522.75
5444 - Tyler Technologies, INC	28-New World Services: Server Migration	11/17/2017		11/17/2017	4,000.00
		Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 2	\$92.25
Account 53910 - Dues and Subscriptions		Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 2	\$92.25
3560 - First Financial Bank / Credit Cards	28-Canva Subscription	11/17/2017		11/17/2017	72.25
3560 - First Financial Bank / Credit Cards	28-Basecamp Project Plan Subscription	11/17/2017		11/17/2017	20.00
		Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 2	\$92.25



Board of Public Works Claim Register

Invoice Date Range 11/07/17 - 11/17/17

Vendor	Invoice Description	G/L Date	Received Date	Payment Date	Invoice Amount
	Program 280000 - Main Totals		Invoice Transactions 7		\$21,107.28
	Department 28 - ITS Totals		Invoice Transactions 7		\$21,107.28
	Fund 101 - General Fund (S0101) Totals		Invoice Transactions 109		\$107,232.10
Fund 103 - Restricted Donations					
Department 06 - Controller's Office					
Program 400101 - Animal Medical Services					
Account 53130 - Medical					
4441 - Combs Veterinary Clinic, LLC	01-surgery recheck, pain meds-10/7/17	11/17/2017		11/17/2017	8.50
4441 - Combs Veterinary Clinic, LLC	01-ACL/TPLO surgery-10/4/17	11/17/2017		11/17/2017	1,804.03
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-neuter, FHO surgery-10/20/17	11/17/2017		11/17/2017	592.21
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-10/17/17	11/17/2017		11/17/2017	338.50
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-post surgery e-collar-10/12/17	11/17/2017		11/17/2017	7.16
	Account 53130 - Medical Totals		Invoice Transactions 5		\$2,750.40
	Program 400101 - Animal Medical Services Totals		Invoice Transactions 5		\$2,750.40
	Department 06 - Controller's Office Totals		Invoice Transactions 5		\$2,750.40
	Fund 103 - Restricted Donations Totals		Invoice Transactions 5		\$2,750.40
Fund 312 - Community Services					
Department 09 - CFRD					
Program 090004 - Com Serv- Accessibility					
Account 52420 - Other Supplies					
4549 - Kroger Limited Partnership I	09-decorations for CCA Annual Celebration	11/17/2017		11/17/2017	48.94
	Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$48.94
Account 53990 - Other Services and Charges					
5086 - Frame Station, INC (Framemakers)	09-CCA Annual Celebration - AccessAbility Sign	11/17/2017		11/17/2017	126.85
5932 - Indiana Bratworks (Board & Blade)	09-CCA Annual Celebration Event--catering	11/17/2017		11/17/2017	1,152.00
6169 - Rylin Rodgers	09-keynote speaker	11/17/2017		11/17/2017	250.00
	Account 53990 - Other Services and Charges Totals		Invoice Transactions 3		\$1,528.85
	Program 090004 - Com Serv- Accessibility Totals		Invoice Transactions 4		\$1,577.79
Program 090018 - CBVN					
Account 47050 - Donations					
55092 - WonderLab Museum of Science, Health & Technology	09-CBVN-Refund for fee registration to attend VPRM	11/17/2017		11/17/2017	10.00
	Account 47050 - Donations Totals		Invoice Transactions 1		\$10.00
Account 52420 - Other Supplies					
4549 - Kroger Limited Partnership I	09-CBVN-Nonprofit Board Certificate Seminar-	11/17/2017		11/17/2017	20.14
	Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$20.14
	Program 090018 - CBVN Totals		Invoice Transactions 2		\$30.14
	Department 09 - CFRD Totals		Invoice Transactions 6		\$1,607.93
	Fund 312 - Community Services Totals		Invoice Transactions 6		\$1,607.93
Fund 401 - Non-Reverting Telecom (S1146)					
Department 25 - Telecommunications					
Program 254000 - Infrastructure					
Account 53170 - Mgt. Fee, Consultants, and Workshops					



Board of Public Works Claim Register

Invoice Date Range 11/07/17 - 11/17/17

Vendor	Invoice Description	G/L Date	Received Date	Payment Date	Invoice Amount
5437 - Columbia Telecommunications Corporation	28-Community Broadband Consulting Serv-6/1-9/30/17	11/17/2017		11/17/2017	320.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice Transactions 1		\$320.00
Account 54450 - Equipment					
6222 - Apple, INC	28-Capital Replacement Workstations - iMac	11/17/2017		11/17/2017	2,349.00
6222 - Apple, INC	28-Capital Replacement Workstations AppleCare	11/17/2017		11/17/2017	152.00
53442 - Paragon Micro, INC	28-Capital Replacement Workstations	11/17/2017		11/17/2017	914.99
53442 - Paragon Micro, INC	28-Capital Replacement Workstations	11/17/2017		11/17/2017	8,234.91
53442 - Paragon Micro, INC	28-Capital Replacement Monitor	11/17/2017		11/17/2017	167.25
53442 - Paragon Micro, INC	28-Capital Replacement Workstations	11/17/2017		11/17/2017	2,899.98
	Account 54450 - Equipment Totals		Invoice Transactions 6		\$14,718.13
	Program 254000 - Infrastructure Totals		Invoice Transactions 7		\$15,038.13
Program 256000 - Services					
Account 53150 - Communications Contract					
4170 - Comcast Cable Communications, INC	28-401 N Morton-business internet-11/1-11/30/17	11/17/2017		11/17/2017	149.85
	Account 53150 - Communications Contract Totals		Invoice Transactions 1		\$149.85
Account 53170 - Mgt. Fee, Consultants, and Workshops					
5437 - Columbia Telecommunications Corporation	28-Community Broadband Consulting Serv-6/1-9/30/17	11/17/2017		11/17/2017	320.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice Transactions 1		\$320.00
	Program 256000 - Services Totals		Invoice Transactions 2		\$469.85
	Department 25 - Telecommunications Totals		Invoice Transactions 9		\$15,507.98
	Fund 401 - Non-Reverting Telecom (\$1146) Totals		Invoice Transactions 9		\$15,507.98
Fund 451 - Motor Vehicle Highway(S0708)					
Department 20 - Street					
Program 200000 - Main					
Account 52340 - Other Repairs and Maintenance					
313 - Fastenal Company	20-Credit for Marking Paint	11/17/2017		11/17/2017	(28.60)
313 - Fastenal Company	20-ear plugs, gloves, tape measurer, paint	11/17/2017		11/17/2017	215.19
	Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 2		\$186.59
Account 52420 - Other Supplies					
3560 - First Financial Bank / Credit Cards	20-Mailbox for repair due to damage	11/17/2017		11/17/2017	66.29
409 - Black Lumber Co INC	20-521 crayon lumber blue, masonry nail	11/17/2017		11/17/2017	17.97
394 - Kleindorfer Hardware & Variety	20-11 rain gear suits	11/17/2017		11/17/2017	142.89
394 - Kleindorfer Hardware & Variety	20-paving crew-putty knives, drinking cups	11/17/2017		11/17/2017	32.06
394 - Kleindorfer Hardware & Variety	20-leafing crews-8 folding car maps @ \$13.49/each	11/17/2017		11/17/2017	107.92
786 - Richard's Small Engine, INC	20-concrete crew-diamond wheel 14" 1 inch/concrete	11/17/2017		11/17/2017	139.97
	Account 52420 - Other Supplies Totals		Invoice Transactions 6		\$507.10
Account 53920 - Laundry and Other Sanitation Services					
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-10/25/17	11/17/2017		11/17/2017	21.90
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels-10/25/17	11/17/2017		11/17/2017	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels-10/18/17	11/17/2017		11/17/2017	26.39
	Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 3		\$74.68
	Program 200000 - Main Totals		Invoice Transactions 11		\$768.37



Board of Public Works Claim Register

Invoice Date Range 11/07/17 - 11/17/17

Vendor	Invoice Description	G/L Date	Received Date	Payment Date	Invoice Amount
	Department 20 - Street Totals		Invoice Transactions 11		<u>\$768.37</u>
	Fund 451 - Motor Vehicle Highway(S0708) Totals		Invoice Transactions 11		<u>\$768.37</u>
Fund 452 - Parking Facilities(S9502)					
Department 26 - Parking					
Program 260000 - Main					
Account 52210 - Institutional Supplies					
8002 - Safeguard Business Systems, INC	26-All weather No Parking Signs	11/17/2017		11/17/2017	<u>645.40</u>
	Account 52210 - Institutional Supplies Totals		Invoice Transactions 1		<u>\$645.40</u>
Account 52430 - Uniforms and Tools					
293 - J&S Locksmith Shop, INC	26-Parking Garages-backpack blower	11/17/2017		11/17/2017	<u>381.90</u>
	Account 52430 - Uniforms and Tools Totals		Invoice Transactions 1		<u>\$381.90</u>
Account 53630 - Machinery and Equipment Repairs					
6889 - Professional Golfcar Corporation	26-Golf Carts rented for elevator repair	11/17/2017		11/17/2017	<u>740.00</u>
	Account 53630 - Machinery and Equipment Repairs Totals		Invoice Transactions 1		<u>\$740.00</u>
Account 53650 - Other Repairs					
3909 - Applied Engineering Services, INC	26-4th St Garage-elect. system replacement-serv. from	11/17/2017		11/17/2017	4,380.00
6055 - David Padgett (AnKriss Services)	26-4th St Skywalk-CO-completion percentage of skywalk	11/17/2017		11/17/2017	<u>32,425.69</u>
	Account 53650 - Other Repairs Totals		Invoice Transactions 2		<u>\$36,805.69</u>
Account 53840 - Lease Payments					
512 - 7th & Walnut , LLC	26-Morton St Garage-December 2017 garage rent	11/17/2017		11/17/2017	18,759.98
3887 - Mercury Development Group, LLC	26-Walnut St Garage-December 2017 garage rent	11/17/2017		11/17/2017	<u>36,405.49</u>
	Account 53840 - Lease Payments Totals		Invoice Transactions 2		<u>\$55,165.47</u>
	Program 260000 - Main Totals		Invoice Transactions 7		<u>\$93,738.46</u>
	Department 26 - Parking Totals		Invoice Transactions 7		<u>\$93,738.46</u>
	Fund 452 - Parking Facilities(S9502) Totals		Invoice Transactions 7		<u>\$93,738.46</u>
Fund 454 - Alternative Transport(S6301)					
Department 02 - Public Works					
Program 020000 - Main					
Account 43170.0004 - Residential Neighborhood Permits Zone # 4					
Richard Taylor	14-Taylor-refund visitor parking permit ZV46411-not	11/17/2017		11/17/2017	<u>25.00</u>
	Account 43170.0004 - Residential Neighborhood Permits Zone # 4 Totals		Invoice Transactions 1		<u>\$25.00</u>
Account 54310 - Improvements Other Than Building					
818 - Everywhere Signs, LLC	13-Stencils(used to mark bike dismount	11/17/2017		11/17/2017	150.00
467 - Groomer Construction, INC	13-Morningside Dr. Sidewalk_Sheffield Dr. to Park Ridge BC 2016-69	11/17/2017		11/17/2017	117,800.12
5637 - Shrewsberry & Associates, LLC	13-10th Street Sidewalk Project BC 2017-67	11/17/2017		11/17/2017	<u>7,275.00</u>
	Account 54310 - Improvements Other Than Building Totals		Invoice Transactions 3		<u>\$125,225.12</u>
	Program 020000 - Main Totals		Invoice Transactions 4		<u>\$125,250.12</u>
	Department 02 - Public Works Totals		Invoice Transactions 4		<u>\$125,250.12</u>
	Fund 454 - Alternative Transport(S6301) Totals		Invoice Transactions 4		<u>\$125,250.12</u>
Fund 601 - Cum Cap Development(S2391)					
Department 02 - Public Works					
Program 020000 - Main					



Board of Public Works Claim Register

Invoice Date Range 11/07/17 - 11/17/17

Vendor	Invoice Description	G/L Date	Received Date	Payment Date	Invoice Amount
Account 53110 - Engineering and Architectural					
399 - American Structurepoint, INC	13-Traffic Signal Re-timing Project (up to 85 BC 2015-55	11/17/2017		11/17/2017	4,353.30
	Account 53110 - Engineering and Architectural Totals		Invoice Transactions 1		\$4,353.30
	Program 020000 - Main Totals		Invoice Transactions 1		\$4,353.30
	Department 02 - Public Works Totals		Invoice Transactions 1		\$4,353.30
	Fund 601 - Cum Cap Development(S2391) Totals		Invoice Transactions 1		\$4,353.30
Fund 730 - Solid Waste (\$6401)					
Department 16 - Sanitation					
Program 160000 - Main					
Account 43090 - Solid Waste					
Jodi Adkins	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	6.00
Yong Yeol Ahn	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	12.00
Robert Althausen	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	36.00
Barbara Andrews	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	4.00
Alan Balkema	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	4.00
Maria Barnett	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	12.00
Cecile Berne	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	8.00
Steven J. Borik	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	22.00
David Bowden	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	10.00
Elizabeth Bowman	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	8.00
Wayne Brovelli	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	36.00
Nicholas Browning	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	44.00
Doug Bruce	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	26.00
Russell Brummett	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	12.00
Fred H. Cate	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	22.00
John Challifour	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	3.00
205 - City Of Bloomington	16-PC reimb-trash & yard waste sticker refunds	11/17/2017		11/17/2017	288.00
205 - City Of Bloomington	16-PC Reimb-trash and yard waste sticker refunds	11/17/2017		11/17/2017	254.00
205 - City Of Bloomington	16-pc reimb trash & yard waste sticker refunds	11/17/2017		11/17/2017	188.00
205 - City Of Bloomington	16-PC Reimb-trash and yard waste sticker refunds	11/17/2017		11/17/2017	375.00
205 - City Of Bloomington	16-PC Reimb-trash and yard waste sticker refunds	11/17/2017		11/17/2017	907.00
Keith Clay	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	8.00
Lisa V. Comforty	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	50.00
Dana S. Cook	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	8.00
Charles Coon	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	4.00
Susan Corrigan	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	100.00
Lyn Crane	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	6.00
Triana Dalia	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	8.00
Iulia Demeter	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	20.00
Amy Denekamp	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	8.00
Dinah Dorotheo	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	24.00
Maureen Drabicki	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	8.00



Board of Public Works Claim Register

Invoice Date Range 11/07/17 - 11/17/17

Vendor	Invoice Description	G/L Date	Received Date	Payment Date	Invoice Amount
Becky Drew-McColley	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	4.00
Jennifer Duckworth	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	28.00
Ben Duggan	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	30.00
Jody Dvorak	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	8.00
Michelle Egidio	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	2.00
Roy Elkes	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	16.00
Aaron Ferris & Elmira Ferris	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	36.00
David Emmert	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	2.00
Alyce Fly	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	2.00
Marshall Francis	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	10.00
Melissa Fulton	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	8.00
Girl Scout Troop #2579	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	1,530.00
Edward Goh	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	28.00
Oscar Gonzalez	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	18.00
Peggy Goulet	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	2.00
Chin-Fanj Hahn	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	16.00
H. M. Haitjema	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	16.00
William Hansen	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	1.00
George Hartzog	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	42.00
Chris Hawes	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	28.00
Jeanette Heidewald	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	12.00
Joan Hershey	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	32.00
Edward Hitchcock	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	4.00
Susanne Houshmand	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	28.00
Laura Hudson	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	16.00
Eric Isaacson	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	12.00
Charles W. Johnson	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	6.00
Tom Johnson	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	10.00
Michael Karlin	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	30.00
Marilyn Keiser	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	16.00
Adam Keppel	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	12.00
Sung Kim	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	14.00
Asha Kirchhoff	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	12.00
Koichi Kitano	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	12.00
Marion Krefeldt	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	22.00
Kroger #91	16-trash sticker refund	11/17/2017		11/17/2017	120.00
Kroger #91	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	1,868.00
Kroger South J900	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	3,028.00
Stephen LaSalle	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	10.00
David Leake	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	22.00
Fritz Lieber	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	12.00
Valerie Lindsey	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	6.00



Board of Public Works Claim Register

Invoice Date Range 11/07/17 - 11/17/17

Vendor	Invoice Description	G/L Date	Received Date	Payment Date	Invoice Amount
Robert Lorimer	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	2.00
Sharin Martin	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	16.00
Merv Meister	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	6.00
Filippo Menczer	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	28.00
William & Norma Mitchell	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	10.00
Hiroko Mori	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	6.00
Roland Nobis	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	28.00
Sara Noorihoseini	16-trash sticker refund	11/17/2017		11/17/2017	392.00
Sharon Ormstedt	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	26.00
Catherine Overbey	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	4.00
Huseyin Ozturk	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	28.00
Pearl Patton	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	28.00
Susan Patton	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	12.00
William Perry	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	4.00
Wes Peters	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	6.00
Keith Pfeiffer	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	24.00
Kari Ponto	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	118.00
Sharon Pugh	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	4.00
Shelah Qazi	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	58.00
Mary P. Railing	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	16.00
Martin Rickert	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	22.00
Pat Riesenman	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	16.00
Huma Rife	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	90.00
Shannon Robson	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	22.00
Lynette Rorer	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	30.00
Elizabeth Rosdeitcher	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	16.00
Olimpia Rosenthal	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	12.00
Naresh Shah	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	6.00
Sanford Shapiro	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	6.00
Annie Smiley	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	32.00
Joanna Sparks	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	86.00
Phillip Sperry	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	36.00
Joe Stackhouse	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	54.00
Patrick E. Starkey	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	4.00
Noah Stoffman	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	102.00
Bill Street	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	22.00
Norman Su	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	6.00
Robert Sung	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	22.00
Susan Sweet	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	22.00
David B. Thompson	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	16.00
Shannon Threlkeld	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	58.00
Joe True	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	14.00



Board of Public Works Claim Register

Invoice Date Range 11/07/17 - 11/17/17

Vendor	Invoice Description	G/L Date	Received Date	Payment Date	Invoice Amount
Patty Uffman	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	24.00
Anna Vincenzi	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	6.00
Indermohan Virk	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	6.00
Vicky Walker	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	10.00
Rachael Weaver	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	4.00
Conie Westermann	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	76.00
Adam Wheeler	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	40.00
Rega Wood	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	4.00
Qin Zhang	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	14.00
Account 43090 - Solid Waste Totals			Invoice Transactions	125	\$11,346.00
Account 43100 - Yard Waste					
Jodi Adkins	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	4.00
Yong Yeol Ahn	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	10.00
Robert Althausen	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	1.00
Barbara Andrews	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	15.00
Maria Barnett	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	11.00
Marcia Baron	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	6.00
Cecile Berne	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	18.00
Steven J. Borik	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	5.00
David Bowden	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	3.00
Elizabeth Bowman	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	4.00
Doug Bruce	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	18.00
Fred H. Cate	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	1.00
John Challifour	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	2.50
205 - City Of Bloomington	16-PC reimb-trash & yard waste sticker refunds	11/17/2017		11/17/2017	134.75
205 - City Of Bloomington	16-PC Reimb-trash and yard waste sticker refunds	11/17/2017		11/17/2017	63.25
205 - City Of Bloomington	16-pc reimb trash & yard waste sticker refunds	11/17/2017		11/17/2017	88.00
205 - City Of Bloomington	16-PC Reimb-trash and yard waste sticker refunds	11/17/2017		11/17/2017	330.00
Keith Clay	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	8.00
Lisa V. Comforty	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	4.00
Dana S. Cook	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	19.00
Charles Coon	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	7.00
Triana Dalia	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	9.00
Iulia Demeter	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	9.00
Amy Denekamp	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	2.00
Dinah Dorotheo	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	7.00
Michelle Egidio	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	3.00
David Emmert	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	9.00
Alyce Fly	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	17.00
Melissa Fulton	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	16.00
Girl Scout Troop #2579	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	902.00
Edward Goh	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	12.00



Board of Public Works Claim Register

Invoice Date Range 11/07/17 - 11/17/17

Vendor	Invoice Description	G/L Date	Received Date	Payment Date	Invoice Amount
Peggy Goulet	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	1.00
Chin-Fanj Hahn	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	8.00
H. M. Haitjema	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	5.00
William Hansen	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	8.00
George Hartzog	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	1.00
Chris Hawes	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	10.25
Joan Hershey	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	13.75
Susanne Houshmand	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	1.00
Laura Hudson	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	7.00
Eric Isaacson	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	1.00
Adam Keppel	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	2.00
Sung Kim	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	5.00
Marion Krefeldt	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	10.00
Kroger #91	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	877.00
Kroger South J900	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	127.00
David Leake	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	7.00
Fritz Lieber	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	22.00
Valerie Lindsey	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	22.00
Robert Lorimer	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	4.00
Sharin Martin	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	3.00
Sharon Ormstedt	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	9.00
Catherine Overbey	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	51.00
Pearl Patton	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	1.00
Susan Patton	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	15.00
William Perry	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	1.00
Wes Peters	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	20.00
Kari Ponto	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	22.00
Shelah Qazi	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	1.00
Mary P. Railing	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	2.00
Martin Rickert	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	7.00
Pat Riesenman	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	14.00
Elizabeth Rosdeitcher	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	2.00
Naresh Shah	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	2.00
Sanford Shapiro	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	8.00
Joanna Sparks	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	3.00
Noah Stoffman	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	2.00
Bill Street	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	17.00
Norman Su	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	6.00
Robert Sung	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	8.00
Susan Sweet	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	2.00
Robert Thrasher	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	4.00
Patty Uffman	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	2.00



Board of Public Works Claim Register

Invoice Date Range 11/07/17 - 11/17/17

Vendor	Invoice Description	G/L Date	Received Date	Payment Date	Invoice Amount
Arvind Verma	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	4.00
Indermohan Virk	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	9.00
Vicky Walker	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	21.00
Rachael Weaver	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	13.00
Kevin Weinberg	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	15.00
Adam Wheeler	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	16.00
Qin Zhang	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	9.00
Haiyan Zhu	16-trash and yard waste sticker refunds	11/17/2017		11/17/2017	3.00
Randy Zinn	16-trash and yard waste sticker refund	11/17/2017		11/17/2017	8.00
Account 43100 - Yard Waste Totals		Invoice Transactions 82			\$3,170.50
Account 52420 - Other Supplies					
248 - Cosner's Ice Company	16-ice for employees, 75 7lb bags	11/17/2017		11/17/2017	108.75
Account 52420 - Other Supplies Totals		Invoice Transactions 1			\$108.75
Account 52430 - Uniforms and Tools					
313 - Fastenal Company	16-gloves-48-10/17/17	11/17/2017		11/17/2017	42.06
313 - Fastenal Company	16-gloves-155-10/13/17	11/17/2017		11/17/2017	157.93
Account 52430 - Uniforms and Tools Totals		Invoice Transactions 2			\$199.99
Account 53310 - Printing					
5387 - Creative Graphics, INC (dba Baugh Enterprises)	16-700 door hangers for trash cans-courtesy pickup	11/17/2017		11/17/2017	325.00
Account 53310 - Printing Totals		Invoice Transactions 1			\$325.00
Account 53920 - Laundry and Other Sanitation Services					
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-10/25/17	11/17/2017		11/17/2017	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat-towel service-10/25/17	11/17/2017		11/17/2017	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-1018/17	11/17/2017		11/17/2017	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-10/18/17	11/17/2017		11/17/2017	7.49
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 4			\$78.72
Account 53950 - Landfill					
52226 - Hoosier Transfer Station-3140	16-trash disposal fees 10/2-10/10/14/17	11/17/2017		11/17/2017	11,851.60
Account 53950 - Landfill Totals		Invoice Transactions 1			\$11,851.60
Account 53990 - Other Services and Charges					
20275 - The Travelers Indemnity	16-M. Bryan-714 S. Park Ave-accident-6/19/17-addt'l	11/17/2017		11/17/2017	677.28
Account 53990 - Other Services and Charges Totals		Invoice Transactions 1			\$677.28
Program 160000 - Main Totals		Invoice Transactions 217			\$27,757.84
Department 16 - Sanitation Totals		Invoice Transactions 217			\$27,757.84
Fund 730 - Solid Waste (\$6401) Totals		Invoice Transactions 217			\$27,757.84
Fund 800 - Risk Management(S0203)					
Department 10 - Legal					
Program 100000 - Main					
Account 52410 - Books					
53246 - National Fire Protection Association (NFPA)	10 National Fire Protect. Assoc. book 7100967Y	11/17/2017		11/17/2017	60.75
Account 52410 - Books Totals		Invoice Transactions 1			\$60.75
Account 52420 - Other Supplies					



Board of Public Works Claim Register

Invoice Date Range 11/07/17 - 11/17/17

Vendor	Invoice Description	G/L Date	Received Date	Payment Date	Invoice Amount
53442 - Paragon Micro, INC	10-Samsung-22" monitor	11/17/2017		11/17/2017	167.25
	Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$167.25
Account 52430 - Uniforms and Tools					
8613 - Crane's Leather & Shoe Shop, INC	10 Crane's 4647 Zachary Clark	11/17/2017		11/17/2017	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 342422 Nixon	11/17/2017		11/17/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-M. Crail-safety shoes	11/17/2017		11/17/2017	99.99
327 - Hoosier Workwear Outlet, INC	10-R. Pfeiffer-safety shoes	11/17/2017		11/17/2017	99.99
327 - Hoosier Workwear Outlet, INC	10-D. Sparks-safety shoes	11/17/2017		11/17/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-K. Paschall-safety shoes	11/17/2017		11/17/2017	100.00
	Account 52430 - Uniforms and Tools Totals		Invoice Transactions 6		\$599.98
Account 53160 - Instruction					
3560 - First Financial Bank / Credit Cards	10 FFB American Red Cross CPR employee training	11/17/2017		11/17/2017	297.00
	Account 53160 - Instruction Totals		Invoice Transactions 1		\$297.00
	Program 100000 - Main Totals		Invoice Transactions 9		\$1,124.98
	Department 10 - Legal Totals		Invoice Transactions 9		\$1,124.98
	Fund 800 - Risk Management(S0203) Totals		Invoice Transactions 9		\$1,124.98
Fund 801 - Health Insurance Trust					
Department 12 - Human Resources					
Program 120000 - Main					
Account 53990 - Other Services and Charges					
18539 - Life Insurance Company Of North America	12-Oct 2017 Cigna LINA \$31,558.30	11/17/2017		11/17/2017	31,558.30
	Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$31,558.30
	Program 120000 - Main Totals		Invoice Transactions 1		\$31,558.30
	Department 12 - Human Resources Totals		Invoice Transactions 1		\$31,558.30
	Fund 801 - Health Insurance Trust Totals		Invoice Transactions 1		\$31,558.30
Fund 802 - Fleet Maintenance(S9500)					
Department 17 - Fleet Maintenance					
Program 170000 - Main					
Account 52230 - Garage and Motor Supplies					
50605 - Bauer Built, INC	17-tires-disp. fee passenger/light truck	11/17/2017		11/17/2017	263.50
50605 - Bauer Built, INC	17-tires-11R225/1000R20, bead repair, spot repair	11/17/2017		11/17/2017	3,333.36
4693 - Monroe County Tire & Supply, INC	17-tires-tire repair/service call	11/17/2017		11/17/2017	80.00
4693 - Monroe County Tire & Supply, INC	17-tires-9.50R16.5-Firestone transforce	11/17/2017		11/17/2017	465.08
4693 - Monroe County Tire & Supply, INC	17-tires-P235/55ZR17-Goodyear Eagle	11/17/2017		11/17/2017	441.08
	Account 52230 - Garage and Motor Supplies Totals		Invoice Transactions 5		\$4,583.02
Account 52240 - Fuel and Oil					
613 - Hoosier Penn Oil Company, INC	17-FLUIDS, OIL-Slideway ISO 220 1/5	11/17/2017		11/17/2017	52.56
349 - White River Cooperative, INC	17 - DIESEL AND UNLEADED FUELS	11/17/2017		11/17/2017	17,920.15
349 - White River Cooperative, INC	17 - DIESEL AND UNLEADED FUELS	11/17/2017		11/17/2017	17,126.35
349 - White River Cooperative, INC	17 - DIESEL AND UNLEADED FUELS	11/17/2017		11/17/2017	18,469.63
349 - White River Cooperative, INC	17 - DIESEL AND UNLEADED FUELS	11/17/2017		11/17/2017	17,844.72
	Account 52240 - Fuel and Oil Totals		Invoice Transactions 5		\$71,413.41



Board of Public Works Claim Register

Invoice Date Range 11/07/17 - 11/17/17

Vendor	Invoice Description	G/L Date	Received Date	Payment Date	Invoice Amount
Account 52320 - Motor Vehicle Repair					
4877 - Asher Group, INC	17-#4221 REPAIR UJOINT-PARTS/LABOR	11/17/2017		11/17/2017	344.95
4877 - Asher Group, INC	17-#4461 REPLACE UJOINT-PARTS/LABOR	11/17/2017		11/17/2017	328.75
409 - Black Lumber Co INC	17-corner clamp, grind wheel, flap disc	11/17/2017		11/17/2017	39.92
244 - Bloomington Ford, INC	17-#496 RESEVOIR ASSY	11/17/2017		11/17/2017	252.44
244 - Bloomington Ford, INC	17-#134 PAN ASSY	11/17/2017		11/17/2017	111.36
244 - Bloomington Ford, INC	17-#1201 WARNING LAMP JEWEL	11/17/2017		11/17/2017	12.64
244 - Bloomington Ford, INC	17 - #934 trans lines and connects	11/17/2017		11/17/2017	78.86
244 - Bloomington Ford, INC	17 - #934 trans lines and connects	11/17/2017		11/17/2017	11.78
941 - Central Indiana Truck Equipment Corporation	17-WARRANTY CREDIT	11/17/2017		11/17/2017	(113.60)
941 - Central Indiana Truck Equipment Corporation	17-CLIPS	11/17/2017		11/17/2017	209.22
941 - Central Indiana Truck Equipment Corporation	17-#948 install oem steps	11/17/2017		11/17/2017	453.44
941 - Central Indiana Truck Equipment Corporation	17-#956 install oem steps	11/17/2017		11/17/2017	453.44
4335 - Circle Distributing, INC	17-misc. parts-MCB BRRF318	11/17/2017		11/17/2017	145.02
4335 - Circle Distributing, INC	17-misc. parts-10/24/17	11/17/2017		11/17/2017	551.72
4335 - Circle Distributing, INC	17-misc. parts-switch assembly-10/23/17	11/17/2017		11/17/2017	3.43
4335 - Circle Distributing, INC	17-misc. parts-spark plug assembly-10/27/17	11/17/2017		11/17/2017	292.80
4335 - Circle Distributing, INC	17-misc. parts-spark plug assembly-10/27/17	11/17/2017		11/17/2017	26.20
4335 - Circle Distributing, INC	17-misc. parts-10/24/17	11/17/2017		11/17/2017	181.36
4335 - Circle Distributing, INC	17-misc. parts-front wall-10/30/17	11/17/2017		11/17/2017	56.76
4335 - Circle Distributing, INC	17-misc. parts-ft. arm assembly-10/30/17	11/17/2017		11/17/2017	159.41
4335 - Circle Distributing, INC	17-misc. parts-11/1/17	11/17/2017		11/17/2017	63.65
4335 - Circle Distributing, INC	17-misc. parts-11/1/17	11/17/2017		11/17/2017	10.64
4335 - Circle Distributing, INC	17-misc. parts-brake kit, brake rotor-10/27/17	11/17/2017		11/17/2017	279.56
4466 - Clarke Power Services, INC	17-#339 INJECTOR REPAIR-PARTS/LABOR	11/17/2017		11/17/2017	6,390.28
51827 - Fire Service, INC	17-#338 SEAT BELT ASSY	11/17/2017		11/17/2017	602.64
51827 - Fire Service, INC	17-#3000 FAN SHROUD	11/17/2017		11/17/2017	314.75
4044 - Industrial Hydraulics, INC	17-misc parts-female coupling	11/17/2017		11/17/2017	370.27
455 - Industrial Service & Supply, INC	17-HYD HOSE AND FITTINGS-10/27/17	11/17/2017		11/17/2017	201.34
796 - Interstate Battery System of Bloomington, INC	17-stock-batteries	11/17/2017		11/17/2017	1,376.94
11672 - Jack Doheny Companies, INC	17 - #468 - ELBOW, TEE AND VALVE	11/17/2017		11/17/2017	57.06
4439 - JX Enterprises, INC	17-BELT	11/17/2017		11/17/2017	43.97
4439 - JX Enterprises, INC	17-CORE RETURN (6921)	11/17/2017		11/17/2017	(81.20)
4439 - JX Enterprises, INC	17-ABS VALVE	11/17/2017		11/17/2017	166.04
4439 - JX Enterprises, INC	17-#444 TAIL LIGHTS	11/17/2017		11/17/2017	244.95
4439 - JX Enterprises, INC	17-#444 REPLACEMENT PASS SIDE MIRROR	11/17/2017		11/17/2017	633.00
394 - Kleindorfer Hardware & Variety	17-4 bolts	11/17/2017		11/17/2017	7.00
787 - Motor Service Corporation	17-labor sales-11/1/17	11/17/2017		11/17/2017	50.00
787 - Motor Service Corporation	17-misc. parts-wiper blade, clr/mkr lamp, serp belt-	11/17/2017		11/17/2017	52.50
54351 - Sternberg, INC	17-CORE RETURN	11/17/2017		11/17/2017	(96.00)
54351 - Sternberg, INC	17-#429 ALTERNATOR	11/17/2017		11/17/2017	197.82
4606 - Truck Service, INC	17-#496 BOLTS	11/17/2017		11/17/2017	27.71



Board of Public Works Claim Register

Invoice Date Range 11/07/17 - 11/17/17

Vendor	Invoice Description	G/L Date	Received Date	Payment Date	Invoice Amount
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-BETTS LED LAMP	11/17/2017		11/17/2017	199.04
Account 52320 - Motor Vehicle Repair Totals		Invoice Transactions 42			\$14,711.86
Account 52420 - Other Supplies					
51565 - EmJay Automotive Equipment, LLC	17 - brake adapter	11/17/2017		11/17/2017	168.80
51565 - EmJay Automotive Equipment, LLC	17- drum dollies	11/17/2017		11/17/2017	269.40
313 - Fastenal Company	17-ear plugs	11/17/2017		11/17/2017	238.98
177 - Indiana Oxygen Co	17-GASES/WELDING SUPPLIES-cutting drap tip,	11/17/2017		11/17/2017	111.51
177 - Indiana Oxygen Co	17 GASES/WELDING SUPPLIES-propane, lighter	11/17/2017		11/17/2017	72.37
3286 - Peacetree, INC (PEI Maintenance)	17 - fuel nozzles	11/17/2017		11/17/2017	143.10
15449 - Rosen & Rosen Industries (R&R Industries)	17 - safety vests-12	11/17/2017		11/17/2017	173.73
337 - Stansifer Radio Co, INC	17-CRIMPING TOOL	11/17/2017		11/17/2017	27.68
Account 52420 - Other Supplies Totals		Invoice Transactions 8			\$1,205.57
Account 53130 - Medical					
231 - Indiana University Health Bloomington, INC	17 - hearing tests-9 employees	11/17/2017		11/17/2017	261.00
Account 53130 - Medical Totals		Invoice Transactions 1			\$261.00
Account 53610 - Building Repairs					
21104 - Cummins Crosspoint, LLC	19-Fleet Maint.-"A" check (insp.) on 10/11/17	11/17/2017		11/17/2017	321.40
Account 53610 - Building Repairs Totals		Invoice Transactions 1			\$321.40
Account 53620 - Motor Repairs					
4877 - Asher Group, INC	17-#496 LABOR	11/17/2017		11/17/2017	334.10
4877 - Asher Group, INC	17-#4221 REPAIR UJOINT-PARTS/LABOR	11/17/2017		11/17/2017	225.00
51834 - BFS Retail Operations, LLC (Firestone)	17-ALIGNMENT SERVICES-BPD vehicle-10/23/17	11/17/2017		11/17/2017	49.99
941 - Central Indiana Truck Equipment Corporation	17-#948 install oem steps	11/17/2017		11/17/2017	588.00
941 - Central Indiana Truck Equipment Corporation	17-#956 install oem steps	11/17/2017		11/17/2017	588.00
4466 - Clarke Power Services, INC	17-#339 INJECTOR REPAIR-PARTS/LABOR	11/17/2017		11/17/2017	4,010.00
Account 53620 - Motor Repairs Totals		Invoice Transactions 6			\$5,795.09
Account 53650 - Other Repairs					
3286 - Peacetree, INC (PEI Maintenance)	17 - Repairs to tanks, replace vapor adapter and spill	11/17/2017		11/17/2017	390.41
Account 53650 - Other Repairs Totals		Invoice Transactions 1			\$390.41
Account 53920 - Laundry and Other Sanitation Services					
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MAT AND TOWELS RENTAL	11/17/2017		11/17/2017	65.31
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MAT AND TOWELS RENTAL	11/17/2017		11/17/2017	65.83
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MAT AND TOWELS RENTAL	11/17/2017		11/17/2017	67.39
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MAT AND TOWELS RENTAL	11/17/2017		11/17/2017	84.81
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MAT AND TOWELS RENTAL	11/17/2017		11/17/2017	66.35
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MAT AND TOWELS RENTAL	11/17/2017		11/17/2017	13.32
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MAT AND TOWELS RENTAL	11/17/2017		11/17/2017	13.34
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MAT AND TOWELS RENTAL	11/17/2017		11/17/2017	13.32
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MAT AND TOWELS RENTAL	11/17/2017		11/17/2017	13.32
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MAT AND TOWELS RENTAL	11/17/2017		11/17/2017	13.32
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 10			\$416.31
Account 53990 - Other Services and Charges					



Board of Public Works Claim Register

Invoice Date Range 11/07/17 - 11/17/17

Vendor	Invoice Description	G/L Date	Received Date	Payment Date	Invoice Amount
3560 - First Financial Bank / Credit Cards	17 - #402 AND 403 TITLE PAPERWORK	11/17/2017		11/17/2017	30.00
	Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$30.00
	Program 170000 - Main Totals		Invoice Transactions 80		\$99,128.07
	Department 17 - Fleet Maintenance Totals		Invoice Transactions 80		\$99,128.07
	Fund 802 - Fleet Maintenance(S9500) Totals		Invoice Transactions 80		\$99,128.07
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	12-City/Util URM	11/07/2017		11/07/2017	10.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/08/2017		11/08/2017	40.99
	Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		Invoice Transactions 2		\$50.99
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util					
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/07/2017		11/07/2017	30.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/08/2017		11/08/2017	60.00
	Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		Invoice Transactions 2		\$90.00
Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util					
17785 - The Howard E. Nyhart Company, INC	12-Util DDC 2017	11/07/2017		11/07/2017	740.00
	Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util Totals		Invoice Transactions 1		\$740.00
	Program 120000 - Main Totals		Invoice Transactions 5		\$880.99
	Department 12 - Human Resources Totals		Invoice Transactions 5		\$880.99
	Fund 804 - Insurance Voluntary Trust Totals		Invoice Transactions 5		\$880.99
Fund 805 - Unemployment Comp Non-Reverting					
Department 12 - Human Resources					
Program 120000 - Main					
Account 53990 - Other Services and Charges					
204 - State Of Indiana	12 Unemployment for Sept/Oct	11/17/2017		11/17/2017	2,145.64
	Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		\$2,145.64
	Program 120000 - Main Totals		Invoice Transactions 1		\$2,145.64
	Department 12 - Human Resources Totals		Invoice Transactions 1		\$2,145.64
	Fund 805 - Unemployment Comp Non-Reverting Totals		Invoice Transactions 1		\$2,145.64
Fund 978 - City 2016 GO Bond Proceeds					
Department 06 - Controller's Office					
Program 06016G - 2016 G Sanitation Carts					
Account 54510 - Other Capital Outlays					
5697 - Cascade Engineering, INC	16-trash carts-64 gal-91	11/17/2017		11/17/2017	3,480.75
	Account 54510 - Other Capital Outlays Totals		Invoice Transactions 1		\$3,480.75
	Program 06016G - 2016 G Sanitation Carts Totals		Invoice Transactions 1		\$3,480.75
	Department 06 - Controller's Office Totals		Invoice Transactions 1		\$3,480.75
	Fund 978 - City 2016 GO Bond Proceeds Totals		Invoice Transactions 1		\$3,480.75
			Invoice Transactions 466		\$517,285.23



Board of Public Works Claim Register

Invoice Date Range 10/23/17 - 10/23/17
Bank Fees Sept 2017

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 (\$0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DeptCC09-17	06-Bank Fees for September 2017	Paid by EFT # 20026		10/23/2017	10/23/2017	10/23/2017		10/23/2017	5.00
				Account 53830 - Bank Charges Totals				Invoice Transactions 1		\$5.00
				Program 010000 - Main Totals				Invoice Transactions 1		\$5.00
				Department 01 - Animal Shelter Totals				Invoice Transactions 1		\$5.00
Department 02 - Public Works										
Program 020000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DeptCC09-17	06-Bank Fees for September 2017	Paid by EFT # 20026		10/23/2017	10/23/2017	10/23/2017		10/23/2017	16.64
				Account 53830 - Bank Charges Totals				Invoice Transactions 1		\$16.64
				Program 020000 - Main Totals				Invoice Transactions 1		\$16.64
				Department 02 - Public Works Totals				Invoice Transactions 1		\$16.64
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DeptCC09-17	06-Bank Fees for September 2017	Paid by EFT # 20026		10/23/2017	10/23/2017	10/23/2017		10/23/2017	5.00
				Account 53830 - Bank Charges Totals				Invoice Transactions 1		\$5.00
				Program 060000 - Main Totals				Invoice Transactions 1		\$5.00
				Department 06 - Controller's Office Totals				Invoice Transactions 1		\$5.00
Department 13 - Planning										
Program 130000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DeptCC09-17	06-Bank Fees for September 2017	Paid by EFT # 20026		10/23/2017	10/23/2017	10/23/2017		10/23/2017	5.00
				Account 53830 - Bank Charges Totals				Invoice Transactions 1		\$5.00
				Program 130000 - Main Totals				Invoice Transactions 1		\$5.00
				Department 13 - Planning Totals				Invoice Transactions 1		\$5.00
				Fund 101 - General Fund (\$0101) Totals				Invoice Transactions 4		\$31.64
Fund 452 - Parking Facilities(\$9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	26-PrkGrG 09-17	06-Bank Fees for September 2017	Paid by EFT # 20025		10/23/2017	10/23/2017	10/23/2017		10/23/2017	2,331.74
18844 - First Financial Bank, N.A.	26-Addt Garg Fee	26-Additional Garage Fees	Paid by EFT # 20033		10/23/2017	10/23/2017	10/23/2017		10/23/2017	99.99
				Account 53830 - Bank Charges Totals				Invoice Transactions 2		\$2,431.73
				Program 260000 - Main Totals				Invoice Transactions 2		\$2,431.73
				Department 26 - Parking Totals				Invoice Transactions 2		\$2,431.73
				Fund 452 - Parking Facilities(\$9502) Totals				Invoice Transactions 2		\$2,431.73
Fund 454 - Alternative Transport(\$6301)										
Department 02 - Public Works										
Program 020000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DeptCC09-17	06-Bank Fees for September 2017	Paid by EFT # 20026		10/23/2017	10/23/2017	10/23/2017		10/23/2017	8.31
				Account 53830 - Bank Charges Totals				Invoice Transactions 1		\$8.31
				Program 020000 - Main Totals				Invoice Transactions 1		\$8.31
				Department 02 - Public Works Totals				Invoice Transactions 1		\$8.31
				Fund 454 - Alternative Transport(\$6301) Totals				Invoice Transactions 1		\$8.31
				Grand Totals				Invoice Transactions 11		\$2,471.68



Board of Public Works Claim Register

Invoice Date Range 11/01/17 - 11/06/17

Utility Checks 11-6-17

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 28 - ITS										
Program 280000 - Main										
Account 53210 - Telephone										
1079 - AT&T	812339226110-17	28-phone charges 9/20-10/19/17-#812 339-	Paid by Check # 66607		11/01/2017	11/01/2017	11/01/2017		11/06/2017	5,540.16
Account 53210 - Telephone Totals								Invoice Transactions 1		\$5,540.16
Program 280000 - Main Totals								Invoice Transactions 1		\$5,540.16
Department 28 - ITS Totals								Invoice Transactions 1		\$5,540.16
Fund 101 - General Fund (S0101) Totals								Invoice Transactions 1		\$5,540.16
Fund 401 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 254000 - Infrastructure										
Account 53750 - Rentals - Other										
12283 - Smithville Communications	401NMRTN-110117	28-401 N Morton/ACC-internet services 11/1-	Paid by Check # 66612		11/01/2017	11/01/2017	11/01/2017		11/06/2017	1,614.27
Account 53750 - Rentals - Other Totals								Invoice Transactions 1		\$1,614.27
Program 254000 - Infrastructure Totals								Invoice Transactions 1		\$1,614.27
Program 256000 - Services										
Account 53150 - Communications Contract										
12283 - Smithville Communications	401NMRTN-110117	28-401 N Morton/ACC-internet services 11/1-	Paid by Check # 66612		11/01/2017	11/01/2017	11/01/2017		11/06/2017	1,136.00
Account 53150 - Communications Contract Totals								Invoice Transactions 1		\$1,136.00
Program 256000 - Services Totals								Invoice Transactions 1		\$1,136.00
Department 25 - Telecommunications Totals								Invoice Transactions 2		\$2,750.27
Fund 401 - Non-Reverting Telecom (S1146) Totals								Invoice Transactions 2		\$2,750.27
Fund 450 - Local Road and Street(S0706)										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	Cntrysd/Snfl1017	20-Countryside & Sunflower-Street light	Paid by Check # 66611		11/01/2017	11/01/2017	11/01/2017		11/06/2017	3.83
Account 53520 - Street Lights / Traffic Signals Totals								Invoice Transactions 1		\$3.83
Program 200000 - Main Totals								Invoice Transactions 1		\$3.83
Department 20 - Street Totals								Invoice Transactions 1		\$3.83
Fund 450 - Local Road and Street(S0706) Totals								Invoice Transactions 1		\$3.83
Grand Totals								Invoice Transactions 12		\$8,294.26

REGISTER OF SIHO CLAIMS

Board: Board Of Public Works

	Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1	9/30/2017	EFT	804	FLEX	10/2/2017	199.61
2	10/1/2017	EFT	804	FLEX	10/2/2017	20.00
3	9/29/2017	EFT	801	CIGNA	10/4/2017	37,504.44
4	10/3/2017	EFT	804	FLEX/DDC	10/4/2017	332.31
5	9/29/2017	EFT	804	FLEX	10/4/2017	721.15
6	10/3/2017	EFT	804	FLEX	10/4/2017	75.00
7	10/4/2017	EFT	804	FLEX	10/8/2017	20.00
8	10/6/2017	EFT	801	IAC	10/10/2017	757,484.60
9	10/5/2017	EFT	804	FLEX	10/10/2017	149.98
10	10/6/2017	EFT	804	FLEX	10/10/2017	106.99
11	10/7/2017	EFT	804	FLEX	10/10/2017	22.75
12	10/9/2017	EFT	804	FLEX	10/10/2017	170.00
13	10/10/2017	EFT	801	FLEX/DDC	10/10/2017	480.72
14	10/10/2017	EFT	800	Workers Comp	10/10/2017	1,936.40
15	10/11/2017	EFT	804	FLEX	10/13/2017	156.12
16	10/10/2017	EFT	804	FLEX	10/13/2017	250.81
17	10/13/2017	EFT	804	GYM/MT	10/13/2017	5,940.78
18	10/13/2017	EFT	804	H.S.A. EE	10/13/2017	16,830.69
19	10/12/2017	EFT	804	FLEX	10/13/2017	795.59
20	10/13/2017	EFT	804	FLEX	10/16/2017	53.66
21	10/14/2017	EFT	804	FLEX	10/16/2017	227.75
22	10/17/2017	EFT	804	FLEX	10/19/2017	45.00
27	10/18/2017	EFT	804	FLEX/DDC	10/19/2017	890.45
28	10/18/2017	EFT	804	FLEX	10/20/2017	61.00
29	10/19/2017	EFT	804	H.S.A. EE	10/20/2017	236.79
26	10/19/2017	EFT	804	FLEX	10/20/2017	143.63
30	10/20/2017	EFT	804	FLEX	10/23/2017	41.80
25	10/21/2017	EFT	804	FLEX	10/23/2017	97.78
24	10/21/2017	EFT	804	H.S.A. ER	10/23/2017	170.15
23	10/23/2017	EFT	804	FLEX	10/24/2017	115.00
31	10/24/2017	EFT	804	FLEX	10/25/2017	500.40
32	10/23/2017	EFT	804	FLEX	10/25/2017	115.00
33	10/25/2017	EFT	800	Workers Comp	10/25/2017	1,462.10
34	10/25/2017	EFT	804	FLEX	10/26/2017	1,780.81
35	10/25/2017	EFT	801	H.S.A. ER	10/26/2017	200.90
36	10/25/2017	EFT	804	H.S.A. EE	10/26/2017	15,675.69
37	10/26/2017	EFT	804	FLEX	10/27/2017	90.00
38	10/19/2017	EFT	800	Workers Comp	10/27/2017	34,329.07
39	10/19/2017	EFT	800	Workers Comp	10/27/2017	8,321.32
40	10/30/2017	EFT	804	FLEX	10/31/2017	30.00
41	10/31/2017	EFT	804	FLEX	10/31/2017	510.48
42		EFT	804	FLEX		
43		EFT	804	FLEX		
44		EFT	804	FLEX		
45		EFT	804	FLEX		
46		EFT	804	FLEX		
47		EFT	804	FLEX		
48		EFT	801	H.S.A. EE		
49		EFT	804	FLEX		
50		EFT	800	Workers Comp		
51		EFT	804	FLEX		
52		EFT	804	FLEX		

888,476.72

ALLOWANCE OF CLAIMS

\$ 888,476.72

Dated this ____ day of _____ year of 20____.

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

Fiscal Office _____

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/23/2017	Bank Fees				2,471.68
11/17/2017	Claims				517,285.23
11/6/2017	Sp Utility Cks Woodlawn Ave				8,294.26
10/1/2017	Month Of Otcober HAS/WorkComp/MT & Gym/CIGNA				888,476.72
					1,416,527.89

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of _____ claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **\$ 1,416,527.89**

Dated this _____ day of _____ year of 20_____.

I herby 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 _____