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.

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

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.

ROLL CALL

Present: Kyla Cox Deckard
Kelly Boatman

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

MESSAGES FROM BOARD MEMBERS

None

PETITIONS & REMONSTRANCES

None

OPEN SEALED QUOTES & BIDS

Open Sealed Bids for 10th St. Pedestrian Improvement Project

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

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

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.

HEARINGS ON TITLE VI APPEALS

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

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

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

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

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

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.

CONSENT AGENDA

1. Approval of Minutes – October 17th & October 31, 2017
2. Resolution 2017-99: Use of City Streets for Canopy of Lights (Friday, 11/24)
3. Approval of Payroll for 11/9/17 in the amount of $392,206.21

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

NEW BUSINESS

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

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.

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.

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

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.

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. or 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.

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

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

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

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.

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

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.

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.

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

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.

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.

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

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

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.

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

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

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.

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

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

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.

STAFF REPORTS & OTHER BUSINESS

Wason provided the following announcements:

- Outdoor Seating Permits: Qdoba Mexican Eats (116 S.

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.

APPROVAL OF CLAIMS

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

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.

ADJOURNMENT

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

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
					398,809.24

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

Fiscal Office_____

Board of Public Works
Staff Report

Project/Event:	Resolution to 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 Date
City of Bloomington
Housing & Neighborhood Development (HAND)
401 N. Morton Street/P.O. Box 100
Bloomington, Indiana 47402

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. They 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 Khachatrian
4236 E. Cambridge Dr.
Bloomington IN 47408

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

Dear Vatche Khachatrian:

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 Khachatrian
4236 E Cambridge Dr
Bloomington IN 47408

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

Dear Vatche Khachatrian:

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: _____

_____
Notary Public Signature

Resident of _____ County

_____
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,

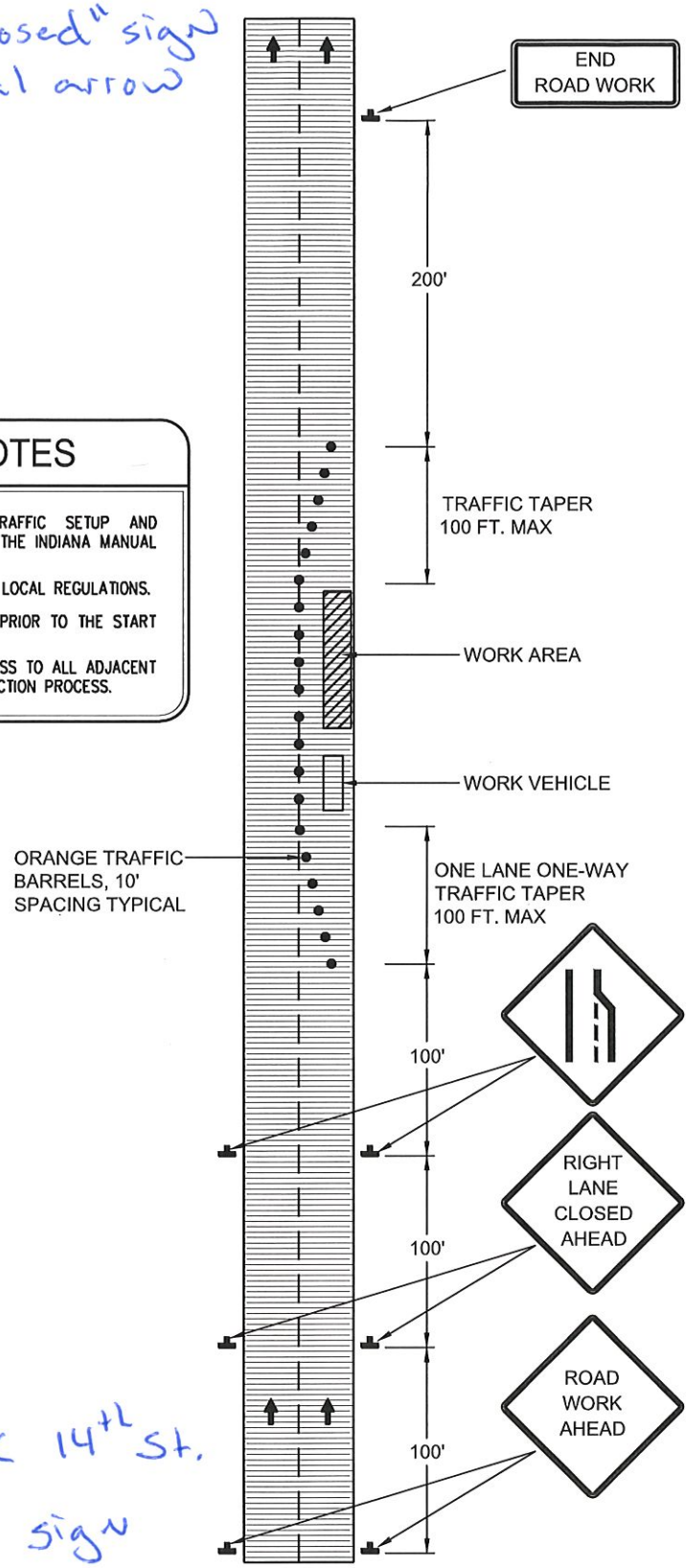
Brian Roberts
Project Engineer
116 E 3rd St, Bloomington Indiana, 47401
Cell 812-955-9028
www.hmmac.com

S ↑

Note: At crosswalk 11th St
"Sidewalk Closed" sign
w. 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.



Note: At crosswalk 14th St.
"Sidewalk Closed" sign
w. directional arrow

TRAFFIC CONTROL PLAN

NOT TO SCALE

Revision Notes 11/16/17

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,

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 there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

Coverage		Limits
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:

_____
Kyla Cox Deckard, President

_____
Melanie K. Boatman, Vice President

_____
Dana Palazzo, Secretary

_____
John Hamilton, Mayor of Bloomington

BY:

_____
Contractor Representative

_____
Printed Name

_____
Title of Contractor Representative

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.

ATTACHMENT B

"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 herby 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: _____

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:

Coverage		Limits
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 Presisdent, 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

BY:

_____
Kyla Cox Deckard, President

_____
Kelly M. Boatman, Member

_____
Dana Palazzo, Member

_____
John Hamilton, Mayor of Bloomington

JDH Contracting, Inc.

BY:

_____
Contractor Representative

_____
Printed Name

_____
Title of Contractor Representative

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 herby 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:

Coverage	Limits
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:

_____
Kyla Cox Deckard, President

_____
Kelly M. Boatman, Member

_____
Dana Palazzo, Member

_____
John Hamilton, Mayor of Bloomington

BY:

_____
Contractor Representative

_____
Printed Name

_____
Title of Contractor Representative

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*:

	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

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

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

ATTACHMENT 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 herby 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: _____

ATTACHMENT D

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)

) SS:

COUNTY OF _____)

AFFIDAVIT

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

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

2. The undersigned is duly authorized and has full authority to execute this Affidavit.

3. The company named herein that employs the undersigned:
   iii. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
   iv. is a subcontractor on a contract to provide services to the City of Bloomington.

4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of $150,000 is in accordance with Indiana Code 4-13-18 as amended.

5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

_____

Signature

_____

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:

Coverage	Limits
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:

_____
Kyla Cox Deckard, President

_____
Kelly M. Boatman, Member

_____
Dana Palazzo, Member

_____
John Hamilton, Mayor of Bloomington

BY:

_____
Contractor Representative

_____
Printed Name

_____
Title of Contractor Representative

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.

ATTACHMENT B

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.

3. The company named herein that employs the undersigned:
   i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
   ii. is a subcontractor on a contract to provide services to the City of Bloomington.

4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.

5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.

6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				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

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

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

ATTACHMENT 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 herby 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: _____

ATTACHMENT D

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)

) SS:

COUNTY OF _____)

AFFIDAVIT

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

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

2. The undersigned is duly authorized and has full authority to execute this Affidavit.

3. The company named herein that employs the undersigned:
   iii. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
   iv. is a subcontractor on a contract to provide services to the City of Bloomington.

4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of $150,000 is in accordance with Indiana Code 4-13-18 as amended.

5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

_____

Signature

_____

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*

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Contract Information Contract No.: R -36164 Letting Date:04/06/2016
District:SEYMOUR DISTRICT AE:Wren, Rachel PE/S:Bleich, Bob Status:Pending

Change Order Information Change Order No.: 008 EWA: N or Force Acct: N
Date Generated: 10/10/2017 Date Approved: 00/00/0000
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 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: 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: Garrett Gough

Date: 11-6-17

****

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

****

APPROVED FOR LOCAL PUBLIC AGENCY

_____	_____	_____
(SIGNATURE)	(TITLE)	(DATE)
_____	_____	_____
(SIGNATURE)	(TITLE)	(DATE)

****

SUBMITTED FOR CONSIDERATION

PE/S _____

****

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORATION

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

Page: 1

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Contract Information	Contract No.: R -36164	Letting Date:04/06/2016	
District:SEYMOUR DISTRICT	AE:Wren, Rachel	PE/S:Bleich, Bob	Status:Pending

Change Order Information Change Order No.: 009 EWA: N or Force Acct: N

Date Generated: 10/10/2017 Date Approved: 00/00/0000

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:	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, Inc

Signed By: Garrett Gough

Date: 11-6-17

****

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

****

APPROVED FOR LOCAL PUBLIC AGENCY

_____	_____	_____
(SIGNATURE)	(TITLE)	(DATE)
_____	_____	_____
(SIGNATURE)	(TITLE)	(DATE)

****

SUBMITTED FOR CONSIDERATION

PE/S _____

****

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORATION

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

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, FelV	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

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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	$11,500.00
	Program **040000 - Main** Totals		9	$12,344.65
	Department **04 - Economic & Sustainable Dev** Totals		9	$12,344.65
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	$14.23
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	$12,500.00
	Program **050000 - Main** Totals		2	$12,514.23
	Department **05 - Common Council** Totals		2	$12,514.23
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	$30.41
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	$0.31
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	$2,800.00
	Program **060000 - Main** Totals		3	$2,830.72

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

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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	$465.84
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	$55.45
	Program **120000 - Main** Totals		2	$521.29
	Department **12 - Human Resources** Totals		2	$521.29
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	$500.00
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	$22.73
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	$504.51
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	$1,390.00
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	$9,845.00
Account **53230 - Travel**				
5324 - Neil Henry Kopper	13-Travel Reimb_NACTO Conf.	11/21/2017	12/01/2017	616.21

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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 & Woodscrest 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 - Cassady 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		$5,003.71
	Program **190000 - Main** Totals	21		$9,481.41
	Department **19 - Facilities Maintenance** Totals	21		$9,481.41
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		$1,914.06
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		$2,200.00
	Program **280000 - Main** Totals	7		$4,114.06
	Department **28 - ITS** Totals	7		$4,114.06
	Fund **101 - General Fund (S0101)** Totals	111		$88,494.97
Fund **103 - Restricted Donations**				
Department **06 - Controller's Office**				
Program **400101 - Animal Medical Services**				
Account **53130 - Medical**				

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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		$6,332.46
	Program **400101 - Animal Medical Services** Totals	5		$6,332.46
	Department **06 - Controller's Office** Totals	5		$6,332.46
	Fund **103 - Restricted Donations** Totals	5		$6,332.46
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	125.00
	Account **53990 - Other Services and Charges** Totals	2		$413.86
	Program **090004 - Com Serv- Accessibility** Totals	2		$413.86
Program **090018 - CBVN**				
Account **52420 - Other Supplies**				
891 - Lucy Schaich	09-reimburse for refreshment	11/21/2017	12/01/2017	44.85
	Account **52420 - Other Supplies** Totals	1		$44.85
	Program **090018 - CBVN** Totals	1		$44.85
	Department **09 - CFRD** Totals	3		$458.71
	Fund **312 - Community Services** Totals	3		$458.71
Fund **401 - Non-Reverting Telecom (S1146)**				
Department **25 - Telecommunications**				
Program **254000 - Infrastructure**				

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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-Captial 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-Captial Replacement Computers	11/21/2017	12/01/2017	7,118.97
53442 - Paragon Micro, INC	28-Captial 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**				

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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	$53.88
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	$60,566.89
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	$32.78
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	$1,083.32

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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	$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	$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	$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	$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	$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	$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

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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	$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	$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	$1,837.10
	Program **200000 - Main** Totals		43	$68,417.82
	Department **20 - Street** Totals		43	$68,417.82
	Fund **451 - Motor Vehicle Highway(S0708)** Totals		43	$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	$67.00
Account **52210 - Institutional Supplies**				

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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**

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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		$51,006.32
	Program **020000 - Main** Totals	3		$51,006.32
	Department **02 - Public Works** Totals	3		$51,006.32
	Fund **454 - Alternative Transport(S6301)** Totals	3		$51,006.32
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		$3,999.69
	Program **060000 - Main** Totals	8		$3,999.69
	Department **06 - Controller's Office** Totals	8		$3,999.69
	Fund **519 - 2016 GO Bonds Bond #2 (S0182)** Totals	8		$3,999.69
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

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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

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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 Althauser	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 Chmelewski	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

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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

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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 McCarthey-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

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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		$1,677.00
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

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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 Chmelewski	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

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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

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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

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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

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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	$2,374.60
	Program **120000 - Main** Totals		1	$2,374.60
	Department **12 - Human Resources** Totals		1	$2,374.60
	Fund **801 - Health Insurance Trust** Totals		1	$2,374.60
Fund **802 - Fleet Maintenance(S9500)**				
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	561.00
	Account **52230 - Garage and Motor Supplies** Totals		6	$7,094.82
Account **52240 - Fuel and Oil**				
349 - White River Cooperative, INC	15-diesel fuel-7,310.00 gal. -	11/21/2017	12/01/2017	18,429.97
	Account **52240 - Fuel and Oil** Totals		1	$18,429.97
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

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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(S9500)** 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	$33,206.75
	Program **06016D - 2016 D Multi Use Paths** Totals		3	$33,206.75
	Department **06 - Controller's Office** Totals		3	$33,206.75
	Fund **978 - City 2016 GO Bond Proceeds** Totals		3	$33,206.75
			486	$491,309.70

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	3940NKNSR110817	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		$155.88
				Fund **730 - Solid Waste (S6401)** Totals		Invoice Transactions 2		$155.88

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		$115.10
				Program **170000 - Main** Totals		Invoice Transactions 1		$115.10
				Department **17 - Fleet Maintenance** Totals		Invoice Transactions 1		$115.10
				Fund **802 - Fleet Maintenance(S9500)** Totals		Invoice Transactions 1		$115.10

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-Installattion 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		$142,807.00
				Program **06016H - 2016 H Exhaust Removl/Guard Rail** Totals		Invoice Transactions 3		$142,807.00
				Department **06 - Controller's Office** Totals		Invoice Transactions 3		$142,807.00
				Fund **978 - City 2016 GO Bond Proceeds** Totals		Invoice Transactions 3		$142,807.00
				Grand Totals		Invoice Transactions 21		$184,985.52

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 9-1-17 to 9-30-17	Paid by EFT # 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 9-1-17 to 9-30-17	Paid by EFT # 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
	Bank Fees				
12/1/2017	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				
					676,611.47

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_____