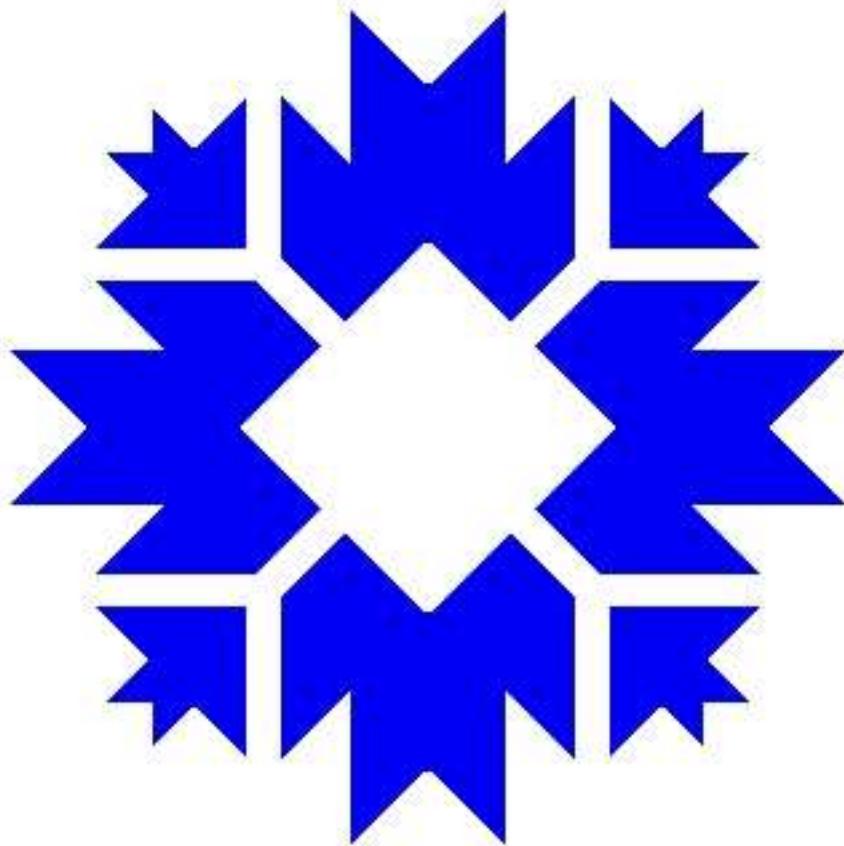


Board of Public Works Meeting

November 28, 2017



**REVISED AGENDA
BOARD OF PUBLIC WORKS**

A Regular Meeting of the Board of Public Work to be held Tuesday, November 28, 2017 at 6:30 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 Quotes for the S. Sare Rd. Crosswalk Islands Project

IV. CONSENT AGENDA

1. Approval of Minutes – November 14, 2017
2. Approval of Payroll

V. NEW BUSINESS

1. Resolution 2017-101: Uphold Order to Seal Unsafe Structure at 1825 S. Covey Ln.
2. Request for Permission from H.M. Mac to Temporarily Close a Portion of N. College Ave. for Notting Hill Residences Water Main Extension
3. Approve Contract for Fire Station #5 Flooring Installation
4. Resolution 2017-103: Special Purchase Determination for Fiber Restoration
5. Award Construction Contract to Groomer Construction, Inc. for the Rockport Road Sidewalk Project
6. Award Construction Contract to Crider & Crider, Inc. for the 10th Street Pedestrian Improvement Project
7. Approve Change Orders #8 and #9 for the Old SR 37 and Dunn Curve Correction Project

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. ADJOURNMENT

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call 812-349-3410 or email public.works@bloomington.in.gov.

The Board of Public Works meeting was held on Tuesday, November 14, 2017 at 5:35 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Kelly Boatman

ROLL CALL

City Staff: John Hewett – Housing and Neighborhood
Development
Chris Wheeler – City Legal
Detective Jeff Rodgers – Bloomington Police
Department
Sean Starowitz – Economic and Sustainable
Development
Christina Smith – Public Works
Joe VanDeventer – Street Department
Adam Wason – Public Works
Matt Smethurst – Planning and Transportation
James Boruff – Facilities Maintenance and Operations
Ryan Daily – Parking Garage Operations
Jackie Moore – City Legal
Valerie Hosea – Public Works
Andrew Cibor – Planning and Transportation
Russell White – Planning and Transportation

None

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

**OPEN SEALED
QUOTES & BIDS**

Cox Deckard opened the sealed Bids for 10th St. Pedestrian Improvement Project. Bids were received from the following companies:

- E&B Paving, Inc.: \$361,600
- Crider & Crider, Inc.: \$337,785
- Milestone Contractors, LP: \$404,950

**Open Sealed Bids for
10th St. Pedestrian
Improvement Project**

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

Cox Deckard opened the sealed Bids for Rockport Rd. Sidewalk Project. Bids were received from the following companies:

- C&H Lawn and Landscaping: 216,800
- Groomer Construction: \$175,298
- Crider & Crider, Inc.: \$276,870
- E&B Paving, Inc.: \$268,300
- Milestone Contractors, LP: \$288,375

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

**Open Sealed Bids for
Rockport Rd. Sidewalk
Project**

**HEARINGS ON
TITLE VI APPEALS**

Chris Wheeler, with City Legal, presented the Appeal of Title VI Citation #38906 at 417 E. 2nd St. See meeting packet or further details.

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

Boatman asked about the time between a warning and violation for fines.

John Hewett, with Housing and Neighborhood Development, explained the BMC doesn't require a warning and that this is a courtesy.

Boatman asked if the warning states that it is a warning.

Hewett confirmed. He said warnings also state the exact violation.

Boatman asked if the weather could have been an issue.

Hewett presented the rainfall report to the Board (This document has been added to the meeting packet).

Cox Deckard asked if the property has been brought into compliance since then.

Hewett said it has not.

Duncan Justice, the appellant, explained that he received the notices

at about 10 a.m. on both mornings, and this did not allow him enough time to mow the grass as their landlord requires a 1-week notice to rent the tenants a lawnmower.

Cox Deckard asked if lawn maintenance is addressed in his rental lease.

Justice confirmed. He explained the landlord will provide a lawnmower to tenants for lawn maintenance. He added that the area in question is a small portion of the lawn.

Boatman made a motion to deny the Appeal of Title VI Citation #38906 at 417 E. 2nd St. Cox Deckard seconded. The motion passed. Appeal denied.

HEARINGS ON NOISE APPEALS

Chris Wheeler, with City Legal, presented the Appeal of Noise Citation #37762 at 585 S. Park Ridge Rd. See meeting packet or further details.

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

Boatman made a motion to deny the Appeal of Noise Citation #37762 at 585 S. Park Ridge Rd. Cox Deckard seconded. The motion passed. Appeal denied.

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 for 11/9/17 in the amount of \$392,206.21

CONSENT AGENDA

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

NEW BUSINESS

Sean Starowitz, with Economic and Sustainable Development, presented Resolution 2017-102: Use of City Streets for Krampus Bazaar (Saturday, 12/2. See meeting packet for further details.

**Resolution 2017-102:
Use of City Streets for
Krampus Bazaar
(Saturday, 12/2)**

Discussion about the map depiction of the route ensued.

Boatman made a motion to approve Resolution 2017-102: Use of City Streets for Krampus Bazaar (Saturday, 12/2). Cox Deckard seconded. The motion passed. Resolution 2017-102 approved.

Christina Smith, with Public Works, presented the Request by Monroe County Solid Waste District to Add Sections of Public Streets to the Adopt-A-Road Program. See meeting packet for further details.

Request by Monroe County Solid Waste District to Add Sections of Public Streets to the Adopt-A-Road Program

Lee Paulsen, with the Monroe County Solid Waste Management District, explained that these roads have had some trash on them and would be good candidates for this program. He added that in 2016, there were 1500 lbs. of recyclables and 4,800 lbs. of trash cleaned up.

Boatman asked if there are signs displaying which organizations have adopted the road sections.

Paulsen confirmed.

Boatman expressed her support of the Adopt-A-Road program.

Boatman made a motion approve the Request by Monroe County Solid Waste District to Add Sections of Public Streets to the Adopt-A-Road Program. Cox Deckard seconded. The motion passed. Request approved.

Joe VanDeventer, with Street Department, presented the Contract with Transmap Corporation for Pavement Condition Survey and Sign Assessment. See meeting packet for further details.

Approve Contract with Transmap Corporation for Pavement Condition Survey and Sign Assessment

Adam Wason, with Public Works, added that the data from this will feed directly into the Lucity Asset Management Software, and will be a city-wide benefit.

Cox Deckard added that this would be more cost effective than the current method.

VanDeventer added that this will help with rating the conditions of the streets in need of repaving.

Wason explained this is an assessment that is approved and used by
BPW 11-14-17

INDOT.

Boatman asked how long will it take.

VanDeventer estimated a 3-4 month completion period.

Boatman asked where the data will be posted.

Wason said the data will become the property of the City.

Boatman made a motion to the Contract with Transmap Corporation for Pavement Condition Survey and Sign Assessment. Cox Deckard seconded. The motion passed. Contract approved.

Matt Smethurst, with Planning and Transportation presented, the Contract with Tree Guy, Inc. for Tree Pruning at 3rd St. & Hillsdale Dr. See meeting packet for further details.

Approve Contract with Tree Guy, Inc. for Tree Pruning at 3rd St. & Hillsdale Dr.

Boatman asked if the City has the capability to this.

Smethurst explained that the trees will be given injections to promote a healthier lifespan and better growth. The City does not have the capability to perform those injections. The Urban Forester believes these trees are good trees to promote the growth of.

Boatman made a motion to approve the Contract with Tree Guy, Inc. for Tree Pruning at 3rd St. & Hillsdale Dr. Cox Deckard seconded. The motion passed. Contract approved.

James Boruff, with Facilities Maintenance and Operations, presented Addendum #1 to 2016 Snow Removal and De-Icing Services Agreement with Green Dragon Lawn Care. See meeting packet for further details.

Approve Addendum #1 to 2016 Snow Removal and De-Icing Services Agreement with Green Dragon Lawn Care

Boatman made a motion to approve Addendum #1 to 2016 Snow Removal and De-Icing Services Agreement with Green Dragon Lawn Care. Cox Deckard seconded. The motion passed. Addendum approved.

Ryan Daily, with Parking Garage Operations, presented the Contract with Affordable Fencing for 4th St. Garage Fencing Project. See meeting packet for further details.

Approve Contract with Affordable Fencing for 4th St. Garage Fencing Project

Boatman asked if this was the only bidder.

Daily confirmed.

Boatman made a motion to approve the Contract with Affordable Fencing for 4th St. Garage Fencing Project. Cox Deckard seconded. The motion passed. Contract approved.

Daily presented the Contract with Cassady Electric for 4th St. Garage Power System Replacement. See meeting packet for further details.

Approve Contract with Cassady Electric for 4th St. Garage Power System Replacement

Cox Deckard asked if the public can anticipate any closures of stairwells, or elevators.

Daily explained this project will not affect the public.

Boatman asked why this replacement is needed.

Daily said there is quite a bit of water damage.

Boatman made a motion to approve the Contract with Cassady Electric for 4th St. Garage Power System Replacement. Cox Deckard seconded. The motion passed. Contract approved.

Daily presented Change Order #2 with Ankriss Services for 4th St. Garage Skywalk Repair Project. See meeting packet for further details.

Approve Change Order #2 with Ankriss Services for 4th St. Garage Skywalk Repair Project

Boatman asked if this is a temporary fix.

Daily confirmed.

Wason added that as layers are peeled back for repair, more issues are uncovered, to include this one. He explained that in the spring, staff will need to revisit this issue, and that there will be one more set of change orders.

Daily added that the skywalk will be open before the holidays.

Boatman made a motion to approve Change Order #2 with Ankriss Services for 4th St. Garage Skywalk Repair Project. Cox Deckard seconded. The motion passed. Change Order approved.

Wason provided the following announcements:

- Outdoor Seating Permits: Qdoba Mexican Eats (116 S. BPW 11-14-17)

STAFF REPORTS & OTHER BUSINESS

Indiana Ave. Suite 200) will receive a permit.

- Sanitation Modernization: Crews are in the process of switching out the solid waste carts, and have completed half of the requests so far. The rates for all customers for the first month will be \$6.22, the lowest rate.
- 2017 Leafing Season: All bagged leaves at the curb will be picked up for free. All leaves raked toward the curb, will be vacuumed. Crews will attempt to revisit areas that were vacuumed earlier in the season, as those leaves may not have fallen yet.
- Animal Care and Control: The Animal Shelter will be closed on Thursday and Friday due to construction. The project is running a few weeks behind schedule. There was a minor delay with the kennels to be installed. Renovations to the current facility should begin shortly after the beginning of the year.

Wason addressed items on the claims register, to include: Trash Sticker refunds and SIHO claims transactions.

APPROVAL OF CLAIMS

Boatman moved to approve the Claims Register for 10/1/17 – 11/1/17 in the amount of \$1,416,527.89. Cox Deckard seconded the motion. The motion passed. Claims approved.

Cox Deckard called for adjournment. Meeting adjourned at 6:45 p.m.

ADJOURNMENT

Accepted by:

Kyla Cox Deckard, President

Kelly Boatman, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

| Date: | Type of Claim | FUND | Description | Bank Transfer | Amount |
|------------|---------------|------|-------------|---------------|-------------------|
| 11/22/2017 | Payroll | | | | 398,809.24 |
| | | | | | <u>398,809.24</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 \$ 398,809.24

Dated this _____ day of _____ year of 20_____.

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

Fiscal Office_____



Board of Public Works Staff Report

Project/Event: Resolution to Seal the Structure located at 1825 S. Covey Ln
Petitioner/Representative: Housing and Neighborhood Development
Staff Representative: Michael Arnold
Date: 28 November 2017

Report:

| | |
|-------------------|---|
| 12 September 2017 | Received complaint regarding unsafe structure. Valid complaint. Issued Order to Seal |
| 03 October 2017 | Order to Seal upheld by BPW |
| 04 October 2017 | Sent Notice of Board Action |
| 01 November 2017 | Drive by inspection. Not in compliance. Sent letter informing owner of notice to request permission to abate. |
| 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 a tree branch had fallen and broken the front picture window. It was also noted the a panel is missing on the garage door and it appears the access door to the garage is also open. HAND issued an Order to Seal the structure and to date the property is still not in compliance. HAND is requesting permission to abate the structure so it in compliance with the Order to Seal.

Recommendation and Supporting Justification:

Recommend ☒ Approval ☐ Denial by:

12 September 2017

Vatche Khachatrian
4236 E. Cambridge Dr.
Bloomington IN 47408

**UNSAFE BUILDING
ORDER TO SEAL**

RE: Structure(s) located at 1825 S. Covey Ln., Bloomington, Indiana 47401
Legal description of relevant property: 015-26270-00 Huntington Park W½ Lot 180

You are the recorded owner of the aforementioned property ("Property"). A complaint was received regarding this property and a drive by inspection was conducted and it was determined the Property contained 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 **SEAL THE STRUCTURE(S)** at the above-referenced property within **10** days, to wit: commencing on the date of receipt of this Order to Seal.

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

Properly seal all openings to the main structure and the garage including but not limited to the broken picture window, the hole in the garage door and what appears to be an open access door on the north side of the garage.

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 SEAL** is being issued as a result of inspection(s) conducted by HAND on 28 August 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:
17.16.060(a); 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 03 October 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

Date

17.16.060 Uniform standards for sealing an unsafe building.

Pursuant to Indiana Code §§ 36-7-9-5(a)(2) and 36-7-9-5(a)(8), this section hereby establishes a uniform standard for sealing an unsafe building against intrusion by unauthorized persons when such an order is issued by the housing and neighborhood development department or the board of public of works:

(a) All openings of a building shall be closed.

- (b) Openings that are more than one square foot in area and located less than twenty feet above the ground or that are accessible from a part of the building such as a fire escape or other means of access shall be secured by the following means:
 - (1) Plywood or oriented strand board, covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building and cut to the inside dimension of the exterior of the opening, shall be placed in all openings in such a way that no portion of the plywood or oriented strand board extends outside the existing frame.
 - (A) The plywood or oriented strand board shall be placed against any existing exterior window slide trim or a furring strip.
 - (B) If there is no slide trim or furring strip, an equivalent block shall be installed.
 - (C) The slide trim, furring strip or block shall be sufficient to prevent the plywood or oriented strand board from being pushed inward.
 - (D) The plywood or oriented strand board shall be affixed to the exterior frame by use of two and three-quarters-inch or longer ring nails spaced a maximum of eight inches apart.
 - (2) Where the inside dimension of the opening exceeds twenty-six square feet in area, additional exterior support shall be provided by placing continuous pieces of nominal two-inch by four-inch framing grade lumber on the outside of the plywood or oriented strand board in such a manner that every carriage bolt used in the opening passes through and joins such a piece of nominal two-inch by four-inch lumber, the plywood or oriented strand board and the interior brace.
 - (A) The round head of the bolt shall be on the outside of such pieces of nominal two-inch by four-inch lumber that gives exterior support.
 - (B) The pieces of nominal two-inch by four-inch framing grade lumber shall be covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building.
 - (3) In case of a ground level door the following method of securing shall be used:
 - (A) The door shall be placed in good repair including, but not limited to, closing any openings in the door, repairing hinges on the door and providing for an adequate closure to the opening; and
 - (B) The door shall be locked by the use of not less than two hasp locks and padlocks to be located equidistant from the top and bottom casing and each other.
 - (C) If no door exists, or if it is impractical to repair the existing door, the opening shall be secured in the manner described in this subsection, substituting, however, a piece of plywood or oriented strand board for the door. The plywood or oriented strand board shall be covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building.
- (c) Any opening that is less than one square foot in area or that is both more than twenty feet above the ground and not accessible from a part of the building shall be covered

so as to prevent the entry of birds, rats or other animals and shall be made weather tight. The covering shall be painted in color similar to the exterior of the building.

- (d) The materials used to secure the openings of a building pursuant to these standards shall meet the following specifications:
 - (1) Plywood or oriented strand board: no less than one-half-inch exterior grade;
 - (2) Braces: no less than nominal two-inch by four-inch framing grade lumber; and
 - (3) Bolts: no less than three-eighths-inch carriage bolts.
 - (e) The housing and neighborhood development department or board of public works may allow the use of other materials and methods of securing openings, including the use of existing doors, if it is shown that, as related to the particular circumstances, the objectives of these standards would be met by the use of such materials and methods.
- (Ord. No. 14-23, § 1, 10-29-2014)

1825 S. Covey Ln.
28 August 2017





Notice of Board Action

Board of Public Works meeting
03 October 2017

04 October 2017

Vatche Khachatryan
4236 E. Cambridge Dr.
Bloomington IN 47408

Re: 015-26270-00 Huntington Park W½ Lot 180; 1825 S. Covey Ln.

Dear Vatche Khachatryan:

The Board of Public Works upheld the Order to Seal the structure at 1825 S. Covey Ln, 015-26270-00 Huntington Park W½ Lot 180, at the 03 October 2017 meeting. The Order requires that all openings be sealed to prevent unauthorized access. This Order to Seal is valid until 12 September 2019.

All inquiries concerning this matter can be addressed to Michael Arnold, Neighborhood Compliance Officer of Housing and Neighborhood Development at 812-349-3420.

Sincerely,

Adam Wason
Acting Director of Public Works

01 November 2017

Vatche Khachatryan
4236 E Cambridge Dr
Bloomington IN 47408

Re: 015-26270-00 Huntington Park W½ Lot 180; 1825 S Covey Ln

Dear Vatche Khachatryan:

Monroe County records show you are still the owner of the above noted property. This property is past due for compliance with the Order to Seal the structure (see enclosed Order). The deadline for compliance with the Order to Seal the structure was 13 October 2017. A drive-by of the property on 01 November 2017 showed that the structure has not been sealed.

This letter is to notify you that Housing and Neighborhood Development will request permission from the Board of Public Works to seal the structure in order to bring the property into compliance with the Order to Seal. The Board of Public Works meeting will be on 28 November 2017 at 5:30pm in the Council Chambers of Shower's City Hall located at 401 N. Morton St. Bloomington IN 47404.

If you have questions regarding this issue please contact me at 812-349-3420.

Sincerely,

Michael Arnold
Neighborhood Compliance Officer

BOARD OF PUBLIC WORKS
RESOLUTION 2017 –101
Unsafe Order to Seal
Unsafe Property at 1825 S. Covey Ln., Bloomington, Indiana

WHEREAS, the City of Bloomington Housing and Neighborhood Development (“HAND”) inspected 1825 S. Covey Ln., Bloomington, Indiana ("Property") and legally described as 015-26270-00 Huntington Park W ½ Lot 180, on the 12th Day of September, 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 Seal on the 12th Day of September, 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 12th day of September, 2017.
- ☐ Rescinds the Order issued by HAND on the 12th day of September, 2017.
- ☐ Modifies the Order issued by HAND on the 12th day of September, 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: Request from HM Mac to temporarily close a traffic lane, bicycle lane and sidewalk at 815 N College Ave to extend the water main for the Notting Hill Residence development

Staff Representative: Dan Backler

Petitioner/Representative: HM Mac/ Richard Richter

Date: November 28th, 2017

Report: HM Mac is in the process of developing Notting Hill Residence at 815 N College Ave. As Part of the development the water main located in the west lane of N College Ave needs extended to the property for access. The water main installation would require the west lane of N College Ave, including the bicycle lane and sidewalk between 11th St and 14th to be temporarily closed. Water main installation is proposed to take place starting Monday December 4th and be completed Friday December 22nd.

Recommendation and Supporting Justification: There are properties on the east and west side of this block. HM Mac is in the process of contacting property owners and residents to inform them of the closure. The sidewalk and travel lane along the east side will remain open. Driveways to adjacent properties are to be open at all times with sequencing and road plating as needed to maintain access. Any interruptions to drives will be kept to short durations no longer than 1 hour. In the event asphalt is not available at the time of completion the contractor will follow temporary street patch standards and maintain the patch through winter months until asphalt is available. This is an acceptance of the current maintenance of traffic plan. The water main work timeframe is contingent upon HM Mac getting approval from IDEM. If the proposed timeframe 12/4-12/22 is postponed for any reason then the request would need to be brought to a future BPW meeting for approval.

Recommend ☒ **Approval** ☐ **Denial by** Dan Backler



Date: November 17, 2017

Project: Notting Hill Residences, Bloomington, IN

Addressee: City of Bloomington Planning Department
401 N. Morton St.
Bloomington, IN 47404

Dear Sara Gomez,

I am writing to address some specific concerns raised by City Planning concerning the maintenance of traffic, and the plan to execute the installation of water mains, per CBU direction, in the right-of-way of College Ave. and the adjacent sidewalk on the West side of the road.

-An annotated maintenance of traffic plan was submitted on 11/16/17 that shows closure of the West lane and redirection of pedestrian traffic along the West side of College Ave. from approximately 14th St. to the North, to 11th St. to the South, as well as an arrow board on the North side of the lane closure that was initially omitted from the MOT plan.

-The water main installation is proposed to take place from Monday, December 4th through Friday, December 22nd.

-If asphalt is not available at the completion of the utility work, the contractor will extend the concrete base portion of the road patch to road grade, and this will be milled, and over-layed with asphalt surface in the spring when the asphalt plant reopens.

-We are in the process of notifying adjacent property owners. Efforts will be made to keep a passable lane of driveways open at all times, with sequencing and road plating. Any interruptions that deviate from this plan should be kept to approximately an hour in duration.

-No issues with MOT are expected to result from the existing railroad crossing, but contractors will be instructed to be cautious with this overhead hazard.

Please let me know if you have any additional questions or concerns.

Thank you,

Brian Roberts
Project Engineer
116 E 3rd St, Bloomington Indiana, 47401
Cell [812-955-9028](tel:812-955-9028)
www.hmmac.com

S↑

Note: At crosswalk 11th St

"Sidewalk Closed" sign
w/o directional arrow

TRAFFIC CONTROL NOTES

1. THE CONTRACTOR SHALL IMPLEMENT TEMPORARY TRAFFIC SETUP AND MAINTENANCE IN ACCORDANCE WITH THE LATEST EDITION OF THE INDIANA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
2. ALL WORK IS TO BE IN ACCORDANCE WITH ALL STATE AND LOCAL REGULATIONS.
3. ALL PERMITS ARE TO BE OBTAINED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
4. SAFE, CLEARLY MARKED PEDESTRIAN AND VEHICULAR ACCESS TO ALL ADJACENT PROPERTIES MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS.

ORANGE TRAFFIC
BARRELS, 10'
SPACING TYPICAL

END
ROAD WORK

200'

TRAFFIC TAPER
100 FT. MAX

WORK AREA

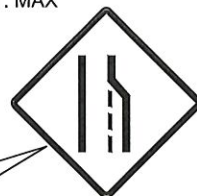
WORK VEHICLE

ONE LANE ONE-WAY
TRAFFIC TAPER
100 FT. MAX

100'

100'

100'



Note: At crosswalk 14th St.

"Sidewalk Closed" sign
w/o directional arrow

TRAFFIC CONTROL PLAN

NOT TO SCALE

Revision Notes 11/16/17
Ruben [Signature]

N
↓



Board of Public Works Staff Report

Project/Event: Flooring Replacement at Fire Station #5

Petitioner/Representative: Public Works Department, Facilities Division

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

Meeting Date: November 28, 2017

This project is to install new flooring in the entry, living room, sleeping quarters, and locker room at Fire Station #5. The existing flooring has degraded to the point that new flooring in these areas is a necessity.

The project will include removal of existing carpet and VCT tile and its replacement with approximately 1,450 square feet of laminate flooring. It will also include the installation of a vapor barrier under the new flooring as well as moldings and wall base trim to finish around the edges of the new flooring.

Quotes were requested from Bounds & McPike Flooring, Bloomington Professional Carpet Cleaners, and CarpetsPlus Colortile West. The quote amounts were as follows:

| Company | Amount |
|--|-------------|
| Bounds & McPike | \$ 9,329.25 |
| Bloomington Professional Carpet Cleaners | \$ 8,023.63 |
| CarpetsPlus Colortile | \$ 6,500.00 |

Staff recommends awarding contract to CarpetsPlus Colortile. They were the lowest bid and have done projects for the City in the past. They have in all cases shown professionalism and competence.

Respectfully submitted,

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

J. D. Boruff
Operations and Facilities Director

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

CARPETSPLUS COLORTILE WEST

FOR

FLOORING REPLACEMENT AT FIRE STATION #5

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and CarpetsPlus Colortile West, (hereinafter CONTRACTOR);

WITNESSETH THAT:

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

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

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

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Six Thousand Five Hundred Dollars (\$6,500.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold ten percent (10%) of the dollar value of all work satisfactorily completed until the Contract work is fifty percent (50%) completed. No additional retainage shall be withheld on the remaining fifty percent (50%) of the Contract work. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties.

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

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

ARTICLE 5. GENERAL PROVISIONS

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials

and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

| <u>Coverage</u> | <u>Limits</u> |
|--|---|
| A. Worker's Compensation & Disability | Statutory Requirements |
| B. 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 Director of Public Works and are not subject to arbitration.

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

| | |
|-----------------------------------|--------------------------------|
| City of Bloomington, Public Works | CarpetsPlus Colortile West |
| Attn: J. D. Boruff | Attn: Trevor Mullis |
| P.O. Box 100, Suite 120 | 1180 S. Liberty Dr., Suite 160 |
| Bloomington, Indiana 47402 | Bloomington, Indiana 47403 |

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

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within five (5) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the five (5) calendar day limitation will be

waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Melanie K. Boatman, Vice President

Printed Name

Dana Palazzo, Secretary

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

FLOORING REPLACEMENT AT FIRE STATION #5

This project shall include, but is not limited to the SCOPE OF WORK

1. The removal of existing flooring and carpeting, and surface preparation in the entry living room, kitchen, hall, bedroom, and locker room.
2. Installation of plastic vapor barrier over concrete areas prior to flooring installation.
3. Installation of approximately 1,450 square feet of vinyl plank flooring.
4. Installation of 160 linear feet of quarter round trim in hallway and common area.
5. Installation of 240 linear feet of black cove base.
6. Install transitions at all appropriate locations.

“AFFIDAVIT”

AFFIDAVIT

County of Residence:



Board of Public Works Staff Report

Project/Event: Special Purchase Determination: Restoration of Fiber between Sanitation and Animal Shelter
Petitioner/Representative: Animal Care and Control
Staff Representative: Virgil Sauder
Date: November 28, 2017

Report: An emergency repair was needed for the fiber connection between the Animal Shelter and Sanitation Building that was severed during construction. The repair occurred October 25th through the 31st. The scope of the project included:

- Directional drill and install (1) 2" Duct with locate wire Approx 140'
- Intercept existing 2" duct and place medium size handhole over intercepted ducts and new bore at 2 locations
- Place 24F i/o cable approx. 420' between buildings using new bore along with existing building entry points.
- Restore disturbed ground with seed and straw to like new or better conditions.
- Terminate 12 fibers on each end of new cable at existing panels.

This amount is not to exceed \$11,202.15

Recommend ☒ **Approval** ☐ **Denial by:** Virgil Sauder

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
JDF CONTRACTING, INC.
FOR
FIBER RESTORATION BETWEEN SANITATION AND ANIMAL SHELTER

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for Fiber Restoration between Sanitation and the Animal Shelter, (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 11/15/2017, 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 Eleven Thousand Two Dollars and Fifteen Cents (\$11,002.15) — 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 | JDF Contracting, Inc. |
| Attn: Virgil Sauder, Animal Shelter Director | Attn: David Tesmer, Vice President, Fiber |
| 3410 S. Walnut St. | 8109 Network Dr. |
| Bloomington, Indiana 47401 | Plainfield, IN 46168-902 |

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

JDH Contracting, 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"

FIBER RESTORATION BETWEEN SANITATION DEPARTMENT AND ANIMAL SHELTER

This project shall include, but is not limited to:

- Directional drill and install (1) 2" Duct with locate wire Approx 140'
- Intercept existing 2" duct and place medium size handhole over intercepted ducts and new bore at 2 locations
- Place 24F i/o cable approx. 420' between buildings using new bore along with existing building entry points.
- Restore disturbed ground with seed and straw to like new or better conditions.
- Terminate 12 fibers on each end of new cable at existing panels.

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: _____

RESOLUTION 2017-103
CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

WHEREAS, in accordance with the provisions of Indiana Code 5-22-10-1 *et seq.*, the City of Bloomington Board of Public Works, as authorized Purchasing Agency for the City of Bloomington, may make a determination that conditions are such that a Special Purchase should be made if any of the conditions listed in that Chapter are present; and,

WHEREAS, I.C. § 5-22-10-8 states that a purchasing agent may make a special purchase when the compatibility of equipment, accessories, or replacement parts is a substantial consideration in the purchase and only one source meets the using agency's reasonable requirements; and,

WHEREAS, the City of Bloomington Board of Public Works has been advised by the City of Bloomington Director of Public Works, by his statement attached hereto, that this condition existed and supported the adoption of a determination that a special purchase and immediate installation of fiber by JDH Contracting, Inc., be authorized;

BE IT RESOLVED, that the City of Bloomington Board of Public Works hereby finds that a special purchase is appropriate under the circumstances described in the statement from the City of Bloomington Director of the Department of Public Work and adopts that statement as its determination.

ALL OF WHICH IS RESOLVED this _____ day of _____, 2017.

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Kelly M. Boatman

Dana Palazzo

SPECIAL PURCHASE DETERMINATION
City of Bloomington, Indiana

Pursuant to the authority of Indiana Code Section 5-22-10-1 *et. seq.*, Adam Wason, Director of the City of Bloomington's Department of Public Works, does hereby make the determination that a Special Purchase is appropriate for the restoration of fiber between the Sanitation Department and the Animal Shelter.

In this situation the following provision of the Indiana Code authorizes use of the special purchase procedure:

I.C. § 5-22-10-8: A purchasing agent may make a special purchase when the compatibility of equipment, accessories, or replacement parts is a substantial consideration in the purchase and only one source meets the reasonable requirements of the of the agency.

During the construction work for the Animal Care and Control Shelter Additions & Renovations Project, fiber was inadvertently cut. Restoration of fiber between the Sanitation Department building and the Animal Shelter was an immediate concern. The Controller, having been informed of the need for prompt restoration of the fiber line, authorized the work to commence immediately. JDH Contracting, Inc., has provided work for the City in a very reliable manner and had a major role in building out the Bloomington Digital Underground (BDU). JDH Contracting, Inc., has extensive knowledge of the BDU and is the City's main responding entity for fiber optic restorations.

Pursuant to Indiana Code 5-22-10-1 *et. seq.*, as referenced above, purchase and installation of fiber between the Sanitation Department building and the Animal Shelter was authorized by the undersigned as a Special Purchase.

Dated this _____ day of _____, 2017.

Adam Wason
Director, Department of Public Works
City of Bloomington, Indiana



Board of Public Works Staff Report

Project/Event: Award Construction Contract to Groomer Construction, Inc. for the Rockport Road Sidewalk Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Date: 11/28/2017

Report: On November 14th, 2017, the Board of Public Works opened sealed bids for the Rockport Road Sidewalk Project. This project will install approximately 465 feet of sidewalk along the western right-of-way line of South Rockport Road, from West Pinehurst Drive to West Graham Drive. Five bids were received by the Board and Groomer Construction, Inc was found to be the lowest responsible and responsive bidder with a bid amount of \$175,298.00. Staff is requesting that the Board accept the lowest bid and approve the construction contract. Funding for this project is being provided by the Common Council City Sidewalk Fund.

Bids received:

| | |
|------------------------------|--------------|
| C&H Lawn & Landscaping, Inc. | \$216,800.00 |
| Groomer Construction, Inc. | \$175,298.00 |
| E&B Paving, Inc. | \$268,300.00 |
| Crider & Crider, Inc. | \$276,870.00 |
| Milestone Contractors, LP | \$288,375.00 |

Recommendation and Supporting Justification: City Staff has reviewed the bids and are recommending awarding the contract to Groomer Construction, Inc.

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

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

Groomer Construction, INC.

FOR

Rockport Road Sidewalk

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **the installation of sidewalk and retaining wall** (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

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

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed One Hundred Seventy-Five Thousand, Two Hundred Ninety-Eight Dollars (\$175,298.00) CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

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

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

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

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

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

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

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

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is

submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

| | |
|--|----------------------------------|
| City of Bloomington | Groomer Construction Inc., |
| Attn: Roy Aten, Senior Project Manager | Attn: Richard Groomer, President |
| P.O. Box 100 Suite 130 | 6535 W. Ison Rd. |
| Bloomington, Indiana 47402 | Bloomington, Indiana 47403 |

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

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

5.17 **Steel or Foundry Products**

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be

utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Drug Testing Plan

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Kelly M. Boatman, Member

Printed Name

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

Rockport Road Sidewalk

This project shall include, but is not limited to the Installation of a sidewalk, curb ramps, curb, driveway, and retaining wall along the western side of South Rockport Road, from West Pinehurst Drive to West Graham Drive.

ATTACHMENT B

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

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

ATTACHMENT C

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

COMPLIANCE AFFIDAVIT
REGARDING INDIANA CODE CHAPTER 4-13-18
DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

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

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

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public



Board of Public Works Staff Report

Project/Event: Award Construction Contract to Crider & Crider, Inc. for the 10th Street Pedestrian Improvement Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Date: 11/28/2017

Report: On November 14th, 2017, the Board of Public Works opened sealed bids for the 10th Street Pedestrian Improvement Project. This project will install approximately 390 feet of pathway along the eastern right-of-way line of East 10th Street (SR 45), from East Smith Road to East Tamarron Drive. Also, a new pedestrian island will be installed in the intersection of East 10th Street and East Tamarron Drive. Three bids were received by the Board and Crider & Crider, Inc. was found to be the lowest responsible and responsive bidder with a bid amount of \$337,785.00. Staff is requesting that the Board accept the lowest bid and approve the construction contract. Funding for this project is being provided through a combination of sources; the Common Council City Sidewalk Fund [\$55,500], Monroe County Community School Corporation [\$15,000], and the remainder through local funds.

Bids Received:

| | |
|---------------------------|--------------|
| Crider & Crider, Inc. | \$337,785.00 |
| Milestone Contractors, LP | \$404,950.00 |
| E&B Paving, Inc. | \$361,600.00 |

Recommendation and Supporting Justification: City Staff has reviewed the bids and are recommending awarding the contract to Crider & Crider, Inc.

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

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

Crider & Crider, Inc.

FOR

10th Street Pedestrian Improvement Project

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **the installation of a multi-use sidepath and pedestrian island** (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

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

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

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed three hundred thirty-seven thousand seven hundred eighty-five and 00/100 dollars (\$337,785.00) CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

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

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

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

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

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

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

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

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is

submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

| | |
|--|-----------------------------|
| City of Bloomington | Crider & Crider, Inc. |
| Attn: Roy Aten, Senior Project Manager | Jeff Crider, Vice President |
| P.O. Box 100 Suite 130 | 1900 Liberty Drive |
| Bloomington, Indiana 47402 | Bloomington, IN 47403 |

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

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

5.17 **Steel or Foundry Products**

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be

utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Drug Testing Plan

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Kelly M. Boatman, Member

Printed Name

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

10th Street Pedestrian Improvement Project

This project shall include, but is not limited to, the installation of a multiuse path from North Smith Road to East Deckard Drive, as well as, the installation of a new pedestrian island, curb ramps, flashing beacons, pavement markings, and approximately 400 feet of new storm sewer.

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

AFFIDAVIT

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

“E-Verify Affidavit”

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence:

COMPLIANCE AFFIDAVIT
REGARDING INDIANA CODE CHAPTER 4-13-18
DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

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

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

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

Signature

Printed Name

STATE OF INDIANA)

) SS:

COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared

and acknowledged the execution of the

foregoing this _____ day of _____, 20____.

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public



Board of Public Works Staff Report

Project/Event: Approve Change Orders #8 & #9 for Old State Road 37 and Dunn Curve Correction Project
Petitioner/Representative: Planning and Transportation Department
Staff Representative: Roy Aten
Date: 11/28/2017

Report: Staff is requesting that the Board approve two change orders for the Old State Road 37 and Dunn Street Curve Correction Project. Both change orders are a result of balancing actual placed quantities to those that were initially proposed. On Federally funded projects, a change order is generated when there are overruns or underruns of pay items in the amount of \$20,000 or more.

The project initially proposed that barrow be delivered to the site to establish proposed road grades. During excavation it was determined that the rock would be a suitable substitution for the barrow. Topsoil was then delivered to cap the rock with suitable soil for vegetation.

Change Order #8 is a result of an overrun of topsoil in the amount of 457.51 cubic yards, generating an additional cost of \$21,960.48. Change Order #9 is a result of an underrun of barrow in the amount of 6,634.572 cubic yards, generating a deduction of (\$99,518.58). The aggregate amount of the two change orders will generate a total deduct of (\$77,558.10) from the original contract amount of \$1,496,525.05. Funding for this project was provided through a 90/10 split with federal and local funds.

Recommendation and Supporting Justification: City and INDOT staff have reviewed the change order and recommend approval.

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

Contract No:R -36164

Change Order No.: 008

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 1

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -36164

AE:Wren, Rachel

Letting Date:04/06/2016

PE/S:Bleich, Bob

Status:Pending

Change Order Information

Date Generated: 10/10/2017

Change Order No.: 008

Date Approved: 00/00/0000

EWA: N or Force Acct: N

Reason Code: FINAL QUANTITY ADJUSTMENT

Description: Overrun of Topsoil

Original Contract Amount \$ 1,496,525.05

Current Change Order Amount \$ 21,960.48

Percent: 1.467 %

Total Previous Approved Changes \$ -18,645.22

Percent: -1.246 %

Total Change To-Date \$ 3,315.26

Percent: 0.221 %

Modified Contract Amount \$ 1,499,840.31

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0

SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____

SS Days_____

SP Days Value \$ _____

Revised Contract Time

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

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

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

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

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

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) _____
Required?

Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____

If N, Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No:R -36164
Change Order No:008

INDIANA
Department of Transportation

Date:10/10/2017
Page: 3

Contract: R -36164
Project: 1297060 - State:129706000ST5
Change Order Nbr: 008
Change Order Description: Overrun of Topsoil
Reason Code: FINAL QUANTITY ADJUSTMENT

| CLN | PCN | PLN | Item Code | Unit | Unit Price | CO Qty | Comment | Amount Change |
|------|---------|------|-----------|------|------------|---------|---------|---------------------|
| 0055 | 1297060 | 0055 | 621-06570 | CYS | 48.000 | 457.510 | C | Amount:\$ 21,960.48 |

Item Description: TOPSOIL

Supplemental Description1:

Supplemental Description2:

Total Value for Change Order 008 = \$ 21,960.48

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

General or Standard Change Order Explanation

Due to the presence of rock, the unexpected use of 100 percent of rock excavation used in lieu of borrow, the borrow provided being unsuitable for adequate seed growth, and the quantity of adequate existing topsoil within the project limits needed to establish proper growth for both the seeding and the tree plantings, additional topsoil was required to provide for a surface relatively free of rocks or dirt clods over 1.5 inches in diameter, and other foreign material, to accomodate adequate growth per Section 621.04 of the ISS.

General or Standard Change Order Explanation

Per the GIFE Section 2.19.9, a change order must be processed for an overrun of an existing contract item if it is not the result of a change on scope of the contract, and the overrun is greater than \$20,000.00

General or Standard Change Order Explanation

A contract time adjustment is not required for this change.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.

Notification and consent to this change order is hereby acknowledged.

Contractor: E+ B Paving, Inc

Signed By: 

Date: 11-6-17

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

Contract No:R -36164
Change Order No:008

INDIANA
Department of Transportation

Date:10/10/2017
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

| Approval Level | Name of Approver | Date | Status |
|-----------------------------|------------------|------------|----------------|
| Project Engineer/Supervisor | Bleich, Bob | 00/00/0000 | Action Pending |

Contract No:R -36164

Change Order No.: 009

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 1

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -36164

AE:Wren, Rachel

Letting Date:04/06/2016

PE/S:Bleich, Bob

Status:Pending

Change Order Information

Date Generated: 10/10/2017

Change Order No.: 009

Date Approved: 00/00/0000

EWA: N or Force Acct: N

Reason Code: FINAL QUANTITY ADJUSTMENT

Description: Underrun of Borrow

Original Contract Amount \$ 1,496,525.05

Current Change Order Amount \$ -99,518.58

Percent: -6.650 %

Total Previous Approved Changes \$ -18,645.22

Percent: -1.246 %

Total Change To-Date \$ -118,163.80

Percent: -7.896 %

Modified Contract Amount \$ 1,378,361.25

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0 SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____

SS Days_____ SP Days Value \$ _____

Revised Contract Time

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

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

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

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

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

Scope/Design Recommendation Required? Y / N If Y, Referred to Project Manager(PM) _____

Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____

If N, Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No:R -36164

INDIANA

Date:10/12/2017

Change Order No:009

Department of Transportation

Page: 3

Contract: R -36164
 Project: 1297060 - State:129706000ST5
 Change Order Nbr: 009
 Change Order Description: Underrun of Borrow
 Reason Code: FINAL QUANTITY ADJUSTMENT

| CLN | PCN | PLN | Item Code | Unit | Unit Price | CO Qty | Comment | Amount Change |
|------|---------|------|-----------|------|------------|-----------|---------|----------------------|
| 0013 | 1297060 | 0013 | 203-02070 | CYS | 15.000 | -6634.572 | C | Amount:\$ -99,518.58 |

Item Description: BORROW

Supplemental Description1:

Supplemental Description2:

Total Value for Change Order 009 = \$ -99,518.58

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

General or Standard Change Order Explanation

The original design of the project anticipated that only 50 percent of the rock excavated hillside would be used as fill on the job. The contractor was able to use 100 percent of the rock excavated for fill areas, reducing the quantity of borrow required per the plans. Borrow was calculated in accordance with Section 203.27(f), where quantities less than 5,000 cu yd are weighed in accordance with 109.01(b) and converted from pounds shown on the weigh tickets to cubic yards using a factor of 3,000 lb/cu yd.

General or Standard Change Order Explanation

Per the GIFE section 2.19.9 a change order must be processed for the underrun of this existing contract pay item since it is not the result of a change in scope of the contract, and the underrun is greater than \$20, 000.

General or Standard Change Order Explanation

A contract time adjustment is not required for this change.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.

Notification and consent to this change order is hereby acknowledged.

Contractor: E+B Paving, IncSigned By: Marrett DoughDate: 11-6-17

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

Contract No:R -36164
Change Order No:009

INDIANA
Department of Transportation

Date:10/12/2017
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

| Approval Level | Name of Approver | Date | Status |
|-----------------------------|------------------|------------|----------------|
| Project Engineer/Supervisor | Bleich, Bob | 00/00/0000 | Action Pending |
| Area Engineer | Wren, Rachel | 00/00/0000 | Action Pending |

// To //

| | | | |
|---------------------------|----------------------|------------|-----------------------|
| CLN: 0055 | Item Code: 621-06570 | Units: CYS | CUBIC YARDS (English) |
| Item Description: TOPSOIL | | | |

| | |
|--------------|---------|
| Project Nbr: | 1297060 |
|--------------|---------|

| | | | | |
|----------|---------|-----------------|-----------|-------------------------------|
| Project: | PLN: | DWR Date: | Quantity: | Location: |
| 1297060 | 0055 | 09/16/2016 | 215.430 | Northside Old 37, east limits |
| Station | | Offset Distance | Station | Offset Distance |
| From: | + 0.000 | 0.000 | To: | + 0.000 0.000 |

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

| | | | | |
|----------|---------|-----------------|-----------|---------------------|
| Project: | PLN: | DWR Date: | Quantity: | Location: |
| 1297060 | 0055 | 09/22/2016 | 63.230 | Southside Old Sr 37 |
| Station | | Offset Distance | Station | Offset Distance |
| From: | + 0.000 | 0.000 | To: | + 0.000 0.000 |

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

| | | | | |
|----------|---------|-----------------|-----------|---------------------|
| Project: | PLN: | DWR Date: | Quantity: | Location: |
| 1297060 | 0055 | 09/23/2016 | 133.560 | Southside Old Sr 37 |
| Station | | Offset Distance | Station | Offset Distance |
| From: | + 0.000 | 0.000 | To: | + 0.000 0.000 |

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

| | | | | |
|----------|---------|-----------------|-----------|-----------------|
| Project: | PLN: | DWR Date: | Quantity: | Location: |
| 1297060 | 0055 | 10/04/2016 | 103.160 | Dunn Street |
| Station | | Offset Distance | Station | Offset Distance |
| From: | + 0.000 | 0.000 | To: | + 0.000 0.000 |

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

| | | | | |
|----------|---------|-----------------|-----------|------------------------|
| Project: | PLN: | DWR Date: | Quantity: | Location: |
| 1297060 | 0055 | 10/05/2016 | 77.030 | Slopes around Line "G" |
| Station | | Offset Distance | Station | Offset Distance |
| From: | + 0.000 | 0.000 | To: | + 0.000 0.000 |

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

| | | | |
|---------------------------|----------------------|------------|-----------------------|
| CLN: 0055 | Item Code: 621-06570 | Units: CYS | CUBIC YARDS (English) |
| Item Description: TOPSOIL | | | |

| | |
|--------------|---------|
| Project Nbr: | 1297060 |
|--------------|---------|

| | | | | |
|----------|---------|-----------------|-----------|------------------------|
| Project: | PLN: | DWR Date: | Quantity: | Location: |
| 1297060 | 0055 | 10/06/2016 | 8.150 | East limits of project |
| Station | | Offset Distance | Station | Offset Distance |
| From: | + 0.000 | 0.000 | To: | + 0.000 0.000 |

Remarks:

Authorized: Yes Attachments: No Paid: Yes

| |
|---------------|
| DWR Templates |
|---------------|

| | | | | |
|----------|---------|-----------------|-----------|-----------------|
| Project: | PLN: | DWR Date: | Quantity: | Location: |
| 1297060 | 0055 | 05/05/2017 | 68.950 | Line "G" |
| Station | | Offset Distance | Station | Offset Distance |
| From: | + 0.000 | 0.000 | To: | + 0.000 0.000 |

Remarks:

Authorized: Yes Attachments: No Paid: Yes

| |
|---------------|
| DWR Templates |
|---------------|

CLN Reported Quantity: 669.510
CLN Authorized Quantity: 669.510
CLN Paid Quantity: 669.510
% Complete: 315.81

CLN Summary Information includes quantities from selected date range

CLN Paid Quantity = Quantity on Approved Estimates

% Complete = (Authorized Quantity)/(Bid Quantity + Approved CO Quantity)

| | | | |
|--------------------------|----------------------|------------|-----------------------|
| CLN: 0013 | Item Code: 203-02070 | Units: CYS | CUBIC YARDS (English) |
| Item Description: BORROW | | | |

| | |
|--------------|---------|
| Project Nbr: | 1297060 |
|--------------|---------|

| | | | | |
|-----------------|----------|-----------------|-----------|-----------------|
| Project: | PLN: | DWR Date: | Quantity: | Location: |
| 1297060 | 0013 | 08/02/2016 | 352.800 | Dunn Street |
| Station | | Offset Distance | Station | Offset Distance |
| From: 10 | + 25.000 | CL 0.000 | To: 14 | + 0.000 |
| CL 0.000 | | | | |
| Remarks: | | | | |
| Authorized: Yes | | Attachments: No | | Paid: Yes |

| |
|---------------|
| DWR Templates |
|---------------|

| | | | | |
|-----------------|----------|-----------------|-----------|--|
| Project: | PLN: | DWR Date: | Quantity: | Location: |
| 1297060 | 0013 | 08/03/2016 | 275.000 | SE corner of Old 37 & Dunn, along Dunn |
| Station | | Offset Distance | Station | Offset Distance |
| From: 10 | + 50.000 | Lt 62.000 | To: 13 | + 0.000 |
| Lt 37.000 | | | | |
| Remarks: | | | | |
| Authorized: Yes | | Attachments: No | | Paid: Yes |

| |
|---------------|
| DWR Templates |
|---------------|

| | | | | |
|-----------------|----------|-----------------|-----------|-------------------------------|
| Project: | PLN: | DWR Date: | Quantity: | Location: |
| 1297060 | 0013 | 09/19/2016 | 109.210 | Southside Old 37, East limits |
| Station | | Offset Distance | Station | Offset Distance |
| From: 27 | + 50.000 | Rt 20.000 | To: 28 | + 71.000 |
| Rt 20.000 | | | | |
| Remarks: | | | | |
| Authorized: Yes | | Attachments: No | | Paid: Yes |

| |
|---------------|
| DWR Templates |
|---------------|

| | | | | |
|-----------------|---------|-----------------|-----------|---------------------|
| Project: | PLN: | DWR Date: | Quantity: | Location: |
| 1297060 | 0013 | 09/22/2016 | 41.990 | Slopes on Old Sr 37 |
| Station | | Offset Distance | Station | Offset Distance |
| From: | + 0.000 | 0.000 | To: | + 0.000 |
| 0.000 | | | | |
| Remarks: | | | | |
| Authorized: Yes | | Attachments: No | | Paid: Yes |

| |
|---------------|
| DWR Templates |
|---------------|

| | | | | |
|-----------------|---------|-----------------|-----------|-------------------------------|
| Project: | PLN: | DWR Date: | Quantity: | Location: |
| 1297060 | 0013 | 09/23/2016 | 280.640 | Northside Old 37, behind curb |
| Station | | Offset Distance | Station | Offset Distance |
| From: | + 0.000 | 0.000 | To: | + 0.000 |
| 0.000 | | | | |
| Remarks: | | | | |
| Authorized: Yes | | Attachments: No | | Paid: Yes |

| |
|---------------|
| DWR Templates |
|---------------|

| | | | |
|--------------------------|----------------------|------------|-----------------------|
| CLN: 0013 | Item Code: 203-02070 | Units: CYS | CUBIC YARDS (English) |
| Item Description: BORROW | | | |

| | |
|--------------|---------|
| Project Nbr: | 1297060 |
|--------------|---------|

| | | | | |
|----------|---------|-----------------|-----------|-------------------|
| Project: | PLN: | DWR Date: | Quantity: | Location: |
| 1297060 | 0013 | 10/04/2016 | 26.113 | Northside Old 37 |
| Station | | Offset Distance | Station | Offset Distance |
| From: 25 | + 0.000 | Lt 15.000 | To: 27 | + 0.000 Lt 15.000 |

Remarks:

Authorized: Yes Attachments: No Paid: Yes

| |
|---------------|
| DWR Templates |
|---------------|

| | | | | |
|----------|---------|-----------------|-----------|------------------------|
| Project: | PLN: | DWR Date: | Quantity: | Location: |
| 1297060 | 0013 | 10/06/2016 | 15.625 | East limits of project |
| Station | | Offset Distance | Station | Offset Distance |
| From: | + 0.000 | 0.000 | To: | + 0.000 0.000 |

Remarks:

Authorized: Yes Attachments: No Paid: Yes

| |
|---------------|
| DWR Templates |
|---------------|

| | | | | |
|----------|---------|-----------------|-----------|-----------------|
| Project: | PLN: | DWR Date: | Quantity: | Location: |
| 1297060 | 0013 | 05/05/2017 | 66.050 | Line "G" |
| Station | | Offset Distance | Station | Offset Distance |
| From: | + 0.000 | 0.000 | To: | + 0.000 0.000 |

Remarks:

Authorized: Yes Attachments: No Paid: Yes

| |
|---------------|
| DWR Templates |
|---------------|

| | |
|--------------------------|-----------|
| CLN Reported Quantity: | 1,167.428 |
| CLN Authorized Quantity: | 1,167.428 |
| CLN Paid Quantity: | 1,167.428 |
| % Complete: | 14.96 |

CLN Summary Information includes quantities from selected date range

CLN Paid Quantity = Quantity on Approved Estimates

% Complete = (Authorized Quantity)/(Bid Quantity + Approved CO Quantity)



Board of Public Works Claim Register

Invoice Date Range 11/21/17 - 12/01/17

| Vendor | Invoice Description | Invoice Date | Payment Date | Invoice Amount |
|---|---|--------------|--------------|-------------------|
| Fund 101 - General Fund (S0101) | | | | |
| Department 01 - Animal Shelter | | | | |
| Program 010000 - Main | | | | |
| Account 52110 - Office Supplies | | | | |
| 5103 - Staples Contract & Commercial, INC | 01-wet floor sign, color copy paper, vehicle brush | 11/21/2017 | 12/01/2017 | 70.30 |
| 5819 - Synchrony Bank | 06-Clamp on Mouse trays | 11/21/2017 | 12/01/2017 | 38.94 |
| Account 52110 - Office Supplies Totals 2 | | | | \$109.24 |
| Account 52210 - Institutional Supplies | | | | |
| 313 - Fastenal Company | 01-roll towels, toilet paper | 11/21/2017 | 12/01/2017 | 153.33 |
| 313 - Fastenal Company | 01-broom | 11/21/2017 | 12/01/2017 | 13.50 |
| 313 - Fastenal Company | 01-hand soap | 11/21/2017 | 12/01/2017 | 74.00 |
| 313 - Fastenal Company | 01-broom, mop heads | 11/21/2017 | 12/01/2017 | 32.40 |
| 313 - Fastenal Company | 01-laundry soap-10/17/17 | 11/21/2017 | 12/01/2017 | 111.04 |
| 4586 - Hill's Pet Nutrition Sales, INC | 01-puppy/canine/feline/kitten food- | 11/21/2017 | 12/01/2017 | 372.96 |
| 3929 - IDEXX Laboratories, INC | 01-diagnostic tests-10/9/17 | 11/21/2017 | 12/01/2017 | 991.50 |
| 3929 - IDEXX Laboratories, INC | 01-parvus, heartworm, FIV, FeIV | 11/21/2017 | 12/01/2017 | 1,138.15 |
| 4633 - Midwest Veterinary Supply, INC | 01-milk replacer, antibiotics-11/9/17 | 11/21/2017 | 12/01/2017 | 161.54 |
| 4633 - Midwest Veterinary Supply, INC | 01-antibiotics, syringes-11/3/17 | 11/21/2017 | 12/01/2017 | 123.51 |
| 4633 - Midwest Veterinary Supply, INC | 01-vinyl exam gloves-Large-11/3/17 | 11/21/2017 | 12/01/2017 | 77.40 |
| 4633 - Midwest Veterinary Supply, INC | 01-urine sample collector-11/3/17 | 11/21/2017 | 12/01/2017 | 24.36 |
| 4633 - Midwest Veterinary Supply, INC | 01-antiviral-11/3/17 | 11/21/2017 | 12/01/2017 | 9.80 |
| 5819 - Synchrony Bank | 01-jar openers | 11/21/2017 | 12/01/2017 | 15.98 |
| 4666 - Zoetis, INC | 01-feline vaccines | 11/21/2017 | 12/01/2017 | 228.00 |
| 4666 - Zoetis, INC | 01-antibiotics | 11/21/2017 | 12/01/2017 | 71.70 |
| 4574 - John Deere Financial (Rural King) | 01-straw bale | 11/21/2017 | 12/01/2017 | 6.99 |
| 4574 - John Deere Financial (Rural King) | 06-equine pellet bedding | 11/21/2017 | 12/01/2017 | 274.50 |
| 4574 - John Deere Financial (Rural King) | 01-Equine Pellet Bedding | 11/21/2017 | 12/01/2017 | 274.50 |
| 4574 - John Deere Financial (Rural King) | 01-bleach, laundry soap | 11/21/2017 | 12/01/2017 | 92.48 |
| Account 52210 - Institutional Supplies Totals 20 | | | | \$4,247.64 |
| Account 53130 - Medical | | | | |



Board of Public Works Claim Register

Invoice Date Range 11/21/17 - 12/01/17

| Vendor | Invoice Description | Invoice Date | Payment Date | Invoice Amount |
|---|--------------------------------------|--------------|--------------|----------------|
| 54639 - Shake Veterinary Services, INC (Town & Country Vet | 01-product return-Clindamycin 150 mg | 11/21/2017 | 12/01/2017 | (18.00) |
| 54639 - Shake Veterinary Services, INC (Town & Country Vet | 01-product return-Carprofen 100 mg | 11/21/2017 | 12/01/2017 | (11.14) |
| Account 53130 - Medical Totals 2 | | | | (\$29.14) |
| Account 53220 - Postage | | | | |
| 4487 - PMB East, INC (PakMail) | 01-BOH shipping-11/7/17 | 11/21/2017 | 12/01/2017 | 20.50 |
| Account 53220 - Postage Totals 1 | | | | \$20.50 |
| Account 53310 - Printing | | | | |
| 8002 - Safeguard Business Systems, INC | 01-note cards-250 | 11/21/2017 | 12/01/2017 | 127.48 |
| Account 53310 - Printing Totals 1 | | | | \$127.48 |
| Account 53610 - Building Repairs | | | | |
| 4483 - City Lawn Corporation | 19-ACC-mowing 10/18/17 | 11/21/2017 | 12/01/2017 | 100.00 |
| Account 53610 - Building Repairs Totals 1 | | | | \$100.00 |
| Program 010000 - Main Totals 27 | | | | \$4,575.72 |
| Department 01 - Animal Shelter Totals 27 | | | | \$4,575.72 |
| Department 02 - Public Works | | | | |
| Program 020000 - Main | | | | |
| Account 46060 - Other Violations | | | | |
| Laurena Hughes | 14-Hughes-refund overpayment pkg | 11/21/2017 | 12/01/2017 | 40.00 |
| PS Properties LLC | 14-PS Properties-refund | 11/21/2017 | 12/01/2017 | 40.00 |
| Account 46060 - Other Violations Totals 2 | | | | \$80.00 |
| Account 53320 - Advertising | | | | |
| 323 - Hoosier Times, INC | 02-4th St Garage electrical system | 11/21/2017 | 12/01/2017 | 105.84 |
| Account 53320 - Advertising Totals 1 | | | | \$105.84 |
| Account 53650 - Other Repairs | | | | |
| 3470 - Alireza Pishgahi (Pishgahi Art Studio) | 04-BEAD Gateway-repair/replace | 11/21/2017 | 12/01/2017 | 430.00 |
| 3470 - Alireza Pishgahi (Pishgahi Art Studio) | 04-BEAD Gateway-electrical repair | 11/21/2017 | 12/01/2017 | 1,000.00 |
| Account 53650 - Other Repairs Totals 2 | | | | \$1,430.00 |
| Account 53910 - Dues and Subscriptions | | | | |
| 323 - Hoosier Times, INC | 02-52 week renewal-12/7/17-12/2018 | 11/21/2017 | 12/01/2017 | 211.35 |



Board of Public Works Claim Register

Invoice Date Range 11/21/17 - 12/01/17

| Vendor | Invoice Description | Invoice Date | Payment Date | Invoice Amount |
|--|--|--------------|--------------|----------------|
| Account 53910 - Dues and Subscriptions Totals 1 | | | | \$211.35 |
| Account 53990 - Other Services and Charges | | | | |
| 6015 - Big Truck Rental, LLC | 02-Sanit. Rear Loader Rental 11/08- | 11/21/2017 | 12/01/2017 | 6,800.00 |
| 5444 - Tyler Technologies, INC | 02-Sanitation Rate Change | 11/21/2017 | 12/01/2017 | 1,600.00 |
| Account 53990 - Other Services and Charges Totals 2 | | | | \$8,400.00 |
| Program 020000 - Main Totals 8 | | | | \$10,227.19 |
| Department 02 - Public Works Totals 8 | | | | \$10,227.19 |
| Department 03 - City Clerk | | | | |
| Program 030000 - Main | | | | |
| Account 53320 - Advertising | | | | |
| 323 - Hoosier Times, INC | 03 - Publication of resolution 17-37 | 11/21/2017 | 12/01/2017 | 290.25 |
| Account 53320 - Advertising Totals 1 | | | | \$290.25 |
| Program 030000 - Main Totals 1 | | | | \$290.25 |
| Department 03 - City Clerk Totals 1 | | | | \$290.25 |
| Department 04 - Economic & Sustainable Dev | | | | |
| Program 040000 - Main | | | | |
| Account 53160 - Instruction | | | | |
| 517 - Indiana Economic Development Association, INC | 04 Registration Fee - IEDA 2017 Annual Conf - Alex Crowley | 11/21/2017 | 12/01/2017 | 250.00 |
| Account 53160 - Instruction Totals 1 | | | | \$250.00 |
| Account 53220 - Postage | | | | |
| 129 - FedEx Office and Print Service, INC | 04 - Pledge of Allegiance flags - | 11/21/2017 | 12/01/2017 | 81.13 |
| Account 53220 - Postage Totals 1 | | | | \$81.13 |
| Account 53960 - Grants | | | | |
| 4647 - S&S Worldwide, INC | 04 Super Tumbling Timbers for POP | 11/21/2017 | 12/01/2017 | 199.99 |
| 5103 - Staples Contract & Commercial, INC | 04 - Supplies for POP (Grant) | 11/21/2017 | 12/01/2017 | 75.00 |
| 5103 - Staples Contract & Commercial, INC | 04 - Supplies for POP (Grant) | 11/21/2017 | 12/01/2017 | 157.01 |
| 5819 - Synchrony Bank | 04 - Chalk Boards for Pop Grant | 11/21/2017 | 12/01/2017 | 81.52 |
| Account 53960 - Grants Totals 4 | | | | \$513.52 |



Board of Public Works Claim Register

Invoice Date Range 11/21/17 - 12/01/17

| Vendor | Invoice Description | Invoice Date | Payment Date | Invoice Amount |
|--|--|--------------|--------------|--------------------|
| Account 53970 - Mayor's Promotion of Business | | | | |
| 585 - Bloomington Public Transportation Corporation | 04 - 1/2 of the fee for the Autonomous Bus Visit | 11/21/2017 | 12/01/2017 | 7,500.00 |
| 6229 - Lamar Texas Limited Partnership | 04 - 6 Pre K Bill Boards | 11/21/2017 | 12/01/2017 | 1,350.00 |
| 6229 - Lamar Texas Limited Partnership | 04 - 6 Pre K Bill Boards | 11/21/2017 | 12/01/2017 | 2,650.00 |
| Account 53970 - Mayor's Promotion of Business Totals 3 | | | | <u>\$11,500.00</u> |
| Program 040000 - Main Totals 9 | | | | <u>\$12,344.65</u> |
| Department 04 - Economic & Sustainable Dev Totals 9 | | | | <u>\$12,344.65</u> |
| Department 05 - Common Council | | | | |
| Program 050000 - Main | | | | |
| Account 52110 - Office Supplies | | | | |
| 651 - Engraving & Stamp Center, INC | 05-Name Tag for CM Sims | 11/21/2017 | 12/01/2017 | 14.23 |
| Account 52110 - Office Supplies Totals 1 | | | | <u>\$14.23</u> |
| Account 53960 - Grants | | | | |
| 1138 - BCT Management, INC | 05-BCT Programming Support -- | 11/21/2017 | 12/01/2017 | 12,500.00 |
| Account 53960 - Grants Totals 1 | | | | <u>\$12,500.00</u> |
| Program 050000 - Main Totals 2 | | | | <u>\$12,514.23</u> |
| Department 05 - Common Council Totals 2 | | | | <u>\$12,514.23</u> |
| Department 06 - Controller's Office | | | | |
| Program 060000 - Main | | | | |
| Account 52110 - Office Supplies | | | | |
| 5103 - Staples Contract & Commercial, INC | 06-Calendars, and office supplies | 11/21/2017 | 12/01/2017 | 30.41 |
| Account 52110 - Office Supplies Totals 1 | | | | <u>\$30.41</u> |
| Account 53830 - Bank Charges | | | | |
| 5232 - The Huntington National Bank | 06-Admin Fees | 11/21/2017 | 12/01/2017 | .31 |
| Account 53830 - Bank Charges Totals 1 | | | | <u>\$0.31</u> |
| Account 53990 - Other Services and Charges | | | | |
| 391 - O. W. Krohn & Associates, LLP | 06-Proposed Energy Savings Project | 11/21/2017 | 12/01/2017 | 2,800.00 |
| Account 53990 - Other Services and Charges Totals 1 | | | | <u>\$2,800.00</u> |
| Program 060000 - Main Totals 3 | | | | <u>\$2,830.72</u> |



Board of Public Works Claim Register

Invoice Date Range 11/21/17 - 12/01/17

| Vendor | Invoice Description | Invoice Date | Payment Date | Invoice Amount |
|--|---------------------------------------|--------------|--------------|----------------|
| Department 06 - Controller's Office Totals 3 | | | | \$2,830.72 |
| Department 09 - CFRD | | | | |
| Program 090000 - Main | | | | |
| Account 52420 - Other Supplies | | | | |
| 7956 - Beverly Calendar Anderson | 09-Wall Calendar/Yearly Planner | 11/21/2017 | 12/01/2017 | 36.45 |
| 651 - Engraving & Stamp Center, INC | 09-Desk plate for Josefa Luce | 11/21/2017 | 12/01/2017 | 15.20 |
| 5819 - Synchrony Bank | 09-Internation Ez up tent | 11/21/2017 | 12/01/2017 | 373.38 |
| Account 52420 - Other Supplies Totals 3 | | | | \$425.03 |
| Account 53960 - Grants | | | | |
| 205 - City Of Bloomington | 09-CFRD sponsorship of CSBM (The | 11/21/2017 | 12/01/2017 | 400.00 |
| 205 - City Of Bloomington | 09-CFRD Platinum sponsorship of | 11/21/2017 | 12/01/2017 | 500.00 |
| 205 - City Of Bloomington | 09-CFRD Platinum sponsorship of | 11/21/2017 | 12/01/2017 | 1,200.00 |
| Account 53960 - Grants Totals 3 | | | | \$2,100.00 |
| Account 53990 - Other Services and Charges | | | | |
| 199 - Monroe County Government | 09-CFRD-room rental for staff retreat | 11/21/2017 | 12/01/2017 | 100.00 |
| Account 53990 - Other Services and Charges Totals 1 | | | | \$100.00 |
| Program 090000 - Main Totals 7 | | | | \$2,625.03 |
| Department 09 - CFRD Totals 7 | | | | \$2,625.03 |
| Department 10 - Legal | | | | |
| Program 100000 - Main | | | | |
| Account 53120 - Special Legal Services | | | | |
| 330 - Ice Miller, LLP | 10-workforce housing proj-services | 11/21/2017 | 12/01/2017 | 604.50 |
| Account 53120 - Special Legal Services Totals 1 | | | | \$604.50 |
| Program 100000 - Main Totals 1 | | | | \$604.50 |
| Program 101000 - Human Rights | | | | |
| Account 52420 - Other Supplies | | | | |
| 53442 - Paragon Micro, INC | 10-monitor-22 inch | 11/21/2017 | 12/01/2017 | 167.25 |
| 4983 - Varidesk, LLC | 10-stand up desk-J. Moore | 11/21/2017 | 12/01/2017 | 395.00 |
| Account 52420 - Other Supplies Totals 2 | | | | \$562.25 |
| Program 101000 - Human Rights Totals 2 | | | | \$562.25 |
| Department 10 - Legal Totals 3 | | | | \$1,166.75 |



Board of Public Works Claim Register

Invoice Date Range 11/21/17 - 12/01/17

| Vendor | Invoice Description | Invoice Date | Payment Date | Invoice Amount |
|---|---|--------------|--------------|-------------------|
| Department 12 - Human Resources | | | | |
| Program 120000 - Main | | | | |
| Account 53320 - Advertising | | | | |
| 323 - Hoosier Times, INC | 12 Job ads Inv 103117 | 11/21/2017 | 12/01/2017 | 465.84 |
| | Account 53320 - Advertising Totals 1 | | | <u>\$465.84</u> |
| Account 53990 - Other Services and Charges | | | | |
| 6099 - Safe Hiring Solutions | 12 Background check HR Inv 110196 | 11/21/2017 | 12/01/2017 | 55.45 |
| | Account 53990 - Other Services and Charges Totals 1 | | | <u>\$55.45</u> |
| | Program 120000 - Main Totals 2 | | | <u>\$521.29</u> |
| | Department 12 - Human Resources Totals 2 | | | <u>\$521.29</u> |
| Department 13 - Planning | | | | |
| Program 130000 - Main | | | | |
| Account 43310 - Application Fee | | | | |
| H.M. Mac Development LLC | 13-refund application fee BZA filing- | 11/21/2017 | 12/01/2017 | 500.00 |
| | Account 43310 - Application Fee Totals 1 | | | <u>\$500.00</u> |
| Account 52110 - Office Supplies | | | | |
| 5103 - Staples Contract & Commercial, INC | 13 - Notebook | 11/21/2017 | 12/01/2017 | 22.73 |
| | Account 52110 - Office Supplies Totals 1 | | | <u>\$22.73</u> |
| Account 52420 - Other Supplies | | | | |
| 5248 - Trafficware, LLC | 13-Synchro Sim Traffic | 11/21/2017 | 12/01/2017 | 504.51 |
| | Account 52420 - Other Supplies Totals 1 | | | <u>\$504.51</u> |
| Account 53160 - Instruction | | | | |
| 5324 - Neil Henry Kopper | 13-Travel Reimb_NACTO Conf. | 11/21/2017 | 12/01/2017 | 695.00 |
| 4943 - Elizabeth M Rosenbarger | 13-Travel Reimb-NACTO Conf./hotel, | 11/21/2017 | 12/01/2017 | 695.00 |
| | Account 53160 - Instruction Totals 2 | | | <u>\$1,390.00</u> |
| Account 53170 - Mgt. Fee, Consultants, and Workshops | | | | |
| 8305 - Schmidt Associates, INC | 13-Planning Dev. Process-serv. 10/1- | 11/21/2017 | 12/01/2017 | 9,845.00 |
| | Account 53170 - Mgt. Fee, Consultants, and Workshops Totals 1 | | | <u>\$9,845.00</u> |
| Account 53230 - Travel | | | | |
| 5324 - Neil Henry Kopper | 13-Travel Reimb_NACTO Conf. | 11/21/2017 | 12/01/2017 | 616.21 |



Board of Public Works Claim Register

Invoice Date Range 11/21/17 - 12/01/17

| Vendor | Invoice Description | Invoice Date | Payment Date | Invoice Amount |
|--|--|--------------|--------------|----------------|
| 4943 - Elizabeth M Rosenbarger | 13-Travel Reimb-NACTO Conf./hotel, | 11/21/2017 | 12/01/2017 | 765.22 |
| | Account 53230 - Travel Totals 2 | | | \$1,381.43 |
| Account 53310 - Printing | | | | |
| 3892 - Midwest Color Printing, INC | 13-250 business cards-R. White | 11/21/2017 | 12/01/2017 | 41.50 |
| | Account 53310 - Printing Totals 1 | | | \$41.50 |
| Account 53320 - Advertising | | | | |
| 323 - Hoosier Times, INC | 13 - Legal Notices-10th St Ped | 11/21/2017 | 12/01/2017 | 230.82 |
| | Account 53320 - Advertising Totals 1 | | | \$230.82 |
| Account 53910 - Dues and Subscriptions | | | | |
| 4442 - American Planning Association | 13 - APA Annual Membership-B. | 11/21/2017 | 12/01/2017 | 399.00 |
| 4442 - American Planning Association | 13 - APA Annual Membership-J. | 11/21/2017 | 12/01/2017 | 399.00 |
| 4442 - American Planning Association | 13 - APA Annual Membership-S. | 11/21/2017 | 12/01/2017 | 500.00 |
| 4442 - American Planning Association | 13-APA annual dues (APA + IN | 11/21/2017 | 12/01/2017 | 331.00 |
| 4442 - American Planning Association | 13-APA annual membership dues | 11/21/2017 | 12/01/2017 | 153.00 |
| 6233 - Association of State Floodplain Managers, INC | 13-2018 Annual Membership (Brad Jackson)_1-1-18 thru 12-31-18 | 11/21/2017 | 12/01/2017 | 160.00 |
| 323 - Hoosier Times, INC | 13-HT--Yearly Newspaper Renewal- | 11/21/2017 | 12/01/2017 | 211.35 |
| 2871 - International Municipal Signal Association (IMSA) | 13-2018 Membership Renewal for: Roy, Paul, Matt, Sara, Russell | 11/21/2017 | 12/01/2017 | 400.00 |
| 5941 - Amelia Lewis | 13 - Reimbursement for AICP | 11/21/2017 | 12/01/2017 | 20.00 |
| | Account 53910 - Dues and Subscriptions Totals 9 | | | \$2,573.35 |
| Account 54310 - Improvements Other Than Building | | | | |
| 5806 - Michael Baker International, INC | 13-3rd & Woodcrest Inspection- | 11/21/2017 | 12/01/2017 | 10,314.98 |
| | Account 54310 - Improvements Other Than Building Totals 1 | | | \$10,314.98 |
| | Program 130000 - Main Totals 20 | | | \$26,804.32 |
| Program 132000 - MPO | | | | |
| Account 52420 - Other Supplies | | | | |
| 4397 - A & D Cycling Enterprises, LLC (Revolution Bike) | 13-Bike Lights (Bike/Ped)-115 | 11/21/2017 | 12/01/2017 | 999.35 |
| | Account 52420 - Other Supplies Totals 1 | | | \$999.35 |
| | Program 132000 - MPO Totals 1 | | | \$999.35 |



Board of Public Works Claim Register

Invoice Date Range 11/21/17 - 12/01/17

| Vendor | Invoice Description | Invoice Date | Payment Date | Invoice Amount |
|---|--|---|--------------|----------------|
| | | Department 13 - Planning Totals 21 | | \$27,803.67 |
| Department 19 - Facilities Maintenance | | | | |
| Program 190000 - Main | | | | |
| Account 52210 - Institutional Supplies | | | | |
| 2966 - Barrett Supplies & Equipment, INC | 19-hand soap | 11/21/2017 | 12/01/2017 | 187.08 |
| 2966 - Barrett Supplies & Equipment, INC | 19-CH-toilet tissue, roll paper towels, | 11/21/2017 | 12/01/2017 | 991.33 |
| Account 52210 - Institutional Supplies Totals 2 | | | | \$1,178.41 |
| Account 52310 - Building Materials and Supplies | | | | |
| 395 - Kirby Risk Corp | 19-CH-light bulb stock-10/30/17 | 11/21/2017 | 12/01/2017 | 291.00 |
| 395 - Kirby Risk Corp | 19-CH-light bulb stock-10/12/17 | 11/21/2017 | 12/01/2017 | 15.50 |
| 395 - Kirby Risk Corp | 19-CH-lamps for stock-10/25/17 | 11/21/2017 | 12/01/2017 | 207.00 |
| 395 - Kirby Risk Corp | 19-CH-lamps for stock-10/23/17 | 11/21/2017 | 12/01/2017 | 9.48 |
| 395 - Kirby Risk Corp | 19-light bulbs for stock-10/23/17 | 11/21/2017 | 12/01/2017 | 15.50 |
| 394 - Kleindorfer Hardware & Variety | 19-City Hall-batteries, spray paint | 11/21/2017 | 12/01/2017 | 20.48 |
| 53005 - Menards, INC | 19-CH-100' stayplug yellow ext. | 11/21/2017 | 12/01/2017 | 255.96 |
| 53005 - Menards, INC | 19-CH-batteries-D | 11/21/2017 | 12/01/2017 | 25.92 |
| Account 52310 - Building Materials and Supplies Totals 8 | | | | \$840.84 |
| Account 52420 - Other Supplies | | | | |
| 4964 - The Toledo Ticket Co | 26-4th St Garage-tickets | 11/21/2017 | 12/01/2017 | 2,363.45 |
| Account 52420 - Other Supplies Totals 1 | | | | \$2,363.45 |
| Account 53140 - Exterminator Services | | | | |
| 51538 - Economy Termite & Pest Control, INC | 19-Roach treatment in the Council Office | 11/21/2017 | 12/01/2017 | 95.00 |
| Account 53140 - Exterminator Services Totals 1 | | | | \$95.00 |
| Account 53610 - Building Repairs | | | | |
| 32 - Cassidy Electrical Contractors, INC | 19-City Hall-Clerks Office-TV hookup | 11/21/2017 | 12/01/2017 | 660.47 |
| 4483 - City Lawn Corporation | 19-2541 W. 3rd St-mowing 10/11, | 11/21/2017 | 12/01/2017 | 105.00 |
| 21104 - Cummins Crosspoint, LLC | 19-City Hall-"A" check inspection | 11/21/2017 | 12/01/2017 | 321.40 |
| 818 - Everywhere Signs, LLC | 19-CH-Planning Dept-sign board | 11/21/2017 | 12/01/2017 | 620.00 |
| 321 - Harrell Fish, INC | 19-City Hall-quarterly PM Contract- | 11/21/2017 | 12/01/2017 | 1,910.66 |



Board of Public Works Claim Register

Invoice Date Range 11/21/17 - 12/01/17

| Vendor | Invoice Description | Invoice Date | Payment Date | Invoice Amount |
|---|--|--------------|--------------|--------------------|
| 4716 - Hoosier Floor Covering, INC (Carpets Plus) | 19-CH-Legal Dept-repair carpet | 11/21/2017 | 12/01/2017 | 235.00 |
| 7402 - Nature's Way, INC | 19-CH-monthly interior plant | 11/21/2017 | 12/01/2017 | 336.60 |
| 7402 - Nature's Way, INC | 19-CH-monthly interior plant maint- | 11/21/2017 | 12/01/2017 | 336.60 |
| 5819 - Synchrony Bank | 19-monitor & mount for solar | 11/21/2017 | 12/01/2017 | 477.98 |
| Account 53610 - Building Repairs Totals 9 | | | | <u>\$5,003.71</u> |
| Program 190000 - Main Totals 21 | | | | <u>\$9,481.41</u> |
| Department 19 - Facilities Maintenance Totals 21 | | | | <u>\$9,481.41</u> |
| Department 28 - ITS | | | | |
| Program 280000 - Main | | | | |
| Account 52420 - Other Supplies | | | | |
| 5103 - Staples Contract & Commercial, INC | 28-Ink for Department Plotter | 11/21/2017 | 12/01/2017 | 234.84 |
| 5103 - Staples Contract & Commercial, INC | 28-Ink for Department Plotter- black/yellow/cyan/gray | 11/21/2017 | 12/01/2017 | 321.96 |
| 5819 - Synchrony Bank | 28-Book | 11/21/2017 | 12/01/2017 | 38.22 |
| 5819 - Synchrony Bank | 28-LTO Cleaning Cartridge | 11/21/2017 | 12/01/2017 | 62.50 |
| 5819 - Synchrony Bank | 28-SONY LTO-5 Backup Tapes | 11/21/2017 | 12/01/2017 | 909.78 |
| 798 - Winters Associates Promotional Products, INC | 28-Retractable Badge Reel with Clip- 200 | 11/21/2017 | 12/01/2017 | 346.76 |
| Account 52420 - Other Supplies Totals 6 | | | | <u>\$1,914.06</u> |
| Account 53640 - Hardware and Software Maintenance | | | | |
| 5444 - Tyler Technologies, INC | 28-Tyler New World Unlimited Site- | 11/21/2017 | 12/01/2017 | 2,200.00 |
| Account 53640 - Hardware and Software Maintenance Totals 1 | | | | <u>\$2,200.00</u> |
| Program 280000 - Main Totals 7 | | | | <u>\$4,114.06</u> |
| Department 28 - ITS Totals 7 | | | | <u>\$4,114.06</u> |
| Fund 101 - General Fund (S0101) Totals 111 | | | | <u>\$88,494.97</u> |
| Fund 103 - Restricted Donations | | | | |
| Department 06 - Controller's Office | | | | |
| Program 400101 - Animal Medical Services | | | | |
| Account 53130 - Medical | | | | |



Board of Public Works Claim Register

Invoice Date Range 11/21/17 - 12/01/17

| Vendor | Invoice Description | Invoice Date | Payment Date | Invoice Amount |
|--|---|--------------|--------------|-------------------|
| 50350 - Arlington Heights Veterinary Hospital, INC | 01-emergency surgery-10/21/17 | 11/21/2017 | 12/01/2017 | 932.50 |
| 50350 - Arlington Heights Veterinary Hospital, INC | 01-emergency vet visit-10/21 & 10/24/17 | 11/21/2017 | 12/01/2017 | 84.95 |
| 3376 - Bloomington Pets Alive, INC | 01-spay/neuter surgeries - 10/16- | 11/21/2017 | 12/01/2017 | 4,925.00 |
| 5107 - NVA College Mall Veterinary Management INC | 01-heartworm treatment-10/26/17 | 11/21/2017 | 12/01/2017 | 251.01 |
| 54639 - Shake Veterinary Services, INC (Town & Country Vet | 01-emergency visit-10/30/17 | 11/21/2017 | 12/01/2017 | 139.00 |
| Account 53130 - Medical Totals 5 | | | | <u>\$6,332.46</u> |
| Program 400101 - Animal Medical Services Totals 5 | | | | <u>\$6,332.46</u> |
| Department 06 - Controller's Office Totals 5 | | | | <u>\$6,332.46</u> |
| Fund 103 - Restricted Donations Totals 5 | | | | <u>\$6,332.46</u> |
| Fund 312 - Community Services | | | | |
| Department 09 - CFRD | | | | |
| Program 090004 - Com Serv- Accessibility | | | | |
| Account 53990 - Other Services and Charges | | | | |
| 2541 - South Central Indiana Interpreting | 09-CCA Annual Celebration Event-- | 11/21/2017 | 12/01/2017 | 288.86 |
| 3303 - St. Marks United Methodist Church | 09-facility rental for annual CCA | 11/21/2017 | 12/01/2017 | <u>125.00</u> |
| Account 53990 - Other Services and Charges Totals 2 | | | | <u>\$413.86</u> |
| Program 090004 - Com Serv- Accessibility Totals 2 | | | | <u>\$413.86</u> |
| Program 090018 - CBVN | | | | |
| Account 52420 - Other Supplies | | | | |
| 891 - Lucy Schaich | 09-reimburse for refreshment | 11/21/2017 | 12/01/2017 | <u>44.85</u> |
| Account 52420 - Other Supplies Totals 1 | | | | <u>\$44.85</u> |
| Program 090018 - CBVN Totals 1 | | | | <u>\$44.85</u> |
| Department 09 - CFRD Totals 3 | | | | <u>\$458.71</u> |
| Fund 312 - Community Services Totals 3 | | | | <u>\$458.71</u> |
| Fund 401 - Non-Reverting Telecom (S1146) | | | | |
| Department 25 - Telecommunications | | | | |
| Program 254000 - Infrastructure | | | | |



Board of Public Works Claim Register

Invoice Date Range 11/21/17 - 12/01/17

| Vendor | Invoice Description | Invoice Date | Payment Date | Invoice Amount |
|---|---|--------------|--------------|----------------|
| Account 52420 - Other Supplies | | | | |
| 2372 - Probleu, INC | 28-SMF SFP connector LX transceiver | 11/21/2017 | 12/01/2017 | 731.83 |
| Account 52420 - Other Supplies Totals 1 | | | | \$731.83 |
| Account 53170 - Mgt. Fee, Consultants, and Workshops | | | | |
| 5388 - Paragon Corporation | 28-GIS PostgreSQL Database | 11/21/2017 | 12/01/2017 | 456.00 |
| Account 53170 - Mgt. Fee, Consultants, and Workshops Totals 1 | | | | \$456.00 |
| Account 53640 - Hardware and Software Maintenance | | | | |
| 13482 - Northern Lights Locating & Inspection, INC | 28-BDU Locating and marking services October 2017 | 11/21/2017 | 12/01/2017 | 2,500.00 |
| Account 53640 - Hardware and Software Maintenance Totals 1 | | | | \$2,500.00 |
| Account 54450 - Equipment | | | | |
| 53442 - Paragon Micro, INC | 28-Capital Replacement Computer | 11/21/2017 | 12/01/2017 | 2,744.97 |
| 53442 - Paragon Micro, INC | 28-Capital Replacement Computers | 11/21/2017 | 12/01/2017 | 4,674.95 |
| 53442 - Paragon Micro, INC | 28-Capital Replacement Workstations | 11/21/2017 | 12/01/2017 | 2,379.99 |
| 53442 - Paragon Micro, INC | 28-Capital Replacement Workstations | 11/21/2017 | 12/01/2017 | 919.99 |
| 53442 - Paragon Micro, INC | 28-Capital Replacement Workstations | 11/21/2017 | 12/01/2017 | 4,574.95 |
| 53442 - Paragon Micro, INC | 28-Capital Replacement Workstations | 11/21/2017 | 12/01/2017 | 2,379.99 |
| 53442 - Paragon Micro, INC | 28-Capital Replacement Workstations | 11/21/2017 | 12/01/2017 | 7,118.97 |
| 53442 - Paragon Micro, INC | 28-Capital Replacement Computers | 11/21/2017 | 12/01/2017 | 18,983.92 |
| 53442 - Paragon Micro, INC | 28-New GIS Server (ESRI) | 11/21/2017 | 12/01/2017 | 5,745.98 |
| Account 54450 - Equipment Totals 9 | | | | \$49,523.71 |
| Program 254000 - Infrastructure Totals 12 | | | | \$53,211.54 |
| Program 256000 - Services | | | | |
| Account 53640 - Hardware and Software Maintenance | | | | |
| 3989 - Ricoh USA, INC | 28-Copier Maintenance-9/17- | 11/21/2017 | 12/01/2017 | 2,082.30 |
| Account 53640 - Hardware and Software Maintenance Totals 1 | | | | \$2,082.30 |
| Program 256000 - Services Totals 1 | | | | \$2,082.30 |
| Department 25 - Telecommunications Totals 13 | | | | \$55,293.84 |
| Fund 401 - Non-Reverting Telecom (S1146) Totals 13 | | | | \$55,293.84 |
| Fund 451 - Motor Vehicle Highway(S0708) | | | | |
| Department 20 - Street | | | | |



Board of Public Works Claim Register

Invoice Date Range 11/21/17 - 12/01/17

| Vendor | Invoice Description | Invoice Date | Payment Date | Invoice Amount |
|--|---------------------------------------|--------------|--------------|--------------------|
| Program 200000 - Main | | | | |
| Account 52110 - Office Supplies | | | | |
| 5103 - Staples Contract & Commercial, INC | 20-sharpies, 2018 dayminder, pens | 11/21/2017 | 12/01/2017 | 53.88 |
| Account 52110 - Office Supplies Totals 1 | | | | <u>\$53.88</u> |
| Account 52330 - Street , Alley, and Sewer Material | | | | |
| 334 - Irving Materials, INC | 20-1005 S. Meadowbrook-Class A | 11/21/2017 | 12/01/2017 | 152.25 |
| 334 - Irving Materials, INC | 20-308 S. Buckner-Class A Stone-2 | 11/21/2017 | 12/01/2017 | 203.00 |
| 334 - Irving Materials, INC | 20-N. Park Ridge Rd-Class A Stone | 11/21/2017 | 12/01/2017 | 203.00 |
| 19278 - Milestone Contractors, LP | 20-Blackstone/Sheffield/patching- | 11/21/2017 | 12/01/2017 | 8,415.06 |
| 19278 - Milestone Contractors, LP | 20-Woodscrest/Hillsdale/patch- | 11/21/2017 | 12/01/2017 | 48,418.56 |
| 19278 - Milestone Contractors, LP | 20-Bridgestone patch-surface-27.19 | 11/21/2017 | 12/01/2017 | 1,223.55 |
| 19278 - Milestone Contractors, LP | 20-Hillsdale-283.05 tons-10/20/17 | 11/21/2017 | 12/01/2017 | 1,671.30 |
| 365 - Rogers Group, INC | 20-#11 stone-10/25-16.14 | 11/21/2017 | 12/01/2017 | 280.17 |
| Account 52330 - Street , Alley, and Sewer Material Totals 8 | | | | <u>\$60,566.89</u> |
| Account 52340 - Other Repairs and Maintenance | | | | |
| 294 - All-Phase Electric Supply, INC | 20-Traffic Signal Supplies-105-305V | 11/21/2017 | 12/01/2017 | 32.78 |
| Account 52340 - Other Repairs and Maintenance Totals 1 | | | | <u>\$32.78</u> |
| Account 52420 - Other Supplies | | | | |
| 409 - Black Lumber Co INC | 20-Paving Crew-3 gal. back saver | 11/21/2017 | 12/01/2017 | 29.99 |
| 409 - Black Lumber Co INC | 20-Pavement Markings-DIB Blue | 11/21/2017 | 12/01/2017 | 11.98 |
| 409 - Black Lumber Co INC | 20-Traffic Signals-Do-It 100% | 11/21/2017 | 12/01/2017 | 11.67 |
| 409 - Black Lumber Co INC | 20-Leafing Crew-construction lumber | 11/21/2017 | 12/01/2017 | 12.78 |
| 313 - Fastenal Company | 20-tape measure, traffic marker | 11/21/2017 | 12/01/2017 | 87.07 |
| 313 - Fastenal Company | 20-safety supplies-gloves | 11/21/2017 | 12/01/2017 | 19.33 |
| 313 - Fastenal Company | 20-safety supplies-ear plugs, gloves, | 11/21/2017 | 12/01/2017 | 44.76 |
| 52189 - Hiram J Hash & Sons, INC | 20-Time Cards for Employees | 11/21/2017 | 12/01/2017 | 106.00 |
| 394 - Kleindorfer Hardware & Variety | 20-Tack wagon-thread sealant | 11/21/2017 | 12/01/2017 | 11.99 |
| 5819 - Synchrony Bank | 20-Key Tags for vehicles | 11/21/2017 | 12/01/2017 | 26.40 |
| 577 - W.W. Grainger, INC | 20-3 Secondary Containment | 11/21/2017 | 12/01/2017 | 721.35 |
| Account 52420 - Other Supplies Totals 11 | | | | <u>\$1,083.32</u> |



Board of Public Works Claim Register

Invoice Date Range 11/21/17 - 12/01/17

| Vendor | Invoice Description | Invoice Date | Payment Date | Invoice Amount |
|---|---|--------------|--------------|----------------|
| Account 53130 - Medical | | | | |
| 231 - Indiana University Health Bloomington, INC | 20-M. Lutes-Drug Screen DOT 5 Panel E Screen | 11/21/2017 | 12/01/2017 | 43.00 |
| 231 - Indiana University Health Bloomington, INC | 20-L. Rains-Drug Screen DOT 5 Panel E Screen | 11/21/2017 | 12/01/2017 | 43.00 |
| Account 53130 - Medical Totals 2 | | | | <hr/> \$86.00 |
| Account 53250 - Pagers | | | | |
| 332 - Indiana Paging Network, INC | 20-pager service-December 2017 | 11/21/2017 | 12/01/2017 | 86.76 |
| Account 53250 - Pagers Totals 1 | | | | <hr/> \$86.76 |
| Account 53540 - Natural Gas | | | | |
| 222 - Vectren | 19-Street Dept-gas bill 10/5-11/3/17 | 11/21/2017 | 12/01/2017 | 160.36 |
| 222 - Vectren | 19-Traffic Bldg-gas bill 10/5-11/3/17 | 11/21/2017 | 12/01/2017 | 87.85 |
| Account 53540 - Natural Gas Totals 2 | | | | <hr/> \$248.21 |
| Account 53610 - Building Repairs | | | | |
| 392 - Koorsen Fire & Security, INC | 19-Street-fire extinguisher insp. | 11/21/2017 | 12/01/2017 | 350.76 |
| Account 53610 - Building Repairs Totals 1 | | | | <hr/> \$350.76 |
| Account 53630 - Machinery and Equipment Repairs | | | | |
| 3496 - Smith Implements, INC | 20-chain saw repairs | 11/21/2017 | 12/01/2017 | 77.34 |
| Account 53630 - Machinery and Equipment Repairs Totals 1 | | | | <hr/> \$77.34 |
| Account 53910 - Dues and Subscriptions | | | | |
| 2871 - International Municipal Signal Association (IMSA) | 20-IMSA Membership Dues-2018-Combs/Henson/Stinson/VanDeventer | 11/21/2017 | 12/01/2017 | 320.00 |
| Account 53910 - Dues and Subscriptions Totals 1 | | | | <hr/> \$320.00 |
| Account 53920 - Laundry and Other Sanitation Services | | | | |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 20-uniform rental (minus payroll ded)-11/1/17 | 11/21/2017 | 12/01/2017 | 47.64 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 20-uniform rental (minus payroll ded)-11/08/17 | 11/21/2017 | 12/01/2017 | 21.90 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 20-uniform rental (minus payroll ded)-10/18/17 | 11/21/2017 | 12/01/2017 | 124.86 |



Board of Public Works Claim Register

Invoice Date Range 11/21/17 - 12/01/17

| Vendor | Invoice Description | Invoice Date | Payment Date | Invoice Amount |
|---|---|--------------|--------------|-------------------|
| 19171 - Aramark Uniform & Career Apparel Group, INC | 20-Rugs & Shop Towels-11/1/17 | 11/21/2017 | 12/01/2017 | 26.39 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 20-Rugs & Shop Towels-11/08/17 | 11/21/2017 | 12/01/2017 | 26.39 |
| Account 53920 - Laundry and Other Sanitation Services Totals 5 | | | | <hr/> \$247.18 |
| Account 53950 - Landfill | | | | |
| 52226 - Hoosier Transfer Station-3140 | 20-Dump Fees for Sweeper debris- | 11/21/2017 | 12/01/2017 | 793.60 |
| 52226 - Hoosier Transfer Station-3140 | 20-Dump Fees for Sweeper debris- | 11/21/2017 | 12/01/2017 | 1,369.60 |
| 52226 - Hoosier Transfer Station-3140 | 20-Dump Fees for Sweeper debris- | 11/21/2017 | 12/01/2017 | 1,114.40 |
| 6152 - K&S Rolloff, INC | 20-Rolloff Services for Sweeper | 11/21/2017 | 12/01/2017 | 150.00 |
| Account 53950 - Landfill Totals 4 | | | | <hr/> \$3,427.60 |
| Account 53990 - Other Services and Charges | | | | |
| 902 - Indiana Underground Plant Protection Service, INC | 20-811 tickets-September-719 tickets | 11/21/2017 | 12/01/2017 | 683.05 |
| 6152 - K&S Rolloff, INC | 20-roll off pull price & delivery-2 - | 11/21/2017 | 12/01/2017 | 300.00 |
| 6152 - K&S Rolloff, INC | 20-Rolloff Services for Sweeping | 11/21/2017 | 12/01/2017 | 300.00 |
| 60 - Monroe County Solid Waste Management District | 20-Disposal Fee for Latex Paint | 11/21/2017 | 12/01/2017 | 404.05 |
| 19444 - Jeffery D Todd (Todd Septic Tank Service) | 20-pump saltwater collection tanks-10/10/17 | 11/21/2017 | 12/01/2017 | 150.00 |
| Account 53990 - Other Services and Charges Totals 5 | | | | <hr/> \$1,837.10 |
| Program 200000 - Main Totals 43 | | | | <hr/> \$68,417.82 |
| Department 20 - Street Totals 43 | | | | <hr/> \$68,417.82 |
| Fund 451 - Motor Vehicle Highway(S0708) Totals 43 | | | | <hr/> \$68,417.82 |
| Fund 452 - Parking Facilities(S9502) | | | | |
| Department 26 - Parking | | | | |
| Program 260000 - Main | | | | |
| Account 43160 - Lot/Garage Leases - Annual | | | | |
| Vikki Delaney | 26-Delaney-refund Nov. 2017 | 11/21/2017 | 12/01/2017 | 67.00 |
| Account 43160 - Lot/Garage Leases - Annual Totals 1 | | | | <hr/> \$67.00 |
| Account 52210 - Institutional Supplies | | | | |



Board of Public Works Claim Register

Invoice Date Range 11/21/17 - 12/01/17

| Vendor | Invoice Description | Invoice Date | Payment Date | Invoice Amount |
|---|--------------------------------------|--------------|--------------|----------------|
| 4574 - John Deere Financial (Rural King) | 26-Hand and Push spreaders, and | 11/21/2017 | 12/01/2017 | 371.45 |
| 4574 - John Deere Financial (Rural King) | 26-Garbage can inserts | 11/21/2017 | 12/01/2017 | 31.96 |
| 53005 - Menards, INC | 26-Pkg Garages-first aid kits, eye | 11/21/2017 | 12/01/2017 | 144.95 |
| Account 52210 - Institutional Supplies Totals 3 | | | | \$548.36 |
| Account 52310 - Building Materials and Supplies | | | | |
| 394 - Kleindorfer Hardware & Variety | 26-Pkg Garages-tap cons for parking | 11/21/2017 | 12/01/2017 | 42.02 |
| 6055 - David Padgett (AnKriss Services) | 26-4th St Garage Skywalk-install new | 11/21/2017 | 12/01/2017 | 1,428.70 |
| Account 52310 - Building Materials and Supplies Totals 2 | | | | \$1,470.72 |
| Account 52430 - Uniforms and Tools | | | | |
| 293 - J&S Locksmith Shop, INC | 26-Pkg Garages-2 snow blowers/3 | 11/21/2017 | 12/01/2017 | 1,774.89 |
| 293 - J&S Locksmith Shop, INC | 26-Pkg Garages-keys made | 11/21/2017 | 12/01/2017 | 21.00 |
| Account 52430 - Uniforms and Tools Totals 2 | | | | \$1,795.89 |
| Account 53310 - Printing | | | | |
| 53125 - Mr. Copy, INC | 26-Morton St Garage- | 11/21/2017 | 12/01/2017 | 275.70 |
| Account 53310 - Printing Totals 1 | | | | \$275.70 |
| Account 53610 - Building Repairs | | | | |
| 6237 - Integrapark, LLC | 26-Purchase of Paris and Geneva | 11/21/2017 | 12/01/2017 | 7,520.00 |
| Account 53610 - Building Repairs Totals 1 | | | | \$7,520.00 |
| Account 53650 - Other Repairs | | | | |
| 3909 - Applied Engineering Services, INC | 26-Pkg Garages-bidding services for | 11/21/2017 | 12/01/2017 | 1,500.00 |
| 818 - Everywhere Signs, LLC | 26-4th St Garage-basement signs | 11/21/2017 | 12/01/2017 | 4,028.00 |
| 6055 - David Padgett (AnKriss Services) | 26-4th St Garage Skywalk-CO-seal all | 11/21/2017 | 12/01/2017 | 1,465.11 |
| 6055 - David Padgett (AnKriss Services) | 26-4th St Garage Skwyalk-CO2- | 11/21/2017 | 12/01/2017 | 400.61 |
| 6055 - David Padgett (AnKriss Services) | 26-4th St Garage Skywalk-stone | 11/21/2017 | 12/01/2017 | 22,833.33 |
| Account 53650 - Other Repairs Totals 5 | | | | \$30,227.05 |
| Program 260000 - Main Totals 15 | | | | \$41,904.72 |
| Department 26 - Parking Totals 15 | | | | \$41,904.72 |
| Fund 452 - Parking Facilities(S9502) Totals 15 | | | | \$41,904.72 |

Fund **454 - Alternative Transport(S6301)**
 Department **02 - Public Works**
 Program **020000 - Main**



Board of Public Works Claim Register

Invoice Date Range 11/21/17 - 12/01/17

| Vendor | Invoice Description | Invoice Date | Payment Date | Invoice Amount |
|--|-------------------------------------|--------------|--------------|--------------------|
| Account 54310 - Improvements Other Than Building | | | | |
| 10 - Bledsoe Riggert Cooper & James INC | 15-Rockport Road SW-Inv. date | 11/21/2017 | 12/01/2017 | 4,517.00 |
| 204 - State Of Indiana | 3-West 3rd St. Restriping-Change | 11/21/2017 | 12/01/2017 | 37,369.18 |
| 5999 - The Etica Group, INC | 13-Walnut/Mitchell Sidwalks-9/24- | 11/21/2017 | 12/01/2017 | 9,120.14 |
| Account 54310 - Improvements Other Than Building Totals 3 | | | | <u>\$51,006.32</u> |
| Program 020000 - Main Totals 3 | | | | <u>\$51,006.32</u> |
| Department 02 - Public Works Totals 3 | | | | <u>\$51,006.32</u> |
| Fund 454 - Alternative Transport(S6301) Totals 3 | | | | <u>\$51,006.32</u> |
| Fund 519 - 2016 GO Bonds Bond #2 (S0182) | | | | |
| Department 06 - Controller's Office | | | | |
| Program 060000 - Main | | | | |
| Account 53830 - Bank Charges | | | | |
| 5232 - The Huntington National Bank | 06-General Obligation Admin Fee for | 11/21/2017 | 12/01/2017 | 499.69 |
| 5232 - The Huntington National Bank | 06-General Obligation Admin Fee for | 11/21/2017 | 12/01/2017 | 500.00 |
| 5232 - The Huntington National Bank | 06-General Obligation Admin Fee for | 11/21/2017 | 12/01/2017 | 500.00 |
| 5232 - The Huntington National Bank | 06-General Obligation Admin Fee for | 11/21/2017 | 12/01/2017 | 500.00 |
| 5232 - The Huntington National Bank | 06-General Obligation Admin Fee for | 11/21/2017 | 12/01/2017 | 500.00 |
| 5232 - The Huntington National Bank | 06-General Obligation Admin Fee for | 11/21/2017 | 12/01/2017 | 500.00 |
| 5232 - The Huntington National Bank | 06-General Obligation Admin Fee for | 11/21/2017 | 12/01/2017 | 500.00 |
| 5232 - The Huntington National Bank | 06-General Obligation Admin Fee for | 11/21/2017 | 12/01/2017 | 500.00 |
| Account 53830 - Bank Charges Totals 8 | | | | <u>\$3,999.69</u> |
| Program 060000 - Main Totals 8 | | | | <u>\$3,999.69</u> |
| Department 06 - Controller's Office Totals 8 | | | | <u>\$3,999.69</u> |
| Fund 519 - 2016 GO Bonds Bond #2 (S0182) Totals 8 | | | | <u>\$3,999.69</u> |
| Fund 520 - 2016 Parks GO Bond #3 (S0183) | | | | |
| Department 06 - Controller's Office | | | | |
| Program 060000 - Main | | | | |
| Account 53830 - Bank Charges | | | | |
| 5232 - The Huntington National Bank | 18-Parks Series 2016A-2016E Admin | 11/21/2017 | 12/01/2017 | 500.00 |
| 5232 - The Huntington National Bank | 18-Parks Series 2016A-2016E Admin | 11/21/2017 | 12/01/2017 | 500.00 |
| 5232 - The Huntington National Bank | 18-Parks Series 2016A-2016E Admin | 11/21/2017 | 12/01/2017 | 500.00 |



Board of Public Works Claim Register

Invoice Date Range 11/21/17 - 12/01/17

| Vendor | Invoice Description | Invoice Date | Payment Date | Invoice Amount |
|---|--------------------------------------|--------------|--------------|----------------|
| 5232 - The Huntington National Bank | 18-Parks Series 2016A-2016E Admin | 11/21/2017 | 12/01/2017 | 500.00 |
| 5232 - The Huntington National Bank | 18-Parks Series 2016A-2016E Admin | 11/21/2017 | 12/01/2017 | 500.00 |
| Account 53830 - Bank Charges Totals 5 | | | | \$2,500.00 |
| Program 060000 - Main Totals 5 | | | | \$2,500.00 |
| Department 06 - Controller's Office Totals 5 | | | | \$2,500.00 |
| Fund 520 - 2016 Parks GO Bond #3 (S0183) Totals 5 | | | | \$2,500.00 |
| Fund 600 - Cum Cap Improvement (CIG)(S2379) | | | | |
| Department 02 - Public Works | | | | |
| Program 020000 - Main | | | | |
| Account 52330 - Street , Alley, and Sewer Material | | | | |
| 334 - Irving Materials, INC | 20-890 S. Woodscrest-Class A Stone- | 11/21/2017 | 12/01/2017 | 558.25 |
| 334 - Irving Materials, INC | 20-2607 E. Woodbine-Class A Stone | 11/21/2017 | 12/01/2017 | 659.75 |
| 334 - Irving Materials, INC | 20-2607 E. Woodbine-Class A Stone | 11/21/2017 | 12/01/2017 | 659.75 |
| 334 - Irving Materials, INC | 20-3707 South Court-Class A Stone-3 | 11/21/2017 | 12/01/2017 | 304.50 |
| 334 - Irving Materials, INC | 20-1000 E Allendale Dr-Class A Stone | 11/21/2017 | 12/01/2017 | 609.00 |
| 334 - Irving Materials, INC | 20-904 W RCA Park Dr-Class A Stone | 11/21/2017 | 12/01/2017 | 406.00 |
| 334 - Irving Materials, INC | 20-2110 Harmony Place-Class A | 11/21/2017 | 12/01/2017 | 609.00 |
| 334 - Irving Materials, INC | 20-900 S. WA-Class A Stone-4 cy- | 11/21/2017 | 12/01/2017 | 406.00 |
| 334 - Irving Materials, INC | 20-2602 Covenanter-Class A Stone | 11/21/2017 | 12/01/2017 | 253.75 |
| 334 - Irving Materials, INC | 20-901 S. WA-Class A Stone-3.5 cy- | 11/21/2017 | 12/01/2017 | 355.25 |
| 19278 - Milestone Contractors, LP | 20-Blackstone/Sheffield/patching- | 11/21/2017 | 12/01/2017 | 1,757.10 |
| Account 52330 - Street , Alley, and Sewer Material Totals 11 | | | | \$6,578.35 |
| Program 020000 - Main Totals 11 | | | | \$6,578.35 |
| Department 02 - Public Works Totals 11 | | | | \$6,578.35 |
| Fund 600 - Cum Cap Improvement (CIG)(S2379) Totals 11 | | | | \$6,578.35 |
| Fund 601 - Cum Cap Development(S2391) | | | | |
| Department 02 - Public Works | | | | |
| Program 020000 - Main | | | | |
| Account 52330 - Street , Alley, and Sewer Material | | | | |
| 19278 - Milestone Contractors, LP | 20-Hillsdale-283.05 tons-10/20/17 | 11/21/2017 | 12/01/2017 | 11,915.10 |
| 19278 - Milestone Contractors, LP | 20- | 11/21/2017 | 12/01/2017 | 6,655.65 |



Board of Public Works Claim Register

Invoice Date Range 11/21/17 - 12/01/17

| Vendor | Invoice Description | Invoice Date | Payment Date | Invoice Amount |
|--|-----------------------------------|--------------|--------------|----------------|
| 19278 - Milestone Contractors, LP | 20-W. 3rd/patching-surface 371.56 | 11/21/2017 | 12/01/2017 | 6,963.54 |
| Account 52330 - Street , Alley, and Sewer Material Totals 3 | | | | \$25,534.29 |
| Account 54310 - Improvements Other Than Building | | | | |
| 19362 - CrossRoad Engineers, PC | 13-Old 37/Dunn (Insp Serv)-9/30- | 11/21/2017 | 12/01/2017 | 1,985.50 |
| Account 54310 - Improvements Other Than Building Totals 1 | | | | \$1,985.50 |
| Account 54510 - Other Capital Outlays | | | | |
| 18844 - First Financial Bank, N.A. | 20-2017 Pavement Markings | 11/21/2017 | 12/01/2017 | 732.17 |
| 3662 - Indiana Traffic Services, LLC | 20-2017 Pavement Markings | 11/21/2017 | 12/01/2017 | 13,911.24 |
| Account 54510 - Other Capital Outlays Totals 2 | | | | \$14,643.41 |
| Program 020000 - Main Totals 6 | | | | \$42,163.20 |
| Department 02 - Public Works Totals 6 | | | | \$42,163.20 |
| Fund 601 - Cum Cap Development(S2391) Totals 6 | | | | \$42,163.20 |
| Fund 730 - Solid Waste (S6401) | | | | |
| Department 16 - Sanitation | | | | |
| Program 160000 - Main | | | | |
| Account 43090 - Solid Waste | | | | |
| Jessica Abbazio | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 18.00 |
| Ashraf Abdelhafez | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 12.00 |
| Beth Abdullah | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 42.00 |
| L. Annette Alpert | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 2.00 |
| Robert Althausen | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 10.00 |
| Brooke Barada | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 6.00 |
| Marilyn Kay Baxter | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 8.00 |
| Ida Bouvier | 16-trash and yard waste stickere | 11/21/2017 | 12/01/2017 | 30.00 |
| Ida Bouvier | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 16.00 |
| Ida M. Bouvier | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 40.00 |
| Joan Breeden | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 2.00 |
| Judith S. Butcher | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 6.00 |
| Ron Cassidy | 16-trash and yard waste stickere | 11/21/2017 | 12/01/2017 | 14.00 |
| Kathleen Chmielewski | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 8.00 |
| Youshin Choi | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 6.00 |



Board of Public Works Claim Register

Invoice Date Range 11/21/17 - 12/01/17

| Vendor | Invoice Description | Invoice Date | Payment Date | Invoice Amount |
|-------------------------|----------------------------------|--------------|--------------|----------------|
| Alice Cloutier | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 10.00 |
| Javon Coatie | 16-trash and yard waste stickere | 11/21/2017 | 12/01/2017 | 14.00 |
| Timothy Colwell | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 12.00 |
| David Crooke | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 8.00 |
| Ivor K. Davies | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 8.00 |
| Jennifer Davis | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 18.00 |
| Robert DeStefano | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 2.00 |
| Jeremy Dilts | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 8.00 |
| Amy Dowell | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 2.00 |
| John Dyson | 16-trash and yard waste stickere | 11/21/2017 | 12/01/2017 | 6.00 |
| Greg Ellis | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 10.00 |
| Zelia Emerick | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 6.00 |
| Aaron Burg & Emma Doud | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 6.00 |
| Dawn Evans | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 6.00 |
| Jeff Fanyo | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 72.00 |
| Mark Feddersen | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 8.00 |
| Rachel Fleming | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 4.00 |
| John F. Fox | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 14.00 |
| Maurice Garnier | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 8.00 |
| Julie Gass | 16-trash and yard waste stickere | 11/21/2017 | 12/01/2017 | 12.00 |
| Girl Scouts Troop #2579 | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 120.00 |
| Madeline Grat | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 14.00 |
| Judy A. Griffin | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 8.00 |
| Russell L. Hanson | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 16.00 |
| Martha Harsanyi | 16-trash and yard waste stickere | 11/21/2017 | 12/01/2017 | 16.00 |
| Stanley Helfenbein | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 4.00 |
| Andrew Henderson | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 2.00 |
| Robert Henry | 16-trash and yard waste stickere | 11/21/2017 | 12/01/2017 | 10.00 |
| John Hill | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 6.00 |
| David Hoff | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 2.00 |
| Thomas Huberty | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 2.00 |



Board of Public Works Claim Register

Invoice Date Range 11/21/17 - 12/01/17

| Vendor | Invoice Description | Invoice Date | Payment Date | Invoice Amount |
|-----------------------------|----------------------------------|--------------|--------------|----------------|
| Jackson Creek Middle School | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 62.00 |
| Donald E. Jones | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 4.00 |
| Stephen & Eileen Katz | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 4.00 |
| Scott Keegan | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 6.00 |
| Hyun Kim | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 34.00 |
| Richard W. King | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 6.00 |
| Eiko Kocher | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 8.00 |
| Catherine Larson | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 6.00 |
| LeAnn Lipe | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 2.00 |
| Mary Maddock | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 10.00 |
| Phyllis Martin | 16-trash and yard waste stickere | 11/21/2017 | 12/01/2017 | 16.00 |
| Laura Massey | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 4.00 |
| Richard Mattsson | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 2.00 |
| C. McBurney | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 4.00 |
| Nyama McCarthy-Brown | 16-trash and yard waste stickere | 11/21/2017 | 12/01/2017 | 12.00 |
| Elizabeth McDevitt | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 10.00 |
| Reova Meredith | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 4.00 |
| John Misz, Jr. | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 6.00 |
| Laura Moore | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 4.00 |
| Marleen Newman | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 2.00 |
| Will Orrick | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 26.00 |
| Mildred L. Patton | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 6.00 |
| Greg Peters | 16-trash and yard waste stickere | 11/21/2017 | 12/01/2017 | 4.00 |
| John Poage | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 56.00 |
| Michelle Powell | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 8.00 |
| Nancy Rankin | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 6.00 |
| Cindy Reichard | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 28.00 |
| Pamela Rickly | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 10.00 |
| Marke & Amy Robinson | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 8.00 |
| Sarah Ryterband | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 2.00 |
| Amr Sabry | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 6.00 |



Board of Public Works Claim Register

Invoice Date Range 11/21/17 - 12/01/17

| Vendor | Invoice Description | Invoice Date | Payment Date | Invoice Amount |
|---|----------------------------------|--------------|--------------|-------------------|
| Natalia M. Schau | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 6.00 |
| Brian Schrag | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 20.00 |
| Abe Schultz | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 16.00 |
| Roger L. Sepanski | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 4.00 |
| Robert Shettleroe | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 8.00 |
| Phillip F. Sperry | 14-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 15.00 |
| Veda Stanfield | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 12.00 |
| Kathy Stout | 16-trash and yard waste stickere | 11/21/2017 | 12/01/2017 | 10.00 |
| Angela Sturderant | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 10.00 |
| Frank Sturgis | 16-trash and yard waste stickere | 11/21/2017 | 12/01/2017 | 6.00 |
| Sara Swan | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 22.00 |
| Alan Syfert | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 2.00 |
| Leslie Tait | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 14.00 |
| Michael Tansey | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 334.00 |
| Edgar Terrell | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 10.00 |
| The Project School | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 70.00 |
| Carol E. Thompson | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 4.00 |
| Scott Todd | 16-trash and yard waste stickere | 11/21/2017 | 12/01/2017 | 12.00 |
| Aaron Travers | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 18.00 |
| Cheryl Underwood | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 20.00 |
| Carolyn Waldron | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 2.00 |
| Stefanie Weintraub | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 16.00 |
| Lucy Wortham | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 16.00 |
| Jill Zai | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 10.00 |
| Account 43090 - Solid Waste Totals 101 | | | | <u>\$1,677.00</u> |
| Account 43100 - Yard Waste | | | | |
| Beth Abdullah | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 39.00 |
| Sharon Adams | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 4.00 |
| L. Annette Alpert | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 2.00 |
| Brooke Barada | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 16.00 |
| Donald K. Berry | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 16.00 |



Board of Public Works Claim Register

Invoice Date Range 11/21/17 - 12/01/17

| Vendor | Invoice Description | Invoice Date | Payment Date | Invoice Amount |
|-----------------------------|----------------------------------|--------------|--------------|----------------|
| Ida M. Bouvier | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 5.00 |
| Petra Bragt | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 9.00 |
| Joan Breeden | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 8.00 |
| Wendy Calman | 16-trash and yard waste stickere | 11/21/2017 | 12/01/2017 | 4.00 |
| Kathleen Chmielewski | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 7.00 |
| Alice Cloutier | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 2.00 |
| Timothy Colwell | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 8.00 |
| Ivor K. Davies | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 5.00 |
| Jennifer Davis | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 10.00 |
| Robert DeStefano | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 10.00 |
| Amy Dowell | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 14.00 |
| Greg Ellis | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 1.00 |
| Aaron Burg & Emma Doud | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 4.00 |
| Mark Feddersen | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 5.00 |
| Jennifer Festa | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 3.00 |
| Rachel Fleming | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 8.00 |
| Arnold & Suzanne Fodor | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 11.00 |
| John F. Fox | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 4.00 |
| Maurice Garnier | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 9.00 |
| Girl Scouts Troop #2579 | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 39.00 |
| Madeline Grat | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 4.00 |
| Russell L. Hanson | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 16.00 |
| Martha Harsanyi | 16-trash and yard waste stickere | 11/21/2017 | 12/01/2017 | 10.00 |
| Stanley Helfenbein | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 2.00 |
| John Hill | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 1.00 |
| Rex Hillery | 16-trash and yard waste stickere | 11/21/2017 | 12/01/2017 | 4.00 |
| David Hoff | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 13.00 |
| Thomas Huberty | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 4.00 |
| Jackson Creek Middle School | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 34.00 |
| Donald E. Jones | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 3.00 |
| Hyun Kim | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 10.00 |



Board of Public Works Claim Register

Invoice Date Range 11/21/17 - 12/01/17

| Vendor | Invoice Description | Invoice Date | Payment Date | Invoice Amount |
|----------------------|----------------------------------|--------------|--------------|----------------|
| Richard W. King | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 2.00 |
| LeAnn Lipe | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 5.00 |
| Mary Maddock | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 4.00 |
| Phyllis Martin | 16-trash and yard waste stickere | 11/21/2017 | 12/01/2017 | 4.00 |
| Stephen J. Martin | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 12.00 |
| Laura Massey | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 3.00 |
| Richard Mattsson | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 5.00 |
| C. McBurney | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 18.00 |
| Elizabeth McDevitt | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 9.00 |
| Reova Meredith | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 1.00 |
| John Misz, Jr. | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 8.00 |
| Laura Moore | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 7.00 |
| Marleen Newman | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 5.00 |
| Greg Peters | 16-trash and yard waste stickere | 11/21/2017 | 12/01/2017 | 9.00 |
| John Poage | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 13.00 |
| Michelle Powell | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 3.00 |
| Cindy Reichard | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 9.00 |
| Cyrus Resur | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 4.00 |
| Pamela Rickly | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 4.00 |
| Marke & Amy Robinson | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 2.00 |
| Jane Ruddick | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 18.00 |
| Sarah Ryterband | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 7.00 |
| Amr Sabry | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 1.00 |
| Natalia M. Schau | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 7.00 |
| Brian Schrag | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 6.00 |
| Roger L. Sepanski | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 13.00 |
| Winston Shindell | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 2.25 |
| Phillip F. Sperry | 14-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 22.75 |
| Veda Stanfield | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 1.00 |
| Kathy Stout | 16-trash and yard waste stickere | 11/21/2017 | 12/01/2017 | 4.00 |
| Carney Strange | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 4.00 |



Board of Public Works Claim Register

Invoice Date Range 11/21/17 - 12/01/17

| Vendor | Invoice Description | Invoice Date | Payment Date | Invoice Amount |
|---|---|--------------|--------------|----------------|
| Frank Sturgis | 16-trash and yard waste stickere | 11/21/2017 | 12/01/2017 | 14.00 |
| Leslie Tait | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 7.00 |
| Michael Tansey | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 23.00 |
| The Project School | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 38.00 |
| Carol E. Thompson | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 6.00 |
| Scott Todd | 16-trash and yard waste stickere | 11/21/2017 | 12/01/2017 | 5.00 |
| Meg Torrence | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 1.00 |
| Aaron Travers | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 7.00 |
| Cheryl Underwood | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 4.00 |
| Carolyn Waldron | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 2.00 |
| J. E. Winterfeldt | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 2.00 |
| Jill Zai | 16-trash and yard waste sticker | 11/21/2017 | 12/01/2017 | 3.00 |
| Account 43100 - Yard Waste Totals 79 | | | | \$669.00 |
| Account 52110 - Office Supplies | | | | |
| 5103 - Staples Contract & Commercial, INC | 16-time cards, time card rack | 11/21/2017 | 12/01/2017 | 125.74 |
| Account 52110 - Office Supplies Totals 1 | | | | \$125.74 |
| Account 52430 - Uniforms and Tools | | | | |
| 313 - Fastenal Company | 16-safety glasses | 11/21/2017 | 12/01/2017 | 5.52 |
| 313 - Fastenal Company | 16-vending machine stock-gloves | 11/21/2017 | 12/01/2017 | 284.23 |
| 313 - Fastenal Company | 16-gloves-10/3/17 | 11/21/2017 | 12/01/2017 | 46.26 |
| 313 - Fastenal Company | 16-gloves-9/8/17 | 11/21/2017 | 12/01/2017 | 69.97 |
| Account 52430 - Uniforms and Tools Totals 4 | | | | \$405.98 |
| Account 53240 - Freight / Other | | | | |
| 5387 - Creative Graphics, INC (dba Baugh Enterprises) | 16-magnets (15,976), design/setup, copy changes, shipping | 11/21/2017 | 12/01/2017 | 446.00 |
| Account 53240 - Freight / Other Totals 1 | | | | \$446.00 |
| Account 53310 - Printing | | | | |
| 5387 - Creative Graphics, INC (dba Baugh Enterprises) | 16-magnets (15,976), design/setup, copy changes, shipping | 11/21/2017 | 12/01/2017 | 4,753.21 |



Board of Public Works Claim Register

Invoice Date Range 11/21/17 - 12/01/17

| Vendor | Invoice Description | Invoice Date | Payment Date | Invoice Amount |
|---|--|--------------|--------------|----------------|
| 5387 - Creative Graphics, INC (dba Baugh Enterprises) | 16-door hanger bags, mayor letters, recycling brochure | 11/21/2017 | 12/01/2017 | 9,898.28 |
| Account 53310 - Printing Totals 2 | | | | \$14,651.49 |
| Account 53610 - Building Repairs | | | | |
| 392 - Koorsen Fire & Security, INC | 19-Sanitation Dept-fire extinguisher | 11/21/2017 | 12/01/2017 | 19.05 |
| Account 53610 - Building Repairs Totals 1 | | | | \$19.05 |
| Account 53920 - Laundry and Other Sanitation Services | | | | |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 16-uniform rental (minus payroll ded)-11/1/17 | 11/21/2017 | 12/01/2017 | 7.49 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 16-uniform rental (minus payroll ded)-11/8/17 | 11/21/2017 | 12/01/2017 | 7.49 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 16-mat/towel services-11/1/17 | 11/21/2017 | 12/01/2017 | 31.87 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 16-mat/towel services-11/8/17 | 11/21/2017 | 12/01/2017 | 31.87 |
| Account 53920 - Laundry and Other Sanitation Services Totals 4 | | | | \$78.72 |
| Account 53950 - Landfill | | | | |
| 52226 - Hoosier Transfer Station-3140 | 16-trash disposal tickets-10/16- | 11/21/2017 | 12/01/2017 | 13,874.80 |
| Account 53950 - Landfill Totals 1 | | | | \$13,874.80 |
| Program 160000 - Main Totals 194 | | | | \$31,947.78 |
| Department 16 - Sanitation Totals 194 | | | | \$31,947.78 |
| Fund 730 - Solid Waste (S6401) Totals 194 | | | | \$31,947.78 |
| Fund 800 - Risk Management(S0203) | | | | |
| Department 10 - Legal | | | | |
| Program 100000 - Main | | | | |
| Account 53130 - Medical | | | | |
| 6213 - Chris Johnson | 10-CDL medical exam reimb. | 11/21/2017 | 12/01/2017 | 85.00 |
| Account 53130 - Medical Totals 1 | | | | \$85.00 |
| Program 100000 - Main Totals 1 | | | | \$85.00 |
| Department 10 - Legal Totals 1 | | | | \$85.00 |
| Fund 800 - Risk Management(S0203) Totals 1 | | | | \$85.00 |



Board of Public Works Claim Register

Invoice Date Range 11/21/17 - 12/01/17

| Vendor | Invoice Description | Invoice Date | Payment Date | Invoice Amount |
|--|--|--------------|--------------|--------------------|
| Fund 801 - Health Insurance Trust | | | | |
| Department 12 - Human Resources | | | | |
| Program 120000 - Main | | | | |
| Account 53990 - Other Services and Charges | | | | |
| 3977 - Cigna Health & Life Insurance Company | 12-Nov 2017 Cigna Dental Vision Admin Fees\$9,124.17 | 11/21/2017 | 12/01/2017 | 2,374.60 |
| Account 53990 - Other Services and Charges Totals 1 | | | | <u>\$2,374.60</u> |
| Program 120000 - Main Totals 1 | | | | <u>\$2,374.60</u> |
| Department 12 - Human Resources Totals 1 | | | | <u>\$2,374.60</u> |
| Fund 801 - Health Insurance Trust Totals 1 | | | | <u>\$2,374.60</u> |
| Fund 802 - Fleet Maintenance(\$9500) | | | | |
| Department 17 - Fleet Maintenance | | | | |
| Program 170000 - Main | | | | |
| Account 52230 - Garage and Motor Supplies | | | | |
| 50605 - Bauer Built, INC | 17-tires-11R225/10000R20 PXDY1, | 11/21/2017 | 12/01/2017 | 4,355.24 |
| 4693 - Monroe County Tire & Supply, INC | 17-tires-#449-replaced fronts on | 11/21/2017 | 12/01/2017 | 568.00 |
| 4693 - Monroe County Tire & Supply, INC | 17-tires-P225/70R15 6' Year | 11/21/2017 | 12/01/2017 | 344.52 |
| 4693 - Monroe County Tire & Supply, INC | 17-tires-245/55R18 6 year eagle RSA | 11/21/2017 | 12/01/2017 | 1,024.40 |
| 4693 - Monroe County Tire & Supply, INC | 17-tires-LT245/75R16-F Stone | 11/21/2017 | 12/01/2017 | 241.66 |
| 4693 - Monroe County Tire & Supply, INC | 17-tires-235/75R17 Yokohama G015 | 11/21/2017 | 12/01/2017 | <u>561.00</u> |
| Account 52230 - Garage and Motor Supplies Totals 6 | | | | <u>\$7,094.82</u> |
| Account 52240 - Fuel and Oil | | | | |
| 349 - White River Cooperative, INC | 15-diesel fuel-7,310.00 gal. - | 11/21/2017 | 12/01/2017 | <u>18,429.97</u> |
| Account 52240 - Fuel and Oil Totals 1 | | | | <u>\$18,429.97</u> |
| Account 52320 - Motor Vehicle Repair | | | | |
| 4574 - John Deere Financial (Rural King) | 17-#353,325 C02 DETECTORS | 11/21/2017 | 12/01/2017 | 79.98 |
| 4877 - Asher Group, INC | 17-#429 LABOR/PARTS | 11/21/2017 | 12/01/2017 | 50.00 |
| 4877 - Asher Group, INC | 17-#4241 LABOR/PARTS | 11/21/2017 | 12/01/2017 | 276.40 |
| 409 - Black Lumber Co INC | 17-3' shop chain | 11/21/2017 | 12/01/2017 | 2.37 |
| 244 - Bloomington Ford, INC | 17 - #934 Fuel tank | 11/21/2017 | 12/01/2017 | 1,275.64 |
| 244 - Bloomington Ford, INC | 17-#208 DAMPER AND PINS | 11/21/2017 | 12/01/2017 | 12.32 |



Board of Public Works Claim Register

Invoice Date Range 11/21/17 - 12/01/17

| Vendor | Invoice Description | Invoice Date | Payment Date | Invoice Amount |
|--|------------------------------------|--------------|--------------|----------------|
| 244 - Bloomington Ford, INC | 17-STOCK TRANS GASKET | 11/21/2017 | 12/01/2017 | 23.89 |
| 244 - Bloomington Ford, INC | 17-#L135 SWAY BAR BUSHINGS | 11/21/2017 | 12/01/2017 | 5.60 |
| 941 - Central Indiana Truck Equipment Corporation | 17 - Stock part sanitation clips | 11/21/2017 | 12/01/2017 | 78.02 |
| 4335 - Circle Distributing, INC | 17-oil cap-#934 | 11/21/2017 | 12/01/2017 | 21.13 |
| 4335 - Circle Distributing, INC | 17-AC compressor | 11/21/2017 | 12/01/2017 | 220.39 |
| 4335 - Circle Distributing, INC | 17-Unit 696-brake pads | 11/21/2017 | 12/01/2017 | 79.20 |
| 4335 - Circle Distributing, INC | 17-purge valve | 11/21/2017 | 12/01/2017 | 30.27 |
| 4335 - Circle Distributing, INC | 17-208-trans range selector sensor | 11/21/2017 | 12/01/2017 | 53.50 |
| 594 - Curry Auto Center, INC | 17 - TAIL LIGHT ASSY | 11/21/2017 | 12/01/2017 | 200.00 |
| 594 - Curry Auto Center, INC | 17 - Credit from Core Return | 11/21/2017 | 12/01/2017 | (50.00) |
| 4153 - Diesel Injection Service Co, INC (Turbo & Diesel) | 17-#956 LABOR/PARTS | 11/21/2017 | 12/01/2017 | 2,770.63 |
| 4153 - Diesel Injection Service Co, INC (Turbo & Diesel) | 17-#956 CREDIT | 11/21/2017 | 12/01/2017 | (2,266.57) |
| 18811 - Icemann Arena, INC | 17-#889 CYLINDERS | 11/21/2017 | 12/01/2017 | 884.05 |
| 4044 - Industrial Hydraulics, INC | 17-#443 LABOR/ #480 Parts | 11/21/2017 | 12/01/2017 | 107.42 |
| 455 - Industrial Service & Supply, INC | 17 - #960 HYD HOSE | 11/21/2017 | 12/01/2017 | 190.27 |
| 796 - Interstate Battery System of Bloomington, INC | 17-batteries-31-MHD, MT-78, MTP-65 | 11/21/2017 | 12/01/2017 | 699.96 |
| 394 - Kleindorfer Hardware & Variety | 17-1/2X2 1/2 yd 8 bolts | 11/21/2017 | 12/01/2017 | 2.56 |
| 394 - Kleindorfer Hardware & Variety | 17-3/8X3 #8 bolts | 11/21/2017 | 12/01/2017 | 8.75 |
| 2974 - MacAllister Machinery Co, INC | 17 - #430 and #4211 Oil Pans, | 11/21/2017 | 12/01/2017 | 1,184.90 |
| 2974 - MacAllister Machinery Co, INC | 17 - #430 and #4211 Oil Pans, | 11/21/2017 | 12/01/2017 | 142.83 |
| 2974 - MacAllister Machinery Co, INC | 17 - #430 and #4211 Oil Pans, | 11/21/2017 | 12/01/2017 | 56.70 |
| 2974 - MacAllister Machinery Co, INC | 17-#430 FILTER, HOASE, SEALS | 11/21/2017 | 12/01/2017 | 36.68 |
| 2974 - MacAllister Machinery Co, INC | 17-#430 FILTER, HOASE, SEALS | 11/21/2017 | 12/01/2017 | 44.85 |
| 6095 - Old Dominion Brush Company, INC | 17-LEAFER STOCK PARTS | 11/21/2017 | 12/01/2017 | 3,143.05 |
| 476 - Southern Indiana Parts, INC (Napa Auto Parts) | 17-October Statement-misc. parts | 11/21/2017 | 12/01/2017 | 8,620.65 |
| 54351 - Sternberg, INC | 17 - #432 VALVES | 11/21/2017 | 12/01/2017 | 94.37 |



Board of Public Works Claim Register

Invoice Date Range 11/21/17 - 12/01/17

| Vendor | Invoice Description | Invoice Date | Payment Date | Invoice Amount |
|--|---------------------------------------|--------------|--------------|----------------|
| 54351 - Sternberg, INC | 17-#680/454 FILTERS AND | 11/21/2017 | 12/01/2017 | 448.37 |
| 54351 - Sternberg, INC | 17-#680/454 FILTERS AND | 11/21/2017 | 12/01/2017 | 16.76 |
| 54351 - Sternberg, INC | 17-#445/STK FILTERS | 11/21/2017 | 12/01/2017 | 85.59 |
| 2096 - West Side Tractor Sales Co. | 17-#662 IGNITION SWITCH | 11/21/2017 | 12/01/2017 | 47.58 |
| 2096 - West Side Tractor Sales Co. | 17-#454 COOLANT RESEVOIR | 11/21/2017 | 12/01/2017 | 191.05 |
| 2096 - West Side Tractor Sales Co. | 17-#632 SWITCH | 11/21/2017 | 12/01/2017 | 144.72 |
| Account 52320 - Motor Vehicle Repair Totals 38 | | | | \$19,013.88 |
| Account 52420 - Other Supplies | | | | |
| 177 - Indiana Oxygen Co | 17 -gas for torches | 11/21/2017 | 12/01/2017 | 7.75 |
| 177 - Indiana Oxygen Co | 17-gases for welding-Argon, Carbon | 11/21/2017 | 12/01/2017 | 108.49 |
| 476 - Southern Indiana Parts, INC (Napa Auto Parts) | 17-October Statement-misc. parts | 11/21/2017 | 12/01/2017 | 1,533.76 |
| Account 52420 - Other Supplies Totals 3 | | | | \$1,650.00 |
| Account 53540 - Natural Gas | | | | |
| 222 - Vectren | 19-Fleet Maint-gas bill 10/5-11/03/17 | 11/21/2017 | 12/01/2017 | 167.57 |
| Account 53540 - Natural Gas Totals 1 | | | | \$167.57 |
| Account 53620 - Motor Repairs | | | | |
| 4336 - American Eagle Auto Glass of Terre Haute, INC | 17 - #115 replace rear window glass | 11/21/2017 | 12/01/2017 | 200.00 |
| 4877 - Asher Group, INC | 17-#429 LABOR/PARTS | 11/21/2017 | 12/01/2017 | 221.85 |
| 4877 - Asher Group, INC | 17-#4241 LABOR/PARTS | 11/21/2017 | 12/01/2017 | 150.00 |
| 4153 - Diesel Injection Service Co, INC (Turbo & Diesel) | 17-#956 LABOR/PARTS | 11/21/2017 | 12/01/2017 | 137.50 |
| 4044 - Industrial Hydraulics, INC | 17-#443 LABOR/ #480 Parts | 11/21/2017 | 12/01/2017 | 585.00 |
| 4474 - Ken's Westside Service & Towing, LLC | 17-Unit #956-tow/hook fee | 11/21/2017 | 12/01/2017 | 225.00 |
| 4474 - Ken's Westside Service & Towing, LLC | 17-Unit #136-tow/hook fee, dollies | 11/21/2017 | 12/01/2017 | 75.00 |
| 4474 - Ken's Westside Service & Towing, LLC | 17-tow bill to Indy-2011 Peterbilt | 11/21/2017 | 12/01/2017 | 417.00 |
| 54351 - Sternberg, INC | 17-#441 LABOR/PARTS | 11/21/2017 | 12/01/2017 | 1,150.53 |



Board of Public Works Claim Register

Invoice Date Range 11/21/17 - 12/01/17

| Vendor | Invoice Description | Invoice Date | Payment Date | Invoice Amount |
|--|--|--------------|--------------|----------------|
| Account 53620 - Motor Repairs Totals 9 | | | | \$3,161.88 |
| Account 53920 - Laundry and Other Sanitation Services | | | | |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 17-uniform rental (minus payroll ded)-11/8/17 | 11/21/2017 | 12/01/2017 | 13.32 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 17-mats/towels-11/8/17 | 11/21/2017 | 12/01/2017 | 108.47 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 17-mats/towels-11/15/17 | 11/21/2017 | 12/01/2017 | 101.19 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 17-uniform rental (minus payroll ded)-11/15/17 | 11/21/2017 | 12/01/2017 | 13.32 |
| Account 53920 - Laundry and Other Sanitation Services Totals 4 | | | | \$236.30 |
| Account 53990 - Other Services and Charges | | | | |
| 3892 - Midwest Color Printing, INC | 17-business cards-250-J. Speer | 11/21/2017 | 12/01/2017 | 41.50 |
| Account 53990 - Other Services and Charges Totals 1 | | | | \$41.50 |
| Program 170000 - Main Totals 63 | | | | \$49,795.92 |
| Department 17 - Fleet Maintenance Totals 63 | | | | \$49,795.92 |
| Fund 802 - Fleet Maintenance(\$9500) Totals 63 | | | | \$49,795.92 |
| Fund 804 - Insurance Voluntary Trust | | | | |
| Department 12 - Human Resources | | | | |
| Program 120000 - Main | | | | |
| Account 53990.1241 - Other Services and Charges Vision | | | | |
| 3977 - Cigna Health & Life Insurance Company | 12-Nov 2017 Cigna Dental Vision Admin Fees\$9,124.17 | 11/21/2017 | 12/01/2017 | 6,749.57 |
| Account 53990.1241 - Other Services and Charges Vision Totals 1 | | | | \$6,749.57 |
| Program 120000 - Main Totals 1 | | | | \$6,749.57 |
| Department 12 - Human Resources Totals 1 | | | | \$6,749.57 |
| Fund 804 - Insurance Voluntary Trust Totals 1 | | | | \$6,749.57 |
| Fund 978 - City 2016 GO Bond Proceeds | | | | |
| Department 06 - Controller's Office | | | | |
| Program 06016D - 2016 D Multi Use Paths | | | | |
| Account 54310 - Improvements Other Than Building | | | | |



Board of Public Works Claim Register

Invoice Date Range 11/21/17 - 12/01/17

| Vendor | Invoice Description | Invoice Date | Payment Date | Invoice Amount |
|--|---|--------------|--------------|---------------------|
| 7059 - Eagle Ridge Civil Engineering Services, LLC | 13-Rogers Rd Sidepath-Inv. date 11/3/17 | 11/21/2017 | 12/01/2017 | 7,830.00 |
| 7059 - Eagle Ridge Civil Engineering Services, LLC | 13-Winslow Ave Sidepath-Inv. date 11/3/17 | 11/21/2017 | 12/01/2017 | 14,017.75 |
| 7059 - Eagle Ridge Civil Engineering Services, LLC | 13-Henderson St. Sidepath-Inv. date 11/3/17 | 11/21/2017 | 12/01/2017 | 11,359.00 |
| Account 54310 - Improvements Other Than Building Totals 3 | | | | <u>\$33,206.75</u> |
| Program 06016D - 2016 D Multi Use Paths Totals 3 | | | | <u>\$33,206.75</u> |
| Department 06 - Controller's Office Totals 3 | | | | <u>\$33,206.75</u> |
| Fund 978 - City 2016 GO Bond Proceeds Totals 3 | | | | <u>\$33,206.75</u> |
| 486 | | | | <u>\$491,309.70</u> |



Board of Public Works Claim Register

Invoice Date Range 11/15/17 - 11/15/17

Utility Batch

| Vendor | Invoice No. | Invoice Description | Status | Held Reason | Invoice Date | Due Date | G/L Date | Received Date | Payment Date | Invoice Amount |
|--|----------------------|---|--------------------------|-------------|--------------|------------|------------|------------------------|--------------|----------------|
| Fund 101 - General Fund (S0101) | | | | | | | | | | |
| Department 01 - Animal Shelter | | | | | | | | | | |
| Program 010000 - Main | | | | | | | | | | |
| Account 53530 - Water and Sewer | | | | | | | | | | |
| 208 - City Of Bloomington Utilities | ACC-OCT 2017 | 19-ACC-water/sewer bill- October 2017 | Paid by Check # 66809 | | 11/15/2017 | 11/15/2017 | 11/15/2017 | | 11/15/2017 | 449.44 |
| Account 53530 - Water and Sewer Totals | | | | | | | | Invoice Transactions 1 | | \$449.44 |
| Account 53540 - Natural Gas | | | | | | | | | | |
| 222 - Vectren | 50195420- 110217 | 19-ACC-gas bill 10/3- 11/02/17 | Paid by Check # 66824 | | 11/15/2017 | 11/15/2017 | 11/15/2017 | | 11/15/2017 | 1,175.44 |
| Account 53540 - Natural Gas Totals | | | | | | | | Invoice Transactions 1 | | \$1,175.44 |
| Program 010000 - Main Totals | | | | | | | | Invoice Transactions 2 | | \$1,624.88 |
| Department 01 - Animal Shelter Totals | | | | | | | | Invoice Transactions 2 | | \$1,624.88 |
| Department 19 - Facilities Maintenance | | | | | | | | | | |
| Program 190000 - Main | | | | | | | | | | |
| Account 53530 - Water and Sewer | | | | | | | | | | |
| 208 - City Of Bloomington Utilities | TMPMTR-OCT 17 | 19-Temp Meter Graffiti Team-water/sewer bill- | Paid by Check # 66809 | | 11/15/2017 | 11/15/2017 | 11/15/2017 | | 11/15/2017 | 15.48 |
| 208 - City Of Bloomington Utilities | CITYHALL-OCT 17 | 19-City Hall- water/sewer bill- | Paid by Check # 66809 | | 11/15/2017 | 11/15/2017 | 11/15/2017 | | 11/15/2017 | 2,372.65 |
| Account 53530 - Water and Sewer Totals | | | | | | | | Invoice Transactions 2 | | \$2,388.13 |
| Program 190000 - Main Totals | | | | | | | | Invoice Transactions 2 | | \$2,388.13 |
| Department 19 - Facilities Maintenance Totals | | | | | | | | Invoice Transactions 2 | | \$2,388.13 |
| Fund 101 - General Fund (S0101) Totals | | | | | | | | Invoice Transactions 4 | | \$4,013.01 |
| Fund 401 - Non-Reverting Telecom (S1146) | | | | | | | | | | |
| Department 25 - Telecommunications | | | | | | | | | | |
| Program 256000 - Services | | | | | | | | | | |
| Account 53150 - Communications Contract | | | | | | | | | | |
| 4170 - Comcast Cable Communications, INC | 3940NKNSR110 817 | 28-3940 N Kinser- business cable/internet- | Paid by Check # 66811 | | 11/15/2017 | 11/15/2017 | 11/15/2017 | | 11/15/2017 | 116.26 |
| Account 53150 - Communications Contract Totals | | | | | | | | Invoice Transactions 1 | | \$116.26 |
| Program 256000 - Services Totals | | | | | | | | Invoice Transactions 1 | | \$116.26 |
| Department 25 - Telecommunications Totals | | | | | | | | Invoice Transactions 1 | | \$116.26 |
| Fund 401 - Non-Reverting Telecom (S1146) Totals | | | | | | | | Invoice Transactions 1 | | \$116.26 |
| Fund 450 - Local Road and Street(S0706) | | | | | | | | | | |
| Department 20 - Street | | | | | | | | | | |
| Program 200000 - Main | | | | | | | | | | |
| Account 53520 - Street Lights / Traffic Signals | | | | | | | | | | |
| 223 - Duke Energy | 912Walnut- 102517 | 20-912 S. Walnut St-ped crossing-elec. bill 10/11- | Paid by Check # 66818 | | 11/15/2017 | 11/15/2017 | 11/15/2017 | | 11/15/2017 | 4.54 |
| 223 - Duke Energy | 420W4th- 102517 | 20-420 W. 4th St-ped crossing-elec. bill 10/9- | Paid by Check # 66819 | | 11/15/2017 | 11/15/2017 | 11/15/2017 | | 11/15/2017 | 82.07 |
| 223 - Duke Energy | TRFSIG-110717 | 20-Traffic Signal Summary Electric Bill-bill | Paid by Check # 66821 | | 11/15/2017 | 11/15/2017 | 11/15/2017 | | 11/15/2017 | 2,723.62 |
| 223 - Duke Energy | STRLGHT110317 | 20-Street Light Summary Electric Bill-bill | Paid by Check # 66820 | | 11/15/2017 | 11/15/2017 | 11/15/2017 | | 11/15/2017 | 34,721.84 |
| Account 53520 - Street Lights / Traffic Signals Totals | | | | | | | | Invoice Transactions 4 | | \$37,532.07 |
| Program 200000 - Main Totals | | | | | | | | Invoice Transactions 4 | | \$37,532.07 |
| Department 20 - Street Totals | | | | | | | | Invoice Transactions 4 | | \$37,532.07 |
| Fund 450 - Local Road and Street(S0706) Totals | | | | | | | | Invoice Transactions 4 | | \$37,532.07 |
| Fund 451 - Motor Vehicle Highway(S0708) | | | | | | | | | | |
| Department 20 - Street | | | | | | | | | | |
| Program 200000 - Main | | | | | | | | | | |
| Account 53530 - Water and Sewer | | | | | | | | | | |
| 208 - City Of Bloomington Utilities | TRAFFIC-OCT 17 | 19-Traffic Dept- water/sewer bill- | Paid by Check # 66809 | | 11/15/2017 | 11/15/2017 | 11/15/2017 | | 11/15/2017 | 37.06 |
| 208 - City Of Bloomington Utilities | STREET-OCT 17 | 19-Street Dept- water/sewer bill- | Paid by Check # 66809 | | 11/15/2017 | 11/15/2017 | 11/15/2017 | | 11/15/2017 | 139.59 |
| Account 53530 - Water and Sewer Totals | | | | | | | | Invoice Transactions 2 | | \$176.65 |
| Program 200000 - Main Totals | | | | | | | | Invoice Transactions 2 | | \$176.65 |
| Department 20 - Street Totals | | | | | | | | Invoice Transactions 2 | | \$176.65 |
| Fund 451 - Motor Vehicle Highway(S0708) Totals | | | | | | | | Invoice Transactions 2 | | \$176.65 |
| Fund 452 - Parking Facilities(S9502) | | | | | | | | | | |
| Department 26 - Parking | | | | | | | | | | |
| Program 260000 - Main | | | | | | | | | | |
| Account 53530 - Water and Sewer | | | | | | | | | | |
| 208 - City Of Bloomington Utilities | 4thSTGAR-OCT 17 | 19-4th St Garage- water/sewer bill- | Paid by Check # 66809 | | 11/15/2017 | 11/15/2017 | 11/15/2017 | | 11/15/2017 | 38.91 |
| 208 - City Of Bloomington Utilities | MRTNGAR-OCT 17 | 19-Morton St Garage- water/sewer bill- | Paid by Check # 66809 | | 11/15/2017 | 11/15/2017 | 11/15/2017 | | 11/15/2017 | 30.64 |
| Account 53530 - Water and Sewer Totals | | | | | | | | Invoice Transactions 2 | | \$69.55 |
| Program 260000 - Main Totals | | | | | | | | Invoice Transactions 2 | | \$69.55 |
| Department 26 - Parking Totals | | | | | | | | Invoice Transactions 2 | | \$69.55 |
| Fund 452 - Parking Facilities(S9502) Totals | | | | | | | | Invoice Transactions 2 | | \$69.55 |
| Fund 730 - Solid Waste (S6401) | | | | | | | | | | |
| Department 16 - Sanitation | | | | | | | | | | |
| Program 160000 - Main | | | | | | | | | | |
| Account 53530 - Water and Sewer | | | | | | | | | | |
| 208 - City Of Bloomington Utilities | SANIT-OCT 2017 | 19-Sanitation- water/sewer bill- | Paid by Check # 66809 | | 11/15/2017 | 11/15/2017 | 11/15/2017 | | 11/15/2017 | 84.38 |
| Account 53530 - Water and Sewer Totals | | | | | | | | Invoice Transactions 1 | | \$84.38 |
| Account 53540 - Natural Gas | | | | | | | | | | |
| 222 - Vectren | 50195440- 110217 | 19-Sanitation-gas bill 10/3-11/2/17 | Paid by Check # 66824 | | 11/15/2017 | 11/15/2017 | 11/15/2017 | | 11/15/2017 | 71.50 |
| Account 53540 - Natural Gas Totals | | | | | | | | Invoice Transactions 1 | | \$71.50 |
| Program 160000 - Main Totals | | | | | | | | Invoice Transactions 2 | | \$155.88 |

| | | | | | | | | |
|---|----------------|--------------------------------------|--------------------------|--|------------|-------------------------|------------|---------------------|
| | | | | Department 16 - Sanitation Totals | | Invoice Transactions 2 | | <u>\$155.88</u> |
| | | | | Fund 730 - Solid Waste (S6401) Totals | | Invoice Transactions 2 | | <u>\$155.88</u> |
| Fund 802 - Fleet Maintenance(S9500) | | | | | | | | |
| Department 17 - Fleet Maintenance | | | | | | | | |
| Program 170000 - Main | | | | | | | | |
| Account 53530 - Water and Sewer | | | | | | | | |
| 208 - City Of Bloomington Utilities | FLEET-OCT 2017 | 19-Fleet Maint- water/sewer bill- | Paid by Check # 66809 | 11/15/2017 | 11/15/2017 | 11/15/2017 | 11/15/2017 | 115.10 |
| | | | | Account 53530 - Water and Sewer Totals | | Invoice Transactions 1 | | <u>\$115.10</u> |
| | | | | Program 170000 - Main Totals | | Invoice Transactions 1 | | <u>\$115.10</u> |
| | | | | Department 17 - Fleet Maintenance Totals | | Invoice Transactions 1 | | <u>\$115.10</u> |
| | | | | Fund 802 - Fleet Maintenance(S9500) Totals | | Invoice Transactions 1 | | <u>\$115.10</u> |
| Fund 978 - City 2016 GO Bond Proceeds | | | | | | | | |
| Department 06 - Controller's Office | | | | | | | | |
| Program 06016H - 2016 H Exhaust Removl/Guard Rail | | | | | | | | |
| Account 54510 - Other Capital Outlays | | | | | | | | |
| 6142 - Air Technology Solutions of Delaware, LLC | 322682 | 08-Installation of AMB units | Paid by EFT # 20254 | 11/15/2017 | 11/15/2017 | 11/15/2017 | 11/15/2017 | 30,760.00 |
| 6142 - Air Technology Solutions of Delaware, LLC | 322680 | 08-Air Mation Green Motor | Paid by EFT # 20254 | 11/15/2017 | 11/15/2017 | 11/15/2017 | 11/15/2017 | 44,000.00 |
| 6142 - Air Technology Solutions of Delaware, LLC | 322675 | 08-Air Equipment HealthMate | Paid by EFT # 20254 | 11/15/2017 | 11/15/2017 | 11/15/2017 | 11/15/2017 | 68,047.00 |
| | | | | Account 54510 - Other Capital Outlays Totals | | Invoice Transactions 3 | | <u>\$142,807.00</u> |
| | | | | Program 06016H - 2016 H Exhaust Removl/Guard Rail Totals | | Invoice Transactions 3 | | <u>\$142,807.00</u> |
| | | | | Department 06 - Controller's Office Totals | | Invoice Transactions 3 | | <u>\$142,807.00</u> |
| | | | | Fund 978 - City 2016 GO Bond Proceeds Totals | | Invoice Transactions 3 | | <u>\$142,807.00</u> |
| | | | | Grand Totals | | Invoice Transactions 21 | | <u>\$184,985.52</u> |



Board Of Public Works Claim Register for IU RR Woodlawn Escrow

Invoice Date Range 11/20/17 - 11/20/17

| Vendor | Invoice No. | Invoice Description | Status | Held Reason | Invoice Date | Due Date | G/L Date | Received Date | Payment Date | Invoice Amount |
|---|-------------|--|--------|-------------|--------------|------------|------------|---------------|------------------------|----------------|
| Fund 257 - IU RR Woodlawn Escrow | | | | | | | | | | |
| Account 10000 - Cash | | | | | | | | | | |
| 399 - American Structurepoint, INC | 100256 | 06-Woodlawn Crossing 9- Paid by EFT # 1-17 to 9-30-17 | 33 | | 11/20/2017 | 11/20/2017 | 11/20/2017 | | 11/20/2017 | (316.25) |
| Account 10000 - Cash Totals | | | | | | | | | Invoice Transactions 1 | (\$316.25) |
| Department 13 - Planning | | | | | | | | | | |
| Program 130000 - Main | | | | | | | | | | |
| Account 53170 - Mgt. Fee, Consultants, and Workshops | | | | | | | | | | |
| 399 - American Structurepoint, INC | 100256 | 06-Woodlawn Crossing 9- Paid by EFT # 1-17 to 9-30-17 | 33 | | 11/20/2017 | 11/20/2017 | 11/20/2017 | | 11/20/2017 | 316.25 |
| Account 53170 - Mgt. Fee, Consultants, and Workshops Totals | | | | | | | | | Invoice Transactions 1 | \$316.25 |
| Program 130000 - Main Totals | | | | | | | | | Invoice Transactions 1 | \$316.25 |
| Department 13 - Planning Totals | | | | | | | | | Invoice Transactions 1 | \$316.25 |
| Fund 257 - IU RR Woodlawn Escrow Totals | | | | | | | | | Invoice Transactions 2 | \$0.00 |
| Grand Totals | | | | | | | | | Invoice Transactions 2 | \$0.00 |

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

| Date: | Type of Claim | FUND | Description | Bank Transfer | Amount |
|--------------|--|-------------|--------------------|----------------------|--------------------------|
| 12/1/2017 | Bank Fees | | | | |
| | Claims | | | | 491,309.70 |
| 11/15/2017 | Sp Utility Cks | | | | 184,985.52 |
| 11/20/2017 | Woodlawn Ave | | | | 316.25 |
| | Month Of Otcober HAS/WorkComp/MT & Gym/CIGNA | | | | |
| | | | | | <u><u>676,611.47</u></u> |

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of _____ claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 676,611.47

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_____