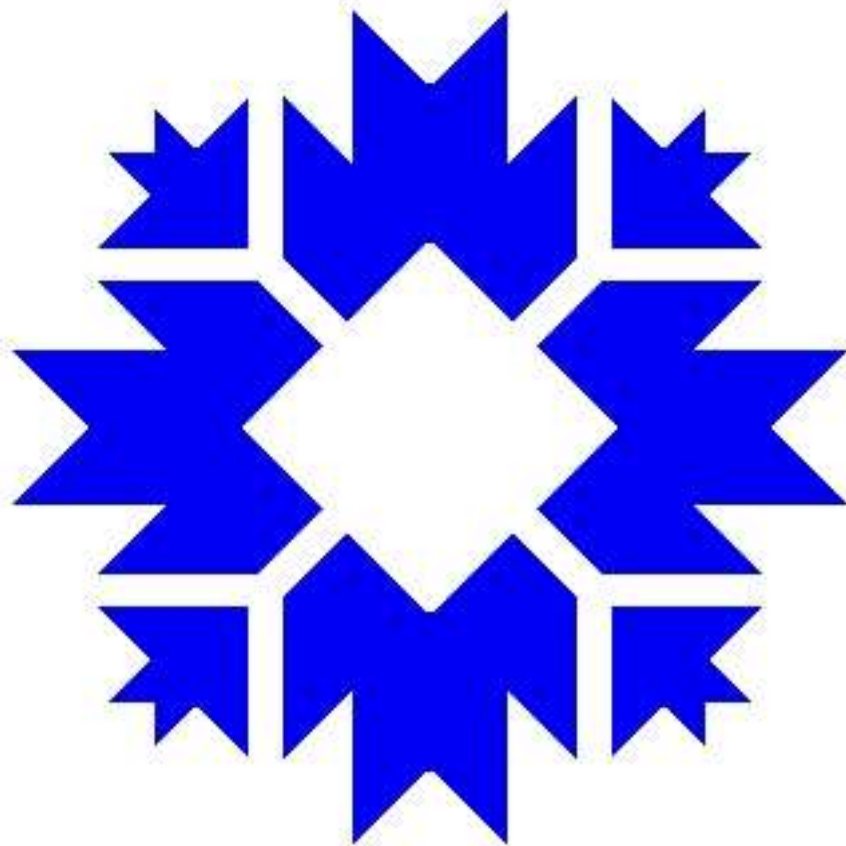


Board of Public Works Meeting

January 9, 2018



**AGENDA
BOARD OF PUBLIC WORKS**

A Regular Meeting of the Board of Public Work to be held Tuesday, January 9, 2018 at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. OPEN SEALED QUOTES & BIDS

IV. CONSENT AGENDA

1. Approval of Minutes – December 12, 2017
2. Resolution 2018-01: Use of City Street for Middle Way House’s Love Songs for a Lasting World (Saturday, 2/24)
3. Request for Noise Permits for 2018 Parks & Recreation Events
4. Re-Approval of Miller Addition Plat
5. Extension Request from H.M. Mac to Temporarily Close a Portion of N. College Avenue for the Notting Hill Residences Development
6. Resolution 2017-100: To Dispose of Surplus Personal Property Owned by the City of Bloomington
7. Approval of Payroll

V. NEW BUSINESS

1. Approve Change Order #3 through #6 for 2nd/College and 3rd/Woodscrest Signal Replacement Project
2. Approve Time Extension Change Order for Sare/Rogers Roundabout Project
3. Approve Final Plat for Summit Woods Phase 2, Section 1 Development
4. Resolution 2018-02: Request for Encroachments in the Public Right of Way and Approve Memorandum of Understanding for Use of Public Right of Way During Construction of the Omega Building at 223 N. Morton Street
5. Award Contract with The Blakely Corporation for the Sealing of Top Decks of Morton and Walnut Street Parking Garages Project
6. Award Contract with Ankriss Services for the 4th Street Garage Door Replacement Project
7. Approve Outdoor Lighting Services Agreement for the Allen/Walnut Streets Pedestrian Traffic Island

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. ADJOURNMENT

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

The Board of Public Works meeting was held on Tuesday, December 12, 2017 at 5:33 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Kelly Boatman

ROLL CALL

City Staff: Beth Rosenbarger – Planning and Transportation
Andrew Cibor – Planning and Transportation
Dan Backler – Planning and Transportation
Sara Gomez – Planning and Transportation
Roy Aten – Planning and Transportation
Neil Kopper – Planning and Transportation
Virgil Sauder – Animal Care and Control
James Boruff – Facilities Maintenance & Operations
Ryan Daily – Parking Garage Operations
Adam Wason – Public Works
Roy Aten – Planning and Transportation
Russell White – Planning and Transportation
Jackie Moore – City Legal
Barbara McKinney – City Legal
Paula McDevitt – Parks and Recreation

Boatman complimented the City’s work on the solar panel installation at City Hall.

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

None

**OPEN SEALED BIDS
AND QUOTES**

Cox Deckard opened the sealed for the Kinser Pk. Sidewalk Reconstruction Project. Quotes were received from the following companies:

**Open Sealed Quotes for
the Kinser Pk. Sidewalk
Reconstruction Project**

- Edward & Jones Concrete: \$187,670
- C&H Lawn and Landscaping, Inc.: \$283,000
- E&B Paving, Inc.: \$192,700

Adam Wason, with Public Works, added that staff will review the quotes and make a recommendation at the end of the meeting.

Cox Deckard opened the sealed quotes for the Morton St. Garage

Open Sealed Quotes for

and Walnut St. Garage Top Deck Water-Proofing Project. Quotes were received from the following companies:

- Western Specialty Contractors: \$28,494
- Blakley's Corporation: \$44,215.46

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

1. Approval of Minutes – November 28, 2017
2. Approve Buskirk-Chumley Partnership Agreement
3. Request from Indiana University to Close a Portion of N. Fee Ln. Sidewalk
4. Amend Request from H.M. Mac to Temporarily Close a Portion of N. College Ave.
5. Plat Approval for Century Village Plat
6. Dedication of Public Right of Way at W. 11th St./Fountain Dr. Intersection
7. Approve 2018-2019 BDU Agreement with Monroe County Community School Corporation
8. Approve 2018-2019 BDU Agreement with Monroe County Public Library
9. Approve 2018-2019 BDU Agreement with Monroe County
10. Approve 2018-2019 BDU Agreement with Indiana University Health
11. Approve 2018 CATS Funding Agreement with Monroe County Public Library
12. Approve 2018 PEG Channel Programming Agreement with Monroe County Public Library
13. Request for Noise Permit for Rally for Life (Sunday, 1/21/18)
14. Approval of Payroll for 12/8/17 in the amount of \$400,480.87

Wason added that H.M. Mac confirmed that they have notified property owners of the closure request.

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

Beth Rosenbarger, with Planning and Transportation, presented the request to Approve the Bike Share Program. See meeting packet for further details.

Cox Deckard asked if there were any concerns during the forum.

the Morton St. Garage and Walnut St. Garage Top Deck Water-Proofing Project

CONSENT AGENDA

NEW BUSINESS

Approve the Bike Share Program

Rosenbarger explained that there were very few concerns. However they were addressed in the request for proposals.

Boatman asked what zone the program will cover.

Rosenbarger explained the program will use 150 bikes throughout the Indiana University campus and downtown area. She said people may ride outside of this area, but must return the bike within the area.

Boatman asked where the bikes would be parked.

Rosenbarger explained the program would use existing bike racks, while also working on expanding them and increasing the number of bike corrals.

Boatman asked who will maintain the liability and loss between the City and the contractor.

Rosenbarger explained the liability would be the responsibility of the vendor.

Boatman asked if there was a reason that Bloomington currently does not have a bike share program.

Rosenbarger explained the program has changed dramatically within the last year, allowing for implementation within the city.

Boatman made a motion to approve the Bike Share Program. Cox Deckard seconded. The motion passed. Program approved.

Andrew Cibor, with Planning and Transportation, presented the Tapp Road and Rockport Road Intersection Improvement Project LPA-Consulting Contract with American Structurepoint, Inc. See meeting packet for further details.

Boatman made a motion to approve the Tapp Road and Rockport Road Intersection Improvement Project LPA-Consulting Contract with American Structurepoint, Inc. Cox Deckard seconded. The motion passed. Contract approved.

Cibor presented the Contract for Oak Tree Pruning at 3rd St. & Hillsdale Dr. with Mominee Tree Company. See meeting packet for further details.

Cibor added that the contract approved in November was for the same tree, but that it did not include pruning.

Boatman asked who submitted quotes for the previous contract.

Approval of Tapp Road and Rockport Road Intersection Improvement Project LPA-Consulting Contract with American Structurepoint, Inc.

Approve Contract for Oak Tree Pruning at 3rd St. & Hillsdale Dr. with Mominee Tree Company

Cibor said Tree Guy and Mominee Tree Company both submitted quotes. He added that going forward, maintenance for the tree will be the responsibility of the property owner.

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

Dan Backler, with Planning and Transportation, presented Resolution 2017-104: Request to Encroach into the Public Right of Way: Encroachment for Bloomington Bagel Company Project. See meeting packet for further details.

**Resolution 2017-104:
Request to Encroach into
the Public Right of Way:
Encroachment for
Bloomington Bagel
Company Project**

Boatman asked if there are existing encroachments at that property before the reconstruction of the building.

Backler confirmed there was an awning with the previous building.

Discussion ensued about the approval process between the Board and Backler.

Boatman made a motion to Resolution 2017-104: Request to Encroach into the Public Right of Way: Encroachment for Bloomington Bagel Company Project. Cox Deckard seconded. The motion passed. Resolution 2017-104 approved.

Backler, with Planning and Transportation, presented Resolution 2017-105: Request to Encroach into the Public Right of Way: Encroachment for Graduate Hotel Project. See meeting packet for further details.

**Resolution 2017-105:
Request to Encroach into
the Public Right of Way:
Encroachment for
Graduate Hotel Project**

Discussion about the design illustration ensued.

Boatman made a motion to Resolution 2017-105: Request to Encroach into the Public Right of Way: Encroachment for Graduate Hotel Project. Cox Deckard seconded. The motion passed. Resolution 2017-105 approved.

Neil Kopper, with Planning and Transportation, presented Resolution 2017-106: Public Need for Right of Way Acquisition for the 17th Street Reconstruction Project. See meeting packet for further details.

**Resolution 2017-106:
Public Need for Right of
Way Acquisition for the
17th Street
Reconstruction Project**

Boatman asked about the typical size for an acquisition.

Kopper explained there is no typical size, as this does not normally

occur.

Boatman asked about the timeline for construction.

Kopper said the goal is to be ahead of schedule, depending on how well the acquisition goes.

Boatman made a motion to approve Resolution 2017-106: Public Need for Right of Way Acquisition for the 17th Street Reconstruction Project. Cox Deckard seconded. The motion passed. Resolution 2017-106 approved.

Kopper presented the Contract with American Structurepoint Inc. for Signal Timing On-Call Services. See meeting packet for further details.

Approve Contract with American Structurepoint Inc. for Signal Timing On-Call Services

Boatman asked if the design work and its deployment are separate.

Kopper explained that is a possibility. It depends on what the exact needs are.

Boatman made a motion to approve Contract with American Structurepoint Inc. for Signal Timing On-Call Services. Cox Deckard seconded. The motion passed. Contract approved.

Kopper presented the Contract with Shrewsberry & Associates LLC for Preliminary Engineering Services for the School Zone Enhancements Project. See meeting packet for further details.

Approve Contract with Shrewsberry & Associates LLC for Preliminary Engineering Services for the School Zone Enhancements Project

Boatman made a motion to approve the Contract with Shrewsberry & Associates LLC for Preliminary Engineering Services for the School Zone Enhancements Project. Cox Deckard seconded. The motion passed. Contract approved.

Kopper presented the Contract with American Structurepoint Inc. for Preliminary Engineering Services for the Adams Street Sidewalk and Intersection Improvements Project. See meeting packet for further details.

Approve Contract with American Structurepoint Inc. for Preliminary Engineering Services for the Adams Street Sidewalk and Intersection Improvements Project

Cox Deckard explained that there had been some modifications to this intersection in the past.

Kopper confirmed. He added that the equipment is older now.

Boatman made a motion to approve the Contract with American Structurepoint Inc. for Preliminary Engineering Services for the Adams Street Sidewalk and Intersection Improvements Project. Cox

Deckard seconded. The motion passed. Contract approved.

Virgil Sauder, with Animal Care & Control, presented the Agreement with Tauren Communication Services for Animal Shelter Infrastructure Installation Services. See meeting packet for further details.

Approve Agreement with Tauren Communication Services for Animal Shelter Infrastructure Installation Services

Boatman asked if any money was saved by pulling this from the original contract.

Sauder confirmed. He explained the cost is saved, as this is a wider scope from what was in the existing contract. It improves the existing infrastructure as well as integrating it into the new construction.

Cox Deckard added that this is about the infrastructure within the shelter.

Boatman made a motion to approve the Agreement with Tauren Communication Services for Animal Shelter Infrastructure Installation Services. Cox Deckard seconded. The motion passed. Contract approved.

James Boruff, with Facilities Maintenance and Operations, presented the Agreement with Otto's Pavement Marking for City Hall Parking Lot Asphalt Repairs and Seal Coating. See meeting packet for further details.

Approve Agreement with Otto's Pavement Marking for City Hall Parking Lot Asphalt Repairs and Seal Coating

Cox Deckard added that this will not be a repaving.

Boatman made a motion to approve the Agreement with Otto's Pavement Marking for City Hall Parking Lot Asphalt Repairs and Seal Coating. Cox Deckard seconded. The motion passed. Contract approved.

Ryan Daily, with Parking Garage Operations, presented the Agreement with STR-SEG Resources for Roofing Assessment of the Walnut St. Parking Garage. See meeting packet for further details.

Approve Agreement with STR-SEG Resources for Roofing Assessment of the Walnut St. Parking Garage

Boatman asked about the ownership of the garage.

Daily explained it is owned by the Winger-Stolberg Group and leased and maintained by the City.

Boatman made a motion to approve the Agreement with STR-SEG

Resources for Roofing Assessment of the Walnut St. Parking Garage. Cox Deckard seconded. The motion passed. Contract approved.

Daily presented Change Order #3 with Ankriss for Skywalk Renovations. See meeting packet for further details.

Approve Change Order #3 with Ankriss for Skywalk Renovations

Boatman asked about the work scheduled for next year.

Daily added that next year the roof will be repaired.

Boatman made a motion to approve Change Order #3 with Ankriss for Skywalk Renovations. Cox Deckard seconded. The motion passed. Change order approved.

Wason, with Public Works, presented the Agreement with SCCAP for Sanitation Services. See meeting packet for further details.

Approve Agreement with SCCAP for Sanitation Services

Boatman noted that the amount of money spent on this program will remain the same as previous years.

Boatman made a motion to approve the Agreement with SCCAP for Sanitation Services. Cox Deckard seconded. The motion passed. Agreement approved.

Aten, with Planning and Transportation, presented the Design Contract to Aztec Engineering Group, Inc. for the North B-Line Extension Project. See meeting packet for further details.

Award Design Contract to Aztec Engineering Group, Inc. for the North B-Line Extension Project

Boatman asked if the contractor has worked with the City before.

Aten confirmed.

Boatman made a motion to approve the Design Contract to Aztec Engineering Group, Inc. for the North B-Line Extension Project. Cox Deckard seconded. The motion passed. Contract approved.

Aten presented the Construction Contract to E & B Paving, Inc. for the S. Sare Rd. Crosswalk Islands Project. See meeting packet for further details.

Award Construction Contract to E & B Paving, Inc. for the S. Sare Rd. Crosswalk Islands Project

Boatman asked if the amount is consistent with what staff expected.

Aten said it was higher because of the contractor anticipating the maintenance of traffic being more than what staff estimated.

Cox Deckard added the flow of traffic near Spicewood would not change as the work will occur north of that entrance.

Discussion ensued about the process for selecting placement of crosswalk islands.

Boatman made a motion to approve the Construction Contract to E & B Paving, Inc. for the S. Sare Rd. Crosswalk Islands Project. Cox Deckard seconded. The motion passed. Contract approved.

Aten presented the Construction Contract for the Kinser Pike Sidewalk Reconstruction Project. See meeting packet for further details.

**Award Construction
Contract for the Kinser
Pike Sidewalk
Reconstruction Project**

Clayton Merriweather, with Edward & Jones Concrete Inc., introduced his company. He explained the company has worked with municipalities before. This will be the company's first time working with the City of Bloomington.

Boatman made a motion to approve the Construction Contract for the Kinser Pike Sidewalk Reconstruction Project. Cox Deckard seconded. The motion passed. Contract approved.

Wason provided the following announcements:

**STAFF REPORTS &
OTHER BUSINESS**

- Leafing: All zones have been completed for the first round of pick up. Crews will attempt to revisit areas picked up earlier in the season, in the same order as before.
- Sanitation Modernization: The City has received its second order of carts and has 800-900 addresses left to exchange out of the 2,400 requests. Due to the number of requests to switch to the smaller size, the financial model may need minor adjustments. Both sticker refunds deadlines have passed. The deadline for a free cart exchange has passed. There will be a \$50 charge, per cart, to exchange carts going forward. Carts need to be placed four feet apart.
- Bicentennial: In celebration of Bloomington's 200th Anniversary, there will be various events held throughout the year. The kickoff will be held at City Hall on New Year's Eve.

Cox Deckard corrected quotes read earlier for Western Specialty Contractors:

- Morton St. Garage \$21,724.50
- Walnut St. Garage \$28,494

Wason added that the December 26th Board of Public Works Meeting will be cancelled.

Wason addressed the following items on the claims register:
Utilities, CIGNA, CATS, Sanitation rear load trucks, Customer
service software for Sanitation, and computer equipment.

**APPROVAL OF
CLAIMS**

Boatman moved to approve the Claims Register for 11/30/17 –
12/15/17 in the amount of \$1,816,975.36. Cox Deckard seconded the
motion. The motion passed. Claims approved.

Cox Deckard called for adjournment. Meeting adjourned at
7:06 p.m.

ADJOURNMENT

Accepted by:

Kyla Cox Deckard, President

Kelly Boatman, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Request to close South Washington Street on February 24, 2018 for Middle Way House fundraiser "Love songs for a Lasting World"

Staff Representative: Sean Starowitz

Petitioner/Representative: Middle Way House/Rachael & Julie

Date: January 9, 2018

Report: On Saturday, February 24, 2018, Middle Way House is holding a fund raising event at the Buskirk Chumley Theater. The event, directed and hosted by Malcolm Dalglish, is called "Love Songs for a Lasting World" and features a series of performances by local singers, poets and choirs. The event performances will be in the theater and a reception with refreshments and a fire pit would be outside on South Washington Street. Washington would be closed from 6:30 pm until 11:00 pm for the event and for time to set up and tear down. It will be closed between Kirkwood and the 4th Street.

Recommendation and Supporting Justification: The inside events do not need BPW approval. However, the activity in the public right of way requires the Board's permission. A noise waiver is included in this request as well. They have contacted the Fire Department for their burn permit, and a fire fighter donates his/her time to make sure the fire is started and extinguished in an acceptable manner. A burn permit approved by the Fire Chief is also required (per city code 18.16.030). This is the 3rd year for this event. The resolution also requires the petitioners to clean up the area after the event is over.

Recommend **Approval** **Denial by** Sean Starowitz

**BOARD OF PUBLIC WORKS
RESOLUTION 2018-01**

**Request to Use South Washington
During Middle Way House Fund Raising Event**

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise City Streets and Municipal Parking Lots; and

WHEREAS, Middle Way House of Bloomington is holding a fund raising event “Love Songs for a Lasting World” at the Buskirk Chumley Theater on February 24, 2018, and

WHEREAS, the City of Bloomington encourages support for local charity events; and

WHEREAS, Middle Way House has requested that the Board of Public Works allow them to close South Washington between East Kirkwood and 4th Street including the east/west mid-block alley on February 24, 2018 from 6:30 pm until 11:00 pm to the general public for set up and tear down, with the event from 8:30 pm until 10:00 pm; and

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

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington Board of Public Works approves the event herein described, provided that:

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
2. The Board of Public Works agrees that all or a portion of the following City streets may be utilized: South Washington between East Kirkwood Avenue and Fourth Street to include the east/west mid-block alley south of Kirkwood Avenue.
3. The street closure outlined above is for the purpose of allowing Middle Way House to provide an event of high quality that is mutually beneficial to participants and the community on Saturday, February 24, 2018.
4. Middle Way House shall develop a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. Middle Way House shall *obtain and place at its own expense barricades* and signage required by the Traffic Plan. Middle Way House shall not close the streets until 6:30 p.m. on Saturday, February 24, 2018, and shall remove barricades and signage by 11:00 p.m. on Saturday, February 24, 2018.
5. Middle Way House shall be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any

signs posted as part of the event. Cleanup shall be completed by 11:00 p.m. on Saturday, February 24, 2018.

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

ADOPTED THIS ____ DAY OF _____, 2018.

BOARD OF PUBLIC WORKS:

MIDDLE WAY HOUSE:

Kyla Cox Deckard

Signature

Kelly M. Boatman

Printed Name, Title

Dana Palazzo

Date

2017-01
J2N10



SPECIAL EVENT APPLICATION

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

1. Applicant Information

Contact Name:	Sarah Hunt		
Contact Phone:	812-333-7404	Mobile Phone:	
Title/Position:	Outreach Communications Coordinator		
Organization:	Middle Way House		
Address:	P.O. Box 95		
City, State, Zip:	Bloomington IN 47402		
Contact E-Mail Address:	communications@middlewayhouse.org		
Organization E-Mail and URL:	Same and www.middlewayhouse.org		
Org Phone No:	812-333-7404	Fax No:	812-323-9063

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

Organization Name:	Malcolm Dalglish		
Address:			
City, State, Zip:			
Contact E-Mail Address:	maldal@malcolmdalglish.com		
Phone Number:		Mobile Phone:	
Organization Name:	Muddy Fork Farm		
Address:			
City, State, Zip:			
E-Mail Address:	muddyfork@gmail.com		
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input checked="" type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	February 24, 2018	
Time of Event:	Date: 2/24/18 Start: 8:30 pm	Date: End: 10:00 pm
Setup/Teardown time Needed	Date: 2/24/18 Start: 6:30	Date: End: 11:00 pm
Calendar Day of Week:	Saturday	
Description of Event:	Following a concert at the BCT, the audience will be invited to walk outside to the block of S. Washington St between Kirkwood and 4 th Sts and enjoy a piece of complimentary pie next to a contained bonfire. Singing will be encouraged.	
Expected Number of Participants:	100	Expected # of vehicles (Use of Parking Spaces to close): 1 --- for truck to deliver fire pit. <i>12 NO Parking Signs</i>

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

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

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

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

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

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

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

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

For City Of Bloomington Use Only

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



CITY OF BLOOMINGTON

NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3589

Application and Permit Information

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

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

Contact Christina Smith with any questions: (812) 349-3589 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event:					
Location of Event:					
Date of Event:			Time of Event:	Start:	
Calendar Day of Week:				End:	
Description of Event:					
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is this a Charity Event?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:			

Applicant Information

Name:					
Organization:			Title:		
Physical Address:					
Email Address:			Phone Number:		
Signature:			Date:		

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Kelly M. Boatman, Vice-President

Date

Dana Palazzo, Secretary

Waste and Recycling Management Plan Template

Event name: _____
 Number of expected attendees: _____
 Number of food vendors: _____
 Number of other vendors: _____

Designated waste and recycling manager: This may be a staff member or a volunteer. Events expecting over 100 attendees are required to designate a waste and recycling manager who will be in charge of overseeing the implementation of the waste and recycling management plan.

Event map: In the event map you submit with your event application, please clearly designate where waste and recycling bins will be placed. Each waste bin should be paired with one or more recycling bins. Also designate any larger collection areas (such as dumpsters) and the path for access by waste haulers.

TIP: Recycling bins should be visually distinct from waste bins, and all bins should be clearly labeled for easy use by attendees.
 ClearStream recycling bins are available for use through [Downtown Bloomington, Inc.](#)

Targeted waste: Please enumerate the types of waste expected at the event and plans for collecting each type of item using the following table. Examples are listed, but feel free to modify as appropriate.

Type of waste	Collection plan
<Containers>*	<Recycling, composting, etc.>
<Mixed paper>	<Recycling in on-site, designated bins staffed by volunteers>
<Food waste>	<Composting bins, waste bins, etc.>

*Note that "compostable" plastics are only compostable in industrial composters, which are not available in the Bloomington area. If you opt for compostable items at your event, ensure that they are compostable paper rather than plastic.

Collection and hauling system: Describe where and how waste and recycling will be collected and separated. Include information on how attendees and vendors will be educated on where materials should be placed, including signage, pre-event training and publicity, volunteer-staffed waste management stations, etc.

Events with over 100 attendees must provide staffed (by paid staff or volunteers) waste management stations to ensure that materials are separated according to the waste and recycling management plan.

Vendor and volunteer education and training: Describe your plans for educating volunteers about waste and recycling management plans at the event, and vendors on what materials will be permitted in order to comply with the Plan and to minimize waste through both reduction and recycling.

Materials and supplies: List the materials you plan to have on hand to implement the waste and recycling management plan, including bins, labels, bags, signage, etc.

Designation of duties: Clearly designate the volunteers, staff, or other individuals who will be responsible for implementing each component of the waste and recycling management plan.

EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

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

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

The proposal for _____ will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) meeting.

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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER:
DATE:

Contact Information- Other

	<u>Location</u>	<u>Contact</u>	<u>Phone Number</u>
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Planning & Transportation	(812)349-3423
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Sylvia Garrison, Administrator	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Jackie Bauer Economic & Sustainable Development	(812) 349.3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	Christina Smith Dept. of Public Works OR Sean Starowitz Community Arts Director	(812) 349-3589 (812) 349-3534
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Becky Barrick Higgins	(812) 349-3700
Bloomington Fire Department	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 rd Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	2800 S. Kirby Road Bloomington, IN		(812)- 349-2546



**middle
way
house, inc.**

A United Way Agency

**Providing meaningful
alternatives to living
with violence**

Serving Monroe, Martin,
Owen, Greene, Lawrence &
Morgan Counties

Emergency Shelter
Transitional Housing
Prevention & Education
Legal Advocacy
Sexual Assault Support
Human Trafficking Support
Childcare & Youth Programs

Mailing Address:
PO Box 95
Bloomington, IN 47402

Administrative Line:
812.333.7404

Fax:
812.323.9063

Online:
www.MiddleWayHouse.org

24-hour Crisis Line:

812.336-0846

18 December 2017

Dear Property or Business Owner,

On the evening of Saturday, February 24, 2018, there will be a special performance by Malcolm Daiglish and the Ooolites. The concert, entitled "Love Songs for a Lasting World," begins at 7:30 PM at the Buskirk-Chumley Theater and is a benefit event in honor of our late executive director, Toby Strout, to raise funds for Middle Way House.

Following the concert (around 9:30 PM), the audience will be invited to walk outside and enjoy a piece of pie next to a bonfire on Washington Street between Kirkwood Avenue and Fourth Street (including the east-west mid-block alley). Singing and music-making will be encouraged. The bonfire will be contained and supervised by a Bloomington Fire Department volunteer.

In order to create a festive and safe environment for the event, we are proposing the following street closing (which includes set-up and tear-down): February 24, 2018 from 6:30 PM-11:00 PM.

The Board of Public Works meeting to hear this request will be on January 9, 2018 in the Council Chambers of the Showers Center City hall at 401 N. Morton at 5:30 PM. If you have any questions, please don't hesitate to contact me.

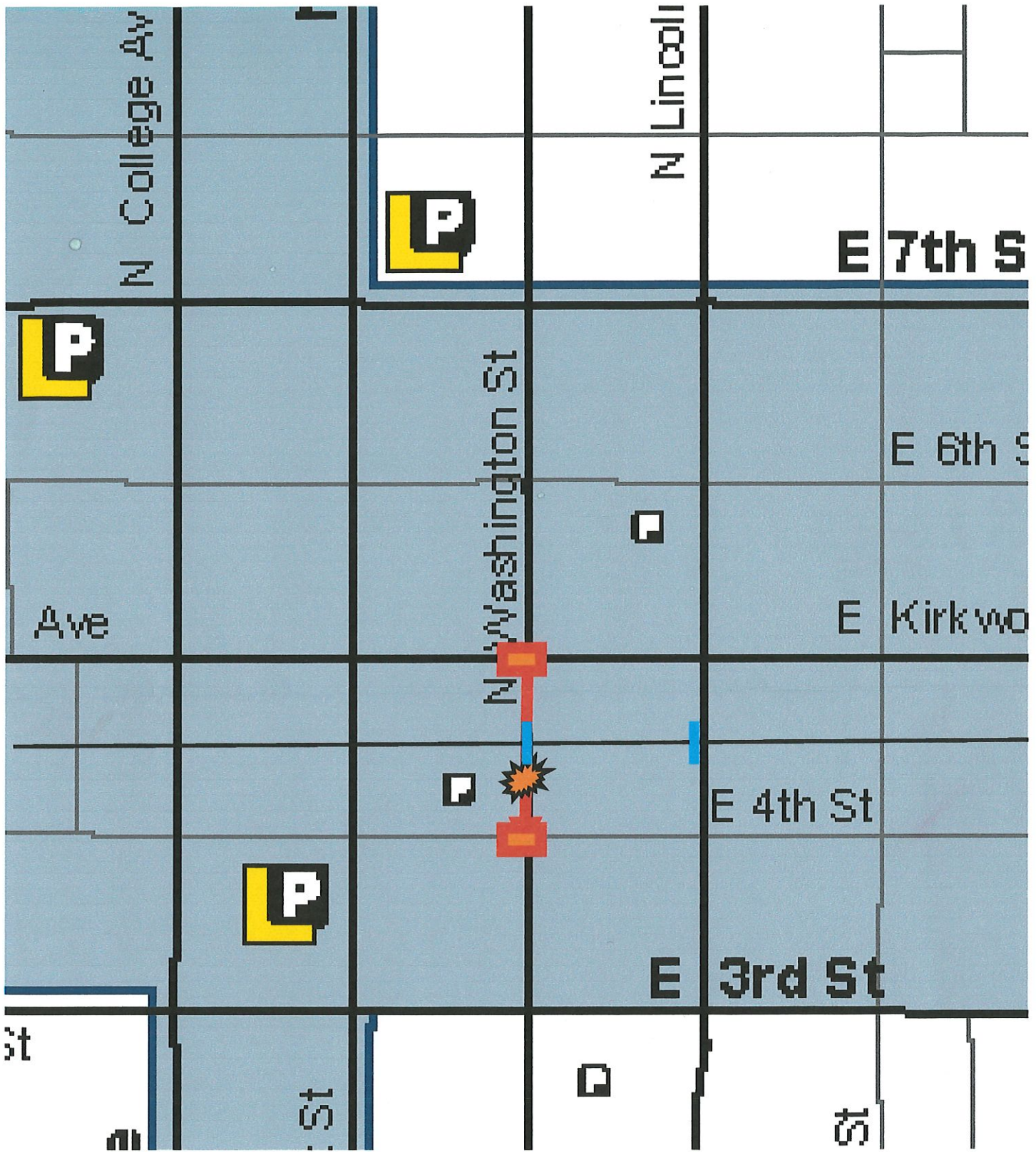
The proposal for this event will be on file and may be examined in the Public Works Office on the Friday (January 5, 2018) prior to the Tuesday (January 9, 2018) meeting.

All persons interested in said proposal may be heard at January 9th meeting. If you would rather voice your opinion by phone you may call 812.349.3410 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.


Thank you for your consideration.


Warm Regards,

Sarah Hunt
Outreach Communications Coordinator
Middle Way House, Inc.
sarah.hunt@middlewayhouse.org



 = Type 3 barricade

 = Type 1 barricade

 = Closure of Washington street from Kirkwood south to 4th, and the adjacent alley
 Audience will exit BCT and walk down sidewalk to the firepit



Board of Public Works Staff Report

Project/Event: Noise Permits for 2018 Parks Events

Petitioner/Representative: Bloomington Parks and Recreation Department

Staff Representative: Christina Smith

Meeting Date: January 9, 2018

Parks and Recreation Department is requesting noise permits for their Concert Performance Series, Movie Series and other special events in 2018. In your packet is a list of all of the events covered under this request.

These are great community events that are free and open to the general public and staff supports the request.

Recommend **Approval by:** Christina Smith



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

Contact Christina Smith with any questions: (812) 349-3410 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event:	Parks & Recreation events for 2018		
Location of Event:	Various - see attached		
Date of Event:	Various - see attached	Time of Event:	Start:
Calendar Day of Week:	Various		End:
Description of Event:	Concerts, Movies in parks, Community events, Fourth of July parade, Taste of Bloomington, Holiday Market, etc.		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Crystal Ritter		
Organization:	COB Parks & Recreation	Title:	Community Events Coordinator
Physical Address:	401 N. Morton St. Suite 250, Bloomington, IN 47402		
Email Address:	ritterc@bloomington.in.gov	Phone Number:	812.349.3725
Signature:	<i>CR</i>	Date:	12/4/17

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS	
_____	_____
Kyla Cox Deckard, President	Kelly Boatman, Vice-President
_____	_____
Date	Dana Palazzo, Secretary

**City of Bloomington Parks and Recreation Department
request for noise permits for 2018 list of events**

Monroe County Courthouse Concert – 11:30am – 1:30pm
5/3/2018

Peoples Park Concerts – 4:30 – 6pm

5/8/2018	7/10/2018
5/15/2018	7/17/2018
5/22/2018	7/24/2018
5/29/2018	7/31/2018
6/5/2018	8/7/2018
6/12/2018	8/14/2018
6/19/2018	8/21/2018
6/26/2018	8/28/2018
7/3/2018	9/6/2018– rain date
	9//2018 – rain date

Waldron, Buskirk and Hill Park Concerts – 6:30 – 8:30pm

6/1/2018
6/8/2018
6/15/2018
6/22/2018
6/29/2018
7/6/2018– rain date
7/13/2018 – rain date

Bryan Park Concerts – 5:30-8:30pm

6/2/2018 – special event, 5-9pm
7/15/2018
7/22/2018
7/29/2018
8/5/2018
8/12/2018 – rain date
8/19/2018 – rain date

Park Movies – 8-11pm

8/17/2018 in Bryan Park
8/18/2018 – rain date
8/24/2018 in Rev. Ernest Butler Park
8/25/2018 – rain date
8/31/2018 in Bryan Park
9/1/2018 – rain date
9/7/2018 in Bryan Park
9/8/2018 – rain date
9/14/2018 in Twin Lakes Sports Park or Winslow Sports Park
9/15/2018 – rain date

Festival of Ghost Stories – 6:30-8pm – Bryan Park
10/26/2018

Pumpkin Launch – 10a – 4pm – Monroe County Fairgrounds
11/27/2017

Holiday Market – 7am – 5pm – City Hall and Showers Plaza
11/24/2018



Board of Public Works Staff Report

Project/Event: Re-sign Dedication of Right-of-Way as part of the Replat of Miller Courts Addition. 1421 N Dunn Street.

Representative: RCR Properties, LLC

Consultant: Smith Brehob and Associates, Inc. - Steve Brehob

Staff Representative: Dan Backler, Public Improvements Manager

Date: 1/9/2018

Report: On October 3, 2017 this final plat was originally brought to the Board for signatures for the acceptance of right-of-way that was dedicated to the public. When it was taken in to be recorded, the County Auditor required some changes to the language of the final plat. The changes have been made and the updated, final plat requires signatures.

Recommendation and Supporting Justification: Staff recommends that the Board approve this dedication of right-of-way.

Recommend Approval Denial by Dan Backler

REPLAT OF MILLER COURTS ADDITION

A PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 1 WEST, BLOOMINGTON TOWNSHIP, MONROE COUNTY, INDIANA

LEGAL DESCRIPTION

REPLAT, EXPANSION AND DEDICATION OF RIGHT-OF-WAY IN MILLER COURTS ADDITION TO THE CITY OF BLOOMINGTON, INDIANA AS SHOWN ON THE PLAT THEREOF RECORDED IN PLAT CABINET "B", ENVELOPE 51, IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

ALSO, AN EXPANSION AND DEDICATION OF RIGHT-OF-WAY TO MILLER COURTS ADDITION TO THE CITY OF BLOOMINGTON, INDIANA AS SHOWN ON THE PLAT THEREOF RECORDED IN PLAT CABINET "B", ENVELOPE 51, IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA.

LOTS 42-55 (INCLUSIVE), 58, 59, 78, AND 79, IN MILLER COURTS ADDITION TO THE CITY OF BLOOMINGTON, INDIANA AS SHOWN ON THE PLAT THEREOF RECORDED IN PLAT CABINET "B", ENVELOPE 51, IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA.

ALSO, A PART OF LOT 60 IN MILLER COURTS ADDITION TO THE CITY OF BLOOMINGTON, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT SOUTH 00 DEGREES 13 MINUTES 35 SECONDS WEST 30.40 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID LOT 60 FOR A DISTANCE OF 88.80 FEET TO THE SOUTHEAST CORNER OF SAID LOT 60; THENCE SOUTH OVER AND ALONG THE EAST LINE OF SAID LOT 60 FOR A DISTANCE OF 52.57 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 371.85 FEET AND A CHORD BEARING A DISTANCE OF NORTH 79 DEGREES 42 MINUTES 18 SECONDS WEST 52.57 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 28 SECONDS EAST OVER AND ALONG THE WEST LINE OF SAID LOT 60 FOR A DISTANCE OF 83.70 FEET; THENCE SOUTH 86 DEGREES 43 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 52.11 FEET TO THE PLACE OF BEGINNING, CONTAINING 4,430 SQUARE FEET, MORE OR LESS.

ALSO, THE SOUTH HALF OF LOTS 56 AND 57 IN MILLER COURTS ADDITION TO THE CITY OF BLOOMINGTON, INDIANA AS SHOWN BY THE RECORDED PLAT THEREOF RECORDED IN PLAT CABINET "B", ENVELOPE 51, IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA.

ALSO, A PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 1 WEST, MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF TRACT B IN INSTRUMENT 2002012628, THENCE EAST ALONG THE SOUTH LINE OF MILLER COURTS ADDITION AS SHOWN BY THE RECORDED PLAT THEREOF IN PLAT CABINET "B", ENVELOPE 5, 539.32 FEET TO THE WEST RIGHT OF WAY LINE OF DUNN STREET; THENCE SOUTH 00 DEGREES 20 MINUTES 38 SECONDS WEST (INDIANA STATE PLANE, WEST ZONE) ALONG SAID RIGHT OF WAY 190.67 FEET TO THE NORTH LINE OF INSTRUMENT 2017000798, THE NEXT (2) COURSES ARE ALONG THE PERIMETER OF SAID INSTRUMENT; (1) THENCE NORTH 89 DEGREES 40 MINUTES 55 SECONDS WEST 148.55 FEET; (2) THENCE SOUTH 00 DEGREES 23 MINUTES 51 SECONDS WEST 73.58 FEET TO THE EXISTING RIGHT OF WAY LINE OF 17TH STREET, THE NEXT (3) COURSES ARE ALONG SAID RIGHT OF WAY; (1) THENCE SOUTH 89 DEGREES 46 MINUTES 16 SECONDS WEST 311.46 FEET; (2) THENCE SOUTH 00 DEGREES 19 MINUTES 18 SECONDS EAST 20.23 FEET; (3) THENCE SOUTH 89 DEGREES 45 MINUTES 01 SECONDS WEST 77.15 FEET TO THE WEST LINE OF THE AFORESAID TRACT B; THENCE NORTH 00 DEGREES 07 MINUTES 19 SECONDS WEST ALONG SAID WEST LINE 288.54 FEET TO THE POINT OF BEGINNING, CONTAINING 3.07 ACRES, MORE OR LESS.

OWNER CERTIFICATION

THE UNDERSIGNED, THOMAS M. SCOTT, AUTHORIZED SIGNATORY FOR CAREGENCY DUNNHILL JV LLC, A DELAWARE LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE ABOVE DESCRIBED REAL ESTATE, DOES HEREBY LAYOFF, PLAT AND SUBDIVIDE THE SAME INTO LOTS AND STREETS IN ACCORDANCE WITH THIS PLAT. THIS WITHIN PLAT SHALL BE KNOWN AND DESIGNATED AS REPLAT OF MILLER COURTS ADDITION.

ALL ADDITIONAL ROAD RIGHT-OF-WAYS SHOWN AND NOT PREVIOUSLY DEDICATED ARE HEREBY DEDICATED TO PUBLIC USE.

IN WITNESS WHEREOF, CAREGENCY DUNNHILL JV LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY THOMAS M. SCOTT, AUTHORIZED SIGNATORY, HAS HERETO

EXECUTED THIS 12 DAY OF December, 2017.

NOTARY CERTIFICATION

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF INDIANA AND MONROE COUNTY, PERSONALLY APPEARED THOMAS M. SCOTT, PERSONALLY KNOWN TO ME TO BE AN AUTHORIZED SIGNATORY OF CAREGENCY DUNNHILL JV LLC, A DELAWARE LIMITED LIABILITY COMPANY OWNER OF THE DESCRIBED REAL ESTATE AND WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING PLAT FOR THE REAL ESTATE KNOWN AS EVOLVE BLOOMINGTON SUBDIVISION, AS HIS VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

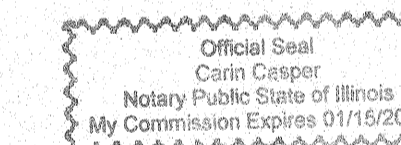
WITNESS MY HAND AND NOTARIAL SEAL THIS 12 DAY OF

December, 2017.

Carin Casper
CARIN CASPER, NOTARY PUBLIC

COUNTY OF RESIDENCE: COOK

MY COMMISSION EXPIRES: 1-15-21



PLAN COMMISSION AND BOARD OF PUBLIC WORKS

UNDER THE AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947, ENACTED BY GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCE ADAPTED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF BLOOMINGTON:

APPROVED BY THE BOARD OF PUBLIC WORKS AT A MEETING HELD:

APPROVED BY THE CITY PLAN COMMISSION AT A MEETING HELD:

Terril Porter
TERRIL PORTER, DIRECTOR OF PLANNING AND TRANSPORTATION

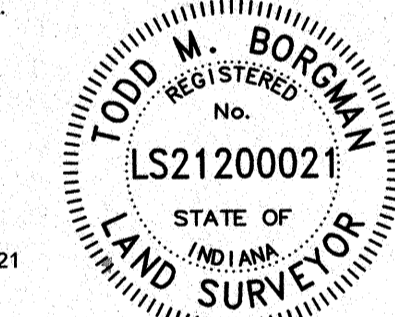
Joe Hoffmann
JOE HOFFMANN, PRESIDENT OF PLAN COMMISSION

SURVEYOR'S CERTIFICATE

THIS SURVEY WAS PERFORMED UNDER THE DIRECTION OF THE UNDERSIGNED, AND TO THE BEST OF THIS SURVEYOR'S KNOWLEDGE AND BELIEF WAS EXECUTED ACCORDING TO SURVEY REQUIREMENTS IN 865 IAC 1.12 FOR THE STATE OF INDIANA.

DATED THIS 1st DAY OF SEPTEMBER, 2017.

Todd M. Borgman
TODD M. BORGMAN
REGISTERED LAND SURVEYOR NO. 21200021
STATE OF INDIANA



I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW, (TODD BORGMAN)

EASEMENT NOTES

PEDESTRIAN ACCESS EASEMENT (PAE)
AN EASEMENT OF VARIABLE WIDTH AS SHOWN ON THE PLAT DEDICATED TO THE CITY OF BLOOMINGTON AND THE GENERAL PUBLIC THAT:

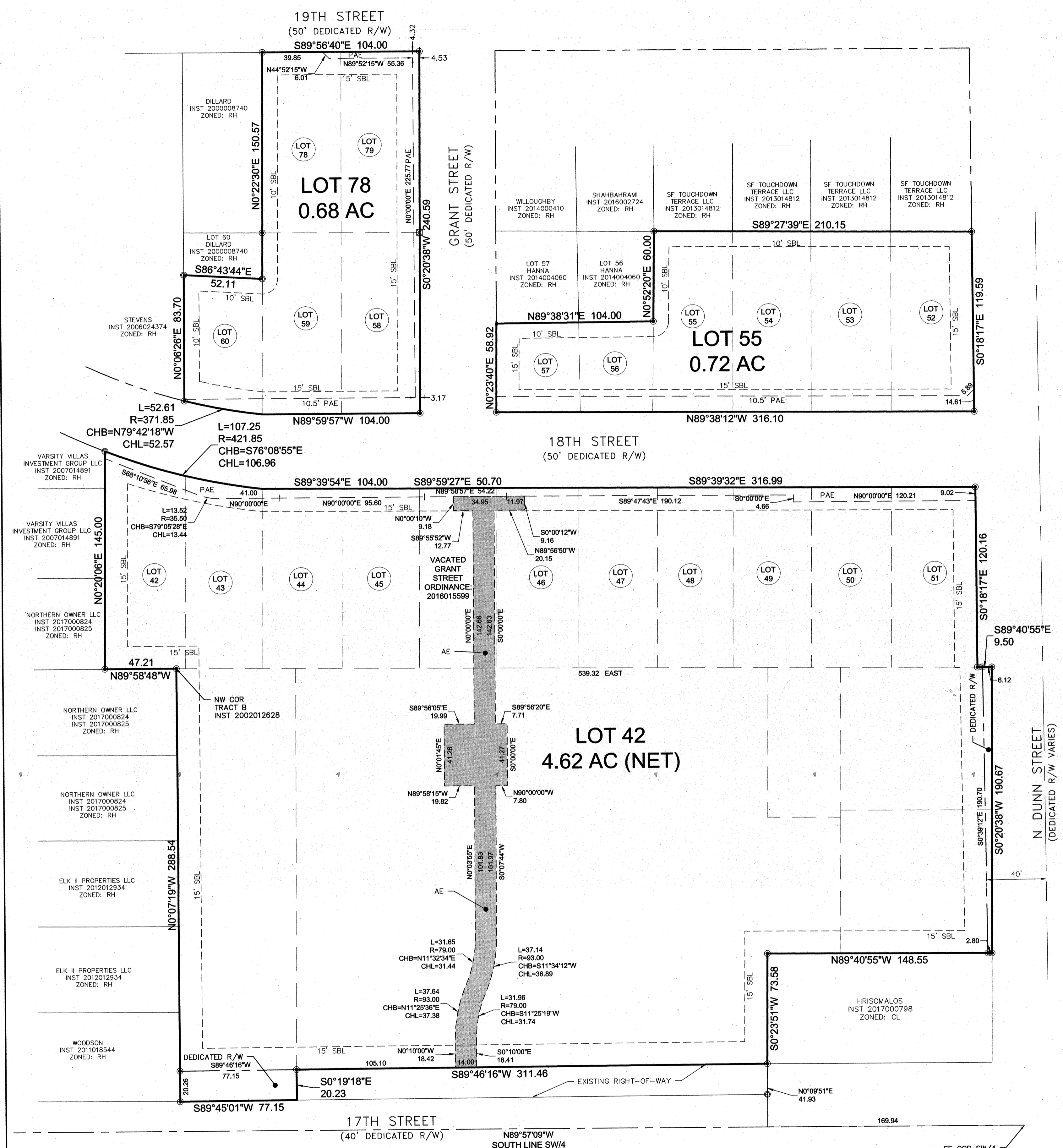
- GRANTS THE GENERAL PUBLIC THE RIGHT TO ACCESS THE PEDESTRIAN EASEMENT FOR PURPOSES OF WALKING, RUNNING, BICYCLING, SKATING, OR UTILIZING CERTAIN CLASSES OF NONMOTORIZED VEHICLES.
- GRANTS THE CITY THE RIGHT TO CONSTRUCT, ALTER, REPAIR, MAINTAIN, OR REMOVE IMPROVEMENTS WITHIN THE EASEMENT AREA.
- PROHIBITS THE PLACEMENT OF ANY OBSTRUCTION WITHIN THE PEDESTRIAN EASEMENT.

ACCESS EASEMENT (AE)
AN EASEMENT OF VARIABLE WIDTH AS SHOWN ON THE PLAT, DEDICATED TO THE GENERAL PUBLIC AND EMERGENCY SERVICE PROVIDERS THAT:

- GRANTS THE GENERAL PUBLIC THE RIGHT TO ACCESS THE PEDESTRIAN EASEMENT FOR PURPOSES OF WALKING, RUNNING, BICYCLING, SKATING, OR UTILIZING CERTAIN CLASSES OF NONMOTORIZED VEHICLES.
- GRANTS PRIVATE AND PUBLIC EMERGENCY SERVICE PROVIDERS AND FIRST RESPONDERS THE RIGHT TO ACCESS THE EASEMENT WITH MOTORIZED VEHICLES FOR EMERGENCY SERVICE PURPOSES.
- PROHIBITS THE PLACEMENT OF ANY OBSTRUCTION WITHIN THE EASEMENT WHICH WOULD PRECLUDE MOTORIZED VEHICLE ACCESS WITHIN THE ACCESS EASEMENT.

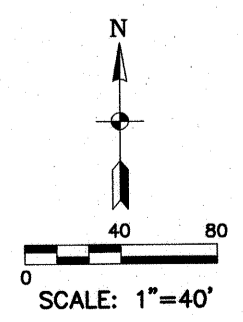
ORIGINAL UTILITY EASEMENTS SHOWN ON MILLER COURTS PLAT AND OTHER EXISTING EASEMENTS ARE IN THE PROCESS OF BEING VACATED AND ARE NOT SHOWN.

EASEMENT GRANTS TO DUKE ENERGY PER INST 2017007149, 2017007150, 2017007151 ARE NOT SHOWN. EASEMENT LOCATION TO BE CENTERED ON UTILITY LINE AFTER INSTALLATION.



LEGEND

- | | | |
|-----------|--------|-----------------------|
| RR SPIKE | M | MEASURED |
| STONE | P | PLATTED |
| | R | RECORD |
| REBAR | FRB | FOUND REBAR |
| | SRB | SET REBAR |
| IRON PIPE | FIP | FOUND IRON PIPE |
| | FRS | FOUND RAILROAD SPIKE |
| | FMAG | FOUND MAG NAIL |
| | SMAG | SET MAG NAIL |
| | B/C | BUILDING CORNER |
| | FND | FOUND |
| | P.D.O. | POSSIBLE DEED OVERLAP |
| | P.D.G. | POSSIBLE DEED GAP |
| | B.G. | BELOW GRADE |
| | A.G. | ABOVE GRADE |



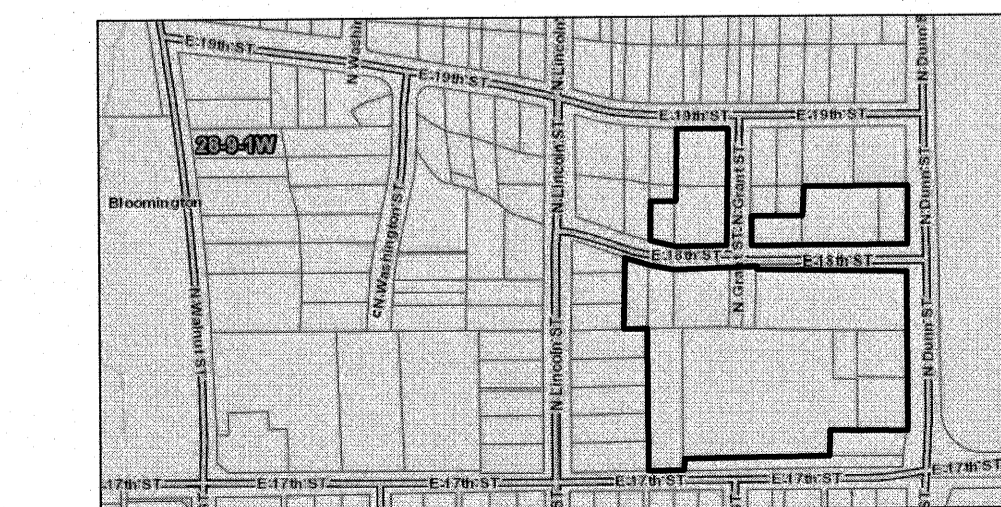
GENERAL NOTES

- ALL CORNERS MARKED WITH 5/8" X 2" REBAR WITH YELLOW SBA CAP OR MAG NAILS.
- THE PURPOSE OF THIS PLAT AMENDMENT IS TO ADJUST INTERIOR LOT LINES.
- CROSS REFERENCE IS MADE TO THE FOLLOWING SURVEYS: SMITH NEUBECKER & ASSOCIATES INC. JOB 3111 (DUNNHILL APARTMENTS); PHILLIP O. TAPP & COMPANY, INC. JOB 6138 (DUNNHILL APARTMENTS).
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. EVIDENCE OF EASEMENTS HAVE NOT BEEN LOCATED IN THE FIELD AND ARE NOT SHOWN ON THIS DRAWING.
- ALL LOTS ZONED PUD (PLANNED UNIT DEVELOPMENT)

OWNER OF RECORD
CAREGENCY DUNNHILL JV LLC, A DELAWARE LIMITED LIABILITY COMPANY
INST 2017010298
INST 2017010299
INST 2017010270

ADDRESS TABLE
LOT 42 405 EAST 17TH STREET
LOT 55 1400 NORTH GRANT STREET
LOT 78 307 EAST 18TH STREET

SETBACKS
FRONT YARD - 15 FEET
SIDE YARD - 15 FEET (10 FEET RESIDENTIAL)
REAR YARD - 15 FEET (10 FEET RESIDENTIAL)



BASIS OF BEARINGS:
INDIANA STATE PLANE,
WEST ZONE

Smith Brehob & Associates, Inc.
453 S. Clariz Boulevard
Bloomington, Indiana, 47401
Telephone: (812) 336-6536
Fax: (812) 336-0513
Web: <http://smithbrehob.com>
Job: 5212
Date: 9/26/17



Board of Public Works Staff Report

Project/Event: Request from HM Mac to extend temporary closure of 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/Brian Roberts

Date: January 9, 2018

Report: On November 28th, 2017 HM Mac originally came to the Board to request permission to close a portion of North College Avenue. Due to weather delays and an expansion of scope, the project will need to continue until January 12, 2018.

Recommendation and Supporting Justification: There are properties on the east and west side of this block. HM Mac has contacted property owners and residents to inform them of the closure. Part of the reason for the delay is that a property owner to the south is using this opportunity to have utility work done on their property as well. Staff recommends approval of the extension.

Recommend **Approval** **Denial** by Dan Backler

MEMORANDUM

TO: BOARD OF PUBLIC WORKS
FROM: RICK DIETZ
SUBJECT: INFORMATION TECHNOLOGY SURPLUS
DATE: 11/22/2017
CC: JACQUELYN MOORE

Board Members,

The City of Bloomington Information & Technology Services ("ITS") Department purchases and provides information and communications technology tools for city ITS operations and for a significant portion of City employees in order to support their work on behalf of the City. These devices (phones, computers, servers, printers, etc.) all have limited life cycles; and as these devices become inoperable and/or outdated they are reclaimed by ITS and replaced. ITS has accumulated a number of devices, which ITS wishes to dispose of as surplus personal property.

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

We are requesting the Board of Public Works to declare these items as surplus to allow ITS to dispose of them.

Thanks for your consideration.

Warm regards,

Rick Dietz, Director
Information & Technology Services
City of Bloomington
dietzr@bloomington.in.gov

**BOARD OF PUBLIC WORKS
RESOLUTION 2017-100**

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

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

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

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

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

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

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

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

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

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

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

1. The equipment contained in Exhibit A is hereby declared to be surplus personal property.
2. The value of the equipment contained in Exhibit A is assessed to be less than five thousand dollars (\$5,000).
3. The costs of transporting this equipment and conducting a private sale exceeds the value of the equipment.
4. The equipment contained in Exhibit A is therefore determined to be worthless and, pursuant to Indiana Code § 5-22-22-8, may be demolished or junked.

PASSED AND ADOPTED by the City of Bloomington Board of Public Works this _____
day of _____, 2017.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Kelly M. Boatman, Vice President

Dana Palazzo, Secretary

Attest: _____
Rick Dietz, Director
Information & Technology Services

IT Department

Recycle 4 - 2017

Lot ID: 13 Date: 08/29/2017 Recycle

Recycle Items List

Asset ID	Asset No.	Serial No.	Name	Category	Division	Installed Date	Date	Description	Weight	Recycle Location
4826	105092		4050TN	NetworkPrinter			11/02/2017	HP Laserjet printer		Recycle 4 - 2017
4812	N/A		Battery Charger				11/02/2017	Rechargeable battery charger		Recycle 4 - 2017
4811	N/A		Battery Charger	Other			11/02/2017	Rechargeable battery charger		Recycle 4 - 2017
4810	N/A		Cell Phone	Other			11/02/2017	Non Flip Phone		Recycle 4 - 2017
4808	N/A		Nikon	Camera			11/02/2017			Recycle 4 - 2017
4807	N/A		Nikon	Camera			11/02/2017			Recycle 4 - 2017
4806	N/A		Camera	Camera			11/02/2017			Recycle 4 - 2017
4805		C0AA12310	PV-C2540	TV			11/02/2017	Panasonic TV		Recycle 4 - 2017
4804	N/A		PLNDataVac	Other			11/02/2017			Recycle 4 - 2017
4803			SPN55527	Other			11/02/2017	Canon Fax		Recycle 4 - 2017
4802		9F15B04848	Dynex Router	Other			11/02/2017	Dynex Router		Recycle 4 - 2017
4801			Network Hub	Other			11/02/2017	8 Port 10BaseT hub		Recycle 4 - 2017
4800		2-410026	DA-11278	Other			11/02/2017	Winegard TV Amp		Recycle 4 - 2017
4813	N/A		Battery	Other			11/02/2017	Rechargeable battery		Recycle 4 - 2017
4814	N/A		Battery	Other			11/02/2017	Rechargeable battery		Recycle 4 - 2017
4630	030225		BLU030225		Blucher Poole		11/02/2017	Printer B&W		Recycle 4 - 2017
4825		J5P267555	ML100	Other			11/02/2017	Brother Typewriter		Recycle 4 - 2017
4824	030617	J4903-80099	HP 2824	Switch			11/02/2017	HP Procurve Switch		Recycle 4 - 2017
4823	N/A		Wide Camera Lens	Other			11/02/2017	Wide camera lens		Recycle 4 - 2017
4822			2 Mice	Mouse			11/02/2017	2 Mice		Recycle 4 - 2017
4821			5 keyboards	Keyboard			11/02/2017	5 keyboards		Recycle 4 - 2017
4820	N/A		Speakers	Other			11/02/2017	5 sets of computer speakers		Recycle 4 - 2017
4819	N/A		Battery	Other			11/02/2017	Rechargeable battery		Recycle 4 - 2017
4809	N/A		Cell Phone	Other			11/02/2017	Flip Phone		Recycle 4 - 2017
4815	N/A		Battery	Other			11/02/2017	Rechargeable battery		Recycle 4 - 2017
4816	N/A		Battery	Other			11/02/2017	Rechargeable battery		Recycle 4 - 2017
4817	N/A		Battery	Other			11/02/2017	Rechargeable battery		Recycle 4 - 2017
4818	N/A		Battery	Other			11/02/2017	Rechargeable battery		Recycle 4 - 2017
4790		GFA08474	PTZ Network Camera	Camera			11/01/2017	Network Camera		Recycle 4 - 2017
4789		17367	EIDC	Other			11/01/2017	Ethernet Converter		Recycle 4 - 2017
4788	070349		070349	Wireless Access Point			11/01/2017	WiFi Antenna		Recycle 4 - 2017
4787		USJC126465	HP Laserjet	NetworkPrinter			11/01/2017	Laserjet 1100 printer		Recycle 4 - 2017
4786	120037		120037	Docking Station			11/01/2017	Docking Station		Recycle 4 - 2017
3116	110115	CPZAO2002435	clk110115	UPS	Council Office		11/01/2017	UPS		Recycle 4 - 2017
4784	040305	BB0418018776	040305	UPS			11/01/2017	UPS		Recycle 4 - 2017
4785	100997		100997	UPS			11/01/2017	UPS		Recycle 4 - 2017
4792		LZ003HC19A L	Dell Mouse	Mouse			11/01/2017	Mouse		Recycle 4 - 2017

4791		CN-011D3V	Dell Mouse	Mouse			11/01/2017	Mouse		Recycle 4 - 2017
4799		16225	EIDC	Other			11/01/2017	Ethernet Converter		Recycle 4 - 2017
4798		52223	EIDC	Other			11/01/2017	Ethernet Converter		Recycle 4 - 2017
4797		16257	EIDC	Other			11/01/2017	Ethernet Converter		Recycle 4 - 2017
4796		16256	EIDC	Other			11/01/2017	Ethernet Converter		Recycle 4 - 2017
4795		16276	EIDC	Other			11/01/2017	Ethernet Converter		Recycle 4 - 2017
4794		16192	EIDC	Other			11/01/2017	Ethernet Converter		Recycle 4 - 2017
4793		16277	EIDC	Other			11/01/2017	Ethernet Converter		Recycle 4 - 2017
4158	100466	AALMTF051093	TLR100466	LCD 1	Twin Lakes Recreation Center		10/31/2017	LCD		Recycle 4 - 2017
4563	020042		DIL020042	NetworkPrinter	Dillman		10/26/2017	Printer		Recycle 4 - 2017
4651	070006		BLU070006	UPS	Blucher Poole		10/26/2017	UPS		Recycle 4 - 2017
4757	N/A		Terrawave	Wireless Access Point			10/25/2017	WAP		Recycle 4 - 2017
4758	N/A	V7830100010	Remote Communication Gate				10/25/2017	Wap controller		Recycle 4 - 2017
4759			Terrawave	Wireless Access Point			10/25/2017	WAP		Recycle 4 - 2017
4761	070064	CN-0DC323-71618-71B-B446	ITS070064	LCD 1	IT		10/25/2017	Monitor		Recycle 4 - 2017
4760			Terrawave	Wireless Access Point			10/25/2017	WAP		Recycle 4 - 2017
4762	100061	CN-01PTX3-64180-9BA-0JGS	ITS100061	LCD 1	IT		10/25/2017	Monitor		Recycle 4 - 2017
4763	100031		ITS100031	UPS	IT		10/25/2017	UPS		Recycle 4 - 2017
4764	130310		ITS130310	UPS	IT		10/25/2017	UPS		Recycle 4 - 2017
4765	060170		ITS060170	UPS	IT		10/25/2017			Recycle 4 - 2017
4766	070013		ITS070013	UPS	IT		10/25/2017	UPS		Recycle 4 - 2017
4585	120010		TWL120010	Docking Station	Twin Lakes		10/25/2017	Docking Station		Recycle 4 - 2017
4736	080160	2CE81733ND	ITS080160	Laptop	IT		10/18/2017			Recycle 4 - 2017
4735	N/A	AB5660	Plantronics	Other			10/18/2017	Headset Adapter for Phone		Recycle 4 - 2017
4734	N/A	AB5778	Plantronics	Other			10/18/2017	Headset Adapter for Phone		Recycle 4 - 2017
4733	080042		ITS080042	LCD 1	IT		10/18/2017	Monitor		Recycle 4 - 2017
4737	090194	FTX1318T1QV	ITS090194	Wireless Access Point	IT		10/18/2017	WAP		Recycle 4 - 2017
4738	130123	DN154602Z9	ITS130123	Other	IT		10/18/2017			Recycle 4 - 2017
4739	N/A	65003043	Uniden	Other			10/18/2017	Radio		Recycle 4 - 2017
3819	070057	H2107203667W0	UPR070057	UPS	Purchasing		10/18/2017	UPS		Recycle 4 - 2017
4448	101454	AALMTF051585	ASH101454	LCD 1	Animal Shelter		10/18/2017			Recycle 4 - 2017
4741	N/A	04985	Winegard	Other			10/18/2017	Distribution Amplifier		Recycle 4 - 2017
4458	101005		SAN101005	UPS	Sanitation		10/16/2017			Recycle 4 - 2017
4729	100015		ITS100015	UPS	IT		10/16/2017			Recycle 4 - 2017
3489	100472		PRS100472	LCD 1	Parks and Recreation		10/16/2017	MONITOR		Recycle 4 - 2017
2913	070309	CN0WH3187287273R191C	ITS070309	LCD 1	IT		10/16/2017	LCD		Recycle 4 - 2017
4728	N/A	85000397136	Acer Monitor	LCD 1			10/16/2017	Monitor		Recycle 4 - 2017
4727	N/A	SG432NV12Q	HP Switch	Switch			10/16/2017			Recycle 4 - 2017
4726	040037	SG314NV2DH	ITS040037	Switch	IT		10/16/2017	Switch		Recycle 4 - 2017
3153	110090		PLN110090	Scanner	Planning		10/16/2017	Scanner		Recycle 4 - 2017
4057	040430		POA040430	UPS	Police Administrator		10/12/2017			Recycle 4 - 2017
3966	040348		POD040348	UPS	Detectives		10/12/2017			Recycle 4 - 2017

3281	070136	CN0FJ1816418 071U67LS	LGL070136	LCD 1	Legal		10/12/2017	Monitor		Recycle 4 - 2017
4712	100073		ITS100073	UPS	IT		10/12/2017	UPS		Recycle 4 - 2017
4713	100049		ITS100049	UPS	IT		10/12/2017			Recycle 4 - 2017
3657	110116		CLK110116	UPS	Council Office		10/12/2017	UPS		Recycle 4 - 2017
3283	090271		LGL090271	UPS	Legal		10/12/2017	UPS		Recycle 4 - 2017
3404	040300		CFR040300	UPS	Community and Family Resources		10/12/2017	UPS		Recycle 4 - 2017
4714		DR9V3A30005 20	WAP	Wireless Access Point			10/12/2017			Recycle 4 - 2017
4715		DR9V3A60010 37	WAP	Wireless Access Point			10/12/2017			Recycle 4 - 2017
4723	050009		ITS050009	Network Printer	IT		10/12/2017	Printer		Recycle 4 - 2017
4722	070118		ITS070118	LCD 1	IT		10/12/2017			Recycle 4 - 2017
4721		2005DJ2227	Wireless Mouse	Mouse			10/12/2017			Recycle 4 - 2017
4720			Mobile Printer	Other			10/12/2017			Recycle 4 - 2017
4719	110152		ITS110152	UPS	IT		10/12/2017			Recycle 4 - 2017
4718			Air Card	Other			10/12/2017	Wireless Air Card		Recycle 4 - 2017
4717			Air Card	Other			10/12/2017	Wireless Air Card		Recycle 4 - 2017
4129	100003		POT100003	Wireless Access Point			10/12/2017			Recycle 4 - 2017
4088	120061		POT120061	Monitor			09/28/2017			Recycle 4 - 2017
4111	090058		POT090058	Monitor			09/28/2017			Recycle 4 - 2017
4093	090054		POT090054	Monitor			09/28/2017			Recycle 4 - 2017
4090	060094		POT060094	Monitor			09/28/2017			Recycle 4 - 2017
4096	060096		POT060096	Monitor			09/28/2017			Recycle 4 - 2017
4092	050005		POT050005	Monitor			09/28/2017			Recycle 4 - 2017
4683	090089		HP	LCD 1			09/28/2017			Recycle 4 - 2017
4115	090035		POT090035	Monitor			09/28/2017			Recycle 4 - 2017
3624	070109		PRS070109	LCD 1	Parks and Recreation		09/28/2017	MONITOR		Recycle 4 - 2017
4101	050017		POT050017	Monitor			09/28/2017			Recycle 4 - 2017
62	120061	GV9RLS1	por120061	Desktop	Dispatch	08/02/2012	09/28/2017	AT/AT COMPATIBLE		Recycle 4 - 2017
4123	090078		POT090078	Laptop			09/28/2017			Recycle 4 - 2017
4114	060090		POT060090	Monitor			09/28/2017			Recycle 4 - 2017
4112	090044		POT090044	Monitor			09/28/2017			Recycle 4 - 2017
4094	050003		POT050003	Monitor			09/28/2017			Recycle 4 - 2017
4086	050018		POT050018	Monitor			09/28/2017			Recycle 4 - 2017
4087	050031		POT050031	Monitor			09/28/2017			Recycle 4 - 2017
4103	080298		POT080298	Monitor			09/28/2017			Recycle 4 - 2017
4097	090063		POT090063	Monitor			09/28/2017			Recycle 4 - 2017
4100	090059		POT090059	Monitor			09/28/2017			Recycle 4 - 2017
4110	050002		POT050002	Monitor			09/28/2017			Recycle 4 - 2017
4102	090049		POT090049	Monitor			09/28/2017			Recycle 4 - 2017
4099	090068		POT090068	Monitor			09/28/2017			Recycle 4 - 2017
4685	900002		its900002		IT		09/28/2017	Fax Machine		Recycle 4 - 2017
4686	900003		its900003		IT		09/28/2017	Fax Machine		Recycle 4 - 2017
4687	900004		its900004		IT		09/28/2017	Fax Machine		Recycle 4 - 2017
6479	020002		Back Room Printer B&W (HP LaserJet 4100 Series PCL6)	Printer		08/19/2016	09/28/2017	Back Room Printer B&W (HP LaserJet 4100 Series PCL6)		Recycle 4 - 2017

4688	110135		ITS110135	UPS	IT		09/28/2017	UPS		Recycle 4 - 2017
4689	110144		its110144	UPS	IT		09/28/2017	UPS		Recycle 4 - 2017
3645	130510	CQYCP2009949	frs130510	UPS	Frank Southern		09/28/2017	UPS		Recycle 4 - 2017
9	120190	JJKVNW1	its-cressm	Desktop	Detectives	05/08/2013	09/28/2017	AT/AT COMPATIBLE		Recycle 4 - 2017
2974	130066		ITS130066	Desktop	IT		09/28/2017	Desktop		Recycle 4 - 2017
4684	900001		its900001	Other	IT		09/28/2017	Typewriter		Recycle 4 - 2017
4098	050004		POT050004	Monitor			09/28/2017			Recycle 4 - 2017
1081	130130	CK93FX1	hnd130130	Desktop	HAND	05/08/2013	09/28/2017	AT/AT COMPATIBLE		Recycle 4 - 2017
4089	120056		POT120056	Monitor			09/28/2017			Recycle 4 - 2017
4125	130133		POT130133	Laptop			09/28/2017			Recycle 4 - 2017
4124	130119		POT130119	Laptop			09/28/2017			Recycle 4 - 2017
4127	110190		POT110190	Laptop			09/28/2017			Recycle 4 - 2017
4126	110187		POT110187	Laptop			09/28/2017			Recycle 4 - 2017
4091	090051		POT090051	Monitor			09/28/2017			Recycle 4 - 2017
4128	120209		POT120209	Laptop			09/28/2017			Recycle 4 - 2017
4109	050001		POT050001	Monitor			09/28/2017			Recycle 4 - 2017
3069	040360	JB0415019340	CLK040360	UPS	Council Office		09/27/2017	UPS		Recycle 4 - 2017
4662		CN-0DJ454-71581-45F-04LA-A01	UCT Keyboard	Keyboard	Utility		09/27/2017	Keyboard		Recycle 4 - 2017
4663		CN-09RRC7-48729-35D-0L7D	UCT Mouse	Mouse	Utility		09/27/2017	Mouse		Recycle 4 - 2017
3268	130104	303NDHBJ2249	PLN130104	LCD 1	Planning		09/27/2017	LCD		Recycle 4 - 2017
3777	120141	CQYBT2003635	ucs120141	UPS	Customer Services		09/27/2017	UPS		Recycle 4 - 2017
4667	090283	9815BY0BC614000725	UCS090283	UPS	Customer Services		09/27/2017			Recycle 4 - 2017
4388	110100		ASH110100	NetworkPrinter	Animal Shelter		09/27/2017			Recycle 4 - 2017
3505	070099		PRS070099	LCD 1	Parks and Recreation		09/14/2017	MONITOR		Recycle 4 - 2017

IT Department
Recycle Lot 5 - 2017
 Recycled Items List

Asset ID	Asset Num	Serial #	Name	Category	Division	Installed Date	Date
<u>46</u>	120060	GVCNLS1	por120060	Desktop	Dispatch	8/2/2012	10/26/2017
<u>539</u>	130492	1YLZWY1	tlr130492	Laptop	Twin Lakes Recreation Center	2/27/2013	10/25/2017
<u>634</u>	130438	27T7BZ1	tlr130438	Desktop	Twin Lakes Recreation Center	9/15/2015	10/25/2017
<u>2016</u>	130447	27F8BZ1	tlr130447	Desktop	Twin Lakes Recreation Center	5/8/2013	10/25/2017
<u>1076</u>	130131	CMM2FX1	hnd130131	Desktop	HAND	5/8/2013	10/25/2017
<u>1113</u>	130145	4W9MFX1	otm130145	Desktop	Office of the Mayor	5/8/2013	10/25/2017
<u>549</u>	120032	HY7CKS1	por120032	Desktop	Dispatch	4/3/2014	10/23/2017
<u>1170</u>	130142	4PKJFX1	esd130142	Desktop	Economic & Sustainable Development	5/8/2013	10/12/2017
<u>3017</u>	80287	CNK83203R2	ITS080287	Monitor	IT		10/12/2017
<u>1068</u>	130146	4PGLFX1	hnd130146	Desktop	HAND	5/8/2013	10/10/2017
<u>2</u>	100326	BN47MM1	str100326	Desktop	Street	2/12/2010	9/28/2017
<u>2966</u>	100260		ITS100260	Desktop	IT		9/28/2017
<u>3280</u>	120074		LGL120074	Desktop	Legal		9/28/2017
<u>1186</u>	110270	80PVTR1	its110270	Desktop	IT	7/30/2012	9/28/2017
<u>63</u>	120054	GVBMLS1	por120054	Desktop	Dispatch	8/2/2012	9/28/2017
<u>106</u>	120058	GVBNLS1	por120058	Desktop	Dispatch	12/31/2012	9/28/2017
<u>38</u>	120057	GV5MLS1	por120057	Desktop	Dispatch	8/2/2012	9/28/2017
<u>168</u>	110314	CKBNXR1	tra110314	Desktop	Traffic	7/30/2012	9/28/2017
<u>101</u>	120052	GV6MLS1	por120052	Desktop	Dispatch	8/2/2012	9/28/2017
<u>344</u>	120056	GVCQLS1	por120056	Desktop	Dispatch	8/2/2012	9/28/2017
<u>3032</u>	130140		ITS130140	Desktop	IT		9/28/2017
<u>34</u>	120055	GV5RLS1	por120055	Desktop	Dispatch	8/2/2012	9/28/2017
<u>1102</u>	130183	BSC07Y1	cfr130183	Desktop	Community and Family Resources	5/8/2013	9/27/2017
<u>2343</u>	130065	1VWGXC1	cfr130065	Desktop	Community and Family Resources	10/24/2014	9/27/2017
<u>1254</u>	130082	1VSHCX1	cfr130082	Desktop	Community and Family Resources	12/20/2012	9/27/2017
<u>1250</u>	130070	1VWFCX1	cfr130070	Desktop	Community and Family Resources	12/20/2012	9/27/2017

IT Department
Recycle Lot 5 - 2017
 Recycled Items List

Asset ID	Asset Num	Serial #	Name	Category	Division	Installed Date	Date
<u>1237</u>	130077	1VVHCX1	dhcp-cityhall-101-68	HttpDevice	Community and Family Resources	12/20/2012	9/27/2017
<u>1094</u>	130072	1VSGCX1	cfr130072	Desktop	Community and Family Resources	12/20/2012	9/27/2017
<u>563</u>	130075	1VTFCX1	cfr130075	Desktop	Community and Family Resources	12/20/2012	9/27/2017
<u>4664</u>		HP1950-2024	UTD Automobile Adapter	Other	Utility		9/27/2017
<u>3482</u>	130067		CFR130067	UPS	Community and Family Resources		9/26/2017

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/5/2018	Payroll				408,985.12
					<u>408,985.12</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 408,985.12

Dated this _____ **day of** _____ **year of 20**_____.

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

Fiscal Office _____



Board of Public Works Staff Report

Project/Event: Change Orders #3 through #6 for 2nd Street/College Avenue & 3rd Street/Woodscrest Drive Traffic Signal Replacements

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Matt Smethurst

Meeting Date: January 9, 2018

Change Orders #3 through #6 consist of claims for additional work performed and material changes that were not part of the original contract.

There were four claims submitted by the contractor for additional work performed and material changes totaling \$9,772.71. The claims are for Class X Excavation, Street Patch Material Changes, Installing an Additional Pedestrian Push Button, and for Concrete Pavement Removal.

The original contract amount for the project was \$790,498.31. Change Orders #3 through #6 will result in an increase to the contract of \$9,772.71. The new contract sum including these change orders will be \$803,816.02.

This project is locally funded.

Staff has reviewed the proposed change orders and recommends approval of Change Orders #3 through #6 for the 2nd Street/College Avenue & 3rd Street/Woodscrest Drive Traffic Signal Replacements.

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

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

Contract Information

District:SEYMOUR DISTRICT

Contract No.: T -38340

AE:Wren, Rachel

Letting Date:04/05/2017

PE/S:Greene, Shawn

Status:Pending

Change Order Information

Date Generated: 11/14/2017

Change Order No.: 003

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: CHANGED COND, Constructability Related

Description: Signal Fdn Class X Excavation

Original Contract Amount	\$ 790,498.31	
Current Change Order Amount	\$ 2,000.00	Percent: 0.253 %
Total Previous Approved Changes	\$ 3,545.00	Percent: 0.449 %
Total Change To-Date	\$ 5,545.00	Percent: 0.702 %
Modified Contract Amount	\$ 796,043.31	

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 11/23/2017 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

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

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

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

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

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

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No:T -38340
Change Order No:003

INDIANA
Department of Transportation

Date:11/14/2017
Page: 3

Contract: T -38340
Project: 1500381 - State:150037600LC5
Change Order Nbr: 003
Change Order Description: Signal Fdn Class X Excavation
Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0128	1500381	0128	206-51215	CYS	500.000	1.000	C	Amount:\$ 500.00
Item Description: EXCAVATION X								
Supplemental Description1:								
Supplemental Description2:								
0129	1500381	0129	110-07025	EACH	1,500.000	1.000	C	Amount:\$ 1,500.00
Item Description: MOBILIZATION AND DEMOBILIZATION								
Supplemental Description1: MOBILIZATION AND DEMOBILIZATION FOR CLASS X EXCAVATION								
Supplemental Description2:								

Total Value for Change Order 003 = \$ 2,000.00

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

General or Standard Change Order Explanation

Impact - While drilling the signal foundation in the NW Quadrant of 3rd street and Woodscrest avenue James H Drew forces encountered Class X Excavation which in this case was limestone rock for the last 12 inches of the 16 feet foundation excavation. This is the same issue that happened on the other intersection for this project. On that intersection after a series of discussions with the INDOT AE City PM Design Engineer it was decided to continue the excavation to plan depth. Therefore we will use the same backup documentation for this foundation. Refer to that change order 02 for further details. No additional equipment was used for this removal however a different rock auger was already brought out due to expectation of hitting rock and it had to be installed and then used to remove the rock.

General or Standard Change Order Explanation

Entitlement - Per INDOT Standard Specification 206.11 line 286 If class X excavation is encountered at locations for traffic signal foundations, and there is no contract unit price for class X excavation, payment will be made as follows: 1. \$500.00 if the quantity of class X excavation is less than or equal to 1 cubic yard per foundation. 2. \$500.00 per cu yd for all quantities over 1 cubic yard. In addition to the payment for class X excavation at sign foundations, traffic signal foundations, and highway illumination foundations when there is no contract unit price for class X excavation, a mobilization and demobilization payment for class X excavation will be paid in the amount of \$1,500.00 per occurrence. Bound by this specification this is how we must process this change order.

General or Standard Change Order Explanation

Cost- No original pay item exists for this work and therefore a change order is needed to add these items to the 3rd and Woodscrest project and thus complete this work. Payment will be made based on the INDOT standard specification for the removal of the class x excavation without contractor pricing and instead specifies standard unit rates shown in the paragraph above. This single foundation had less than 1 CYS of class x excavation. This shall be paid for as 1 CYS of Class X Excavation per specification.

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: _____

Signed By: _____

Date: _____

Contract No:T -38340
Change Order No:003

INDIANA
Department of Transportation

Date:11/14/2017
Page: 4

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

Contract No:T -38340
Change Order No:003

INDIANA
Department of Transportation

Date:11/14/2017
Page: 5

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Greene, Shawn	00/00/0000	Action Pending

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

Contract Information

District:SEYMOUR DISTRICT

Contract No.: T -38340

AE:Wren, Rachel

Letting Date:04/05/2017

PE/S:Greene, Shawn

Status:Draft

Change Order Information

Date Generated: 11/14/2017

Change Order No.: 004

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: SCOPE CHANGES, Material Related

Description: Patch Material Change- No Cost Change to Bloomington Std

Original Contract Amount \$ 790,498.31

Current Change Order Amount \$ 0.00

Percent: 0.000 %

Total Previous Approved Changes \$ 3,545.00

Percent: 0.449 %

Total Change To-Date \$ 3,545.00

Percent: 0.449 %

Modified Contract Amount \$ 794,043.31

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 11/23/2017 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

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

Review and Approval Information

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

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

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

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

Date to PM _____ Date Returned _____

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

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No:T -38340
Change Order No:004

INDIANA
Department of Transportation

Date:11/29/2017
Page: 3

Contract: T -38340
Project: 1500376 - 1500381 - State:150037600LC5
Change Order Nbr: 004
Change Order Description: Patch Material Change- No Cost Change to Bloomington Std
Reason Code: SCOPE CHANGES, Material Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0131	1500376	0097	506-06333	SYS	107.250	162.238	C	Amount:\$ 17,400.02
Item Description: PCCP PATCHING FULL DEPTH								
Supplemental Description1: pavement patch using conc. instead of HMA								
Supplemental Description2: hma patching, type C will not be used								
0132	1500381	0096	506-06333	SYS	0.000	16.783	C	Amount:\$ 0.00
Item Description: PCCP PATCHING FULL DEPTH								
Supplemental Description1: replacing hma patching with PCCP PATCHING FULL DEPTH								
Supplemental Description2:								

Total Value for Change Order 004 = \$ 17,400.02

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

Impact - On October 16 2017 Garrett Gough of E and B paving requested a change from the planned paving detail at both project intersection. Garrett requested the 2 feet wide patching area in front of the curb and gutters be patched with concrete and 1.5 inches of HMA surface be placed on the concrete patch to avoid compacting issues typically encountered with a full depth HMA patch in a small area where equipment cannot access and compact very well. The contractor presented the typical detail accepted by the City of Bloomington for instances just like this as the alternative to the project plans and specifications.

General or Standard Change Order Explanation

Entitlement - The request was forwarded by the Michael Baker Project Supervisor Shawn Greene to the City PM, Design Engineer, INDOT PM, INDOT AE for review and approval on October 18 2017. All were in favor and expressed no objection to the change as suggested.

General or Standard Change Order Explanation

Cost - The contractor proposed a no cost change order to complete this work. The contractor requested payment by subtracting the amount of HMA cost that would have been installed and replacing it with a new item of the exact amount to cover the cost of the concrete volume. Therefore the change order will be paid by using a theoretical amount of the existing pay item in this area because SiteManager will not add a line item for a zero dollar Change Order.

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: _____

Signed By: _____

Date: _____

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

Contract No:T -38340
Change Order No:004

INDIANA
Department of Transportation

Date:11/29/2017
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level Name of Approver Date Status

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

Contract Information

District:SEYMOUR DISTRICT

Contract No.: T -38340

AE:Wren, Rachel

Letting Date:04/05/2017

PE/S:Greene, Shawn

Status:Pending

Change Order Information

Date Generated: 11/14/2017

Change Order No.: 005

Date Approved: 00/00/0000

EWA: N or Force Acct: N

Reason Code: ERRORS & OMISSIONS, Design/Plan Related

Description: Additional Push Button Base and related items to meet ADA

Original Contract Amount

\$ 790,498.31

Current Change Order Amount

\$ 5,739.08

Percent: 0.726 %

Total Previous Approved Changes

\$ 3,545.00

Percent: 0.449 %

Total Change To-Date

\$ 9,284.08

Percent: 1.175 %

Modified Contract Amount

\$ 799,782.39

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0

SP Days Value \$ 0.00

Previous Time Approved

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

SS Days _____

SP Days Value \$ _____

Revised Contract Time

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

SS Date 00/00/0000

or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

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

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

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

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

Date to PM _____ Date Returned _____

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

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No:T -38340
Change Order No:005

INDIANA
Department of Transportation

Date:11/29/2017
Page: 3

Contract: T -38340
Project: 1500381 - State:150037600LC5
Change Order Nbr: 005
Change Order Description: Additional Push Button Base and related items to meet ADA
Reason Code: ERRORS & OMISSIONS, Design/Plan Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0015	1500381	0004	202-52710	SYS	13.500	9.080	C	Amount:\$ 122.58
Item Description: SIDEWALK CONCRETE, REMOVE Supplemental Description1: Supplemental Description2:								
0039	1500381	0023	604-08086	SYS	160.000	15.400	C	Amount:\$ 2,464.00
Item Description: CURB RAMP, CONCRETE Supplemental Description1: Supplemental Description2:								
0086	1500381	0055	805-02645	EACH	1,534.000	1.000	C	Amount:\$ 1,534.00
Item Description: SIGNAL PEDESTAL FOUNDATION, A Supplemental Description1: Supplemental Description2:								
0088	1500381	0057	805-04133	EACH	801.000	1.000	C	Amount:\$ 801.00
Item Description: SIGNAL POLE, PEDESTAL, 12FT Supplemental Description1: Supplemental Description2:								
0104	1500381	0067	805-11817	EACH	792.000	1.000	C	Amount:\$ 792.00
Item Description: PEDESTRIAN PUSH BUTTON, APS Supplemental Description1: Supplemental Description2:								
0108	1500381	0071	805-78485	LFT	1.700	15.000	C	Amount:\$ 25.50
Item Description: SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA Supplemental Description1: Supplemental Description2:								

Total Value for Change Order 005 = \$ 5,739.08

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

Impact - On 11-10-2017 the City of Bloomington PM Matt Smethurst during a routine site visit noticed the need for an relocated pedestrian push button and related hardware at the SW quadrant of the 3rd Street and Woodscrest intersection to facilitate crossings of the 3rd street direction of the intersection. The planned push button location was too far away at 17 feet from the front of the curb. The new location is approximately 6 feet from the face of curb and better meets the needs of the pedestrians under the ADA PROWAG requirements. At the same intersection on the same date the City of Bloomington PM Matt Smethurst requested a widened sidewalk ramp in the NE quadrant of the same intersection intersection. The sidewalk widening change was needed due to the new signal foundation strain pole that was shifted away from the face of curb to avoid a 12 inch storm sewer that was not known in this location until site excavation on 10-28-2017.

General or Standard Change Order Explanation

Entitlement - No plan quantities were available or expected for this work. Therefore this is considered additional work to the contract and falls under the INDOT SS 109.05 Payment for Extra Work. It states extra work performed in accordance with 104.03 will be paid for by one of the following methods (a) Agreed Price Extra work will be paid for at the agreed upon unit prices. A request was made by the Michael Baker Project Supervisor Shawn Greene to have the contractor submit pricing for these changes.

General or Standard Change Order Explanation

Contract No:T -38340
Change Order No:005

INDIANA
Department of Transportation

Date:11/29/2017
Page: 4

Cost - After review of the contractors prices submitted they were found to be within the INDOT historic price averages for similar quantity location and material.

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: _____

Signed By: _____

Date: _____

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

APPROVED FOR LOCAL PUBLIC AGENCY

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

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Greene, Shawn	00/00/0000	Action Pending

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

Contract Information

District:SEYMOUR DISTRICT

Contract No.: T -38340

AE:Wren, Rachel

Letting Date:04/05/2017

PE/S:Greene, Shawn

Status:Pending

Change Order Information

Date Generated: 00/00/0000

Change Order No.: 006

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: CHANGED COND, Materials Related

Description: Concrete Pavement Removal

Original Contract Amount

\$ 790,498.31

Current Change Order Amount

\$ 2,033.63

Percent: 0.257 %

Total Previous Approved Changes

\$ 3,545.00

Percent: 0.449 %

Total Change To-Date

\$ 5,578.63

Percent: 0.706 %

Modified Contract Amount

\$ 796,076.94

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0

SP Days Value \$ 0.00

Previous Time Approved

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

SS Days _____

SP Days Value \$ _____

Revised Contract Time

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

SS Date 00/00/0000

or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

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

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

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

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

Date to PM _____ Date Returned _____

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

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No:T -38340
Change Order No:006

INDIANA
Department of Transportation

Date:12/18/2017
Page: 3

Contract: T -38340
Project: 1500376 - State:150037600LC5
Change Order Nbr: 006
Change Order Description: Concrete Pavement Removal
Reason Code: CHANGED COND, Materials Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0036	1500376	0025	502-11564	SYS	63.000	4.900	C	Amount:\$ 308.70
Item Description: PCCP, 7 IN.								
Supplemental Description1:								
Supplemental Description2:								
0130	1500376	0096	202-02240	SYS	27.250	63.300	C	Amount:\$ 1,724.92
Item Description: PAVEMENT REMOVAL								
Supplemental Description1: concrete pavement removal								
Supplemental Description2:								

Total Value for Change Order 006 = \$ 2,033.62

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

Impact - On 11-13-2017 E and B Paving removed the existing HMA at the NW corner of the 2nd Street and College Avenue intersection and discovered unexpected concrete beneath approximately 8 inches of asphalt that had to be removed to facilitate placing the new curb and gutter. The Michael Baker Project Supervisor Shawn Greene immediately contacted the City of Bloomington PM Matt Smethurst to notify him of this changed condition who agreed to proceed with the change. Additionally in the same intersection on the same date the City of Bloomington PM Matt Smethurst noticed an area where traffic was turning and driving over the new curb into the new grass. To prevent future damage to the City of Bloomington properly Matt requested the grass area between the sidewalk and the curb be replaced with 7 inches PCCP pavement. The Michael Baker Project Supervisor Shawn Greene directed the contractor to use the existing pay item for this intersection at this location at the plan pay item rate to complete Matts request.

General or Standard Change Order Explanation

Entitlement - No plan quantities were available or expected for the concrete removal work. Therefore this is considered additional work to the contract and falls under the INDOT SS 109.05 Payment for Extra Work. It states extra work performed in accordance with 104.03 will be paid for by one of the following methods (a) Agreed Price. Extra work will be paid for at the agreed upon unit prices and the PCCP will be paid for under the existing pay item. A request was made by the Michael Baker Project Supervisor Shawn Greene to have the contractor submit pricing for the concrete removal.

General or Standard Change Order Explanation

Cost - After review of the contractors prices submitted they were found to be within the INDOT historic price averages for similar quantity location and material.

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: _____

Signed By: _____

Date: _____

Contract No:T -38340
Change Order No:006

INDIANA
Department of Transportation

Date:12/18/2017
Page: 4

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

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Greene, Shawn	00/00/0000	Action Pending



Board of Public Works Staff Report

Project/Event: Approve Time Extension Change Order for the Sare-Rogers Round-a-bout
Petitioner/Representative: Planning and Transportation Department
Staff Representative: Roy Aten
Date: 01/09/2018

Report: INDOT is in the process of closing out some of their old outstanding projects and discovered that the City's Sare and Rogers Round-a-bout Project has one remaining item that needs to be resolved.

At the end of the construction phase of the project, in the Fall of 2012, the City and INDOT pursued 28 days of liquidated damages against the contractor due to a late completion. A subsequent negotiation ensued and it was determined that the contractor was due a time extension of 19 days due to delays caused by the City's Utilities Department in the delivery of materials.

This change order will increase the number of the days for the completion of the project by 19 days.

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

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

Contract No:R -33668

Change Order No.: 001

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

Page: 1

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -33668

AE:Ewing, Douglas

Letting Date:04/18/2012

PE/S:McElroy, Matt

Status:Pending

Change Order Information

Date Generated: 07/25/2014

Change Order No.: 001

Date Approved: 00/00/0000

EWA: N or Force Acct: N

Reason Code: STANDARDS/SPECS CHANGE, Time Related

Description: Time Extension

Original Contract Amount \$ 2,448,477.34

Current Change Order Amount \$ 0.00

Percent: 0.000 %

Total Previous Approved Changes \$ 0.00

Percent: 0.000 %

Total Change To-Date \$ 0.00

Percent: 0.000 %

Modified Contract Amount \$ 2,448,477.34

Time Extension Information

Date Initiated 07/25/2014

Date Completed 07/25/2014

Original Contract Time

SS Completion Date 10/15/2012 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description: Due to delays in receiving materials for the water main from the City of Bloomington Utilities.

Current Time Extension

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

Previous Time Approved

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

SS Days _____ SP Days Value \$ _____

Revised Contract Time

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

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

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

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

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

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

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

LPA Signatures Required? Y / N If Y, Date to LPA 12/8/17 Date Returned _____

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No:R -33668
Change Order No:001

INDIANA
Department of Transportation

Date:12/08/2017
Page: 3

Contract: R -33668
Project: State:0900213
Change Order Nbr: 001
Change Order Description: Time Extension
Reason Code: STANDARDS/SPECS CHANGE, Time Related

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

Contract Completion Date Time Adjustment

Original Completion dt: 10/15/2012 Adj compl dt 11/03/2012 Adj No. of Days 19
Explanation: Due to delays in receiving materials for the water main from the City of Bloomington Utilities.

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

Per review of the original contract proposal and contract drawings, the requirements for the submittal of a lay schedule for the water line was not included in the original contract. The contractor requested 21 additional days for this delay, but after review of the work on the controlling operation, the PS and AE both agreed to an additional 19 days per Section 104.02(b) of the ISS, with these days being added in accordance with Section 108.08(b).1 of the ISS.

General or Standard Change Order Explanation

A contract time adjustment is required for this change and has been addressed herein.
General or Standard Change Order Explanation

The water line to be installed in this contract was funded 100 percent by the LPA, and the material for this work was to be provided by the LPA. At the pre-construction conference, the LPA informed the prime contractor that the material would not be ordered without a lay schedule approved by the City of Bloomington Utilities. The prime contractor provided a lay schedule to the CBU on May 28, 2012, with an approval of the lay schedule by the CBU on June 18, 2012, three days after the prime contractor had scheduled the start of installation of the water line. The material to be provided by the LPA for this work was not delivered to the site until July 2, 2012, with a delay beginning on June 15, 2012, through and including July 1, 2012. Work on the installation of the water line commenced on July 2, 2012, through and including July 15, 2012, with work on the water line delayed again beginning July 16, through and including 17, 2012, as delivery of the balance of the water line material was not delivered until July 17, 2012.

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: Cuda & Cuda, Inc
Date: 12-19-17

Signed By: Brad Badewey

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

Contract No:R -33668
Change Order No:001

INDIANA
Department of Transportation

Date:12/08/2017
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

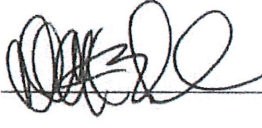
(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S

 12/8/17

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

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

CITY OF BLOOMINGTON
Legal Department
Reviewed By:
Jackie Moore
DATE: 1.2.18

December 4, 2012

Mr. Scott Lentz
Crider and Crider, Inc.
1900 Liberty Drive
Bloomington, IN 47403

RE: Contract Completion Extension Request
INDOT Contract R-33668-A
Project # 0900213
Bloomington, IN

Mr. Lentz,

This letter is in response to the request for extension for the above project from the original completion date of October 15, 2012 submitted by claim letter (Attachment A) on Wednesday, September 29, 2012.

The first extension request was due to the delay in receiving materials related to the installation of the water main. INDOT and I agree that the delay in materials affected the controlling operation set forth in the original project schedule submitted; therefore, we are granting the 17 days requested. We are also willing to grant two additional days for the delay in receiving the balance of materials once installation had already began. See Attachment B for dailies that show progress on critical path items within the timeframe of the four days requested. These added days make the official project completion date November 3, 2012.

The second and third requests were for conflicts with utility relocations and inclement weather conditions, respectively. The utility conflicts were dealt with in a timely manner and did not affect progress with the controlling operation, which at that time was PCCP; therefore, no days will be given for this request. According to INDOT Standards and Specifications, unsuitable weather days must accumulate over the progression of the entire project timeline. Due to the desirable conditions in June, July, and August, these inclement weather days did not accumulate to weather day extensions.

Let me know if you have any questions or need further explanation of changes.

Respectfully,



Matt McElroy, E.I.
CrossRoad Engineers P.C.

cc: Adrian Reid
Doug Ewing
Trent Newport
File



1900 Liberty Drive Bloomington, Indiana 47403 Office: (812) 336-4452 Fax: (812) 333-1434

September 29, 2012

Matt McElroy
Crossroad Engineers, P.C.
3417 Sherman Drive
Beech Grove, IN 46107

RE: Contract R-33668-A Contract Completion Extension Request

Mr. McElroy,

I am writing this letter in regard to the contract completion date set for the above mentioned contract. There are different factors which have prompted this request for additional time to the contract completion date. The first delay incurred while waiting for delivery of the City of Bloomington secured 24" prestressed concrete water main delivery. We scheduled the watermain installation to begin on 6-15-2012 due to its location and depth in relation to other utilities, we did not receive the first shipment until 7-2-2012 resulting in a delay of 17 days. Upon receiving the first delivery we started a continuous operation to install the watermain only to install all materials delivered by 7-12-2012 and had another delay in receiving the balance of materials on 7-17-2012, resulting in an additional 4 day delay.

Another item causing delay were the utility relocation on the northwest corner of Sare and Rogers road. We were delayed 5 days in waiting for Duke Energy to re-locate their facilities as well as 5 days for the City of Bloomington Utilities to lower an existing watermain in the same location.

Due to inclement weather conditions as of 9-29-12 we have lost the dates of September 18-22-23-25-26-27-28 and 29th due to unsuitable weather for work on the controlling operation.

If you have any questions regarding this request please feel free to call, and thank you for your time and attention to this matter.

Again, thank you for your time and attention to this matter.

Respectfully Submitted,



Scott Lentz

I.C. 103

Indiana Department of Transportation
Daily Report and Diary for

Thursday 07/12/2012

District: Seymour

Contract No.: R-33668

Prime Contractor: CRIDER & CRIDER INC

Project Nbr(s): 0900213 1172347

Min. Temp: 64

Max. Temp: 94

Weather: Mostly Sunny

Time Charge: Completion Date

ORGC: 10/15/2012

ADJC: 10/15/2012

Control Op.: 24" Water Main

Frac Day Workable: 8/8,
100%

Contractor: 35-1875662

CRIDER & CRIDER INC

Supervisors: 1

Personnel: 5

Project: 1172347

CLN:	PLN:	Item Description:	Quantity:	Units:	Location:
0104	0012	WATER MAIN, 24 IN. PRESTRESSED CONCRETE CYLINDER PIPE WITH RESTRAINED JOINTS, INCLUDE BACKFILL	106.000	LFT	Through Intersection

Remarks: Installed an approximate 10 degree elbow towards the east edge of the road.

0104	0012	WATER MAIN, 24 IN. PRESTRESSED CONCRETE CYLINDER PIPE WITH RESTRAINED JOINTS, INCLUDE BACKFILL	48.000	LFT	South of Intersection
------	------	---------------------------------------------------------------------------------------------------------	--------	-----	-----------------------

Remarks:

Comments: DWR Work Operations Crider continued to install the 24" Water Main.

Traffic Device Checked: Y

DWR's Entered By: McElroy, Matt

Diary Created By: McElroy, Matt

Report No.: 52

I.C. 103

Indiana Department of Transportation
Daily Report and Diary for

Friday 07/13/2012

District: Seymour

Contract No.: R-33668

Prime Contractor: CRIDER & CRIDER INC

Project Nbr(s): 0900213 1172347

Min. Temp: 64

Max. Temp: 89

Weather: Mostly Sunny

Time Charge: Completion Date

ORGC: 10/15/2012

ADJC: 10/15/2012

Control Op.: Storm Sewer

Frac Day Workable: 8/8,
100%

Contractor:

Supervisors:

Personnel:

Project:

CLN:

PLN:

Item Description:

Quantity: Units:

Location:

Comments: DWR Work Operations Crider worked only on backfilling and covering the 24" Water Main.

Traffic Device Checked: Y

DWR's Entered By: McElroy, Matt

Diary Created By: McElroy, Matt

Report No.: 53

I.C. 103

Indiana Department of Transportation
Daily Report and Diary for

Saturday 07/14/2012

District: Seymour

Contract No.: R-33668

Prime Contractor: CRIDER & CRIDER INC

Project Nbr(s): 0900213 1172347

Min. Temp: 71

Max. Temp: 84

Weather: Mostly Cloudy w/ some rain

Time Charge: Completion Date

ORGC: 10/15/2012

ADJC: 10/15/2012

Control Op.: Storm Sewer

Frac Day Workable: 2/8,
25%

Contractor: 35-1875662

CRIDER & CRIDER INC

Supervisors: 1

Personnel: 2

Project: 0900213

CLN: PLN: Item Description:

Quantity: Units: Location:

0017 0017 TEMPORARY SILT FENCE

91.000 LFT W. Side of Sare

Remarks:

Comments: DWR Work Operations Crider installed silt fence on the west side of Sare Road at the low point in preparations for storm work.

Traffic Device Checked: Y

DWR's Entered By: McElroy, Matt

Diary Created By: McElroy, Matt

Report No.: 54

I.C. 103

Indiana Department of Transportation
Daily Report and Diary for

Sunday 07/15/2012

District: Seymour

Contract No.: R-33668

Prime Contractor: CRIDER & CRIDER INC

Project Nbr(s): 0900213 1172347

Min. Temp: 70

Max. Temp: 90

Weather: Mostly Sunny

Time Charge: Completion Date

ORGC: 10/15/2012

ADJC: 10/15/2012

Control Op.: Storm Sewer

Frac Day Workable: 0/8, 0%

Contractor:	Supervisors:	Personnel:
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Project:

CLN:	PLN:	Item Description:	Quantity:	Units:	Location:
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Comments: DWR Work Operations Sunday. No work allowed.

Traffic Device Checked:

DWR's Entered By: McElroy, Matt

Diary Created By: McElroy, Matt

Report No.: 55

I.C. 103

Indiana Department of Transportation
Daily Report and Diary for

Monday 07/16/2012

District: Seymour

Contract No.: R-33668

Prime Contractor: CRIDER & CRIDER INC

Project Nbr(s): 0900213 1172347

Min. Temp: 71

Max. Temp: 96

Weather: Mostly Sunny

Time Charge: Completion Date

ORGC: 10/15/2012

ADJC: 10/15/2012

Control Op.: Storm Sewer

Frac Day Workable: 8/8,
100%

Contractor: 35-1875662 CRIDER & CRIDER INC Supervisors: 1 Personnel: 4

Project: 0900213

CLN:	PLN:	Item Description:	Quantity:	Units:	Location:
0021	0021	STRUCTURAL BACKFILL, TYPE 2 , NO. 11 OR NO. 12 CRUSHED AGGREGATE FOR PIPE BACKFILL	7.230	CYS	Str. 55 to 57

Remarks:

0021	0021	STRUCTURAL BACKFILL, TYPE 2 , NO. 11 OR NO. 12 CRUSHED AGGREGATE FOR PIPE BACKFILL	0.520	CYS	Str. 58 to 57
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Remarks:

0021	0021	STRUCTURAL BACKFILL, TYPE 2 , NO. 11 OR NO. 12 CRUSHED AGGREGATE FOR PIPE BACKFILL	10.100	CYS	Str. 59 to 58
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Remarks:

0021	0021	STRUCTURAL BACKFILL, TYPE 2 , NO. 11 OR NO. 12 CRUSHED AGGREGATE FOR PIPE BACKFILL	7.270	CYS	Str. 54 to 55
------	------	------------------------------------------------------------------------------------------	-------	-----	---------------

Remarks: Placed June 26 along with pipe

0081	0081	PIPE DUCTILE IRON 15 IN DIP, CLASS 250, 15 IN FOR STORM SEWER	2.000	LFT	Str. 58 to 57
------	------	------------------------------------------------------------------	-------	-----	---------------

Remarks:

0081	0081	PIPE DUCTILE IRON 15 IN DIP, CLASS 250, 15 IN FOR STORM SEWER	44.000	LFT	Str. 59 to 58
------	------	------------------------------------------------------------------	--------	-----	---------------

Remarks:

0086	0084	PIPE RCP, II, D001=1000, 12 IN FOR STORM SEWER	56.000	LFT	Str. 54 to 55
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Remarks:

0101	0097	PIPE DUCTILE IRON 11.8" DIP, CLASS 350, 12 IN FOR STORM SEWER	24.000	LFT	Str. 55 to 57
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Remarks:

0110	0105	MANHOLE, D10	1.000	EACH	Str. 57
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Remarks:

ADJC - Adjusted Completion Date ORGC - Original Completion Date

0113 0108 INLET, M10 1.000 EACH Str. 58

Remarks:

0113 0108 INLET, M10 1.000 EACH Str. 59

Remarks:

Comments: DWR Work Operations Crider started working on storm sewer again today. They started at the low point on Sare Road north of the intersection. Structures and pipe in this section was started on the west side of Sare.

Traffic Device Checked: Y

DWR's Entered By: McElroy, Matt

Diary Created By: McElroy, Matt

Report No.: 56

I.C. 103

Indiana Department of Transportation
Daily Report and Diary for

Tuesday 07/17/2012

District: Seymour

Contract No.: R-33668

Prime Contractor: CRIDER & CRIDER INC

Project Nbr(s): 0900213 1172347

Min. Temp: 75 Max. Temp: 97 Weather: Partly Cloudy

Time Charge: Completion Date ORGC: 10/15/2012 ADJC: 10/15/2012

Control Op.: Storm Sewer

Frac Day Workable: 8/8,
100%

Contractor: 35-1875662 CRIDER & CRIDER INC Supervisors: 1 Personnel: 4

Project: 0900213					
CLN:	PLN:	Item Description:	Quantity:	Units:	Location:
0124	0119	MAINTAINING TRAFFIC	0.150	LS	Project Limits
Remarks:					
0151	0151	ROAD CLOSURE SIGN ASSEMBLY	11.000	EACH	Project Limits
Remarks: Placed May 30, Paid today					

Project: 1172347					
CLN:	PLN:	Item Description:	Quantity:	Units:	Location:
0093	0009	VALVE 24" SHUTOFF (BUTTERFLY) VALVE RESTRAINED WITH BOX	1.000	EACH	N. End of Water Main
Remarks:					
0093	0009	VALVE 24" SHUTOFF (BUTTERFLY) VALVE RESTRAINED WITH BOX	1.000	EACH	S. End of Water Main
Remarks:					
0104	0012	WATER MAIN, 24 IN. PRESTRESSED CONCRETE CYLINDER PIPE WITH RESTRAINED JOINTS, INCLUDE BACKFILL	10.000	LFT	N. End of Water Main
Remarks:					
0104	0012	WATER MAIN, 24 IN. PRESTRESSED CONCRETE CYLINDER PIPE WITH RESTRAINED JOINTS, INCLUDE BACKFILL	10.000	LFT	S. End of Water Main
Remarks:					

Comments: DWR Work Operations Crider just had INDOT #12 Aggregate hauled in for use in backfilling storm sewer. They also finished 24" Water Main by installing the butterfly valves at the north and south ends.

Traffic Device Checked: Y

DWR's Entered By: McElroy, Matt

Diary Created By: McElroy, Matt

Report No.: 57

ADJC - Adjusted Completion Date ORGC - Original Completion Date

September 3, 2014

Mr. Brad Bredeweg, Project Superintendent
Crider & Crider, Inc
1900 Liberty Dr.
Bloomington, IN 47403

RE: INDOT Contract R-33668-A/Project Nos. 0900213 & 1172347
Liquidated Damages

Dear Brad:

Per Section 108.09 of the 2012 Standard Specifications, the work required to complete the referenced project was not completed by the contract completion date, and therefore, liquidated damages have been calculated and will be assessed based on the following:

1. The contract letting date was April 18, 2012, with a notice to proceed that was issued on May 17, 2012. There were two key dates set forth within the contract documents for the project; an Intermediate Completion Date of September 15, 2012 and a Final Completion Date of October 15, 2012. The new Final Completion Date was set as November 20, 2012. This completion date is derived as follows:
 - a. The original contract completion date was October 15, 2012.
 - b. Per a letter (Attachment A) dated December 4, 2012, from INDOT in response to a Time Extension Letter dated September 29, 2012, from Crider & Crider, the Final Completion Date was to be adjusted to November 3, 2012.
 - i. In accordance with 108.08 an extension of 17 days was granted due to delays in receiving materials related to the installation of the 24 IN Pre-stressed Concrete Water Main (CLN #0104).
 - c. Per a letter (Attachment B) dated March 7, 2013, from INDOT in response to a Time Extension Letter dated February 22, 2013, from Crider & Crider, the Final Completion Date was to be adjusted to November 20, 2012.
 - i. In accordance with 105.06 and 108.08 an extension of 17 days was granted due to unforeseen utility conflicts.
2. On November 16, 2012, at approximately 10:30 a.m. the Pre-Final Inspection (Attachment C) was conducted for the project. At the end of the Inspection, a Punch-List begin date of November 19, 2012, was given by the attending INDOT Area Engineer. A Punch-List completion date of November 28, 2012, was given by the attending INDOT Area Engineer. This Punch-List completion date is derived as follows:
 - a. In accordance with 108.09, five days will be given to complete necessary clean-up and Punch-List items. Punch-list items do not extend contract completion time.

- b. In accordance with 101.26, Thanksgiving Day (November 22) and the Friday (November 23) after are not considered working days and will not be charged time against Crider & Crider.
- 3. At the end of the Pre-Final Inspection on November 16, 2012, six contract pay items remained to be completed:
 - a. Handrail, Pedestrian (CLN #0048)
 - b. Erosion Control Blanket (CLN #0066)
 - c. Sodding, Nursery (CLN #0069)
 - d. Mulch, Hardwood Shredded Bark (CLN #0072)
 - e. Plant, Deciduous Tree, Single Stem, 1.25 to 2 IN. (CLN #0074)
 - f. Plant, Ground Cover (CLN #0076)
- 4. All work related to placement of the Handrail, Pedestrian, was completed on January 30, 2013.
 - a. During a Progress Meeting held on August 21, 2012, Crider & Crider was notified that working drawings had been approved for the hand railing.
 - i. Working drawings were submitted and approved in accordance with 105.02.
 - ii. Attachment D includes the minutes from the meeting.
 - b. During a Progress Meeting held on September 18, 2012, the CrossRoad Engineers asked the Crider & Crider when the hand railing would be installed.
 - i. Crider & Crider had stated in this meeting that a representative from their subcontractor C-Tech would be on site that week to measure for installations.
 - ii. A representative was on site September 20, 2012, to conduct measurements, but was unable to complete due to no path or stairs being installed.
 - iii. The attending INDOT Area Engineer requested an updated schedule for the remainder of the project at this meeting.
 - iv. Attachment E includes the minutes from the meeting.
 - c. During a Progress Meeting held on October 2, 2012, it was discussed that a portion of the path on the West side of Sare Road, North of the intersection, be shifted closer to the roadway.
 - i. This change deleted approximately 221 LFT of hand railing; however, it did not affect placement of the railing due to the path not being complete.
 - ii. Attachment F includes the minutes from the meeting.
 - d. During the Pre-Final Inspection Meeting held on November 16, 2012, Crider & Crider stated that the railing for the stairs and path would be installed during the time given for Punch List items. No lead time for material was ever given.
 - i. Attachment C includes the minutes from the meeting.
 - e. On November 12, 2012, the sub-contractor C-Tech was able to field check site for measurements now that path and stairs were completed. A C-Tech representative noted that there is a 4-6 week lead time for material.

- f. On December 17, 2012, CrossRoad Engineers was notified that the railing was complete and ready for installation, but weather conditions did not allow for the installation.
 - i. In accordance with 108.09, any work that shall remain incomplete during the months of December through March inclusive, liquidated damages will not be deducted. This is the case when the road is open to traffic.
 - g. According to the subcontractor C-Tech, they had an annual two week shutdown for the holidays starting on December 25, 2012.
 - h. The railing was completed on January 30, 2012, when weather allowed for the installation.
5. All work related to Erosion Control Blanket commenced on October 24, 2012, and was completed November 29, 2012.
- a. Crider & Crider's subcontractor Earth Images placed the Erosion Control Blanket in areas where slopes were 3:1 or steeper. Per request of the City during a progress meeting held on October 16, 2012, these areas included the NE and NW quadrants of the intersection.
 - b. The NE quadrant was completed on October 24, 2012.
 - c. The NW quadrant was completed on November 29, 2012.
 - i. Due to utility delays as explained in 1.c above, the Erosion Control Blanket could not be placed until utilities had been relocated.
6. All work related to Sodding, Nursery, commenced on October 9, 2012, and was completed November 29, 2012.
- a. Sod was placed according the plans.
 - b. During the Pre-Final Inspection held on November 16, 2012, Crider & Crider stated that the remaining areas of sod will be installed during the allowable punch-list item days. Sod was completed during this time on November 29, 2012.
7. All work related to Mulch, Hardwood Shredded Bark commenced on November 17, 2012, and was completed April 30, 2013.
- a. The mulch was placed in areas according to the plans. Per request of the City during a progress meeting held on October 16, 2012, an increased quantity of mulch was added to the project in areas where slopes were 3:1 or steeper. Similar to 5.a above, these areas included the NE and NW quadrants of the intersection.
 - i. Attachment G includes the meeting minutes.
 - b. The NE quadrant was completed on the dates of November 17, 2012, and November 26, 2012.
 - c. The NW quadrant was completed on April 30, 2013.
 - i. Due to utility delays as explained in 1.c above, the mulch could not be placed until utilities had been relocated.
 - ii. During several progress meetings dating from the Pre-Construction Conference held on May 11, 2012, to a progress meeting held on October 16, 2012, a concern with the planting season was voiced by the

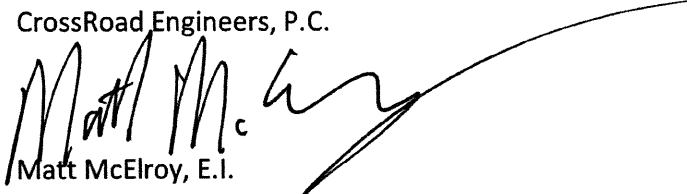
- subcontractor Earth Images. Earth Images would like to install all plantings and trees at the beginning of the Spring planting season.
- iii. During the progress meeting held on October 16, 2012, those in attendance agreed to allow Earth Images to install plantings in the Spring in accordance with 622.06. The mulch was included with the planting items.
8. All work related to Plant, Deciduous Tree, Single Stem, 1.25 to 2 IN. commenced on November 12, 2012, and was completed April 30, 2013.
 - a. Earth Images installed all trees per the approved locations in accordance with 622.
 - b. During the progress meeting held on October 16, 2012, those in attendance agreed to allow Earth Images to install plantings in the Spring in accordance with 622.06. The trees were completed on April 30, 2013.
 9. All work related to Plant, Ground Cover commenced on November 10, 2012, and was completed April 30, 2013.
 - a. Earth Images installed all plants per the approved locations in accordance with 622.
 - b. During the progress meeting held on October 16, 2012, those in attendance agreed to allow Earth Images to install plantings in the Spring in accordance with 622.06.
 - c. Also during the progress meeting held on October 16, 2012, the City requested an increased quantity of ground cover plants be added to the project in areas where slopes were 3:1 or steeper. Similar to 5.a and 7.a above, these areas included the NE and NW quadrants of the intersection.
 - i. The NE quadrant was partially completed November 10, 2012.
 - ii. The NE and NW quadrant were overall completed on April 15 and 30, 2013.
 10. Per the final completion date, all work was to be completed by the end of day on November 20, 2012.
 - a. Attached is documentation and correspondence provided to explain why time extensions to the completion date were granted.
 - i. Per 108.08, due to material delivery delays all time from October 15, 2012, to November 3, 2012, is being considered a delay to complete the work on the 24 IN. Pre-Stressed Concrete Water Main.
 - ii. Per 108.08, due to utility conflicts discovered, all time from November 3, 2012, to November 20, 2012, is being considered a utility delay to complete work on the contract.
 - iii. Per 108.09, no time will be charged during the months of December through March inclusive.
 11. According to the **"Schedule of Liquidated Damages for Each Day of Overrun in Contract Time"** as provided in Section 108.09, based on the original contract amount of \$2,448,477.34, the daily charge for a fixed calendar date contract is \$1,500.00 per day. Based on this amount and a total of 8 days—November 21, 2012, through November 30,

2012, excluding November 22 and 23, 2012—derived above, the total liquidated damage amount will be \$12,000.00, and will be applied on the next progress estimate.

If you have any questions, please feel free to contact me at 780-1555 ext. 251.

Sincerely,

CrossRoad Engineers, P.C.



Matt McElroy, E.I.

Resident Project Representative

Copy: Kirk Stafford, Area Engineer, Indiana Department of Transportation
Trent Newport, CrossRoad Engineers, P.C.
Roy Aten, City of Bloomington
File

January 26, 2015

Mr. Brad Bredeweg, Project Superintendent
Crider & Crider, Inc
1900 Liberty Dr.
Bloomington, IN 47403

RE: INDOT Contract R-33668-A/Project Nos. 0900213 & 1172347
Liquidated Damages

Dear Brad:

The assessment of liquidated damages for the referenced project were based on Contract Line Item Number 0048 "Handrail, Pedestrian" not being completed. The handrail was an original contract item and was in the original plan location. The final installation date of said item was not installed until January 30, 2013. The explanation was stated in my letter dated September 3, 2014. With the adjusted final completion date being set at November 20, 2012, any original contract item would need to be completed before this date.

The material delay impacts with the water main were first noted in the progress meeting dated May 30, 2012. Per the original schedule dated June 9, 2012 (See Attachment A), the timeline of 20 days for the PCCP Waterline installation was from June 15, 2012, to July 12, 2012. My dailies (See Attachment B) show that the water main materials were delivered on June 25, 2012, work commenced on June 26, 2012, and work continued on the water main continuously until completed on July 17, 2012. The dailies also show that no conflicting utilities affected the controlling operation. Based on the scheduled date of installation compared to the actual date of installation only 11 days should be justified for material delays. I did not receive any written claim for days until September 29, 2012, in which 21 days were requested for this delay. As referenced in my letter dated September 3, 2014, 17 days were granted.

A letter dated February 22, 2013 (Attachment C), was the first request for 18 additional days regarding further utility delays. The response letter was sent on March 7, 2013 (Attachment D), stating that INDOT was willing to grant 17 days for these delays. As referenced in my letter dated September 3, 2014, 17 days were granted.

In regards to the claim of \$37,326.80, these additional costs should have been included in the letters dated September 29, 2012, and February 22, 2013. Costs should have been documented in accordance with INDOT Specification 105.16 (b).1.j to include daily documentation with the Project Engineer/Supervisor in accordance with INDOT Specification 109.05 (b).7; therefore, this claim is denied.

Per Kirk Stafford with INDOT, if you feel that Crider & Crider should not receive liquidated damages, and feel that Crider & Crider is due additional payment per your letter dated January

22, 2015 (Attachment E), please proceed with following the INDOT Standards and Specifications process on filing claims.

If you have any questions, please feel free to contact me at 780-1555 ext. 117.

Sincerely,

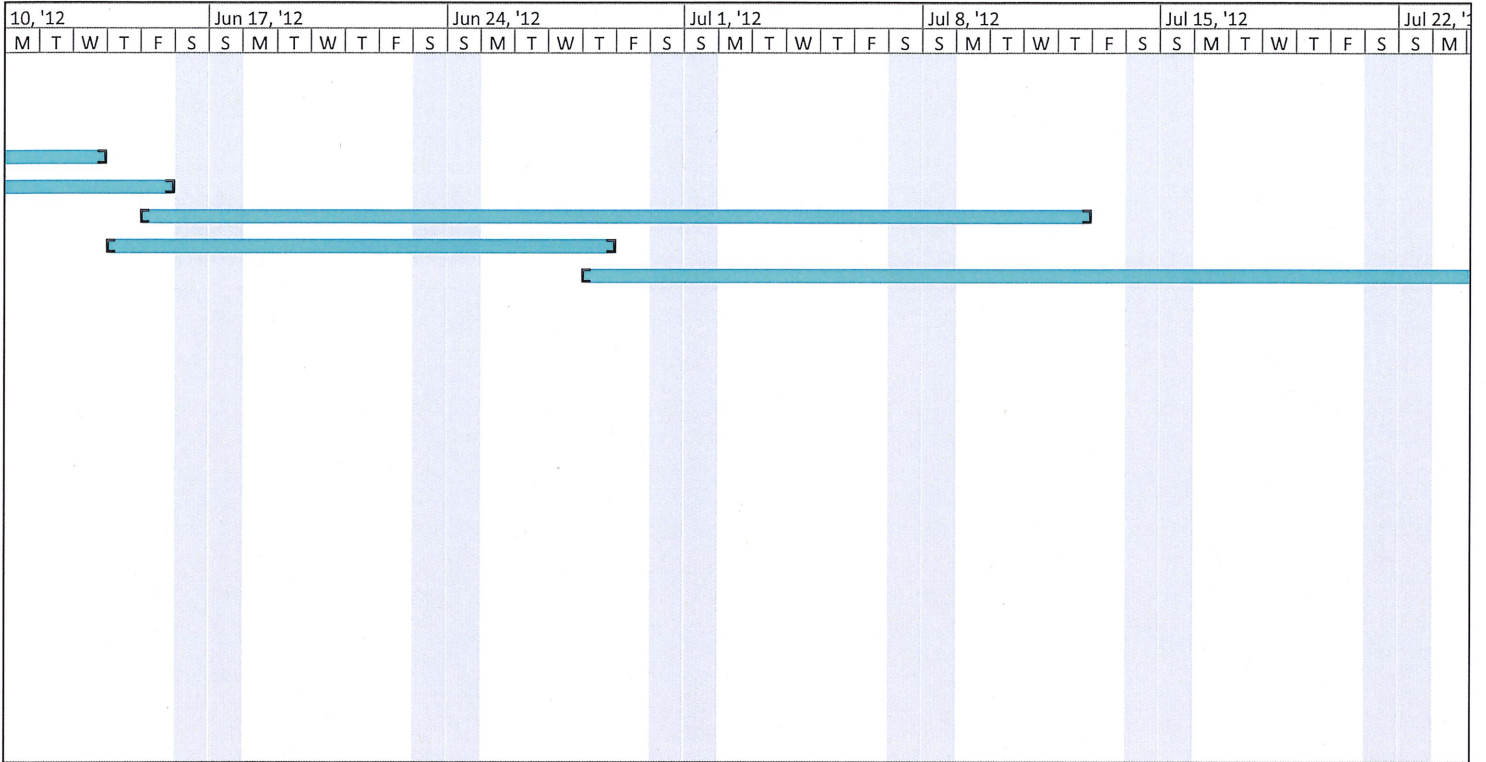
CrossRoad Engineers, P.C.

A handwritten signature in black ink, appearing to read "Matt McElroy", with a long, sweeping underline.

Matt McElroy, E.I.

Resident Project Representative

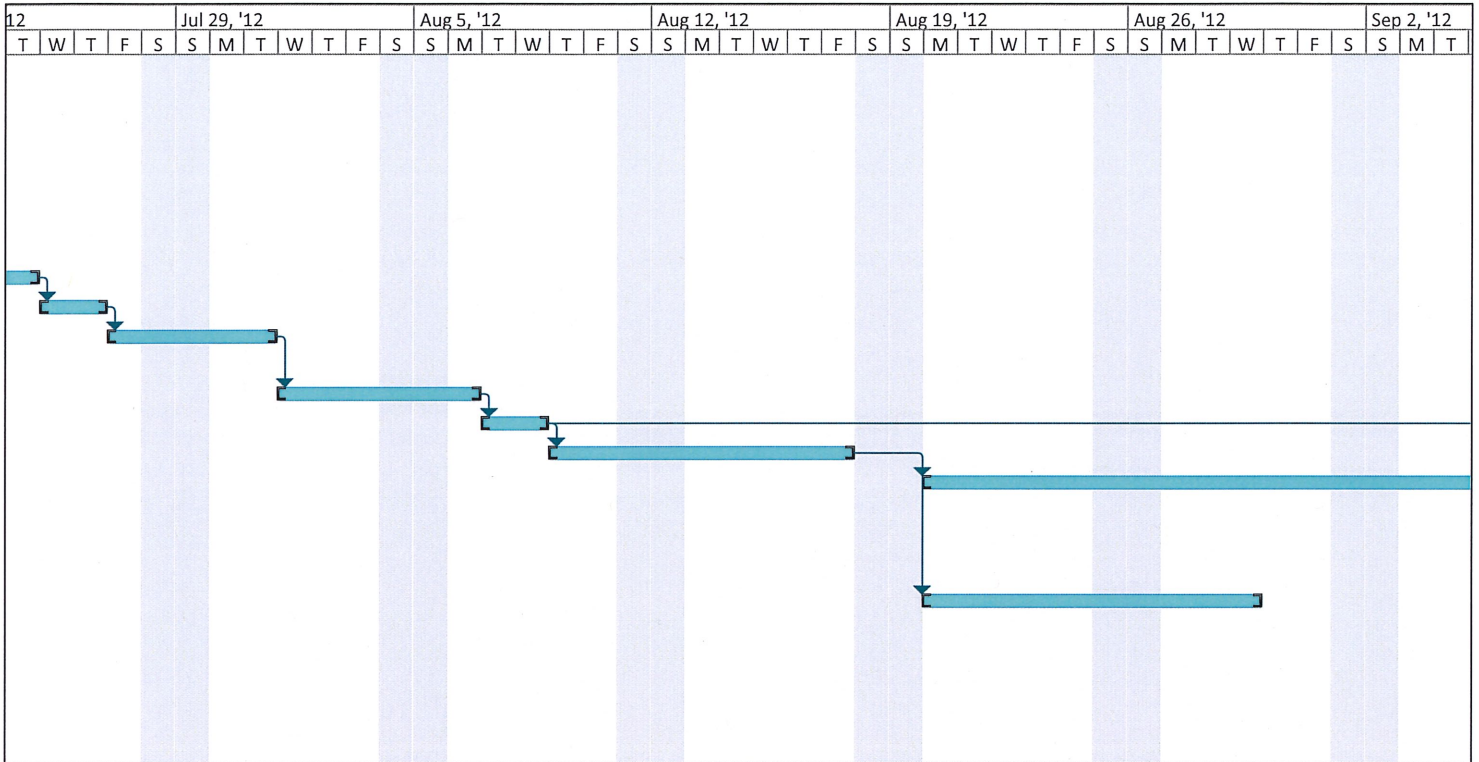
Copy: Kirk Stafford, Area Engineer, Indiana Department of Transportation
Trent Newport, CrossRoad Engineers, P.C.
Roy Aten, City of Bloomington
File



Attachment A

Project: INDOT Project R-33668-A
 Date: Sat 6/9/12

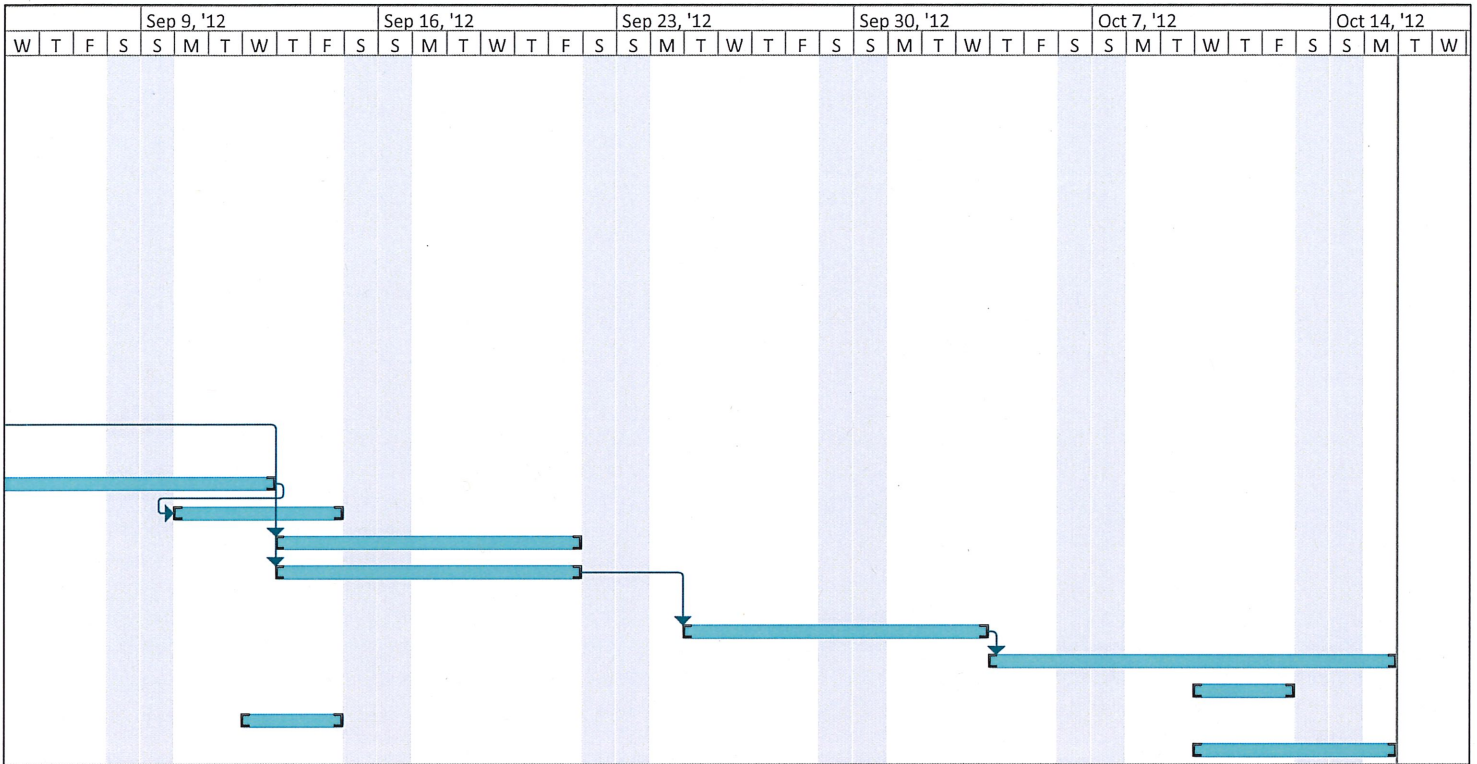
Task		External Milestone		Manual Summary Rollup	
Split		Inactive Task		Manual Summary	
Milestone		Inactive Milestone		Start-only	
Summary		Inactive Summary		Finish-only	
Project Summary		Manual Task		Deadline	
External Tasks		Duration-only		Progress	



Attachment A

Project: INDOT Project R-33668-A
Date: Sat 6/9/12

Task		External Milestone		Manual Summary Rollup	
Split		Inactive Task		Manual Summary	
Milestone		Inactive Milestone		Start-only	
Summary		Inactive Summary		Finish-only	
Project Summary		Manual Task		Deadline	
External Tasks		Duration-only		Progress	



Attachment A

Project: INDOT Project R-33668-A
 Date: Sat 6/9/12

Task		External Milestone		Manual Summary Rollup	
Split		Inactive Task		Manual Summary	
Milestone		Inactive Milestone		Start-only	
Summary		Inactive Summary		Finish-only	
Project Summary		Manual Task		Deadline	
External Tasks		Duration-only		Progress	

I.C. 103

Indiana Department of Transportation
Daily Report and Diary for

Monday 06/25/2012

District: Seymour

Contract No.: R -33668

Prime Contractor: CRIDER & CRIDER INC

Project Nbr(s): 0900213 1172347

Min. Temp: 67

Max. Temp: 89

Weather: Mostly Sunny

Time Charge: Completion Date

ORGC: 10/15/2012

ADJC: 10/15/2012

Control Op.: Borrow

Frac Day Workable: 8/8,
100%

Contractor:

Supervisors:

Personnel:

Project:

CLN: PLN: User ID: Item Description: Quantity: Units: Location:

Comments: **DWR Work Operations** Crider & Crider received 24" Water Main. They continued to do grade work.

Traffic Device Checked: Y

DWR's Entered By:

Name

Original ID/Adjuster ID

McElroy, Matt

Diary Created By:

McElroy, Matt

Report No.: 35

I.C. 103

Indiana Department of Transportation
Daily Report and Diary for

Tuesday 06/26/2012

District: Seymour

Contract No.: R -33668

Prime Contractor: CRIDER & CRIDER INC

Project Nbr(s): 0900213 1172347

Min. Temp: 58

Max. Temp: 84

Weather: Mostly Sunny

Time Charge: Completion Date

ORGC: 10/15/2012

ADJC: 10/15/2012

Control Op.: Borrow

Frac Day Workable: 8/8,
100%

Contractor: 35-1875662

CRIDER & CRIDER INC

Supervisors: 2

Personnel: 8

Project: 1172347

CLN:	PLN:	User ID:	Item Description:	Quantity:	Units:	Location:
0104	0012	xmcelroy	WATER MAIN, 24 IN. PRESTRESSED CONCRETE CYLINDER PIPE WITH RESTRAINED JOINTS, INCLUDE BACKFILL	20.000	LFT	N. End of Water Main

Remarks:

Comments: DWR Work Operations Crider & Crider started installing the 24" Water Main at the north end of the project. They encountered a 4" PVC Conduit containing a live power line. Duke was called to have the line de-energized. Work on water main will continue on Weds. The pipe c

DWR Work Operations rew went to install one section of 12" RCP at Str. 54.

Hanson representative was on site overseeing first section of water main that was installed.

The third progress meeting for the project was held at 9:00 a.m.

Traffic Device Checked: Y

DWR's Entered By: Name Original ID/Adjuster ID
McElroy, Matt

Diary Created By: McElroy, Matt Report No.: 36

I.C. 103

Indiana Department of Transportation
Daily Report and Diary for

Attachment B

Wednesday 06/27/2012

District: Seymour

Contract No.: R -33668

Prime Contractor: CRIDER & CRIDER INC

Project Nbr(s): 0900213 1172347

Min. Temp: 51

Max. Temp: 92

Weather: Mostly Sunny

Time Charge: Completion Date

ORGC: 10/15/2012

ADJC: 10/15/2012

Control Op.: Borrow

Frac Day Workable: 8/8,
100%

Contractor:	35-1875662	CRIDER & CRIDER INC	Supervisors:	2	Personnel:	8
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Project: 1172347

CLN:	PLN:	User ID:	Item Description:	Quantity:	Units:	Location:
0104	0012	xmcelroy	WATER MAIN, 24 IN. PRESTRESSED CONCRETE CYLINDER PIPE WITH RESTRAINED JOINTS, INCLUDE BACKFILL	100.000	LFT	N. End of Water Main

Remarks:

Comments: DWR Work Operations Crider & Crider continued installing the 24" Water Main since Duke de-energized conduit and removed conduit. The Borrow pit was approved along with proctor information. C & C started hauling in Borrow at the Special Fill Section. They also had a surge

DWR Work Operations y crew on site staking.

Traffic Device Checked: Y

DWR's Entered By:	Name	Original ID/Adjuster ID
	McElroy, Matt	

Diary Created By:	McElroy, Matt	Report No.:	37
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I.C. 103

Indiana Department of Transportation
Daily Report and Diary for

Thursday 06/28/2012

District: Seymour

Contract No.: R -33668

Prime Contractor: CRIDER & CRIDER INC

Project Nbr(s): 0900213 1172347

Min. Temp: 75

Max. Temp: 103

Weather: Sunny/Hazy

Time Charge: Completion Date

ORGC: 10/15/2012

ADJC: 10/15/2012

Control Op.: Borrow

Frac Day Workable: 8/8,
100%

Contractor: 35-1875662

CRIDER & CRIDER INC

Supervisors: 1

Personnel: 7

Project: 1172347

CLN:	PLN:	User ID:	Item Description:	Quantity:	Units:	Location:
0104	0012	xmcelroy	WATER MAIN, 24 IN. PRESTRESSED CONCRETE CYLINDER PIPE WITH RESTRAINED JOINTS, INCLUDE BACKFILL	80.000	LFT	N. End of Water Main

Remarks:

Comments: DWR Work Operations Crider & Crider continued to install the 24" Water Main at the north end of the project. They also continued to haul in Borrow for the fill sections.

Traffic Device Checked: Y

DWR's Entered By: Name Original ID/Adjuster ID
McElroy, Matt

Diary Created By: McElroy, Matt Report No.: 38

I.C. 103

**Indiana Department of Transportation
Daily Report and Diary for**

Friday 06/29/2012

District: Seymour

Contract No.: R-33668

Prime Contractor: CRIDER & CRIDER INC

Project Nbr(s): 0900213 1172347

Min. Temp: 74 **Max. Temp:** 100 **Weather:** Sunny

Time Charge: Completion Date **ORGC:** 10/15/2012 **ADJC:** 10/15/2012

Control Op.: Borrow

Frac Day Workable: 8/8,
100%

Contractor: 35-1875662 CRIDER & CRIDER INC **Supervisors:** 1 **Personnel:** 8

Project: 0900213

CLN:	PLN:	User ID:	Item Description:	Quantity:	Units:	Location:
0001	0001	xmcelroy	CONSTRUCTION ENGINEERING	0.500	LS	Structures/Cons. Limits

Remarks:

0007	0007	xmcelroy	MOBILIZATION AND DEMOBILIZATION	1.000	LS	On Site
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Remarks:

0008	0008	xmcelroy	CLEARING RIGHT OF WAY	0.900	LS	Various Areas
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Remarks:

0020	0020	xmcelroy	B BORROW	2400.000	CYS	Special Fill Section
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Remarks:

0024	0024	xmcelroy	GEOGRID, TYPE I	7400.000	SYS	Special Fill Section
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Remarks:

0077	0077	xmcelroy	FIELD OFFICE, A	2.000	MOS	West Project Limits
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Remarks:

Project: 1172347

CLN:	PLN:	User ID:	Item Description:	Quantity:	Units:	Location:
0104	0012	xmcelroy	WATER MAIN, 24 IN. PRESTRESSED CONCRETE CYLINDER PIPE WITH RESTRAINED JOINTS, INCLUDE BACKFILL	120.000	LFT	N. End of Project

Remarks:

Remarks:

Comments: DWR Work Operations Crider & Crider continued to haul in Borrow for fill on the east leg of the RAB. They also had a pipe crew installing the 24" Water Main on the north side of the project; just south of David Drive.

Traffic Device Checked: Y

DWR's Entered By:	Name	Original ID/Adjuster ID
	McElroy, Matt	

Diary Created By: McElroy, Matt

Report No.: 39

I.C. 103

Indiana Department of Transportation
Daily Report and Diary for

Saturday 06/30/2012

District: Seymour

Contract No.: R-33668

Prime Contractor: CRIDER & CRIDER INC

Project Nbr(s): 0900213 1172347

Min. Temp: 72 Max. Temp: 98

Weather: Mostly Sunny

Time Charge: Completion Date

ORGC: 10/15/2012

ADJC: 10/15/2012

Control Op.: Borrow

Frac Day Workable: 8/8,
100%

Contractor:	Supervisors:	Personnel:
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Project:				Quantity:	Units:	Location:
CLN:	PLN:	User ID:	Item Description:			

Comments: **DWR Work Operations** Contractor was on site hauling in fill from the borrow site and completing grade work.

Traffic Device Checked: Y

DWR's Entered By:	Name	Original ID/Adjuster ID
	McElroy, Matt	

Diary Created By:	McElroy, Matt	Report No.:	40
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I.C. 103

Indiana Department of Transportation
Daily Report and Diary for

Sunday 07/01/2012

District: Seymour

Contract No.: R-33668

Prime Contractor: CRIDER & CRIDER INC

Project Nbr(s): 0900213 1172347

Min. Temp: 71

Max. Temp: 102

Weather: Sunny

Time Charge: Completion Date

ORGC: 10/15/2012

ADJC: 10/15/2012

Control Op.: 24" Water Main

Frac Day Workable: 0/8, 0%

Contractor:

Supervisors:

Personnel:

Project:

CLN: PLN: User ID: Item Description:

Quantity: Units: Location:

Comments: DWR Work Operations Sunday. No work allowed.

Traffic Device Checked: Y

DWR's Entered By:

Name

Original ID/Adjuster ID

McElroy, Matt

Diary Created By:

McElroy, Matt

Report No.: 41

I.C. 103

**Indiana Department of Transportation
Daily Report and Diary for**

Monday 07/02/2012

District: Seymour

Contract No.: R-33668

Prime Contractor: CRIDER & CRIDER INC

Project Nbr(s): 0900213 1172347

Min. Temp: 66

Max. Temp: 97

Weather: Sunny

Time Charge: Completion Date

ORGC: 10/15/2012

ADJC: 10/15/2012

Control Op.: 24" Water Main

Frac Day Workable: 8/8,
100%

Contractor:	35-1875662	CRIDER & CRIDER INC	Supervisors:	1	Personnel:	7
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Project: 1172347

CLN:	PLN:	User ID:	Item Description:	Quantity:	Units:	Location:
0104	0012	xmcelroy	WATER MAIN, 24 IN. PRESTRESSED CONCRETE CYLINDER PIPE WITH RESTRAINED JOINTS, INCLUDE BACKFILL	200.000	LFT	N. End of Project

Remarks:

Comments: DWR Work Operations Crider & Crider continued installing the 24" Water Main moving south from the north end of the project.

Traffic Device Checked: Y

DWR's Entered By:	Name	Original ID/Adjuster ID
	McElroy, Matt	

Diary Created By: McElroy, Matt

Report No.: 42

I.C. 103

Indiana Department of Transportation
Daily Report and Diary for

Tuesday 07/03/2012

District: Seymour

Contract No.: R -33668

Prime Contractor: CRIDER & CRIDER INC

Project Nbr(s): 0900213 1172347

Min. Temp: 67

Max. Temp: 94

Weather: Sunny

Time Charge: Completion Date

ORGC: 10/15/2012

ADJC: 10/15/2012

Control Op.: 24" Water Main

Frac Day Workable: 8/8,
100%

Contractor: 35-1875662 CRIDER & CRIDER INC Supervisors: 1 Personnel: 5

Project: 1172347

CLN:	PLN:	User ID:	Item Description:	Quantity:	Units:	Location:
0104	0012	xmcelroy	WATER MAIN, 24 IN. PRESTRESSED CONCRETE CYLINDER PIPE WITH RESTRAINED JOINTS, INCLUDE BACKFILL	260.000	LFT	N. of Intersection

Remarks:

Comments: DWR Work Operations Crider & Crider only had a crew working on installing the 24" Water Main.

Traffic Device Checked: Y

DWR's Entered By:	Name	Original ID/Adjuster ID
	McElroy, Matt	

Diary Created By: McElroy, Matt Report No.: 43

I.C. 103

Indiana Department of Transportation
Daily Report and Diary for

Wednesday 07/04/2012

District: Seymour

Contract No.: R -33668

Prime Contractor: CRIDER & CRIDER INC

Project Nbr(s): 0900213 1172347

Min. Temp: 73

Max. Temp: 103

Weather: Sunny

Time Charge: Completion Date

ORGC: 10/15/2012

ADJC: 10/15/2012

Control Op.: 24" Water Main

Frac Day Workable: 0/8, 0%

Contractor:	Supervisors:	Personnel:				
<hr/>						
Project:						
CLN:	PLN:	User ID:	Item Description:	Quantity:	Units:	Location:
Comments: DWR Work Operations Holiday. No work allowed						
Traffic Device Checked:						
DWR's Entered By:	Name			Original ID/Adjuster ID		
	McElroy, Matt					
Diary Created By:	McElroy, Matt			Report No.:	44	

I.C. 103

**Indiana Department of Transportation
Daily Report and Diary for**

Thursday 07/05/2012

District: Seymour

Contract No.: R-33668

Prime Contractor: CRIDER & CRIDER INC

Project Nbr(s): 0900213 1172347

Min. Temp: 72

Max. Temp: 103

Weather: Sunny

Time Charge: Completion Date

ORGC: 10/15/2012

ADJC: 10/15/2012

Control Op.: 24" Water Main

Frac Day Workable: 8/8,
100%

Contractor: 35-1875662 CRIDER & CRIDER INC Supervisors: 1 Personnel: 5

Project: 1172347

CLN:	PLN:	User ID:	Item Description:	Quantity:	Units:	Location:
0104	0012	xmcelroy	WATER MAIN, 24 IN. PRESTRESSED CONCRETE CYLINDER PIPE WITH RESTRAINED JOINTS, INCLUDE BACKFILL	160.000	LFT	Just N. of Intersection

Remarks:

Comments: DWR Work Operations Work continued on the 24" Water Main. They also capped the trench with concrete in areas where the pavement is to be resurfaced.

Traffic Device Checked: Y

DWR's Entered By:	Name	Original ID/Adjuster ID
	McElroy, Matt	

Diary Created By: McElroy, Matt

Report No.: 45

I.C. 103

**Indiana Department of Transportation
Daily Report and Diary for**

Friday 07/06/2012

District: Seymour

Contract No.: R-33668

Prime Contractor: CRIDER & CRIDER INC

Project Nbr(s): 0900213 1172347

Min. Temp: 70

Max. Temp: 105

Weather: Sunny

Time Charge: Completion Date

ORGC: 10/15/2012

ADJC: 10/15/2012

Control Op.: 24" Water Main

Frac Day Workable: 6/8,
75%

Contractor: 35-1875662 CRIDER & CRIDER INC Supervisors: 1 Personnel: 5

Project: 1172347

CLN:	PLN:	User ID:	Item Description:	Quantity:	Units:	Location:
0104	0012	xmcelroy	WATER MAIN, 24 IN. PRESTRESSED CONCRETE CYLINDER PIPE WITH RESTRAINED JOINTS, INCLUDE BACKFILL	40.000	LFT	Just N. of Intersection

Remarks:

Comments: DWR Work Operations Work continued on the 24" Water Main. Contractor only worked half day due to extreme heat.

Traffic Device Checked: Y

DWR's Entered By: Name Original ID/Adjuster ID
McElroy, Matt

Diary Created By: McElroy, Matt **Report No.:** 46

I.C. 103

Indiana Department of Transportation
Daily Report and Diary for

Saturday 07/07/2012

District: Seymour

Contract No.: R-33668

Prime Contractor: CRIDER & CRIDER INC

Project Nbr(s): 0900213 1172347

Min. Temp: 74

Max. Temp: 107

Weather: Sunny/Hot

Time Charge: Completion Date

ORGC: 10/15/2012

ADJC: 10/15/2012

Control Op.: 24" Water Main

Frac Day Workable: 0/8, 0%

Contractor:

Supervisors:

Personnel:

Project:

CLN: PLN: User ID: Item Description:

Quantity: Units: Location:

Comments: DWR Work Operations No work was completed

Traffic Device Checked: Y

DWR's Entered By:

Name

Original ID/Adjuster ID

McElroy, Matt

Diary Created By:

McElroy, Matt

Report No.: 47

I.C. 103

Indiana Department of Transportation
Daily Report and Diary for

Sunday 07/08/2012

District: Seymour

Contract No.: R-33668

Prime Contractor: CRIDER & CRIDER INC

Project Nbr(s): 0900213 1172347

Min. Temp: 71

Max. Temp: 98

Weather: Sunny in the morning, Rain/Storms
in the afternoon

Time Charge: Completion Date

ORGC: 10/15/2012

ADJC: 10/15/2012

Control Op.: 24" Water Main

Frac Day Workable: 0/8, 0%

Contractor:	Supervisors:	Personnel:
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Project:

CLN:	PLN:	User ID:	Item Description:	Quantity:	Units:	Location:
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Comments: DWR Work Operations Sunday. No work allowed.

Traffic Device Checked:

DWR's Entered By:	Name	Original ID/Adjuster ID
	McElroy, Matt	

Diary Created By:	McElroy, Matt	Report No.:	48
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I.C. 103

Indiana Department of Transportation
Daily Report and Diary for

Monday 07/09/2012

District: Seymour

Contract No.: R-33668

Prime Contractor: CRIDER & CRIDER INC

Project Nbr(s): 0900213 1172347

Min. Temp: 68

Max. Temp: 88

Weather: Mostly Cloudy

Time Charge: Completion Date

ORGC: 10/15/2012

ADJC: 10/15/2012

Control Op.: 24" Water Main

Frac Day Workable: 3/8,
37.5%

Contractor: 35-1875662

CRIDER & CRIDER INC

Supervisors: 1

Personnel: 5

Project: 1172347

CLN:	PLN:	User ID:	Item Description:	Quantity:	Units:	Location:
0104	0012	xmcelroy	WATER MAIN, 24 IN. PRESTRESSED CONCRETE CYLINDER PIPE WITH RESTRAINED JOINTS, INCLUDE BACKFILL	20.000	LFT	Just N. of Intersection

Remarks:

Comments: DWR Work Operations Workers unloaded more sections of the 24" Water Main. They only installed one section of pipe for the water main. They left early to go to another project.

Traffic Device Checked: Y

DWR's Entered By: Name Original ID/Adjuster ID
McElroy, Matt

Diary Created By: McElroy, Matt Report No.: 49

I.C. 103

Indiana Department of Transportation
Daily Report and Diary for

Tuesday 07/10/2012

District: Seymour

Contract No.: R-33668

Prime Contractor: CRIDER & CRIDER INC

Project Nbr(s): 0900213 1172347

Min. Temp: 62

Max. Temp: 94

Weather: Mostly Sunny

Time Charge: Completion Date

ORGC: 10/15/2012

ADJC: 10/15/2012

Control Op.: 24" Water Main

Frac Day Workable: 8/8,
100%

Contractor: 35-1875662

CRIDER & CRIDER INC

Supervisors: 1

Personnel: 5

Project: 1172347

CLN:	PLN:	User ID:	Item Description:	Quantity:	Units:	Location:
0104	0012	xmcelroy	WATER MAIN, 24 IN. PRESTRESSED CONCRETE CYLINDER PIPE WITH RESTRAINED JOINTS, INCLUDE BACKFILL	130.000	LFT	Just N. of Intersection

Remarks:

0104	0012	xmcelroy	WATER MAIN, 24 IN. PRESTRESSED CONCRETE CYLINDER PIPE WITH RESTRAINED JOINTS, INCLUDE BACKFILL	20.000	LFT	In Intersection
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Remarks: Installed 45 degree elbow then laid 1 stick of pipe

Comments: **DWR Work Operations** Crider continued to install the 24" Water Main. They had to pot hole a 12" Ductile Water Main at Sta. 60+30 "Line B" to check for conflicts. They were able to install the 24" Main under the 12" Main with no conflicts.

Traffic Device Checked: Y

DWR's Entered By: Name Original ID/Adjuster ID
McElroy, Matt

Diary Created By: McElroy, Matt Report No.: 50

I.C. 103

**Indiana Department of Transportation
Daily Report and Diary for**

Wednesday 07/11/2012

District: Seymour

Contract No.: R-33668

Prime Contractor: CRIDER & CRIDER INC

Project Nbr(s): 0900213 1172347

Min. Temp: 66

Max. Temp: 95

Weather: Mostly Sunny

Time Charge: Completion Date

ORGC: 10/15/2012

ADJC: 10/15/2012

Control Op.: 24" Water Main

Frac Day Workable: 8/8,
100%

Contractor: 35-1875662

CRIDER & CRIDER INC

Supervisors: 1

Personnel: 5

Project: 1172347

CLN:	PLN:	User ID:	Item Description:	Quantity:	Units:	Location:
0104	0012	xmcelroy	WATER MAIN, 24 IN. PRESTRESSED CONCRETE CYLINDER PIPE WITH RESTRAINED JOINTS, INCLUDE BACKFILL	40.000	LFT	In Intersection

Remarks: Installed a 45 degree bend to direct pipe back south

0104	0012	xmcelroy	WATER MAIN, 24 IN. PRESTRESSED CONCRETE CYLINDER PIPE WITH RESTRAINED JOINTS, INCLUDE BACKFILL	60.000	LFT	In Intersection
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Remarks:

Comments: DWR Work Operations Crider continued to install the 24" Water Main through the intersection.

Traffic Device Checked: Y

DWR's Entered By:	Name	Original ID/Adjuster ID
	McElroy, Matt	

Diary Created By: McElroy, Matt

Report No.: 51

I.C. 103

Indiana Department of Transportation
Daily Report and Diary for

Thursday 07/12/2012

District: Seymour

Contract No.: R-33668

Prime Contractor: CRIDER & CRIDER INC

Project Nbr(s): 0900213 1172347

Min. Temp: 64

Max. Temp: 94

Weather: Mostly Sunny

Time Charge: Completion Date

ORGC: 10/15/2012

ADJC: 10/15/2012

Control Op.: 24" Water Main

Frac Day Workable: 8/8,
100%

Contractor: 35-1875662

CRIDER & CRIDER INC

Supervisors: 1

Personnel: 5

Project: 1172347

CLN:	PLN:	User ID:	Item Description:	Quantity:	Units:	Location:
0104	0012	xmcelroy	WATER MAIN, 24 IN. PRESTRESSED CONCRETE CYLINDER PIPE WITH RESTRAINED JOINTS, INCLUDE BACKFILL	106.000	LFT	Through Intersection

Remarks: Installed an approximate 10 degree elbow towards the east edge of the road.

0104	0012	xmcelroy	WATER MAIN, 24 IN. PRESTRESSED CONCRETE CYLINDER PIPE WITH RESTRAINED JOINTS, INCLUDE BACKFILL	48.000	LFT	South of Intersection
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Remarks:

Comments: DWR Work Operations Crider continued to install the 24" Water Main.

Traffic Device Checked: Y

DWR's Entered By:	Name	Original ID/Adjuster ID
	McElroy, Matt	

Diary Created By: McElroy, Matt

Report No.: 52

I.C. 103

Indiana Department of Transportation
Daily Report and Diary for

Friday 07/13/2012

District: Seymour

Contract No.: R -33668

Prime Contractor: CRIDER & CRIDER INC

Project Nbr(s): 0900213 1172347

Min. Temp: 64

Max. Temp: 89

Weather: Mostly Sunny

Time Charge: Completion Date

ORGC: 10/15/2012

ADJC: 10/15/2012

Control Op.: Storm Sewer

Frac Day Workable: 8/8,
100%

Contractor:

Supervisors:

Personnel:

Project:

CLN: PLN: User ID: Item Description: Quantity: Units: Location:

Comments: **DWR Work Operations** Crider worked only on backfilling and covering the 24" Water Main.

Traffic Device Checked: Y

DWR's Entered By: Name Original ID/Adjuster ID
 McElroy, Matt

Diary Created By: McElroy, Matt Report No.: 53

I.C. 103

Indiana Department of Transportation
Daily Report and Diary for

Saturday 07/14/2012

District: Seymour

Contract No.: R-33668

Prime Contractor: CRIDER & CRIDER INC

Project Nbr(s): 0900213 1172347

Min. Temp: 71

Max. Temp: 84

Weather: Mostly Cloudy w/ some rain

Time Charge: Completion Date

ORGC: 10/15/2012

ADJC: 10/15/2012

Control Op.: Storm Sewer

Frac Day Workable: 2/8,
25%

Contractor:	35-1875662	CRIDER & CRIDER INC	Supervisors:	1	Personnel:	2
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Project: 0900213

CLN:	PLN:	User ID:	Item Description:	Quantity:	Units:	Location:
0017	0017	xmcelroy	TEMPORARY SILT FENCE	91.000	LFT	W. Side of Sare

Remarks:

Comments: **DWR Work Operations** Crider installed silt fence on the west side of Sare Road at the low point in preparations for storm work.

Traffic Device Checked: Y

DWR's Entered By:	Name	Original ID/Adjuster ID
	McElroy, Matt	

Diary Created By:	McElroy, Matt	Report No.:	54
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I.C. 103

Indiana Department of Transportation
Daily Report and Diary for

Sunday 07/15/2012

District: Seymour

Contract No.: R-33668

Prime Contractor: CRIDER & CRIDER INC

Project Nbr(s): 0900213 1172347

Min. Temp: 70

Max. Temp: 90

Weather: Mostly Sunny

Time Charge: Completion Date

ORGC: 10/15/2012

ADJC: 10/15/2012

Control Op.: Storm Sewer

Frac Day Workable: 0/8, 0%

Contractor:

Supervisors:

Personnel:

Project:

CLN: PLN: User ID: Item Description:

Quantity: Units: Location:

Comments: DWR Work Operations Sunday. No work allowed.

Traffic Device Checked:

DWR's Entered By:

Name

Original ID/Adjuster ID

McElroy, Matt

Diary Created By:

McElroy, Matt

Report No.: 55

I.C. 103

**Indiana Department of Transportation
Daily Report and Diary for**

Monday 07/16/2012

District: Seymour

Contract No.: R-33668

Prime Contractor: CRIDER & CRIDER INC

Project Nbr(s): 0900213 1172347

Min. Temp: 71

Max. Temp: 96

Weather: Mostly Sunny

Time Charge: Completion Date

ORGC: 10/15/2012

ADJC: 10/15/2012

Control Op.: Storm Sewer

Frac Day Workable: 8/8,
100%

Contractor: 35-1875662 CRIDER & CRIDER INC Supervisors: 1 Personnel: 4

Project: 0900213

CLN:	PLN:	User ID:	Item Description:	Quantity:	Units:	Location:
0021	0021	xmcelroy	STRUCTURAL BACKFILL, TYPE 2 , NO. 11 OR NO. 12 CRUSHED AGGREGATE FOR PIPE BACKFILL	7.230	CYS	Str. 55 to 57
Remarks:						
0021	0021	xmcelroy	STRUCTURAL BACKFILL, TYPE 2 , NO. 11 OR NO. 12 CRUSHED AGGREGATE FOR PIPE BACKFILL	0.520	CYS	Str. 58 to 57
Remarks:						
0021	0021	xmcelroy	STRUCTURAL BACKFILL, TYPE 2 , NO. 11 OR NO. 12 CRUSHED AGGREGATE FOR PIPE BACKFILL	10.100	CYS	Str. 59 to 58
Remarks:						
0021	0021	xmcelroy	STRUCTURAL BACKFILL, TYPE 2 , NO. 11 OR NO. 12 CRUSHED AGGREGATE FOR PIPE BACKFILL	7.270	CYS	Str. 54 to 55
Remarks: Placed June 26 along with pipe						
0081	0081	xmcelroy	PIPE DUCTILE IRON 15 IN DIP, CLASS 250, 15 IN FOR STORM SEWER	2.000	LFT	Str. 58 to 57
Remarks:						
0081	0081	xmcelroy	PIPE DUCTILE IRON 15 IN DIP, CLASS 250, 15 IN FOR STORM SEWER	44.000	LFT	Str. 59 to 58
Remarks:						
0086	0084	xmcelroy	PIPE RCP, II, D001=1000, 12 IN FOR STORM SEWER	56.000	LFT	Str. 54 to 55
Remarks:						
0101	0097	xmcelroy	PIPE DUCTILE IRON 11.8" DIP, CLASS 350, 12 IN FOR STORM SEWER	24.000	LFT	Str. 55 to 57
Remarks:						

ADJC - Adjusted Completion Date ORGC - Original Completion Date

0110 0105 xmcelroy MANHOLE, D10 1.000 EACH Str. 57

Remarks:

0113 0108 xmcelroy INLET, M10 1.000 EACH Str. 58

Remarks:

0113 0108 xmcelroy INLET, M10 1.000 EACH Str. 59

Remarks:

Comments: DWR Work Operations Crider started working on storm sewer again today. They started at the low point on Sare Road north of the intersection. Structures and pipe in this section was started on the west side of Sare.

Traffic Device Checked: Y

DWR's Entered By: Name Original ID/Adjuster ID
McElroy, Matt

Diary Created By: McElroy, Matt **Report No.:** 56

I.C. 103

**Indiana Department of Transportation
Daily Report and Diary for**

Tuesday 07/17/2012

District: Seymour

Contract No.: R-33668

Prime Contractor: CRIDER & CRIDER INC

Project Nbr(s): 0900213 1172347

Min. Temp: 75 **Max. Temp:** 97 **Weather:** Partly Cloudy

Time Charge: Completion Date **ORGC:** 10/15/2012 **ADJC:** 10/15/2012

Control Op.: Storm Sewer

Frac Day Workable: 8/8,
100%

Contractor: 35-1875662 CRIDER & CRIDER INC **Supervisors:** 1 **Personnel:** 4

Project: 0900213

CLN:	PLN:	User ID:	Item Description:	Quantity:	Units:	Location:
0124	0119	xmcelroy	MAINTAINING TRAFFIC	0.150	LS	Project Limits

Remarks:

0151	0151	xmcelroy	ROAD CLOSURE SIGN ASSEMBLY	11.000	EACH	Project Limits
------	------	----------	----------------------------	--------	------	----------------

Remarks: Placed May 30, Paid today

Project: 1172347

CLN:	PLN:	User ID:	Item Description:	Quantity:	Units:	Location:
0093	0009	xmcelroy	VALVE 24" SHUTOFF (BUTTERFLY) VALVE RESTRAINED WITH BOX	1.000	EACH	N. End of Water Main

Remarks:

0093	0009	xmcelroy	VALVE 24" SHUTOFF (BUTTERFLY) VALVE RESTRAINED WITH BOX	1.000	EACH	S. End of Water Main
------	------	----------	---------------------------------------------------------------	-------	------	----------------------

Remarks:

0104	0012	xmcelroy	WATER MAIN, 24 IN. PRESTRESSED CONCRETE CYLINDER PIPE WITH RESTRAINED JOINTS, INCLUDE BACKFILL	10.000	LFT	N. End of Water Main
------	------	----------	------------------------------------------------------------------------------------------------------------	--------	-----	----------------------

Remarks:

0104	0012	xmcelroy	WATER MAIN, 24 IN. PRESTRESSED CONCRETE CYLINDER PIPE WITH RESTRAINED JOINTS, INCLUDE BACKFILL	10.000	LFT	S. End of Water Main
------	------	----------	------------------------------------------------------------------------------------------------------------	--------	-----	----------------------

Remarks:

Comments: DWR Work Operations Crider just had INDOT #12 Aggregate hauled in for use in backfilling storm sewer. They also finished 24" Water Main by installing the butterfly valves at the north and south ends.

Traffic Device Checked: Y

DWR's Entered By:	Name	Original ID/Adjuster ID
	McElroy, Matt	

Diary Created By: McElroy, Matt

Report No.: 57



1900 Liberty Dr. • Bloomington, IN 47403 • Office: (812) 336-4452 • Fax: (812) 333-1434

Matt McElroy

Crossroad Engineers, PC.

RE: Contract R-33668-A Response to Contract Extension Request

As you know Scott Lentz has left Crider and Crider. I along with Bobby Burns and Brad Bredeweg are going to do our best to work with you to close out the Sare and Rogers's Road project.

You contacted me about Scott's letter for the request for extra time to be added to the contract to complete the project. As you said Scott did not return your response to his original letter. Looking through his files I saw that he received your response around Dec 4th 2012 he should have contacted you with a written response but for whatever reason he did not.

You and I met with Doug Ewing from INDOT to go over the letter you sent Scott, and you have allowed me a chance to respond which I appreciate. There were some issues Scott left out and should have been more detailed that should be reconsidered when looking at the request for the time extension. The city decided to lower the water main on the NW corner of Sare this took 4-5 days to complete. This came about because they felt their existing main was too shallow they discovered this when we were excavating for the wall that runs on the North West side of Rogers Rd.

But we had scheduled the Wall Contractor in and material arrived that day so CBU to their credit mobilized to do it within a day but this delayed and changed my schedule to get this work complete so as not to interrupt the concrete pavement operation. Not only did I have to cancel this operation it cost me extra days and it also made the wall operation more time consuming because they now had to wait until the pavement was in due to the concrete schedule. At which time they had to deal with live traffic and made this a more time consuming operation getting materials in and back filling. This also delayed the sidewalk placement in this area because Decorative paving had to do their work before the walk could be placed all this delay cost me 5 days.

We also had and still have the problem of the utilities in that same area. Duke had to lower a box and then lower lines this did not allow me to excavate this area as we had planned. And even after they finished their work the first time, then we had issues with Comcast lines that needing to be lowered their lines which we were told would done in 3 days and it was 3 weeks

Page 2 of 32/22/2013

November 12, 2009

before they finally got on site and relocated and abandoned the exist lines .Again costing time to finish the project. Then once we were given the all clear to proceed with cutting back the slope we found that the electric coming from the Summer Set subdivision was in the slope and went to a pole that Duke had not removed. After Duke finally realized that the new slope would leave their pole without substantial cover and it would fall if the ground cover was removed we were told by Duke they would need to put in a new pole. Again this delayed and added extra expense because I had moved a Rubber Tire Excavator in from a job in Muncie just to do the work. The pole was not removed until January of this year and the electric line are still an issue. Three times we were told we could remove the extra dirt out of that area and each time a utilities

Conflict prevented us from completing our work. If we could have moved the dirt back in July it could have been used in the fill areas. Because of the utility conflicts the excess material will now have to be removed from the site. The Utility issues between Duke and the cable and phone service cost me 8-10 days on my schedule and has added extra cost to us.

Scott also should have mentioned the conflict with Comcast utilities on the North West end of Sare where Comcast had not located the unground and we hit a buried fiber optic line that held us up for 2 days from completing our storm until they could get it relocated temporarily so the work could be completed.

There was also an issue of the City Utilities and the Park's department taking a week to decide which agency was responsible for the water service line that went to the island along with setting the meter pit. We waited 3 days and I made calls myself several times to get them to try and expedite this as this was holding up work that could have been completed in the center Island. Finally I told them I would have a crew do the excavation if they would just get the service and meter pit in. We dug the trench and they did install the line but it took another 2 days for the meter pit to be set.

Even with all these issues and the rain we were done except for some minor landscaping and the hand rail around November 14th. We had our final walk through and we completed those items in the allotted time. We still have to finish some landscaping which cannot be done until spring and there is the remaining issue of the slope when the electric is relocated to the proper depth. And again I will have to remobilize equipment and manpower and set up traffic control again to do this operation which if everything is out of the way should take 1 day to complete.

Duke Energy is to meet again with myself and Roy Aten from the City on Monday 2/25/13 to get this problem resolved.

The extra 18 days that I have listed were needed to complete the project were justified with all of the utility delays we incurred. The job looks great and everyone involved including the public are happy with the finished product. I appreciate you giving me the chance to respond to your letter. And if you need anything else I will do anything I can to help.

Page 3 of 32/22/2013

November 12, 2009

Respectfully

Doug Rockhold

March 7, 2013

Mr. Doug Rockhold
Crider and Crider, Inc.
1900 Liberty Drive
Bloomington, IN 47403

RE: Contract Completion Extension Request
INDOT Contract R-33668-A
Project # 0900213
Bloomington, IN

Mr. Rockhold,

This letter is in response to the request for time extension for the above project from the adjusted completion date of November 3, 2012 submitted by claim letter (Attachment A) on Friday, February 22, 2013. Attachments B and C show the original claim made on Wednesday, September 29, 2012, and INDOT's response on Tuesday, December 4, 2012, respectively.

Scott Lentz had originally requested 5 days for conflicts with Duke utilities and City of Bloomington utilities on the northwest corner of the project. According to INDOT standards and specifications these delays were not considered because they did not affect controlling operations which at the time was PCCP and not the modular block retaining wall. All of the schedules submitted by Crider & Crider show the modular block retaining wall and sidewalk being a controlling operation after the PCCP is in place.

INDOT and I understand that utilities have caused a major delay in grading the slope on the northwest corner. We are willing to grant a time extension that will ensure that no liquidated damages are incurred for Crider & Crider, but we also expect no additional cost for the work that still needs to be completed on the northwest corner. This would bring the adjusted final completion date Tuesday, November 20, 2012.

Let me know if you have any questions or need further explanation of changes.

Respectfully,

Matt McElroy, E.I.
CrossRoad Engineers P.C.

cc: Adrian Reid
Doug Ewing
Trent Newport
File



1900 Liberty Drive • Bloomington, Indiana 47403 • Office: (812) 336-4452 • Fax: (812) 333-1434

January 22, 2015

Mr. Matt McElroy, E.I.
CrossRoad Engineers, P.C.
3417 Sherman Drive
Beech Grove, IN 46107

Re: INDOT Contract R-33668-A - Assessment of Liquidated Damages

Dear Mr. McElroy:

In reviewing your letter dated September 3, 2014, regarding the assessment of liquidated damages by the Indiana Department of Transportation ("INDOT") on the above-referenced Project, Crider & Crider, Inc. ("Crider") submits the following:

Your letter of September 3, 2014, was the first mention, ever, that INDOT was considering the assessment of any liquidated damages on this Project. Suffice to say, Crider does not accept your analysis or the assessment of liquidated damages against it for its work on this Project. Crider not only disputes your analysis of the circumstances that resulted in the assessment of liquidated damages, it disputes your underlying contract interpretation you relied upon to justify the assessment of liquidated damages.

As you mention in your letter, the contractual premise upon which you rely to assess liquidated damages is contained within Section 108.09 of the INDOT Standard Specifications, 2012 Edition. Crider does not agree with your interpretation of this provision; specifically, your statement that "punch list items do not extend contract completion time" is not justified by the language of Section 108.09. To the contrary, Section 108.09 of the Standard Specifications provides that "five work days will be permitted after notification from the Department to complete all corrective or cleanup work necessary for final inspection. *Thereafter, time will be charged for each day the work remains uncompleted.*"

As can be seen from the above italicized language, the Standard Specifications specifically envision giving the contractor an additional five days from the date the punch list is completed before any assessment of liquidated damages would be charged. Furthermore, as you state in your letter, the Project was inspected on November 16 and the punch list was not generated until November 19. In accordance with Section 108.09, the three days that passed during the time in which INDOT was preparing its punch list should not be assessable as

contract days.

When the Project was set for pre-final inspection on November 16, 2012, Crider had met its contractual obligations regarding the timing for the Project and any delays that were experienced thereafter were not assessable as liquidated damages. As you mention in your letter, the contract completion date that INDOT agreed to was November 20, 2012. By submitting for pre-final inspection prior to that date, Crider met its original completion date. The fact that INDOT prepared a minor punch list that had to be completed for final completion of the Project did nothing to effect the fact that the Project was completed within the original time frame upon which INDOT agreed. Moreover, given that the Standard Specifications specifically allow for an additional five days to complete any punch list work, Crider was given to at least November 25, 2012, to complete its punch list. By adding two additional days for the holidays that took place during this time, Crider must be given to at least November 27, 2012, within which to complete its work on the punch list.

As you mention, INDOT is in agreement the punch list work that could be completed within the season was completed no later than November 28, 2012. Even considering the analysis undertaken by INDOT in a light most favorable to INDOT, at most, there would be \$1,500.00 that could be assessed as liquidated damages on this Project. However, your analysis fails to factually account for the actual days of lost time experienced by Crider as a result of the issues that arose on this Project.

Your letter of September 3, 2014, grants an additional 17 days due to "unforeseen utility conflicts." Crider was not given the opportunity to respond to this time extension; however, 17 days is not sufficient to address the delays resulting from unforeseen utility conflicts on this Project. Crider provided notice on May 24, 2012, of the delay impact due to material deliveries which were beyond Crider's control. Crider actually lost 21 days of excusable delay due to the material delays and the resulting suspension of work on the controlling operation due to this loss of time. In addition, a nonconcurrent utility delay was experienced by Crider as a result of the City of Bloomington lowering its water main at the Project location which caused further delays to the Project and for which you have not accounted for in your analysis.

Additionally, Duke Energy also had utilities in the area which caused delays and which negatively impacted the timing and schedule for the Project which has not been accounted for in your analysis of the time extensions granted to Crider.

Taking into account the actual days lost as a result of the material delays outside of Crider's control and the actual utility impact delays experienced on this Project, more than eight days of additional time need to be added to the contract completion date which will more than nullify the liquidated damages you are attempting to assess, even under your inaccurate interpretation of the Standard Specifications.

Finally, while you agree there is time due Crider for the material delays and utility conflicts on this Project, Crider notified INDOT that not only was it entitled to additional time, but additional compensation as the result of the delays being experienced on this Project. Your letter of September 3, 2014, does nothing to acknowledge the financial responsibility for the delays that were caused by the utility conflicts despite being properly notified by Crider in May 2012 of such costs.

As was mentioned in Crider's letter, it did attempt to keep track of the additional costs it was experiencing as a result of additional mobilizations, maintenance of traffic, trucking, and additional labor and

equipment that were caused by the delays experienced on the Project for which Crider is entitled to additional compensation. Summarized below are the additional costs incurred by Crider and for which Crider requests additional compensation from INDOT as a result of the delays caused by the utility conflicts and excusable material delays:

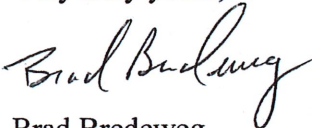
- 1. Additional Mobilizations - \$ 2,100.00
- 2. Additional Maintenance of Traffic - \$ 9,029.50
- 3. Additional Trucking - \$ 3,531.55
- 4. Additional Labor & Equipment - \$22,665.75

Total: **\$37,326.80**

As a result of the above, Crider will not agree to the assessment of any liquidated damages against it for its work on this Project; moreover, Crider is requesting additional compensation from INDOT in the amount of \$37,326.80 as a result of the utility conflicts and delays that were experienced on this Project.

Upon receipt of this letter, I would appreciate if you would contact me at your earliest convenience so that we may finally put this Project to rest.

Very truly yours,



Brad Bredeweg
Crider & Crider, Inc.

FORM DAC-25

INDIANA DEPARTMENT OF TRANSPORTATION
CONTRACT INVOICE - VOUCHER
AND
PROGRESS ESTIMATE

Print Date: 01/13/15

CONTID : R -33668
PCN : 0900213

VOUCHER NO : 0011 SEMI-MONTHLY (EVERY 2 WEEKS)
DISTRICT OFFICE : 650

SPEC : 10

CONTRACT DESCRIPTION:
INTERSECTION IMPROVEMENT
PROJECT NO : NA -0900213
INTERSECTION IMPROVEMENT
NAME OF ROAD :
PROJECT COUNTY : MONROE

TIME ALLWD : 10/15/12 FIXED COMPLETION DATE

MATCHED INVOICE NO. : 12814464011
PV8001281446411
PURCHASE ORDER NO. : 12814464

DATE OF P.O. :

CONTRACTOR :
CRIDER & CRIDER INC
1900 SOUTH LIBERTY DRIVE
BLOOMINGTON IN 47403-5138

812-336-4452

STATE SHARE : \$ -2,400.00
FEDERAL SHARE : \$ -9,600.00
TOTAL DISBURSEMENT : \$ -12,000.00

AMT PAID

AMT LIQ.

APPROVED FOR PMT

PAYMENT PERIOD ENDING DATE: 01/13/15

AWD PROJECT AMT	\$ 2,081,845.62
CURRENT PROJECT AMT	\$ 2,081,845.62
PERCENT COMPLETE	94.49
PROJECT ALLOCATED FUNDS	\$ 2,081,845.62
PROJECT FUNDING BALANCE	\$114,780.42
P.O. AMOUNT	\$ 2,081,845.62
LESS: PAY TO DATE	\$ 1,967,065.20
P.O. BALANCE	\$ 114,780.42

	TO DATE	THIS STATEMENT
PARTICIPATING	\$ 1,967,065.20	\$ -12,000.00
NON-PARTICIPATING	0.00	0.00
TOTAL EARNINGS	1,967,065.20	-12,000.00
MATERIAL ALLOWANCE	0.00	0.00
GROSS EARNINGS	1,967,065.20	-12,000.00
RETAINAGE	0.00	0.00
NET EARNINGS	1,967,065.20	-12,000.00
LIQUIDATED DAMAGES	0.00	0.00
CLAIMS ADJUSTMENT 1	0.00	0.00
CLAIMS ADJUSTMENT 2	0.00	0.00
CLAIMS ADJUSTMENT 3	0.00	0.00
AMOUNT DUE	1,967,065.20	-12,000.00
OTHER ADJUSTMENTS	0.00	0.00

PAYABLE \$ -12,000.00

APPROVED FOR PAYMENT BY _____

PE/S: McElroy, Matt

Approval By:

Approval Date:

FORM DAC-25

INDIANA DEPARTMENT OF TRANSPORTATION
CONTRACT INVOICE - VOUCHER

STATE FORM 283 (R09/06)

AND

PROGRESS ESTIMATE

Print Date: 01/13/15

Contract ID: R -33668		PCN: 0900213		Project: NA -0900213			
PLN / CLN	Item Code / Description	Current Qty Unit Price	Units	Prev Qty Qty This Est Qty to Date	Amount This Period	Cumulative Amount	
Category Number: 0001 INTERSECTION IMPROVEMENT							
0002 / 0002	109-08359 / LIQUIDATED DAMAGES	0.500 1.00000	DOL	0.000 -12,000,000 -12,000,000	\$-12,000.00	\$-12,000.00	
Category 0001		Current Amt	\$0.50		\$-12,000.00	\$-12,000.00	
Project Total		Current Amt	\$0.50		\$-12,000.00	\$-12,000.00	

* Non Participating Item

FORM DAC-25

INDIANA DEPARTMENT OF TRANSPORTATION
CONTRACT INVOICE - VOUCHER
AND
PROGRESS ESTIMATE

Print Date: 01/13/15

CONTID : R -33668
PCN : 0900213

VOUCHER NO : 0011 SEMI-MONTHLY (EVERY 2 WEEKS)
DISTRICT OFFICE : 650

SPEC : 10

Pursuant to the provisions and penalties of IC 1971 5-11-10 I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Contractor _____ Date _____
Mad M. G. _____ *1/13/2015*
Project Engineer _____ Date _____

District _____ Date _____

Operations Support _____ Date _____



Board of Public Works Staff Report

Project/Event: Dedication of Right-of-Way as part of the Summit Woods Phase 2, Section 1 Final Plat.

Petitioner/Representative: Smith Brehob/Steve Brehob

Staff Representative: Dan Backler, Public Improvements Manager

Date: 1/9/2018

Report: As part of the Sudbury Parcel O PUD, the petitioner has taken the aforementioned plat through the plat committee. Through this process a portion of right-of-way is to be dedicated to the public.

The property is a portion of a subdivision that is currently under construction. There will be a public improvement bond required to cover the improvements proposed in the right-of-way.

Recommendation and Supporting Justification: Staff recommends that the Board approve this dedication of right-of-way.

Recommend Approval Denial by Dan Backler

UNIT	ADDRESS
25	2278 S. SAMUEL LANE
26	2274 S. SAMUEL LANE
27	2270 S. SAMUEL LANE
28	2266 S. SAMUEL LANE
29	2262 S. SAMUEL LANE
30	2258 S. SAMUEL LANE

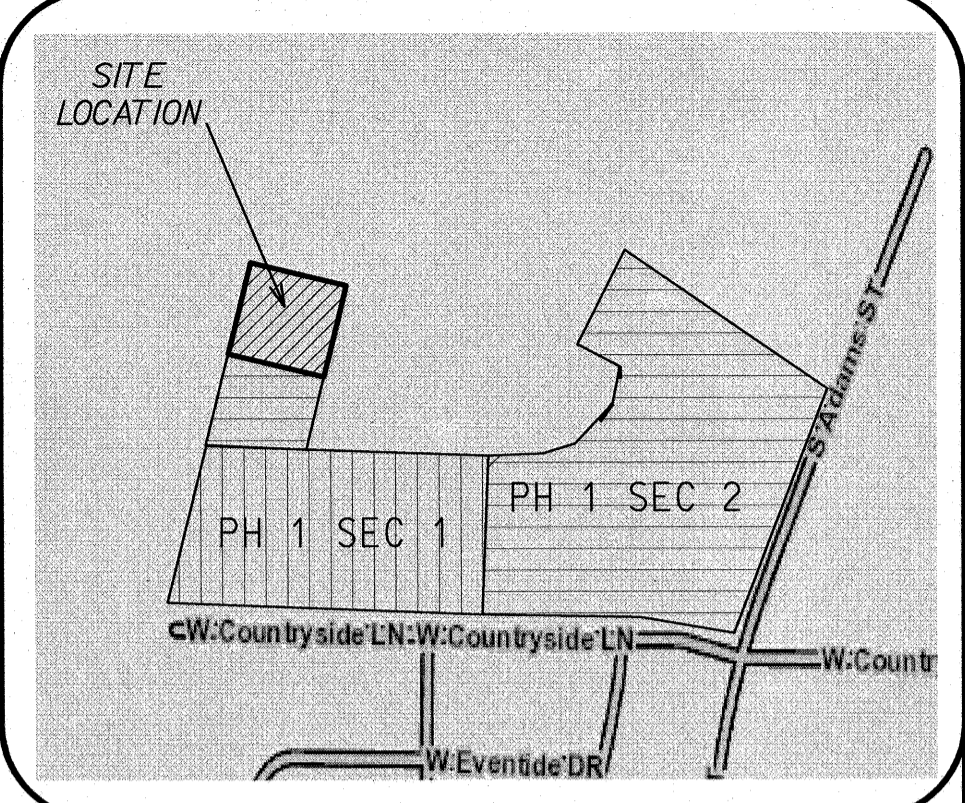
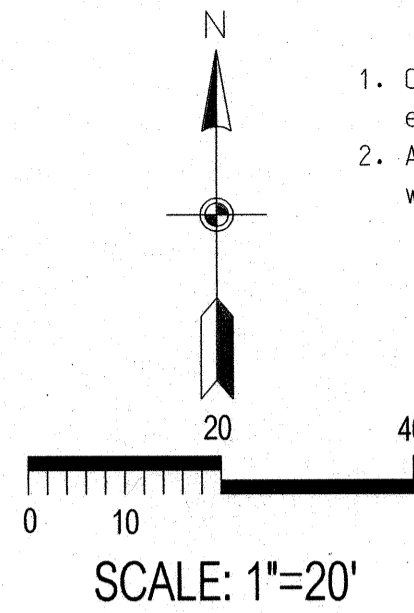
R = 675.00'
 L = 24.62'
 CD = S64° 52' 42" E
 CL = 24.62'

GENERAL NOTES

- Original boundary survey completed by Phil O. Tapp entitled "Sudbury Parcel 0".
- All corners to be marked with 5/8" x 2' rebars with yellow SBA cap.

MONUMENT LEGEND

- STONE MONUMENT
- STONE WITH X
- CONCRETE MONUMENT
- 5/8" REBAR W/ PLASTIC CAP SET
- REBAR FOUND
- IRON ROD FOUND
- FENCE POST FOUND
- RAILROAD SPIKE FOUND
- PK NAIL
- GPS MONUMENT
- HIGHWAY BOX
- EASEMENT LINE



LOCATION MAP

No Scale

OWNER CERTIFICATION

The real estate described on this plat shall be and is hereby subject to the terms and Conditions of the Declaration of Covenants, conditions and Restrictions, as well as the Facilities Maintenance Plan, which forms a part of that document. Recorded on July 25, 2016 as Instrument Number 2016010124 COV RES in the office of the Recorder of Monroe County, Indiana.

The undersigned, Joseph Kemp, Jr. President of Joe Kemp Construction, LLC., being the owner of the above described real estate, does hereby layoff, plat and subdivide the same into lots and streets in accordance with this plat. This within plat shall be known and designated Summit Woods Phase 2 Section 1. All additional rights-of-way shown and not previously dedicated are hereby dedicated for public use.

IN WITNESS WHEREOF, Joe Kemp Construction, LLC., an Indiana Limited Liability Corporation, by Joseph Kemp Jr. President, has hereunto executed this 30 day of JANUARY, 2018.

Joseph Kemp Jr.
 Joseph Kemp Jr., President
 Joe Kemp Construction, LLC.

STATE OF INDIANA)
 COUNTY OF MONROE)

Before me, a Notary Public in and for the State of Indiana and Monroe County, personally appeared Joseph Kemp Jr., personally known to me to be the President of Joe Kemp Construction, LLC., and being the owner of the described real estate, and who acknowledged the execution of the foregoing plat for the Real Estate known as Summit Woods Phase 2 Section 1 as his voluntary act and deed for the uses and purposes therein expressed.

WITNESS my hand and Notarial Seal this 30 day of JANUARY, 2018.

My Commission Expires: 8/2/2024

Larry S. Beckman
 Larry S. Beckman, NOTARY PUBLIC
 a Resident of Monroe County



PLAN COMMISSION AND BOARD OF PUBLIC WORKS

Under the authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly of the State of Indiana and ordinance adopted by the Common Council of the City of Bloomington, Indiana, this plat was given approval by the City of Bloomington as follows:

Approved by the Board of Public Works at a meeting held:

President,

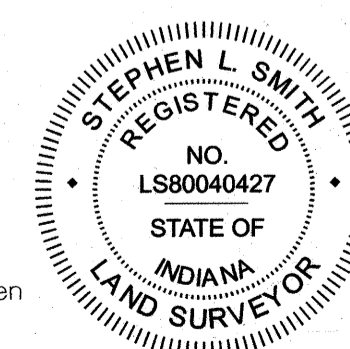
Member,

Member,

Approved by the City Plan Commission at a meeting held:

Theresa Porter, Director of Planning and Transportation

Joseph Hoffman, President of Plan Commission



LEGAL DESCRIPTION

A part of the Southeast quarter of Section 7, Township 8 North, Range 1 West, Monroe County, Indiana, being more particularly described as follows: Beginning at the Northwest corner of Block 4 of Summit Woods Phase 1 Section 2 Final Plat as recorded in Plat Cabinet D Page 161 in the Office of the Recorder, Monroe County, Indiana; thence North 13 degrees 19 minutes 25 seconds East 192.90 feet to a nontangent curve concave to the Southwest having a chord bearing of South 64 degrees 52 minutes 42 seconds East, a chord length of 24.62 feet and a radius of 675.00 feet thence along said curve and arc length of 24.62 feet; thence South 63 degrees 49 minutes 59 seconds East 137.56 feet to a tangent curve, concave to the Southeast having a chord bearing of South 64 degrees 44 minutes 43 seconds West, a chord length of 15.64 feet and a radius of 10.00 feet thence along said curve an arc length of 17.95 feet; thence South 13 degrees 19 minutes 25 seconds West 147.54 feet; thence North 76 degrees 40 minutes 35 seconds East 146.00 feet to the Point of Beginning, containing 0.59 acres more or less.

I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.
 Certified this 29th day of December, 2017.

Stephen L. Smith
 Stephen L. Smith
 Registered Land Surveyor No. LS80040427
 State of Indiana
 I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document unless required by law.
 Stephen L. Smith

SUMMIT WOODS PHASE 2 SECTION 1- FINAL PLAT





Board of Public Works Staff Report

Project/Event: Request to encroach into the public right of way and memorandum of understanding for construction at 223 N Morton Street (Omega Building).

Staff Representative: Dan Backler

Petitioner/Representative: Omega Visions, LLC/Marc Cornett/Gilliatte General Contractors

Date: 1/9/2018

Report: Omega Visions, LLC is proposing to construct a new building at the southwest corner of West 7th Street and North Morton Street. The petitioner is requesting permission to encroach into the public right of way with several building features. The proposed encroachments include outdoor seating canopies, a covered bicycle parking structure, a raised concrete outdoor seating area with guardrails and a mailbox cluster on a concrete pad. These encroachments require Board of Public Works approval. There are also a number of items that, pursuant to Amended Resolution 2016-02 which could be accepted at the staff level. In an effort to address all of these encroachments on a single resolution these items have been included in the resolution as well. Those encroachments are as follows: One fire department connection, two water meters, one post indicator valve, a grease interceptor, and six bicycle racks.

During construction, there will be a portion of right-of-way that the builder is proposing to utilize during construction. A portion of that right-of-way is occupied by metered parking spots. The builder will be paying for the metered spaces. The City is requiring the builder to sign a memorandum of understanding (MOU) which will detail the use of the right-of-way and the metered parking spaces. The MOU includes hold harmless language to indemnify the City during construction. There will be detours in place to allow for normal pedestrian traffic during construction. A portion of the proposed right-of-way has been used for parking by the property to the south. These parking spaces will be affected by the construction project.

Recommendation and Supporting Justification: This project was approved by the Plan Commission with the building features included. The encroachments are typical of a downtown structure and will not impede pedestrian traffic. The use of the right-of-way

is typical for downtown construction projects. Staff recommends approval of the encroachment resolution and of the MOU for use of right-of-way.

Recommend **Approval** **Denial** by Dan Backler

**BOARD OF PUBLIC WORKS
RESOLUTION 2018-02**

Encroachments at 223 N MORTON STREET

WHEREAS, OMEGA VISIONS, LLC (“Owner”), owns the real property located at 223 N. MORTON STREET, Bloomington, Indiana, more particularly described in a deed recorded as Instrument No. 2016017393 in the Office of the Recorder of Monroe County, Indiana; and

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

WHEREAS, Owner is constructing a new building at this location; and

WHEREAS, Owner has requested that it be allowed to install the following encroachments over and upon the public right of way adjacent to its business: FOUR (4) EXTERIOR CANOPIES, ONE (1) BICYCLE PARKING AREA CANOPY, SIX (6) BICYCLE RACKS, ONE (1) GREASE INTERCEPTOR, ONE (1) RAISED CONCRETE SEATING AREA, ONE (1) POST INDICATOR VALVE, ONE (1) FIRE DEPARTMENT CONNECTION, ONE (1) MAILBOX CLUSTER AND CONCRETE PAD, SIX (6) GUARDRAILS FOR OUTDOOR SEATING, AND TWO (2) WATER METERS AS SHOWN IN EXHIBITS A-H.

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington agrees not to initiate any legal action against Owner for the installation of the above described encroachments over and upon the public right of way, provided that:

1. Owner shall be allowed to install the following encroachments in the right of way: FOUR (4) EXTERIOR CANOPIES, ONE (1) BICYCLE PARKING AREA CANOPY, SIX (6) BICYCLE RACKS, ONE (1) GREASE INTERCEPTOR, ONE (1) RAISED CONCRETE SEATING AREA, ONE (1) POST INDICATOR VALVE, ONE (1) FIRE DEPARTMENT CONNECTION, ONE (1) MAILBOX CLUSTER AND CONCRETE PAD, SIX (6) GUARDRAILS FOR OUTDOOR SEATING, AND TWO (2) WATER METERS adjacent to its property located at 223 N MORTON STREET.
2. Owner agrees to maintain the described encroachments and to keep them in a safe and good condition.

3. The encroachments shall not deviate from the design which is depicted in Exhibits A through H of this Resolution. Exhibits A through H are attached hereto and incorporated herein.
4. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.
5. Owner agrees that the only encroachments that may be installed in the right of way are described herein. In the event Owner wishes to install any additional encroachment(s), Owner must first obtain additional approval from the Board of Public Works.
6. The terms of this Resolution shall be in effect upon execution of this document by Owner and acknowledgment by Owner that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachment is undesirable in terms of the general welfare of the City.
7. Owner understands and agrees that if the City or public utility needs to work in said area for any reason, and any of the encroachments needs to be removed to facilitate the City or utility, the removal shall be at the sole expense of Owner, and the City shall not be responsible for any damage which may occur to the encroachments by City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.
8. If at any time it is determined that the encroached upon area should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Owner shall remove any materials or other installations, included within the encroachments upon notification by the City, without compensation by the City.
9. In the event the Owner sells the business during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if Owner's successors and assigns wish to change any of the encroachment(s) in any way, Owner's successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment(s) prior to any change being made.
10. In consideration for the use of the property, Owner, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, and for the same consideration hereby agrees to indemnify, defend, hold harmless,

release, waive and forever discharge the City, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the City, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract. Owner expressly acknowledges that this agreement is intended to be as broad as permitted by law, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

11. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by OMEGA VISIONS, LLC; and (c) the return of a copy of the recorded Resolution to the Department of Planning and Transportation, which must include the Monroe County Recorder's file information.
12. This Resolution shall run with the land and shall bind the Owner and its successors and assigns. OMEGA VISIONS, LLC, expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.
13. Mary Friedman, as OWNER of OMEGA VISIONS, LLC, agrees by signing that she has full power by proper action to enter into this agreement and has authority to do so.

Signed this _____ day of _____, 2018.

Board of Public Works

OMEGA VISIONS, LLC

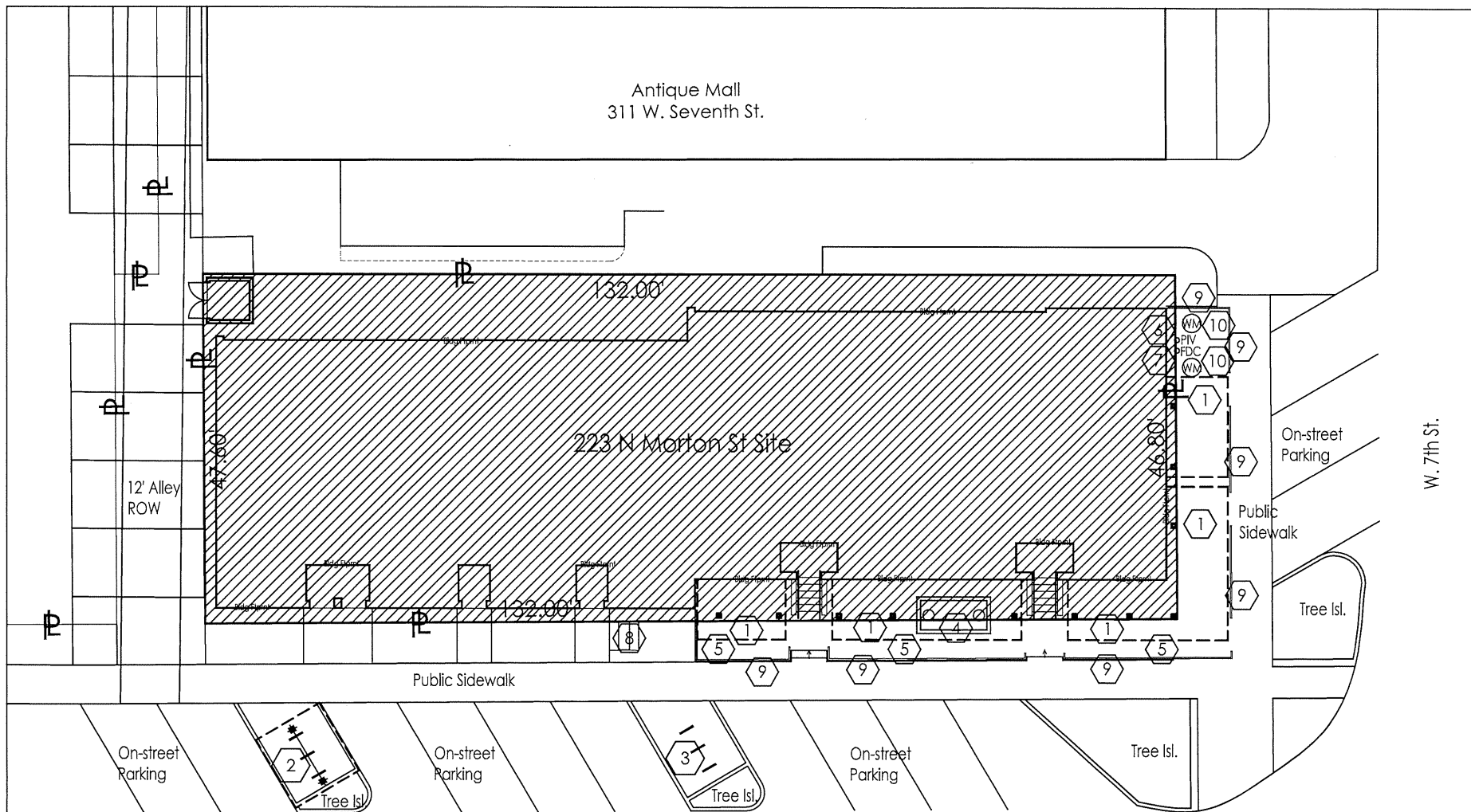
Kyla Cox Deckard, President

Mary Friedman,
Owner

Kelly M. Boatman

Date

Dana Palazzo

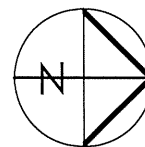


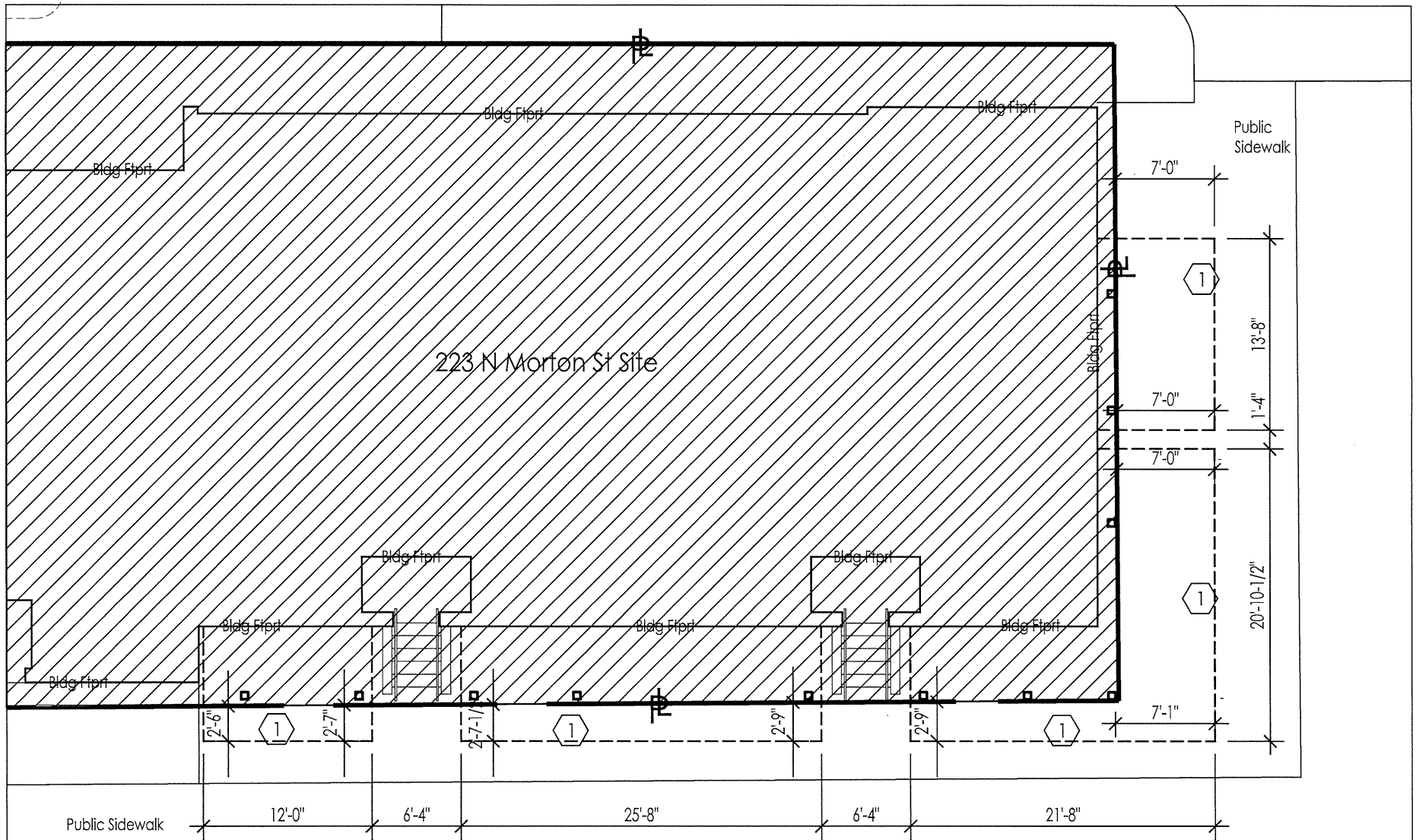
Site Plan / R.O.W. Encroachment Legend			
1	Proposed Exterior Canopy	6	Proposed PIV
2	Proposed Covered Bicycle Parking in Island	7	Proposed FDC
3	Proposed Bicycle Parking in Island	8	Proposed Mailbox Cluster and Concrete Pad
4	Proposed Grease Interceptor Tank	9	Proposed Guardrails to Define Seating Areas
5	Proposed Raised Patio Seating Area and Entry Steps	10	Proposed Commercial and Residential Water Meters and Pits (2)

N. Morton St.

A Proposed Site Plan w/ Encroachments

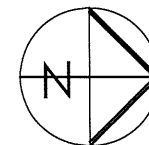
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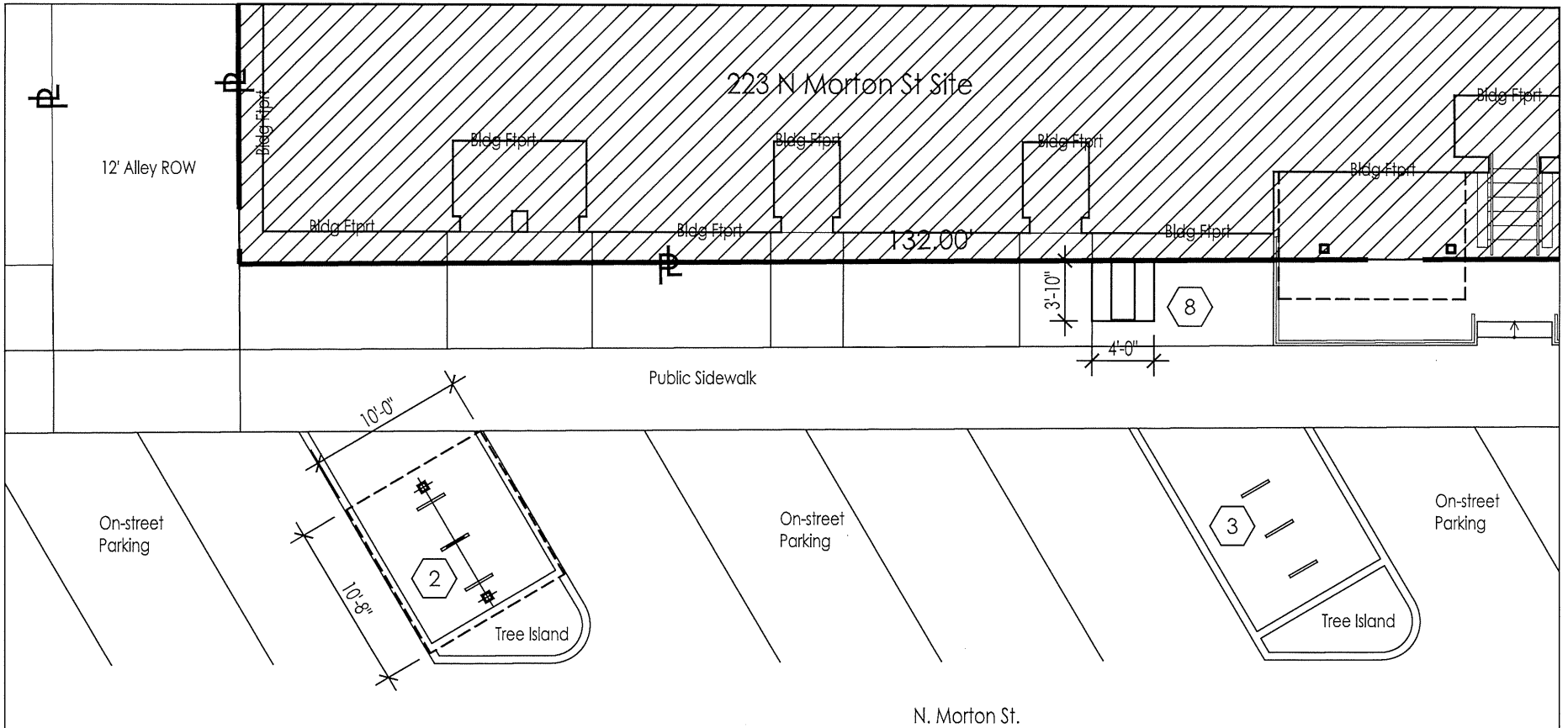




A Proposed Enlarged Partial Site Plan w/ Encroachments
 Scale: 1" = 10'-0" revised: 1-3-2018

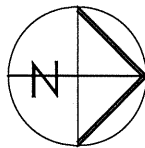
R.O.W. Encroachment Legend	
	Proposed Exterior Canopies

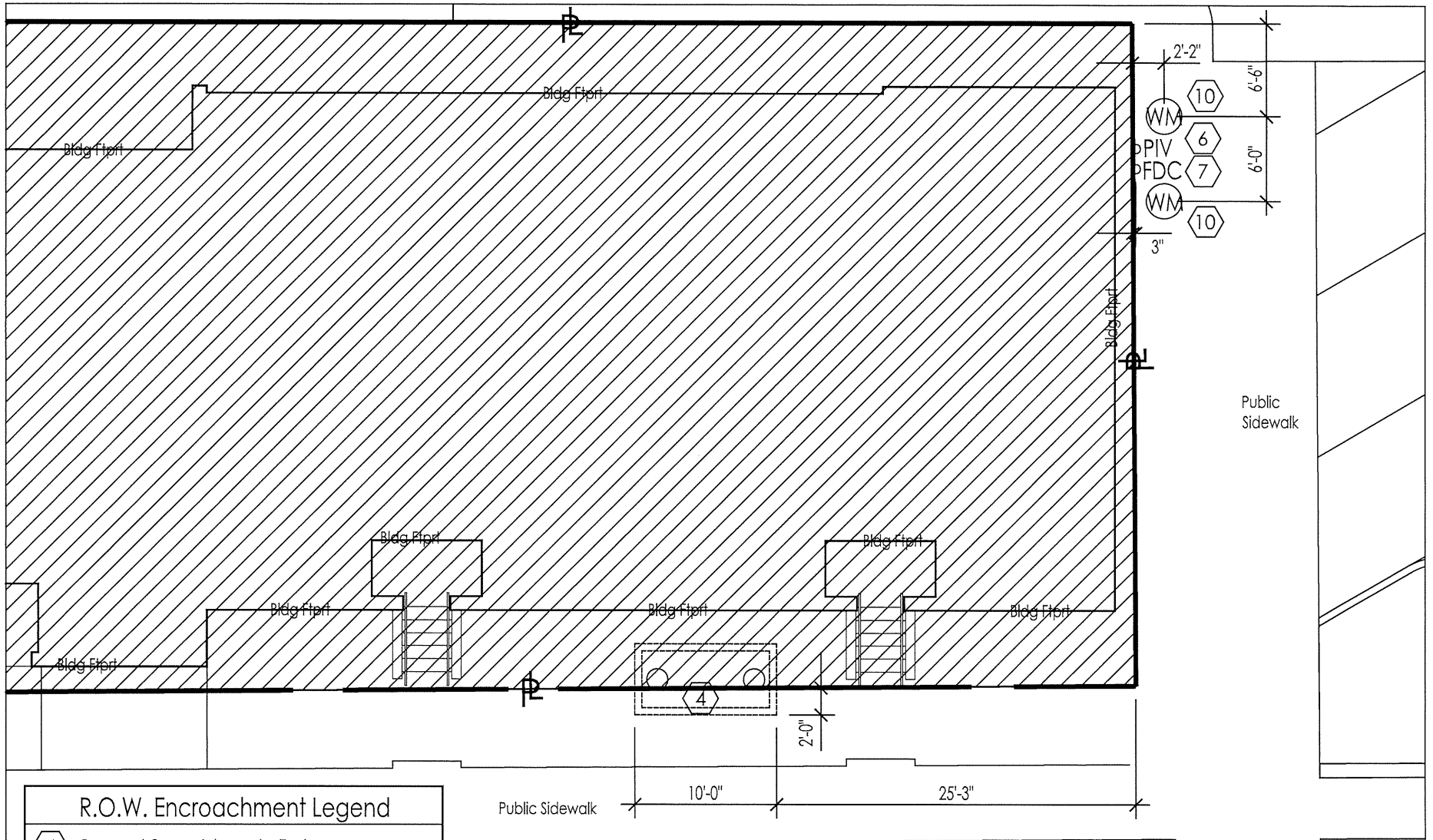




R.O.W. Encroachment Legend	
	Proposed Canopy Covered Bicycle Parking in Island
	Proposed Bicycle Parking in Island
	Proposed Mailbox Cluster on Concrete Pad

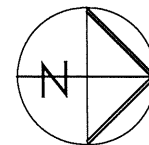
A Proposed Enlarged Partial Site Plan w/ Encroachments
 Scale: 1" = 10'-0"

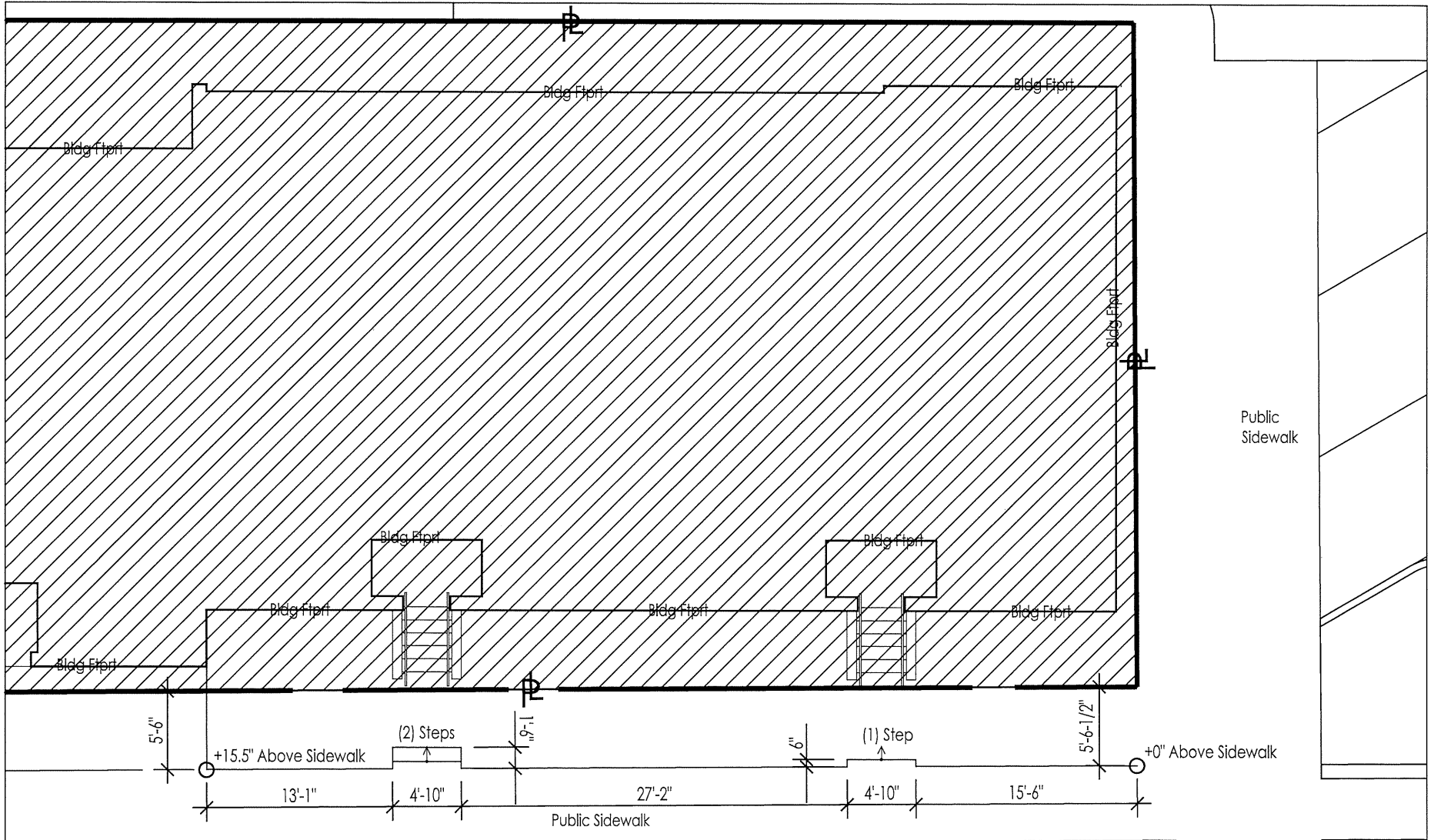




R.O.W. Encroachment Legend	
	Proposed Grease Interceptor Tank
	Proposed PIV
	Proposed FDC
	Proposed Commercial and Residential Water Meters and Pits (2)

A Proposed Enlarged Partial Site Plan w/ Encroachments
 Scale: 1" = 10'-0"

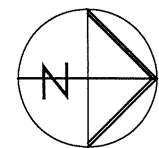




A Proposed Enlarged Partial Site Plan w/ Encroachments

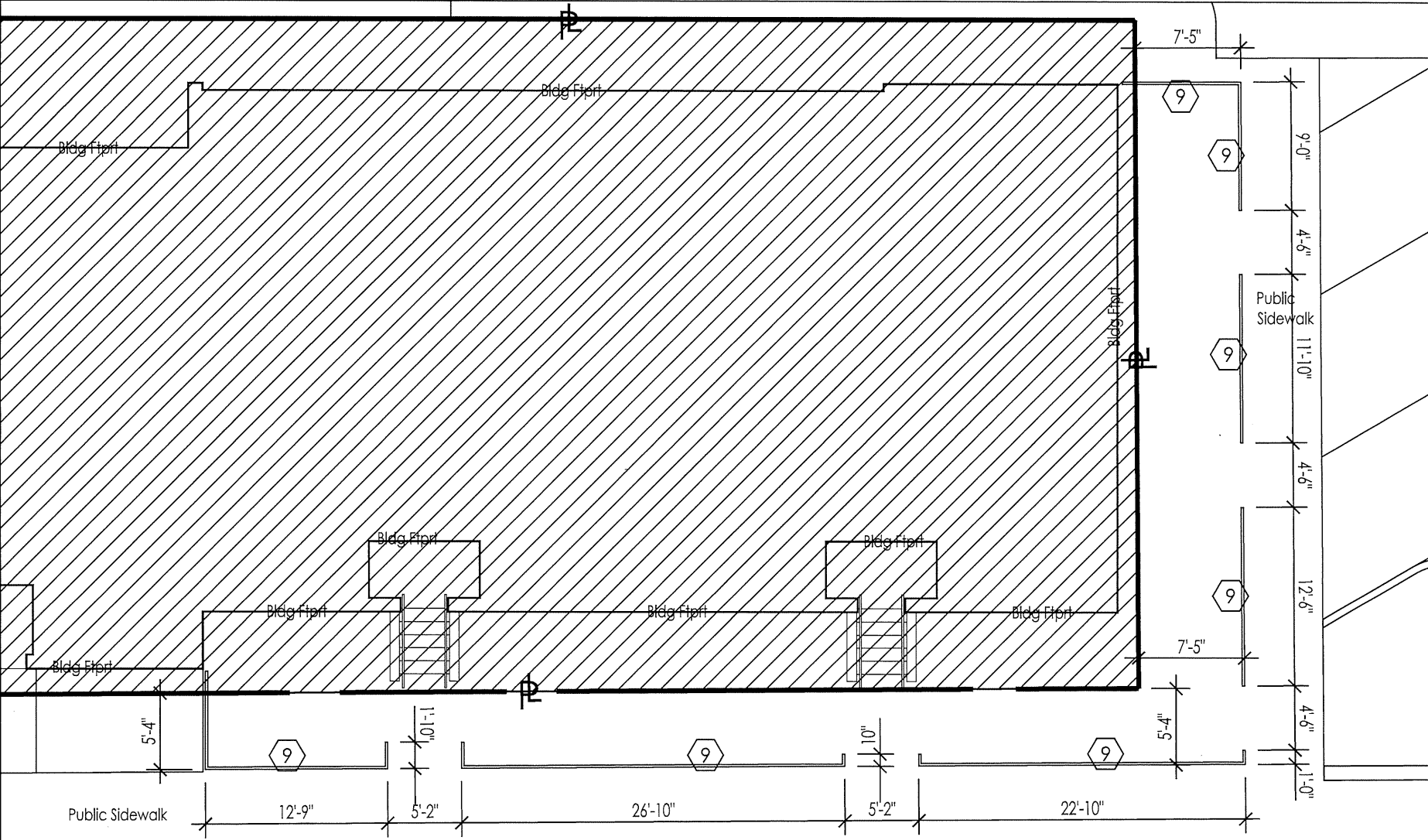
Scale: 1" = 10'-0"

R.O.W. Encroachment Legend	
	Proposed Raised Concrete Patio Area and Steps



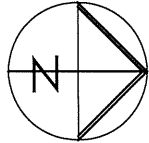
Project: 223 N. Morton St. Developer: OMEGA Visions, LLC Prepared By: Marc Cornett, architect

En-5



A Proposed Enlarged Partial Site Plan w/ Encroachments
 Scale: 1" = 10'-0"

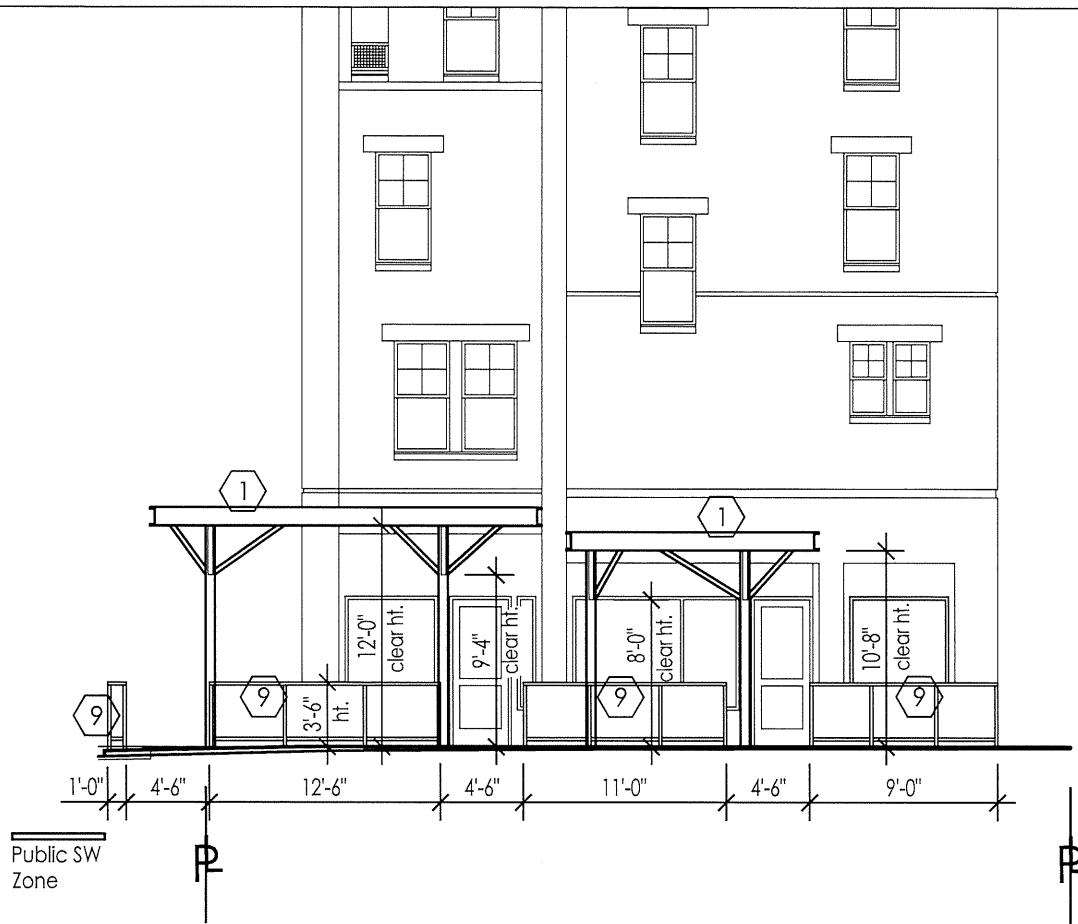
R.O.W. Encroachment Legend	
	Proposed 42" tall Guardrails to define Outdoor Patio Dining Areas





A Proposed Partial East Elevation w/ Encroachments
 Scale: 1" = 10'-0" revised: 1-3-2018

R.O.W. Encroachment Legend	
	Proposed Exterior Canopies
	Proposed Raised Concrete Patio Area and Steps
	Proposed 42" tall Guardrails to define Outdoor Patio Dining Areas



A Proposed Partial North Elevation w/ Encroachments
 Scale: 1" = 10'-0" revised: 1-3-2018

R.O.W. Encroachment Legend	
	Proposed Exterior Canopies
	Proposed 42" tall Guardrails to define Outdoor Patio Dining Areas

Memorandum of Understanding
Between
City of Bloomington Planning and Transportation Department
And
Gilliatte General Contractors, Inc.

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter “Planning and Transportation”) and Gilliatte General Contractors, Inc., outlines the binding conditions placed upon and agreed to by Gilliatte General Contractors, Inc., in exchange for use by Gilliatte General Contractors, Inc., its agents and subcontractors, of certain public right of way during the construction of the Omega development in the area south of West 7th Street, and west of N. Morton Street, as depicted in Exhibit A, at 223 N Morton Street in Bloomington, Indiana (hereinafter the “Construction Site”).

1. This MOU shall cover the time period from January 9, 2018, through August 15, 2018, inclusive.
2. Planning and Transportation shall allow Gilliatte General Contractors, Inc., to block and restrict from general public usage the Construction Site as depicted in Exhibit “A”.
3. Gilliatte General Contractors, Inc., shall coordinate the placement of any and all construction notification and detour signage with Planning and Transportation including both vehicular and pedestrian signage.
4. Gilliatte General Contractors, Inc., shall install and maintain, to the satisfaction of Planning and Transportation, all signage associated with providing notice to the public of restrictions on right of way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by Planning and Transportation. In the event any pedestrian route must be modified to accommodate this Construction Site, Gilliatte General Contractors, Inc., shall install and maintain any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.
5. Gilliatte General Contractors, Inc., shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by Gilliatte General Contractors, Inc..
6. Gilliatte General Contractors, Inc., shall be responsible for repairing and restoring the adjoining right of way and all improvements to the reasonable satisfaction of the Department of Public Works as soon as

practicably possible. Gilliatte General Contractors, Inc., shall restore such right of way and improvements to as good a condition as they were in immediately prior to the commencement of the work described in this MOU. The City waives no right to make claims for any damages incurred as a result of work described in this MOU and performed by Gilliatte General Contractors, Inc., their employees, agents, contractors and subcontractors.

7. Gilliatte General Contractors, Inc., shall also be financially responsible to City of Bloomington Utilities for any damage done to any City of Bloomington Utilities facility. In the event damage occurs during this project, repairs shall either be performed by or approved by City of Bloomington Utilities.
8. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.
9. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, in addition to any remedy or action spelled out in this MOU or available under law.
10. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
11. Gilliatte General Contractors, Inc., agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which may occur as a result of Gilliatte General Contractors, Inc.'s use of the described right of way, whether such claims may be brought by the City of Bloomington or by any third party.
12. Gilliatte General Contractors, Inc., shall coordinate with City Parking Operations the removal and replacement of parking meter posts from the metered parking spaces along the south side of West 7th Street as well as the west side of North Morton Street and directly adjacent to the Construction Site as depicted in Exhibit "A". Exhibit A is attached hereto and incorporated herein. City Parking Operations shall remove the meter heads from the posts prior to the commencement of construction activity and shall replace the meter heads following Gilliatte General Contractors, Inc.'s replacement of the meter posts.
13. Gilliatte General Contractors, Inc., shall pay for any and all meter fees associated with the closure of the adjoining parking spaces at a rate of

twelve dollars (\$12) per day per meter with an administrative fee of five dollars (\$5). Gilliatte General Contractors, Inc., has requested a term of approximately seven (7) months for its use of City right of way adjacent to the Construction Site. Meter fees under the terms of this MOU are Twenty-Six Thousand, Three Hundred Fifty-Seven Dollars and Zero Cents (\$26,357.00). Gilliatte General Contractors, Inc., shall incur meter fees of One Hundred Forty-Four Dollars and Zero Cents (\$144.00) per day for each working day after August 15, 2018, that Gilliatte General Contractors, Inc., continues to use public right of way.

14. Prior to beginning work, Gilliatte General Contractors, Inc., shall provide Planning and Transportation with a phone contact list for their supervisory personnel and for their sub-contractors.
15. Gilliatte General Contractors, Inc., shall make its on-site supervisory personnel available for bi-weekly meetings with Planning and Transportation staff for progress updates.
16. Thomas J. Ritman, President of Gilliatte General Contractors, Inc., agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

City of Bloomington

Gilliatte General Contractors

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

By: _____
Thomas J. Ritman, President

Date: _____

Date: _____

By: _____
Terri Porter, Director
Planning and Transportation Dept.

Date: _____

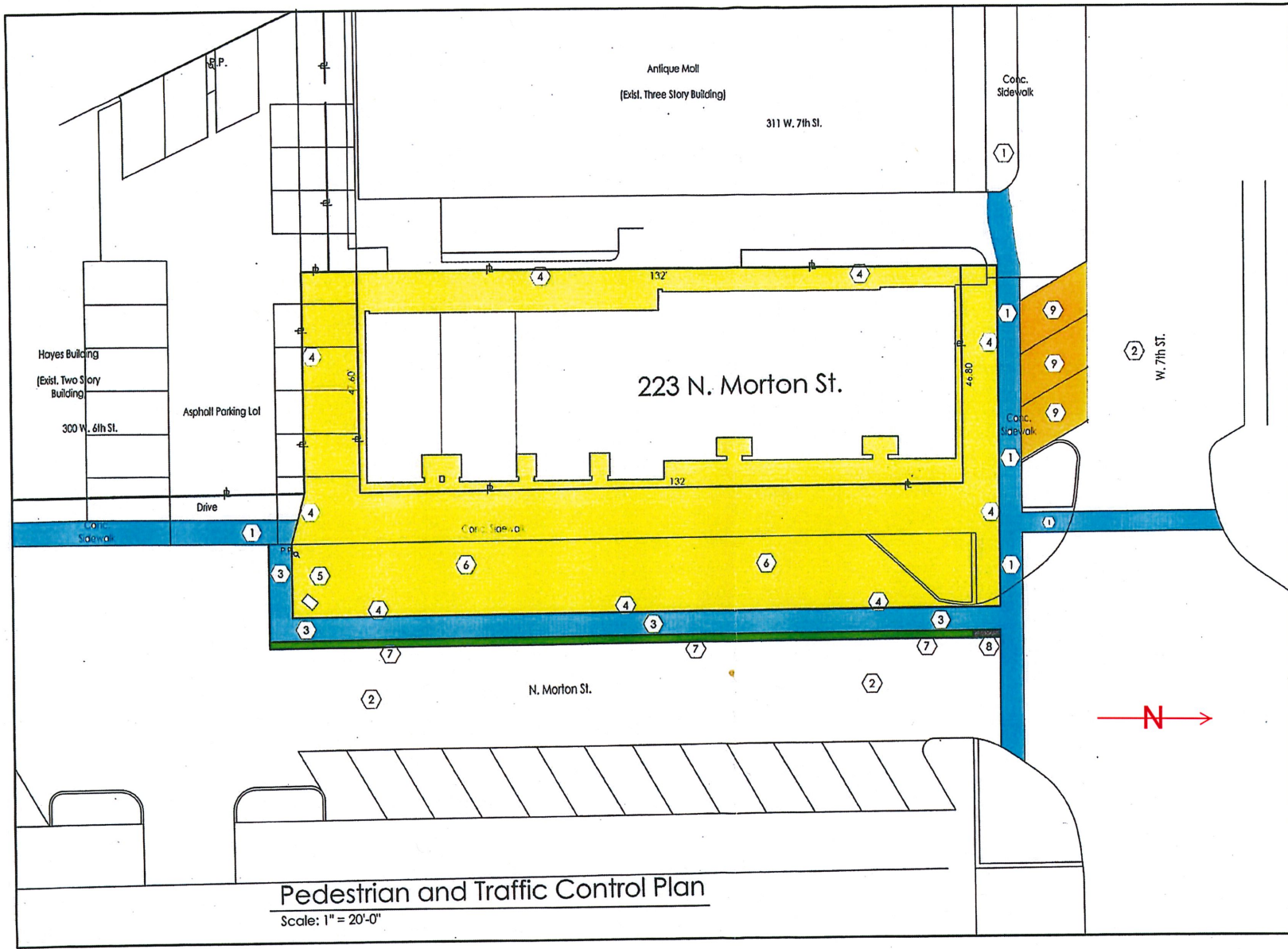
By: _____
Philippa M. Guthrie, Corporation Counsel

Date: _____

CITY OF BLOOMINGTON
Controlier

Reviewed by:

[Signature]
DATE: 11/5/18
FUND/ACCT: 119 - 2018



- Traffic & Pedestrian Control Legend**
- ① Existing 5' public sidewalk, to remain open during construction
 - ② Existing travel lanes to remain
 - ③ Proposed 5' public pedestrian way, to remain open during construction
 - ④ Proposed construction fence
 - ⑤ Proposed construction access gate(s)
 - ⑥ Proposed construction staging area
 - ⑦ Proposed traffic barricade for pedestrian protection
 - ⑧ Proposed attenuator crash barrier
 - ⑨ Proposed parking for contractor(s)

OMEGA Properties - Mixed-use Development
 223 N. Morton St
 Bloomington, IN

Marc Cornett, Architects

Date: 12-19-2017

PC-101

Pedestrian and Traffic Control Plan
 Scale: 1" = 20'-0"



Board of Public Works Staff Report

Project/Event: Sealing of the top decks of the Morton Street & Walnut Street Garages
Petitioner/Representative: Public Works – Ryan Daily
Staff Representative: Ryan Daily
Date: January 9, 2018

Report: As part of our long-term preventative maintenance plan as recommended by CE Solutions, we will be sealing the top decks of the Morton Street and Walnut Street Garages with a concrete sealant to preserve the concrete. In addition, there are a few areas on the top deck of the garage that will be repaired due to weathering.

Three companies were contacted for this project:

The New Group	- No bid submitted -
The Blakely Corporation	\$44,215
Western Waterproofing	\$50,219

We have chosen The Blakely Corporation to perform the requested work on this project for the amount of \$44,215.00

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



CONCRETE & MASONRY SERVICES
THE BLAKLEY CORPORATION
CONCRETE AND MASONRY SERVICES DIVISION
412 NORTH TREMONT STREET
INDIANAPOLIS, IN 46222

Date: December 4, 2017

To: City of Bloomington

The Concrete & Masonry Services Division of the Blakley Corporation proposes to supply to Purchaser all labor, materials and/or equipment required to accomplish the Work, subject to the following ("Proposal"):

Project: Morton & Walnut Street Garage

Scope of Work:

- 1 Remove and replace all unsound concrete in work area located on print.
2. Remove and replace failed/missing sealant at joints and walls in work area, patch any small areas along Joint edges with Epoxy and sand mix per print.
3. Clean Deck by "Manufactured recommendation" area and seal deck with water repellant at the manufactured coverage rate at

Special Conditions:

1. Access to area.
2. Owner to provide parking.
3. "Patch" is an Square Foot Unit price = P
4. "Seal with Silane Sealer" is an Lump sum price = S
5. "Urethane Joints" is an Liner foot price = UJ

Morton/Walnut Street Garages Units						
Repair type	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	
P	PATCH	20	SF	\$ 223.00	\$	4,460.00
S	SEAL WITH SILANE SEALER	49500	LS	\$ 0.68	\$	33,660.00
UJ	URETHANE JOINTS	1262	LF	\$ 4.83	\$	6,095.00
TOTAL BASE BID =					\$	44,215.00

Price: \$ 44,215.46 = Forty-Four Thousand Two Hundred Fifteen Dollars.

This proposal is subject to acceptance within thirty days from date and is void thereafter at option of the Blakley Corporation.

Respectfully Submitted:
 BLAKLEY CORPORATION

Dale McPeak
 Estimator / Project Manager

ACCEPTED: _____ (Purchaser)

Signed: _____

Title: _____

Date Accepted: _____

Bloomington Garage projects

Morton Street Garage and Walnut Street Garage Work Schedule.

Work will be performed at the simultaneously on both garages.

Work to begin on May 14th, 2018.

Work to end on June 8th, 2018.

- 1. DAY 1 Mobilization/Signage.**
- 2. Day 2 -7 Demo Patches (All patch work).**
- 3. Day 8-11 Patch concrete and remove Sealant (Both wall cove and control joints).**
- 4. Day 12-13 add new sealant.**
- 5. Day 13-19 clean and apply water repellent.**
- 6. Day 20 demobilize/cure.**

**Dale McPeak
Estimator/Project Manager
The Blakley Corporation
Concrete & Masonry Services Division**

Bloomington Garage projects

Morton Street Garage and Walnut Street Garage Work Schedule.

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**Dale McPeak
Estimator/Project Manager
The Blakley Corporation
Concrete & Masonry Services Division**

Morton Street and Walnut Street Parking Garage Top Deck Waterproofing



20171024_110627



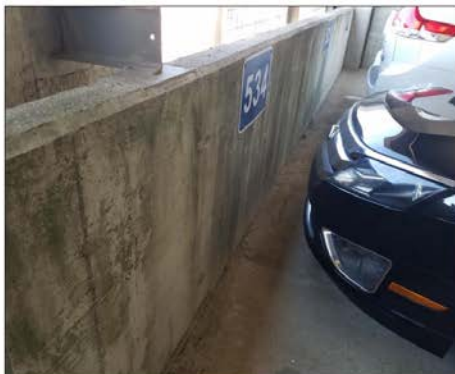
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20171114_102139



20171114_103348



20171114_114257



20171114_114305

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

THE BLAKLEY CORPORATION

FOR

SEALING TOP DECKS OF THE MORTON STREET AND WALNUT STREET PARKING GARAGES PROJECT

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and The Blakley Corporation, (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 thirty (30) 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 Forty-Four Thousand, Two Hundred Fifteen Dollars (\$44,215.00) . 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:

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

5.10.01 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	Blakley’s Concrete & Masonry Services
Attn: Ryan Daily, Parking Garages Manager	The Blakley Corporation Attn: Dale McPeak, Project Manager
P.O. Box 100, Suite 102	412 North Tremont Street
Bloomington, Indiana 47402	Indianapolis, IN 46222

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Non-Collusion

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Blakley's Concrete & Masonry Services
The Blakley Corporation

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Kelly M. Boatman, Vice President

Printed Name

Dana Palazzo, Secretary

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

SEALING THE TOP DECKS OF THE MORTON STREET AND WALNUT STREET PARKING GARAGES PROJECT

This project shall include but is not limited to:

1. Remove and replace all unsound concrete in work areas located on print.
2. Remove and replace failed/missing sealant at joints and walls in work area, patch any small areas along joint edges with epoxy and sand mix per print.
3. Clean deck by "manufactured recommendation" area and seal deck with water repellent at the manufactured coverage rate.

Morton Street Garage and Walnut Street Garage Work Schedule:

Work will be performed simultaneously on both garages.

Work to begin May 14, 2018

Work to end June 8, 2018

1. Day 1: Mobilization/Signage
2. Day 2-7: Demo Patches (All patch work)
3. Day 8-11: Patch concrete and remove sealant (Both wall cove and control joints)
4. Day 12-13: Add new sealant
5. Day 20: Demobilize/cure

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 D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name



Board of Public Works Staff Report

Project/Event: 4th Street Garage Door Replacement Project
Petitioner/Representative: Department of Public Works/Parking Facilities Division
Staff Representative: Ryan Daily
Date: January 9, 2018

Report: We are seeking to replace all doors in the 4th Street Garages. These doors are rusted and several are inoperable.

Quote received:
Ankriss Services \$44,381.40
Indiana Door - No Quote given -
General Interior \$47,820

We have selected Ankriss Services for this project in the amount of \$44,381.40.

* Please note that this project will likely incur change orders based upon the condition of the concrete surrounding the frame of the doors. We do not know what will need repaired until the frames are removed that are holding the damaged concrete in place.

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



ANKRISS SERVICES

736 S. MORTON ST.
BLOOMINGTON IN. 47403
812/361-7620

Date

11/29/17

Purchaser

City of Bloomington
4th St. garage
Bloomington IN

Basic Project Description

Remove, and Replace fourteen
(14) doors in garage
of doors

Options

* Does Not include
1) Repairs to opening
2) Fades
3) Structural work

Base price
Sales tax

\$ 44,381.40

Total

\$ 44,381.40

Quote & Pricing held for 30 days after above date

See attached as required: description - options - jobsite diagram - material specifications

Contract:

- A. Contractor agrees to complete project in a professional manner. Contractor further agrees to supply all tools, material, labor, and required insurance needed to complete project. Any additional work, not described herein, will be the responsibility of the property owner.
- B. Purchaser agrees to specifications herein described and listed. Purchaser agrees to furnish all necessary permits and bonding required and listed. Purchaser agrees to supply utilities for contractor during construction. Purchaser agrees to permit access to building site for all employees, agents and suppliers.
- C. Purchaser agrees to protect all material and equipment at the construction site against theft and damage.
- D. Exclusions: Any unforeseen underground objects, removal and damage will be the responsibility of purchaser. Weather, strikes, accidents, or acts of God may delay completion date of project.

E. Payment schedule:

As per City
of Bloomington
Prop. Schedule

Payment with contract	\$	_____
Upon material del.	\$	_____
Additional	\$	_____
Upon completion	\$	_____
Total	\$	44,381.40

Both parties agree to terms described herein this date _____

Purchaser signature hereto _____

AGREEMENT

ABETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

ANKRISS SERVICES

FOR

4TH STREET PARKING GARAGE DOOR REPLACEMENT PROJECT

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Ankriss Services, (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 thirty (30) 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 Forty-Four Thousand, Three Hundred Eighty-One Dollars and Forty Cents (\$44,381.40) . 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:

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

E.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
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The Deductible on the Umbrella Liability shall not be more than	\$10,000
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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.

5.10.01 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	Ankriss Services
Attn: Ryan Daily, Parking Garage Manager	Attn: David Padgett
P.O. Box 100, Suite 120	736 S. Morton St.
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 Non-Collusion

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Ankriss Services

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Kelly M. Boatman, Vice President

David Padgett

Printed Name

Dana Palazzo, Secretary

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

4TH STREET PARKING GARAGE DOOR REPLACEMENT PROJECT

This project shall include, but is not limited to, the removal and replacement of fourteen (14) doors in the 4th Street Parking Garage. Both sides of all replacement doors shall be painted.

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 D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name



Board of Public Works
Staff Report











Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreement with Duke Energy

Petitioner/Representative: Department of Public Works/Planning & Transportation Department

Staff Representative: Christina Smith

Meeting Date: January 9, 2018

The Department of Public Works (DPW) and the Planning & Transportation Department desires to install a street light within the Allen/Walnut Street pedestrian crossing island. Staff has determined that a street light is warranted to effectively illuminate the crossing to increase pedestrian safety at nighttime.

The lighting plan consists of one (1) 150 watt LED full cut off Roadway style fixture mounted on a thirty (30) foot spun aluminum pole. The City has elected lease Option A on the agreement which is a onetime lump sum for equipment costs in the amount of \$2,131.37. This light will be leased through Duke Energy with the City paying the equipment costs out of the project fund and the ongoing monthly energy usage and maintenance costs out of the Local Road & Street Fund.

Staff recommends approval of the Outdoor Lighting Service Agreement with Duke Energy for a street light within the Allen/Walnut Street pedestrian crossing island.

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



December 15, 2017

City of Bloomington - c/o Christina Smith
401 N Morton St PO Box 100
Bloomington, IN 47402

Subject: W Allen St & Walnut St

Bloomington, IN 47401

Dear Valued Customer:

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

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

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

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

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

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

Sincerely,
Duke Energy Representative

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

Craig Barker
Duke Energy Representative
2929 W 16th St
Bedford, IN 47421
(812) 277-3134

Agreement Information	Equipment, Energy and Maintenance			26609728		12/15/2017
	Agreement Coverage			Agreement Number		Current Date
1800389401	MCP26609728	75115	S450	V742	ICAL	SULP
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code



OUTDOOR LIGHTING SERVICE AGREEMENT
DE Indiana

1000 East Main Street, Plainfield, IN 46168

Business Name				This Agreement has an Initial Term by Customer.		
Customer Name	CITY OF BLOOMINGTON					
Service Location or Subdivision						
Service Address	W Allen St & Walnut St			The Initial Term begins when Service is in operation; after expiration thereof, Service continues, with annual renewals, until either party terminates with written notice to the other party.		
Service City, State, Zipcode	Bloomington	IN	47401			
Mailing Name	Christina Smith			Notes:		
Mailing Business Name	City of Bloomington			Internal Reference EV5		
Mailing Address	401 N Morton St PO Box 100					
Mailing City, State, Zipcode	Bloomington	IN	47402			

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS ON: 3/15/2018

AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

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

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT & Operating System Amount Per Month	ENERGY USE *Estimated Monthly TOTAL	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED SYSTEM CHARGE TOTAL DURING INITIAL TERM	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$2,131.37	\$2.44	\$2.27	1	\$4.71	\$4.71	\$4.71
Option B - 1 Year Agreement Initial Term	\$185.74	\$2.44	\$2.27	1	\$190.46	\$190.46	\$4.71
Option C - 3 Year Agreement Initial Term	\$63.64	\$2.44	\$2.27	1	\$68.35	\$68.35	\$4.71
Option D - 5 Year Agreement Initial Term	\$43.18	\$2.44	\$2.27	1	\$47.89	\$47.89	\$4.71
Option E - 7 Year Agreement Initial Term	\$34.63	\$2.44	\$2.27	1	\$39.34	\$39.34	\$4.71
Option F - 10 Year Agreement Initial Term	\$28.44	\$2.44	\$2.27	1	\$33.16	\$33.16	\$4.71

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

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

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

Decline

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

	Duke Energy Representative	AND	Customer / Representative
Signature		Signature	_____
Printed Name	Craig Barker	Printed Name	_____
Date	12/15/2017	Date	_____

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

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

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

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

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

SECTION I. EQUIPMENT AND INSTALLATION

1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.

1.2 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.

1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

ITEM #	LUMINAIRE STYLE DESCRIPTION HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KW H EA	MAINT/OPER-ATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	Light Fixture Roadway LED 150W Black (RAL9017) Type III 120V	12,642	150	0.150	600	\$2.44	\$2.27	1	\$4.71
SECTION I - A - TOTALS									*ESTIMATED MONTHLY TOTAL COST
									\$4.71

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

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.045387 Rate Effective Date: 1/1/2016 Estimated Annual Burn Hours 4,000

***CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE**
Impact Watts = The energy used by the lamp watts plus ballast watts

- a. Impact Watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours
- b. Annual Watt hours divided by 1000 hours equals annual kilowatt hours (kWh)
- c. Annual kWh divided by twelve (12) months equals monthly kWh
- d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item

C. POLE INFORMATION - MONTHLY COSTS ARE INCLUDED WITH LUMINAIRES

ITEM #	Pole Description	Pole Quantity
1	Light Pole Style A Direct Buried Aluminum 25 foot long Black(RAL9017) 3in diameter tenon	1
TOTAL NUMBER OF POLES		1

LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

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

Customer's Signature _____

Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

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

Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut off 1/2 hour before sunrise.

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

SECTION III. – ENERGY USAGE COST CALCULATION - See Page 1

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

SECTION IV. – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer-caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.
- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in an Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V. – PAYMENT

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

SECTION VI. – TERM OF AGREEMENT

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

SECTION VII. – OTHER TERMS AND CONDITIONS

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

OUTDOOR LIGHTING SERVICE AGREEMENT EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

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



USP: Add Up Stream Protection, Facility ID, and Blocking Devise Type

USP:

USP:

USP:

USP:



?:

?:

?:

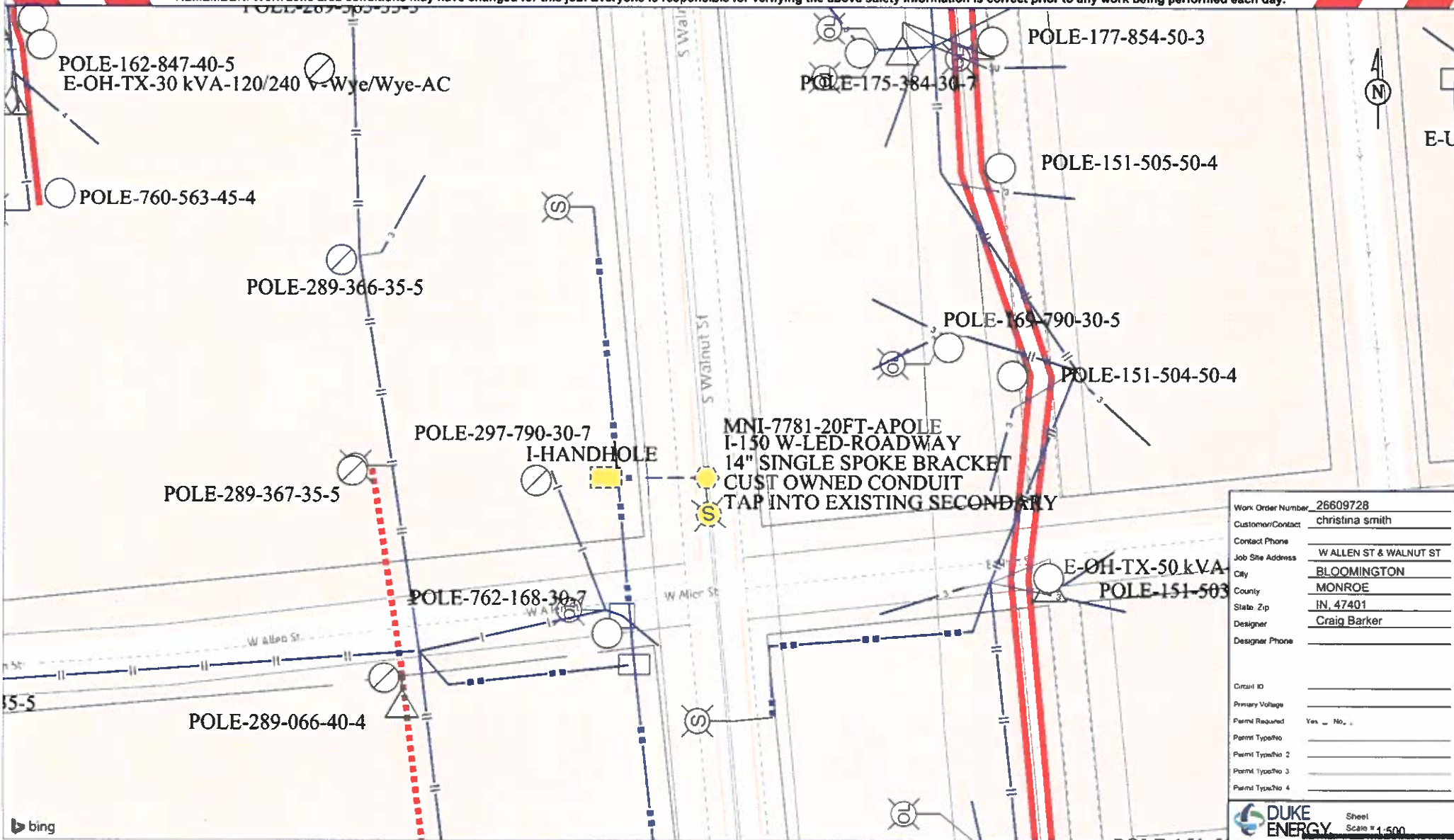
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Safety Reminders / Adverse Conditions



Work Zone General Comments: Double click to e

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



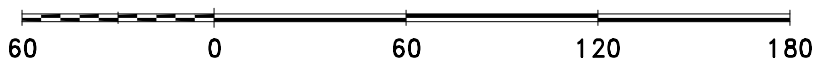
Work Order Number	26609728
Customer/Contact	christina smith
Contact Phone	
Job Site Address	W ALLEN ST & WALNUT ST
City	BLOOMINGTON
County	MONROE
State Zip	IN, 47401
Designer	Craig Barker
Designer Phone	
Circuit ID	
Primary Voltage	
Permi Required	Yes No
Permi Type/No	
Permi Type/No 2	
Permi Type/No 3	
Permi Type/No 4	





ALLEN AND WALNUT ST INTERSECTION

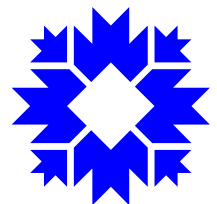
By: hoseav
21 Jun 17



For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 60'



Board of Public Works Claim Register

Invoice Date Range 01/02/18 - 01/12/18

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 52210 - Institutional Supplies				
4549 - Kroger Limited Partnership I	12-rabbit feed	01/02/2018	01/12/2018	11.37
			Account 52210 - Institutional Supplies Totals	1
				<u>\$11.37</u>
Account 54440 - Motor Equipment				
6070 - 72 Hour LLC (National Auto Fleet Group)	01-New ACO truck-Chevy-K-1500	01/02/2018	01/12/2018	34,273.00
			Account 54440 - Motor Equipment Totals	1
				<u>\$34,273.00</u>
			Program 010000 - Main Totals	2
				<u>\$34,284.37</u>
			Department 01 - Animal Shelter Totals	2
				<u>\$34,284.37</u>
Department 02 - Public Works				
Program 020000 - Main				
Account 53210 - Telephone				
1079 - AT&T	02-Radio Circuits-phone charges 11/29-12/28/17	01/02/2018	01/12/2018	180.17
			Account 53210 - Telephone Totals	1
				<u>\$180.17</u>
Account 53990 - Other Services and Charges				
5697 - Cascade Engineering, INC	02-35 gallon trash carts for Sanitation-327	01/02/2018	01/12/2018	10,872.75
5697 - Cascade Engineering, INC	02-35 gallon trash carts for Sanitation-840	01/02/2018	01/12/2018	27,930.00
			Account 53990 - Other Services and Charges Totals	2
				<u>\$38,802.75</u>
			Program 020000 - Main Totals	3
				<u>\$38,982.92</u>
			Department 02 - Public Works Totals	3
				<u>\$38,982.92</u>
Department 03 - City Clerk				
Program 030000 - Main				
Account 52420 - Other Supplies				
798 - Winters Associates Promotional Products, INC	03 -Clerk's Office t-shirts	01/02/2018	01/12/2018	140.73
			Account 52420 - Other Supplies Totals	1
				<u>\$140.73</u>
Account 53310 - Printing				
20152 - Municipal Code Corporation	03 - BMC Supplement No. 30-	01/02/2018	01/12/2018	4,462.60



Board of Public Works Claim Register

Invoice Date Range 01/02/18 - 01/12/18

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
20152 - Municipal Code Corporation	03 - Admin Support Fee-12/1/17-11/30/18	01/02/2018	01/12/2018	475.00
	Account 53310 - Printing Totals	2		<u>\$4,937.60</u>
Account 53910 - Dues and Subscriptions				
3913 - Indiana League Of Municipal Clerks & Treasurers	03 - 2018 dues for ILMCT membership-N. Bolden	01/02/2018	01/12/2018	290.00
	Account 53910 - Dues and Subscriptions Totals	1		<u>\$290.00</u>
	Program 030000 - Main Totals	4		<u>\$5,368.33</u>
	Department 03 - City Clerk Totals	4		<u>\$5,368.33</u>
Department 04 - Economic & Sustainable Dev				
Program 040000 - Main				
Account 52420 - Other Supplies				
4983 - Varidesk, LLC	04 - Standing Desk for Brian Payne	01/02/2018	01/12/2018	395.00
	Account 52420 - Other Supplies Totals	1		<u>\$395.00</u>
Account 53320 - Advertising				
3560 - First Financial Bank / Credit Cards	04 - Advertising in Green Biz for Sustainability position	01/02/2018	01/12/2018	30.00
	Account 53320 - Advertising Totals	1		<u>\$30.00</u>
Account 53960 - Grants				
6304 - Krampus Legend & Arts Workshop, INC	04 BAC Art Grant	01/02/2018	01/12/2018	1,300.00
	Account 53960 - Grants Totals	1		<u>\$1,300.00</u>
Account 53970 - Mayor's Promotion of Business				
818 - Everywhere Signs, LLC	04 - BEAD Banners Bicentennial	01/02/2018	01/12/2018	1,920.00
	Account 53970 - Mayor's Promotion of Business Totals	1		<u>\$1,920.00</u>
	Program 040000 - Main Totals	4		<u>\$3,645.00</u>
	Department 04 - Economic & Sustainable Dev Totals	4		<u>\$3,645.00</u>
Department 05 - Common Council				
Program 050000 - Main				
Account 52410 - Books				
3956 - West Publishing Corporation (Thomson Reuters)	10 West 837347655 books Nov pay Dec. 2017	01/02/2018	01/12/2018	267.37



Board of Public Works Claim Register

Invoice Date Range 01/02/18 - 01/12/18

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
	Account 52410 - Books Totals		1	<u>\$267.37</u>
	Program 050000 - Main Totals		1	<u>\$267.37</u>
	Department 05 - Common Council Totals		1	<u>\$267.37</u>
Department 06 - Controller's Office				
Program 060000 - Main				
Account 52420 - Other Supplies				
5819 - Synchrony Bank	06-Office Chair for T. Mitchner	01/02/2018	01/12/2018	<u>159.99</u>
	Account 52420 - Other Supplies Totals		1	<u>\$159.99</u>
Account 53910 - Dues and Subscriptions				
259 - Indiana Association Of Cities & Towns (AIM)	06- 2018 AIM Dues	01/02/2018	01/12/2018	11,093.00
	Account 53910 - Dues and Subscriptions Totals		1	<u>\$11,093.00</u>
Account 53990 - Other Services and Charges				
651 - Engraving & Stamp Center, INC	09- 2 self-inking stamps for ushers to use as	01/02/2018	01/12/2018	41.90
5103 - Staples Contract & Commercial, INC	09-Bicentennial Supplies	01/02/2018	01/12/2018	25.02
5103 - Staples Contract & Commercial, INC	09-Bicentennial Supplies	01/02/2018	01/12/2018	1.11
5103 - Staples Contract & Commercial, INC	09-Bicentennial Supplies	01/02/2018	01/12/2018	11.99
3560 - First Financial Bank / Credit Cards	09- Bicentennial Snapfish	01/02/2018	01/12/2018	5.00
4549 - Kroger Limited Partnership I	09- Bicentennial supplies for mocktails	01/02/2018	01/12/2018	123.39
4549 - Kroger Limited Partnership I	09- Bicentennial supplies for mocktails	01/02/2018	01/12/2018	13.77
4549 - Kroger Limited Partnership I	09- Bicentennial supplies for mocktails	01/02/2018	01/12/2018	30.66
4549 - Kroger Limited Partnership I	09- Bicentennial supplies for mocktails	01/02/2018	01/12/2018	69.58
391 - O. W. Krohn & Associates, LLP	06- Bond Food & Beverage	01/02/2018	01/12/2018	1,500.00
5387 - Creative Graphics, INC (dba Baugh Enterprises)	06- Bicentennial Buttons Giveaway	01/02/2018	01/12/2018	1,154.98
	Account 53990 - Other Services and Charges Totals		11	<u>\$2,977.40</u>
	Program 060000 - Main Totals		13	<u>\$14,230.39</u>
	Department 06 - Controller's Office Totals		13	<u>\$14,230.39</u>



Board of Public Works Claim Register

Invoice Date Range 01/02/18 - 01/12/18

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
Department 09 - CFRD				
Program 090000 - Main				
Account 52420 - Other Supplies				
6274 - Quality Logo Products	09-CFRD promotional items	01/02/2018	01/12/2018	1,442.66
5819 - Synchrony Bank	09-Amazon--RETURN--keyboard riser	01/02/2018	01/12/2018	(45.96)
5819 - Synchrony Bank	09-Amazon-RETURN--Loctek Monitor Arm	01/02/2018	01/12/2018	(119.99)
			Account 52420 - Other Supplies Totals	<u>3</u> \$1,276.71
Account 53960 - Grants				
1617 - Sister City International, INC	09-Sister Cities International Membership	01/02/2018	01/12/2018	790.00
			Account 53960 - Grants Totals	<u>1</u> \$790.00
			Program 090000 - Main Totals	<u>4</u> \$2,066.71
			Department 09 - CFRD Totals	<u>4</u> \$2,066.71
Department 10 - Legal				
Program 100000 - Main				
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	10 Staples PO 1035 calendars, post its sign here files	01/02/2018	01/12/2018	20.03
5103 - Staples Contract & Commercial, INC	10 Staples PO 1035 calendars, post its sign here files	01/02/2018	01/12/2018	204.24
			Account 52110 - Office Supplies Totals	<u>2</u> \$224.27
Account 52410 - Books				
3956 - West Publishing Corporation (Thomson Reuters)	10 West 837347655 books Nov pay Dec. 2017	01/02/2018	01/12/2018	713.00
			Account 52410 - Books Totals	<u>1</u> \$713.00
Account 53160 - Instruction				
4823 - NBI, INC (National Business Institute)	10 NBI wheeler seminar boundary issues and easement	01/02/2018	01/12/2018	359.00
			Account 53160 - Instruction Totals	<u>1</u> \$359.00
Account 53230 - Travel				
5712 - Philippa M Guthrie	10 Guthrie parking at seminar	01/02/2018	01/12/2018	22.00
			Account 53230 - Travel Totals	<u>1</u> \$22.00



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
Account 53910 - Dues and Subscriptions				
4652 - Indiana State Bar Association	10 Ind State Bar Assoc Behjou	01/02/2018	01/12/2018	127.00
	Account 53910 - Dues and Subscriptions Totals		1	<u>\$127.00</u>
	Program 100000 - Main Totals		6	<u>\$1,445.27</u>
Program 101000 - Human Rights				
Account 52410 - Books				
3956 - West Publishing Corporation (Thomson Reuters)	10 West 837347655 books Nov pay Dec. 2017	01/02/2018	01/12/2018	356.49
	Account 52410 - Books Totals		1	<u>\$356.49</u>
Account 53990 - Other Services and Charges				
205 - City Of Bloomington	10 Human Rights to CFRD King Celebration	01/02/2018	01/12/2018	100.00
	Account 53990 - Other Services and Charges Totals		1	<u>\$100.00</u>
	Program 101000 - Human Rights Totals		2	<u>\$456.49</u>
	Department 10 - Legal Totals		8	<u>\$1,901.76</u>
Department 11 - Mayor's Office				
Program 110000 - Main				
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	11-pens	01/02/2018	01/12/2018	12.34
914 - John Wilson (Pygmalion's Art)	11-proclamation paper	01/02/2018	01/12/2018	4.81
	Account 52110 - Office Supplies Totals		2	<u>\$17.15</u>
Account 52420 - Other Supplies				
4549 - Kroger Limited Partnership I	11-thank you for CATS staff	01/02/2018	01/12/2018	18.45
	Account 52420 - Other Supplies Totals		1	<u>\$18.45</u>
Account 53110 - Engineering and Architectural				
6222 - Apple, INC	11-iPads for HAND inspectors (Innovation) 11-	01/02/2018	01/12/2018	2,700.00
53442 - Paragon Micro, INC	11-iPad cases for HAND inspectors (Innovation)	01/02/2018	01/12/2018	275.94
5819 - Synchrony Bank	11-drones for Innovation	01/02/2018	01/12/2018	4,188.00
6247 - Transmap Corporation	20-Pavement Condition survey/sign assess.-	01/02/2018	01/12/2018	8,967.34
	Account 53110 - Engineering and Architectural Totals		4	<u>\$16,131.28</u>
Account 53310 - Printing				



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
651 - Engraving & Stamp Center, INC	11-Mary Catherine's new nametag	01/02/2018	01/12/2018	18.71
3892 - Midwest Color Printing, INC	11-mayor's business cards	01/02/2018	01/12/2018	86.69
3892 - Midwest Color Printing, INC	11-Mary Catherine's business cards	01/02/2018	01/12/2018	53.91
			Account 53310 - Printing Totals	3
				\$159.31
Account 53960 - Grants				
1051 - Bloomington Economic Development Corp	11-2018 Annual Meeting sponsorship	01/02/2018	01/12/2018	500.00
			Account 53960 - Grants Totals	1
				\$500.00
			Program 110000 - Main Totals	11
				\$16,826.19
			Department 11 - Mayor's Office Totals	11
				\$16,826.19
Department 12 - Human Resources				
Program 120000 - Main				
Account 53310 - Printing				
6308 - Lauren F Adams	12 Reimbursement for Recognition Pictures	01/02/2018	01/12/2018	9.89
			Account 53310 - Printing Totals	1
				\$9.89
			Program 120000 - Main Totals	1
				\$9.89
			Department 12 - Human Resources Totals	1
				\$9.89
Department 13 - Planning				
Program 130000 - Main				
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	13-Dry erase markers, lg rubber bands, binders	01/02/2018	01/12/2018	60.38
			Account 52110 - Office Supplies Totals	1
				\$60.38
Account 52410 - Books				
1103 - American Planning Association, Indiana Chapter	13-Indiana Planning & Zoning Law Annotated	01/02/2018	01/12/2018	35.00
			Account 52410 - Books Totals	1
				\$35.00
Account 52420 - Other Supplies				
53442 - Paragon Micro, INC	13-(2) Samsung computer monitors_Liz and	01/02/2018	01/12/2018	334.50
			Account 52420 - Other Supplies Totals	1
				\$334.50
Account 53910 - Dues and Subscriptions				



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount	
4442 - American Planning Association	13-APA/AICP/IN membership dues-Robinson-	01/02/2018	01/12/2018	500.00	
4442 - American Planning Association	13-APA/AICP/IN membership dues-Scanlan-	01/02/2018	01/12/2018	399.00	
Account 53910 - Dues and Subscriptions Totals				2	<u>\$899.00</u>
Account 53990 - Other Services and Charges					
6235 - Toole Design Group, LLC	13-2017-2018 Transportation Plan-11/6-11/24/17	01/02/2018	01/12/2018	1,821.24	
Account 53990 - Other Services and Charges Totals				1	<u>\$1,821.24</u>
Program 130000 - Main Totals				6	<u>\$3,150.12</u>
Department 13 - Planning Totals				6	<u>\$3,150.12</u>
Department 19 - Facilities Maintenance					
Program 190000 - Main					
Account 52310 - Building Materials and Supplies					
5481 - Bright Equipment, INC (BobCat of Indy)	19-36" power broom	01/02/2018	01/12/2018	2,740.00	
Account 52310 - Building Materials and Supplies Totals				1	<u>\$2,740.00</u>
Account 52430 - Uniforms and Tools					
798 - Winters Associates Promotional Products, INC	19-Fac. staff clothing-shirts/sweatshirts/jackets	01/02/2018	01/12/2018	1,218.56	
Account 52430 - Uniforms and Tools Totals				1	<u>\$1,218.56</u>
Account 53610 - Building Repairs					
6055 - David Padgett (AnKriss Services)	19-Atrium Wall-remaining balance BC2017-77	01/02/2018	01/12/2018	5,344.70	
6055 - David Padgett (AnKriss Services)	19-Atrium Wall-Change Order-install trim on steps BC2017-77	01/02/2018	01/12/2018	110.00	
Account 53610 - Building Repairs Totals				2	<u>\$5,454.70</u>
Account 53650 - Other Repairs					
3434 - Executive Management Services, INC	19-CH/Off Site Facilities-December 2017 Cleaning Services	01/02/2018	01/12/2018	13,389.00	
Account 53650 - Other Repairs Totals				1	<u>\$13,389.00</u>
Program 190000 - Main Totals				5	<u>\$22,802.26</u>
Department 19 - Facilities Maintenance Totals				5	<u>\$22,802.26</u>

Department **28 - ITS**



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
Program 280000 - Main				
Account 52110 - Office Supplies				
53442 - Paragon Micro, INC	28-Wide Format Plotter Paper	01/02/2018	01/12/2018	161.94
5103 - Staples Contract & Commercial, INC	28-Endust pop-up wipes	01/02/2018	01/12/2018	32.79
5103 - Staples Contract & Commercial, INC	28-C batteries-2 pk	01/02/2018	01/12/2018	6.56
5103 - Staples Contract & Commercial, INC	28-easel pad	01/02/2018	01/12/2018	28.80
5103 - Staples Contract & Commercial, INC	28-pens, flash drive, dry-erase marker	01/02/2018	01/12/2018	103.51
5103 - Staples Contract & Commercial, INC	28-credit for return of C batteries	01/02/2018	01/12/2018	(6.56)
5103 - Staples Contract & Commercial, INC	28-Coppertop Alkaline batteries	01/02/2018	01/12/2018	6.56
5103 - Staples Contract & Commercial, INC	28-invisible tape, pop-up notes, AAA batteries, D batteries, dis	01/02/2018	01/12/2018	86.34
Account 52110 - Office Supplies Totals				8
				\$419.94
Account 52420 - Other Supplies				
53442 - Paragon Micro, INC	28-Logitech Wireless Solar Keyboard	01/02/2018	01/12/2018	64.99
337 - Stansifer Radio Co, INC	28-supplies-PT064/100, PT066/100	01/02/2018	01/12/2018	18.43
5103 - Staples Contract & Commercial, INC	28-Cables & Adaptors	01/02/2018	01/12/2018	14.09
5103 - Staples Contract & Commercial, INC	28-Cables & Adaptors-6' HDMI to DVI	01/02/2018	01/12/2018	15.00
Account 52420 - Other Supplies Totals				4
				\$112.51
Account 53210 - Telephone				
1079 - AT&T	28-phone charges 11/20-12/19/17-#812 339-	01/02/2018	01/12/2018	5,534.19
Account 53210 - Telephone Totals				1
				\$5,534.19
Account 53640 - Hardware and Software Maintenance				
53442 - Paragon Micro, INC	28-AVG Antivirues Renewal	01/02/2018	01/12/2018	3,089.99
Account 53640 - Hardware and Software Maintenance Totals				1
				\$3,089.99



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	28 - Basecamp Project Plan Subscription	01/02/2018	01/12/2018	20.00
Account 53910 - Dues and Subscriptions Totals				1 \$20.00
Account 54510 - Other Capital Outlays				
53442 - Paragon Micro, INC	28-Veeam Backup & Replication Standard	01/02/2018	01/12/2018	12,197.46
Account 54510 - Other Capital Outlays Totals				1 \$12,197.46
Program 280000 - Main Totals				16 \$21,374.09
Department 28 - ITS Totals				16 \$21,374.09
Fund 101 - General Fund (S0101) Totals				78 \$164,909.40
Fund 401 - Non-Reverting Telecom (S1146)				
Department 25 - Telecommunications				
Program 254000 - Infrastructure				
Account 52420 - Other Supplies				
5103 - Staples Contract & Commercial, INC	28-loaner Ipad	01/02/2018	01/12/2018	299.00
Account 52420 - Other Supplies Totals				1 \$299.00
Account 53750 - Rentals - Other				
12283 - Smithville Communications	28-401 N Morton/ACC-internet-1/1-1/31/18	01/02/2018	01/12/2018	1,614.27
Account 53750 - Rentals - Other Totals				1 \$1,614.27
Account 54420 - Purchase of Equipment				
53442 - Paragon Micro, INC	25-Exablox - OneBlox 4312	01/02/2018	01/12/2018	16,849.97
Account 54420 - Purchase of Equipment Totals				1 \$16,849.97
Account 54450 - Equipment				
50972 - CDW, LLC	28-Capital Replacement Computer	01/02/2018	01/12/2018	225.03
53442 - Paragon Micro, INC	28-Capital Replacment Printer	01/02/2018	01/12/2018	419.99
53442 - Paragon Micro, INC	28-Capital Replacement Computer Cables	01/02/2018	01/12/2018	199.75
53442 - Paragon Micro, INC	28-Capital Replacement Computer-ITS portion	01/02/2018	01/12/2018	914.99
Account 54450 - Equipment Totals				4 \$1,759.76
Program 254000 - Infrastructure Totals				7 \$20,523.00
Program 256000 - Services				



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount	
Account 53150 - Communications Contract					
12283 - Smithville Communications	28-401 N Morton/ACC-internet-1/1-1/31/18	01/02/2018	01/12/2018	1,136.00	
Account 53150 - Communications Contract Totals				1	<u>1,136.00</u>
Account 53640 - Hardware and Software Maintenance					
3989 - Ricoh USA, INC	28-CH/Off site facilities-Copier Maintenance-	01/02/2018	01/12/2018	1,559.04	
Account 53640 - Hardware and Software Maintenance Totals				1	<u>1,559.04</u>
Program 256000 - Services Totals				2	<u>2,695.04</u>
Department 25 - Telecommunications Totals				9	<u>23,218.04</u>
Fund 401 - Non-Reverting Telecom (S1146) Totals				9	<u>23,218.04</u>
Fund 405 - Non-Reverting Improve I(S0113)					
Department 06 - Controller's Office					
Program 060000 - Main					
Account 53910 - Dues and Subscriptions					
259 - Indiana Association Of Cities & Towns (AIM)	06- 2018 AIM Dues	01/02/2018	01/12/2018	6,750.00	
Account 53910 - Dues and Subscriptions Totals				1	<u>6,750.00</u>
Program 060000 - Main Totals				1	<u>6,750.00</u>
Department 06 - Controller's Office Totals				1	<u>6,750.00</u>
Fund 405 - Non-Reverting Improve I(S0113) Totals				1	<u>6,750.00</u>
Fund 450 - Local Road and Street(S0706)					
Department 20 - Street					
Program 200000 - Main					
Account 53520 - Street Lights / Traffic Signals					
223 - Duke Energy	06-street light energy at Countryside & Sunflower BC2017-41	01/02/2018	01/12/2018	3.84	
223 - Duke Energy	06-street lights energy at Wexley & Kensington BC2017-41	01/02/2018	01/12/2018	20.34	
Account 53520 - Street Lights / Traffic Signals Totals				2	<u>24.18</u>
Program 200000 - Main Totals				2	<u>24.18</u>
Department 20 - Street Totals				2	<u>24.18</u>
Fund 450 - Local Road and Street(S0706) Totals				2	<u>24.18</u>



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
Fund 451 - Motor Vehicle Highway(S0708)				
Department 20 - Street				
Program 200000 - Main				
Account 52210 - Institutional Supplies				
313 - Fastenal Company	20-Safety Supplies-earplugs, gloves	01/02/2018	01/12/2018	29.17
			Account 52210 - Institutional Supplies Totals	1
				\$29.17
Account 52340 - Other Repairs and Maintenance				
294 - All-Phase Electric Supply, INC	20-signal supplies-1/2 HPS Lamp	01/02/2018	01/12/2018	26.76
294 - All-Phase Electric Supply, INC	20-signal supplies-Misc 200PS3013OV	01/02/2018	01/12/2018	43.02
313 - Fastenal Company	20-Signal & Sign Supplies-drill kit, gloves, saw kit	01/02/2018	01/12/2018	1,270.84
4519 - Osburn Associates, INC	20-Sign Materials-anchor kit, tweezers, weeding	01/02/2018	01/12/2018	1,308.00
4519 - Osburn Associates, INC	20-Sign Materials-tape, anchor kit, tweezers	01/02/2018	01/12/2018	18.20
			Account 52340 - Other Repairs and Maintenance Totals	5
				\$2,666.82
Account 52420 - Other Supplies				
409 - Black Lumber Co INC	20-7x9 scraper-A. Johnson	01/02/2018	01/12/2018	19.99
409 - Black Lumber Co INC	20-3/4X9" ZPRO 4PLY Roller Cover-D. Ruble	01/02/2018	01/12/2018	6.87
409 - Black Lumber Co INC	20-36" sledge hammer, 12 Oz. Great Stuff-T.	01/02/2018	01/12/2018	17.33
409 - Black Lumber Co INC	20-hardware-L. Raines	01/02/2018	01/12/2018	2.76
5792 - Clark Truck Equipment Co., INC	20-Henderson FSP 8' Stainless Salt Spreader	01/02/2018	01/12/2018	5,750.00
11243 - Core & Main, LP	20-ADA Ramps-204	01/02/2018	01/12/2018	9,905.22
313 - Fastenal Company	20-Extension cords for snow vehicles	01/02/2018	01/12/2018	112.66
394 - Kleindorfer Hardware & Variety	20-4 bags oil dry-H. Kinser	01/02/2018	01/12/2018	45.96
394 - Kleindorfer Hardware & Variety	20-50 AAA batteries	01/02/2018	01/12/2018	47.96
5819 - Synchrony Bank	20-Key tags for vehicles	01/02/2018	01/12/2018	26.40
			Account 52420 - Other Supplies Totals	10
				\$15,935.15
Account 52430 - Uniforms and Tools				
786 - Richard's Small Engine, INC	20-chainsaw, power match bar, chisel chain	01/02/2018	01/12/2018	1,239.92
			Account 52430 - Uniforms and Tools Totals	1
				\$1,239.92
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	20-Disposal Fee for Sweeper Dumps-12/5/17	01/02/2018	01/12/2018	522.40



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
		Account 53950 - Landfill Totals	1	\$522.40
Account 53990 - Other Services and Charges				
467 - Groomer Construction, INC	20-Sidewalk Contract Work -600 S. Ballantine-2nd/Ballantine BC2017-78	01/02/2018	01/12/2018	4,400.00
351 - Young Trucking, INC BC2017-31	20-Transport Paver to McCallisters-12/15-12/18/17	01/02/2018	01/12/2018	400.00
		Account 53990 - Other Services and Charges Totals	2	<u>\$4,800.00</u>
		Program 200000 - Main Totals	20	<u>\$25,193.46</u>
		Department 20 - Street Totals	20	<u>\$25,193.46</u>
		Fund 451 - Motor Vehicle Highway(S0708) Totals	20	<u>\$25,193.46</u>
Fund 452 - Parking Facilities(S9502)				
Department 26 - Parking				
Program 260000 - Main				
Account 53840 - Lease Payments				
512 - 7th & Walnut , LLC	26-Walnut St Garage-February 2018 garage rent	01/02/2018	01/12/2018	18,759.98
3887 - Mercury Development Group, LLC	26-Morton St Garage-February 2018 garage rent	01/02/2018	01/12/2018	36,405.49
		Account 53840 - Lease Payments Totals	2	<u>\$55,165.47</u>
		Program 260000 - Main Totals	2	<u>\$55,165.47</u>
		Department 26 - Parking Totals	2	<u>\$55,165.47</u>
		Fund 452 - Parking Facilities(S9502) Totals	2	<u>\$55,165.47</u>
Fund 508 - BMFC - Showers Bond #4(S0184)				
Department 06 - Controller's Office				
Program 060000 - Main				
Account 53840 - Lease Payments				
4740 - Bank Of New York	06-BMFCFMRB09	01/08/2018	01/08/2018	315,000.00
		Account 53840 - Lease Payments Totals	1	<u>\$315,000.00</u>
		Program 060000 - Main Totals	1	<u>\$315,000.00</u>
		Department 06 - Controller's Office Totals	1	<u>\$315,000.00</u>
		Fund 508 - BMFC - Showers Bond #4(S0184) Totals	1	<u>\$315,000.00</u>

Fund **601 - Cum Cap Development(S2391)**



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount	
Department 02 - Public Works					
Program 020000 - Main					
Account 52330 - Street , Alley, and Sewer Material					
50944 - Cargill Deicing Techno	20-de-icing salt-22.81 tons-12/15/17 BC2017-31	01/02/2018	01/12/2018	1,823.43	
50944 - Cargill Deicing Techno	20-de-icing salt-102.51 tons-01/02/18 BC2017-31	01/02/2018	01/12/2018	8,194.66	
50944 - Cargill Deicing Techno	20-de-icing salt-26.58 tons-12/29/17 BC2017-31	01/02/2018	01/12/2018	2,124.81	
Account 52330 - Street , Alley, and Sewer Material Totals				3	\$12,142.90
Account 54310 - Improvements Other Than Building					
204 - State Of Indiana	3-Ped Safety/Access. @ Signalized Inters-	01/02/2018	01/12/2018	219,167.01	
Account 54310 - Improvements Other Than Building Totals				1	\$219,167.01
Program 020000 - Main Totals				4	\$231,309.91
Department 02 - Public Works Totals				4	\$231,309.91
Fund 601 - Cum Cap Development(S2391) Totals				4	\$231,309.91
Fund 730 - Solid Waste (S6401)					
Department 16 - Sanitation					
Program 160000 - Main					
Account 52420 - Other Supplies					
248 - Cosner's Ice Company	16-ice for employees-50 7# bags	01/02/2018	01/12/2018	72.50	
53005 - Menards, INC	16-mailbox repair supplies-block adhesive, caulk	01/02/2018	01/12/2018	6.94	
53005 - Menards, INC	16-mailbox repair supplies-utility bar-15"	01/02/2018	01/12/2018	4.99	
Account 52420 - Other Supplies Totals				3	\$84.43
Account 53130 - Medical					
231 - Indiana University Health Bloomington, INC	16-L. Armes-Vaccine Hep B Adult, admin toxoid single	01/02/2018	01/12/2018	93.00	
Account 53130 - Medical Totals				1	\$93.00
Account 53920 - Laundry and Other Sanitation Services					
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-1/3/18	01/02/2018	01/12/2018	7.49	
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-12/20/17	01/02/2018	01/12/2018	7.49	



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-12/27/17	01/02/2018	01/12/2018	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-12/27/17	01/02/2018	01/12/2018	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-12/20/17	01/02/2018	01/12/2018	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-1/3/18	01/02/2018	01/12/2018	31.87
Account 53920 - Laundry and Other Sanitation Services Totals 6				<u>\$118.08</u>
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-12/2-12/14/17	01/02/2018	01/12/2018	<u>10,253.20</u>
Account 53950 - Landfill Totals 1				<u>\$10,253.20</u>
Account 53990 - Other Services and Charges				
398 - Al's Two Way Radio	16-radio repairs-serv. ticket-	01/02/2018	01/12/2018	<u>461.50</u>
Account 53990 - Other Services and Charges Totals 1				<u>\$461.50</u>
Program 160000 - Main Totals 12				<u>\$11,010.21</u>
Department 16 - Sanitation Totals 12				<u>\$11,010.21</u>
Fund 730 - Solid Waste (S6401) Totals 12				<u>\$11,010.21</u>
Fund 800 - Risk Management(S0203)				
Department 10 - Legal				
Program 100000 - Main				
Account 53130 - Medical				
6286 - Barry J Moore	10 Barry Moore CDL physical reimbursement	01/02/2018	01/12/2018	95.00
6287 - Joseph E Morrow	10 Joseph Morrow CDL physical reimbursement	01/02/2018	01/12/2018	80.00
4861 - Bradley C Rushton	10 Brad Rushton CDI physical reimbursement	01/02/2018	01/12/2018	<u>85.00</u>
Account 53130 - Medical Totals 3				<u>\$260.00</u>
Program 100000 - Main Totals 3				<u>\$260.00</u>
Department 10 - Legal Totals 3				<u>\$260.00</u>
Fund 800 - Risk Management(S0203) Totals 3				<u>\$260.00</u>
Fund 801 - Health Insurance Trust				
Department 12 - Human Resources				



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
Program 120000 - Main				
Account 53990 - Other Services and Charges				
18539 - Life Insurance Company Of North America	12-Nov2017 LINA \$31,396.48	01/02/2018	01/12/2018	4,144.60
18539 - Life Insurance Company Of North America	12-Dec 2017 LINA \$30,845.19	01/02/2018	01/12/2018	4,144.60
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fee FSA/HSA Gym/Massage for 2018	01/02/2018	01/12/2018	1,088.00
Account 53990 - Other Services and Charges Totals				3 \$9,377.20
Account 53990.1278 - Other Services and Charges Disability LTD				
18539 - Life Insurance Company Of North America	12-Nov2017 LINA \$31,396.48	01/02/2018	01/12/2018	6,259.63
18539 - Life Insurance Company Of North America	12-Dec 2017 LINA \$30,845.19	01/02/2018	01/12/2018	6,259.63
Account 53990.1278 - Other Services and Charges Disability LTD Totals				2 \$12,519.26
Program 120000 - Main Totals				5 \$21,896.46
Department 12 - Human Resources Totals				5 \$21,896.46
Fund 801 - Health Insurance Trust Totals				5 \$21,896.46
Fund 802 - Fleet Maintenance(\$9500)				
Department 17 - Fleet Maintenance				
Program 170000 - Main				
Account 52230 - Garage and Motor Supplies				
50605 - Bauer Built, INC	17-STK TIRES	01/02/2018	01/12/2018	360.00
4693 - Monroe County Tire & Supply, INC	17-#876 TIRES	01/02/2018	01/12/2018	317.44
Account 52230 - Garage and Motor Supplies Totals				2 \$677.44
Account 52240 - Fuel and Oil				
613 - Hoosier Penn Oil Company, INC	17-oil and fluids BC2017-76	01/02/2018	01/12/2018	1,475.06
349 - White River Cooperative, INC	17 -diesel fuel BC2017-76	01/02/2018	01/12/2018	19,156.84
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels BC2017-76	01/02/2018	01/12/2018	19,394.10
Account 52240 - Fuel and Oil Totals				3 \$40,026.00
Account 52320 - Motor Vehicle Repair				



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Invoice Date Range 01/02/18 - 01/12/18

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
4877 - Asher Group, INC	17 - Plow Controllers for street	01/02/2018	01/12/2018	624.40
244 - Bloomington Ford, INC	17-#407 weather strip	01/02/2018	01/12/2018	177.68
244 - Bloomington Ford, INC	17-#630 washer fluid jets	01/02/2018	01/12/2018	11.40
244 - Bloomington Ford, INC	17 - Uniforms, mats and towels	01/02/2018	01/12/2018	12.71
244 - Bloomington Ford, INC	17-radiator	01/02/2018	01/12/2018	582.12
5481 - Bright Equipment, INC (BobCat of Indy)	17-#705 WHEEL BOLT AND NUT	01/02/2018	01/12/2018	6.84
4335 - Circle Distributing, INC	17-core return	01/02/2018	01/12/2018	(90.00)
4335 - Circle Distributing, INC	17 - #129 IGNITION COIL	01/02/2018	01/12/2018	89.39
4335 - Circle Distributing, INC	17-plug boots	01/02/2018	01/12/2018	24.96
4335 - Circle Distributing, INC	17-spark plugs	01/02/2018	01/12/2018	23.28
4335 - Circle Distributing, INC	17-starter	01/02/2018	01/12/2018	326.06
4335 - Circle Distributing, INC	17-#665 BRAKE PADS AND ROTORS	01/02/2018	01/12/2018	243.40
4335 - Circle Distributing, INC	17-#128/136 SPARK PLUGS AND GASKETS	01/02/2018	01/12/2018	25.29
4335 - Circle Distributing, INC	17-#128/136 SPARK PLUGS AND GASKETS	01/02/2018	01/12/2018	40.81
5792 - Clark Truck Equipment Co., INC	17-#494 SPREADER BOX PARTS	01/02/2018	01/12/2018	179.77
5792 - Clark Truck Equipment Co., INC	17-#4211 FEEDGATE AND JACK	01/02/2018	01/12/2018	641.06
594 - Curry Auto Center, INC	17-housing	01/02/2018	01/12/2018	150.27
51827 - Fire Service, INC	17 - #391 Outside repair on platform, ladder and	01/02/2018	01/12/2018	350.00
51827 - Fire Service, INC	17- #391 service on out riggers and bucket	01/02/2018	01/12/2018	153.43
480 - Hall Signs INC	17 - Stock - City Seals	01/02/2018	01/12/2018	459.70
17528 - Jason R Hollers (Hollers Welding)	17-#601 REPAIR FITTING IN ALUMINUM TANK	01/02/2018	01/12/2018	392.00
52218 - Holtz Industries, INC	17-#957/STK HYD FILTERS	01/02/2018	01/12/2018	354.00
4044 - Industrial Hydraulics, INC	17-STOCK HYD COUPLERS	01/02/2018	01/12/2018	1,672.21
455 - Industrial Service & Supply, INC	17-#4221/456 HYD CONNECTORS, COUPLING	01/02/2018	01/12/2018	4.32
455 - Industrial Service & Supply, INC	17-#4221/456 HYD CONNECTORS, COUPLING	01/02/2018	01/12/2018	66.73
455 - Industrial Service & Supply, INC	17-#4221 FITTING	01/02/2018	01/12/2018	9.04
455 - Industrial Service & Supply, INC	17-#4221 HYD HOSES AND FITTINGS	01/02/2018	01/12/2018	525.63



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Invoice Date Range 01/02/18 - 01/12/18

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
796 - Interstate Battery System of Bloomington, INC	17-batteries	01/02/2018	01/12/2018	105.00
796 - Interstate Battery System of Bloomington, INC	17 - Batteries	01/02/2018	01/12/2018	358.50
11672 - Jack Doheny Companies, INC	17-#601 COUPLING	01/02/2018	01/12/2018	90.17
4439 - JX Enterprises, INC	17-4241 BRACKET	01/02/2018	01/12/2018	14.07
4439 - JX Enterprises, INC	17-DPFAND EXTRA FILTER KIT	01/02/2018	01/12/2018	1,647.47
4439 - JX Enterprises, INC	17-DPFAND EXTRA FILTER KIT	01/02/2018	01/12/2018	55.49
4439 - JX Enterprises, INC	17-#4241 S CAM AND HARDWARE	01/02/2018	01/12/2018	21.42
4439 - JX Enterprises, INC	17-#4241 S CAM AND HARDWARE	01/02/2018	01/12/2018	14.07
4439 - JX Enterprises, INC	17-#4241 S CAM AND HARDWARE	01/02/2018	01/12/2018	385.36
4439 - JX Enterprises, INC	17-#4241 BRAKE DRUMS, SHOES AND SLACK	01/02/2018	01/12/2018	802.04
4439 - JX Enterprises, INC	17-#4241/STK SLACK ADJUSTER AND LIGHTS	01/02/2018	01/12/2018	332.80
4439 - JX Enterprises, INC	17-#948/STOCK CRANKCASE FILTER GASKET	01/02/2018	01/12/2018	112.20
4439 - JX Enterprises, INC	17-#4241 WASHERS AND CAMSHAFT KITS	01/02/2018	01/12/2018	28.16
4439 - JX Enterprises, INC	17-EXHAUST GASKETS	01/02/2018	01/12/2018	22.95
4439 - JX Enterprises, INC	17-CORE RETURN	01/02/2018	01/12/2018	(7.25)
394 - Kleindorfer Hardware & Variety	17-flag	01/02/2018	01/12/2018	34.99
394 - Kleindorfer Hardware & Variety	17-bolts/washers	01/02/2018	01/12/2018	2.08
2974 - MacAllister Machinery Co, INC	17-#677 ENGINE BLOCK HEATER	01/02/2018	01/12/2018	99.99
2974 - MacAllister Machinery Co, INC	17-#79 block heater and core	01/02/2018	01/12/2018	135.19
2974 - MacAllister Machinery Co, INC	17-#79 block heater and core	01/02/2018	01/12/2018	10.00
6217 - Michael Todd & Company, INC	17-LED LIGHT BARS	01/02/2018	01/12/2018	693.51
4693 - Monroe County Tire & Supply, INC	17-#705/690 TIRES	01/02/2018	01/12/2018	634.88
4693 - Monroe County Tire & Supply, INC	17-#705/690 TIRES	01/02/2018	01/12/2018	821.00
54351 - Sternberg, INC	17-#4241 BRAKE SHOES	01/02/2018	01/12/2018	138.14
54351 - Sternberg, INC	17-core return	01/02/2018	01/12/2018	(48.00)
54351 - Sternberg, INC	17-core returns	01/02/2018	01/12/2018	(94.14)
54351 - Sternberg, INC	17-misc parts/core deposit	01/02/2018	01/12/2018	691.87



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Invoice Date Range 01/02/18 - 01/12/18

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount	
54351 - Sternberg, INC	17 - International software annual	01/02/2018	01/12/2018	1,650.00	
6216 - Terminal Supply, INC	17-STK PLOW LIGHTS LED17-	01/02/2018	01/12/2018	381.83	
5333 - Total Truck Parts, INC	17-LEAFER CLUTCH	01/02/2018	01/12/2018	537.70	
5333 - Total Truck Parts, INC	17-LEAFER CLUTCH	01/02/2018	01/12/2018	607.10	
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - #423 ORIFICE TUBE AND HARD LINE	01/02/2018	01/12/2018	112.45	
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#4461 safety valve	01/02/2018	01/12/2018	14.70	
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#426 hub	01/02/2018	01/12/2018	300.86	
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - #426 powersteering res. hood latches and hardware	01/02/2018	01/12/2018	124.46	
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - #426 powersteering res. hood latches and hardware	01/02/2018	01/12/2018	244.43	
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - #426 dust shields, wheel studs, king pin and etc	01/02/2018	01/12/2018	253.58	
2096 - West Side Tractor Sales Co.	17-core return	01/02/2018	01/12/2018	(50.00)	
2096 - West Side Tractor Sales Co.	17-#662 connector	01/02/2018	01/12/2018	52.80	
2096 - West Side Tractor Sales Co.	17-#662 ALTERNATOR AND BELT	01/02/2018	01/12/2018	456.88	
Account 52320 - Motor Vehicle Repair Totals				67	\$18,845.25
Account 52420 - Other Supplies					
5896 - Hahn Automotive Warehouse,INC (Speedway AutoParts)	17-SHOP GLOVES	01/02/2018	01/12/2018	116.80	
4918 - HELM, INC	17 - Ford Flet Software update	01/02/2018	01/12/2018	2,750.00	
8181 - Lawson Products, INC	17-misc parts	01/02/2018	01/12/2018	49.64	
8181 - Lawson Products, INC	17-DNI PARTS	01/02/2018	01/12/2018	839.66	
4887 - Mitchell Repair Information Co, LLC	17 - Shop Key Program annual	01/02/2018	01/12/2018	3,518.17	
Account 52420 - Other Supplies Totals				5	\$7,274.27
Account 53130 - Medical					
231 - Indiana University Health Bloomington, INC	17 - hep B vaccine for C. Nichols	01/02/2018	01/12/2018	93.00	



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Invoice Date Range 01/02/18 - 01/12/18

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount	
		Account 53130 - Medical Totals		1	\$93.00
Account 53620 - Motor Repairs					
4250 - Bob Jones Radiator	17-#4811 RADIATOR CLEANUP AND REPAIR	01/02/2018	01/12/2018	60.00	
51827 - Fire Service, INC	17 - #391 Outside repair on platform, ladder and	01/02/2018	01/12/2018	27,546.87	
51827 - Fire Service, INC	17- #391 service on out riggers and bucket	01/02/2018	01/12/2018	3,062.20	
4474 - Ken's Westside Service & Towing, LLC	17-towing	01/02/2018	01/12/2018	50.00	
		Account 53620 - Motor Repairs Totals		4	\$30,719.07
Account 53920 - Laundry and Other Sanitation Services					
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms	01/02/2018	01/12/2018	13.32	
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Mats and towels	01/02/2018	01/12/2018	84.29	
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels	01/02/2018	01/12/2018	13.32	
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels	01/02/2018	01/12/2018	65.31	
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels	01/02/2018	01/12/2018	13.32	
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels	01/02/2018	01/12/2018	72.85	
		Account 53920 - Laundry and Other Sanitation Services Totals		6	\$262.41
Account 53990 - Other Services and Charges					
3560 - First Financial Bank / Credit Cards	17 - BMV title work	01/02/2018	01/12/2018	15.00	
5918 - Ryan W Hillenburg	17 - reimbursement for CDL testing	01/02/2018	01/12/2018	100.00	
		Account 53990 - Other Services and Charges Totals		2	\$115.00
		Program 170000 - Main Totals		90	\$98,012.44
		Department 17 - Fleet Maintenance Totals		90	\$98,012.44
		Fund 802 - Fleet Maintenance(\$9500) Totals		90	\$98,012.44
Fund 804 - Insurance Voluntary Trust					
Department 12 - Human Resources					



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Invoice Date Range 01/02/18 - 01/12/18

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount	
Program 120000 - Main					
Account 53990.1271 - Other Services and Charges Section 125 - URM- City					
17785 - The Howard E. Nyhart Company, INC	12-City URM	01/02/2018	01/02/2018	743.98	
17785 - The Howard E. Nyhart Company, INC	12-City URM	01/02/2018	01/02/2018	1,084.48	
17785 - The Howard E. Nyhart Company, INC	12-City URM	01/02/2018	01/02/2018	720.71	
17785 - The Howard E. Nyhart Company, INC	12-City URM	01/02/2018	01/02/2018	43.98	
17785 - The Howard E. Nyhart Company, INC	12-City URM 2018	01/04/2018	01/04/2018	187.69	
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/05/2018	01/05/2018	491.43	
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/08/2018	01/08/2018	103.06	
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/08/2018	01/08/2018	537.37	
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals				8	\$3,912.70
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City					
17785 - The Howard E. Nyhart Company, INC	12-City DDC 2018	01/02/2018	01/02/2018	50.00	
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals				1	\$50.00
Account 53990.1273 - Other Services and Charges Term Life					
18539 - Life Insurance Company Of North America	12-Nov2017 LINA \$31,396.48	01/02/2018	01/12/2018	12,960.55	
18539 - Life Insurance Company Of North America	12-Dec 2017 LINA \$30,845.19	01/02/2018	01/12/2018	13,274.85	
Account 53990.1273 - Other Services and Charges Term Life Totals				2	\$26,235.40
Account 53990.1277 - Other Services and Charges Disability STD					
18539 - Life Insurance Company Of North America	12-Nov2017 LINA \$31,396.48	01/02/2018	01/12/2018	8,031.70	



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Invoice Date Range 01/02/18 - 01/12/18

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
18539 - Life Insurance Company Of North America	12-Dec 2017 LINA \$30,845.19	01/02/2018	01/12/2018	7,166.11
Account 53990.1277 - Other Services and Charges Disability STD Totals 2				<u>\$15,197.81</u>
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/05/2018	01/05/2018	44.00
17785 - The Howard E. Nyhart Company, INC	12-Util URM 2018	01/08/2018	01/08/2018	76.59
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/08/2018	01/08/2018	34.82
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/08/2018	01/08/2018	294.88
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals 4				<u>\$450.29</u>
Account 53990.1283 - Other Services and Charges Health Savings Account				
17785 - The Howard E. Nyhart Company, INC	12-HSA EE Contributions for 2018	01/04/2018	01/04/2018	16,250.99
Account 53990.1283 - Other Services and Charges Health Savings Account Totals 1				<u>\$16,250.99</u>
Program 120000 - Main Totals 18				<u>\$62,097.19</u>
Department 12 - Human Resources Totals 18				<u>\$62,097.19</u>
Fund 804 - Insurance Voluntary Trust Totals 18				<u>\$62,097.19</u>
Fund 978 - City 2016 GO Bond Proceeds				
Department 06 - Controller's Office				
Program 06016B - 2016 B Ped/Signal/Intersection				
Account 54510 - Other Capital Outlays				
204 - State Of Indiana	3-Ped Safety/Access. @ Signalized Inters-	01/02/2018	01/12/2018	121,140.99
Account 54510 - Other Capital Outlays Totals 1				<u>\$121,140.99</u>
Program 06016B - 2016 B Ped/Signal/Intersection Totals 1				<u>\$121,140.99</u>
Department 06 - Controller's Office Totals 1				<u>\$121,140.99</u>
Fund 978 - City 2016 GO Bond Proceeds Totals 1				<u>\$121,140.99</u>
				246
				<u>\$1,135,987.75</u>



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Invoice Date Range 12/18/17 - 12/18/17

Bank Fees for November 2017

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.										
	06-DeptCC 112017	06-Dept CC Nov 2017	Paid by EFT # 21021		12/18/2017	12/18/2017	12/18/2017		12/18/2017	5.00
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		<u>\$5.00</u>
					Program 010000 - Main Totals			Invoice Transactions 1		<u>\$5.00</u>
					Department 01 - Animal Shelter Totals			Invoice Transactions 1		<u>\$5.00</u>
Department 02 - Public Works										
Program 020000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.										
	06-DeptCC 112017	06-Dept CC Nov 2017	Paid by EFT # 21021		12/18/2017	12/18/2017	12/18/2017		12/18/2017	16.64
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		<u>\$16.64</u>
					Program 020000 - Main Totals			Invoice Transactions 1		<u>\$16.64</u>
					Department 02 - Public Works Totals			Invoice Transactions 1		<u>\$16.64</u>
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.										
	06-DeptCC 112017	06-Dept CC Nov 2017	Paid by EFT # 21021		12/18/2017	12/18/2017	12/18/2017		12/18/2017	5.00
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		<u>\$5.00</u>
					Program 060000 - Main Totals			Invoice Transactions 1		<u>\$5.00</u>
					Department 06 - Controller's Office Totals			Invoice Transactions 1		<u>\$5.00</u>
Department 13 - Planning										
Program 130000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.										
	06-DeptCC 112017	06-Dept CC Nov 2017	Paid by EFT # 21021		12/18/2017	12/18/2017	12/18/2017		12/18/2017	5.00
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		<u>\$5.00</u>
					Program 130000 - Main Totals			Invoice Transactions 1		<u>\$5.00</u>
					Department 13 - Planning Totals			Invoice Transactions 1		<u>\$5.00</u>
					Fund 101 - General Fund (S0101) Totals			Invoice Transactions 4		<u>\$31.64</u>
Fund 452 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.										
	26- CourierGa1117	26-Courier Gargage 11- 2017	Paid by EFT # 21022		12/18/2017	12/18/2017	12/18/2017		12/18/2017	3,524.27
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		<u>\$3,524.27</u>
					Program 260000 - Main Totals			Invoice Transactions 1		<u>\$3,524.27</u>
					Department 26 - Parking Totals			Invoice Transactions 1		<u>\$3,524.27</u>
					Fund 452 - Parking Facilities(S9502) Totals			Invoice Transactions 1		<u>\$3,524.27</u>
Fund 454 - Alternative Transport(S6301)										
Department 02 - Public Works										
Program 020000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.										
	06-DeptCC 112017	06-Dept CC Nov 2017	Paid by EFT # 21021		12/18/2017	12/18/2017	12/18/2017		12/18/2017	8.31
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		<u>\$8.31</u>
					Program 020000 - Main Totals			Invoice Transactions 1		<u>\$8.31</u>
					Department 02 - Public Works Totals			Invoice Transactions 1		<u>\$8.31</u>
					Fund 454 - Alternative Transport(S6301) Totals			Invoice Transactions 1		<u>\$8.31</u>
					Grand Totals			Invoice Transactions 8		<u>\$3,564.22</u>



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Invoice Date Range 12/27/17 - 12/28/17

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 53210 - Telephone										
13969 - AT&T Mobility II, LLC	PWDIVX12192017	02-PW Divisions-cell phone charges 11/12-	Paid by Check # 67159		12/27/2017	12/27/2017	12/27/2017		12/28/2017	120.82
								Account 53210 - Telephone Totals	Invoice Transactions 1	<u>120.82</u>
Account 53510 - Electrical Services										
223 - Duke Energy	FACSUM-121417	19-CH/Off Site Facilities-electric summary billing-	Paid by Check # 67162		12/27/2017	12/27/2017	12/27/2017		12/28/2017	2,290.51
223 - Duke Energy	FACSUM-11/13/17	19-CH/Off Site Facilities-electric summary billing-	Paid by Check # 67164		12/27/2017	12/27/2017	12/27/2017		12/28/2017	906.03
								Account 53510 - Electrical Services Totals	Invoice Transactions 2	<u>\$3,196.54</u>
								Program 010000 - Main Totals	Invoice Transactions 3	<u>\$3,317.36</u>
								Department 01 - Animal Shelter Totals	Invoice Transactions 3	<u>\$3,317.36</u>
Department 12 - Human Resources										
Program 120000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	HRX12192017	12-cell phone charges 11/12-12/11/17	Paid by Check # 67156		12/27/2017	12/27/2017	12/27/2017		12/28/2017	24.05
								Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$24.05</u>
								Program 120000 - Main Totals	Invoice Transactions 1	<u>\$24.05</u>
								Department 12 - Human Resources Totals	Invoice Transactions 1	<u>\$24.05</u>
Department 13 - Planning										
Program 130000 - Main										
Account 52420 - Other Supplies										
13969 - AT&T Mobility II, LLC	P&TX12192017	13-cell phone charges & new phones- 11/12-	Paid by Check # 67154		12/27/2017	12/27/2017	12/27/2017		12/28/2017	280.46
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$280.46</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	P&TX12192017	13-cell phone charges & new phones- 11/12-	Paid by Check # 67154		12/27/2017	12/27/2017	12/27/2017		12/28/2017	294.69
								Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$294.69</u>
								Program 130000 - Main Totals	Invoice Transactions 2	<u>\$575.15</u>
								Department 13 - Planning Totals	Invoice Transactions 2	<u>\$575.15</u>
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	PWDIVX12192017	02-PW Divisions-cell phone charges 11/12-	Paid by Check # 67159		12/27/2017	12/27/2017	12/27/2017		12/28/2017	179.14
								Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$179.14</u>
Account 53510 - Electrical Services										
223 - Duke Energy	FACSUM-121417	19-CH/Off Site Facilities-electric summary billing-	Paid by Check # 67162		12/27/2017	12/27/2017	12/27/2017		12/28/2017	7,535.94
223 - Duke Energy	FACSUM-11/13/17	19-CH/Off Site Facilities-electric summary billing-	Paid by Check # 67164		12/27/2017	12/27/2017	12/27/2017		12/28/2017	6,556.91
								Account 53510 - Electrical Services Totals	Invoice Transactions 2	<u>\$14,092.85</u>
								Program 190000 - Main Totals	Invoice Transactions 3	<u>\$14,271.99</u>
								Department 19 - Facilities Maintenance Totals	Invoice Transactions 3	<u>\$14,271.99</u>
Department 28 - ITS										
Program 280000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	ITSX12192017	28-cell phone charges- 11/12-12/11/17	Paid by Check # 67153		12/27/2017	12/27/2017	12/27/2017		12/28/2017	674.23
								Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$674.23</u>
								Program 280000 - Main Totals	Invoice Transactions 1	<u>\$674.23</u>
								Department 28 - ITS Totals	Invoice Transactions 1	<u>\$674.23</u>
								Fund 101 - General Fund (S0101) Totals	Invoice Transactions 10	<u>\$18,862.78</u>
Fund 249 - Grants Non Approp										
Department 04 - Economic & Sustainable Dev										
Program G17018 - Bloomington Wide Brownfields										
Account 53170 - Mgt. Fee, Consultants, and Workshops										
4571 - BCA Environmental Consultants, LLC	I1017041	04-Senior Eng/Principal Consulting Time-10/2,	Paid by EFT # 21019		12/28/2017	12/28/2017	12/28/2017		12/28/2017	408.25
								Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice Transactions 1	<u>\$408.25</u>
								Program G17018 - Bloomington Wide Brownfields Totals	Invoice Transactions 1	<u>\$408.25</u>
								Department 04 - Economic & Sustainable Dev Totals	Invoice Transactions 1	<u>\$408.25</u>
								Fund 249 - Grants Non Approp Totals	Invoice Transactions 1	<u>\$408.25</u>
Fund 401 - Non-Reverting Telecom (51146)										
Department 25 - Telecommunications										
Program 256000 - Services										
Account 53150 - Communications Contract										
4170 - Comcast Cable Communications, INC	0626704-12/19/17	28-401 N Morton St-business internet-1/1-	Paid by Check # 67161		12/27/2017	12/27/2017	12/27/2017		12/28/2017	149.85
203 - Indiana University	68448518	28-monthly, December 2017, special circuits	Paid by Check # 67165		12/27/2017	12/27/2017	12/27/2017		12/28/2017	65.00
								Account 53150 - Communications Contract Totals	Invoice Transactions 2	<u>\$214.85</u>
								Program 256000 - Services Totals	Invoice Transactions 2	<u>\$214.85</u>
								Department 25 - Telecommunications Totals	Invoice Transactions 2	<u>\$214.85</u>
								Fund 401 - Non-Reverting Telecom (51146) Totals	Invoice Transactions 2	<u>\$214.85</u>
Fund 451 - Motor Vehicle Highway(S0708)										
Department 20 - Street										
Program 200000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	PWDIVX12192017	02-PW Divisions-cell phone charges 11/12-	Paid by Check # 67159		12/27/2017	12/27/2017	12/27/2017		12/28/2017	169.68
								Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$169.68</u>



Board of Public Works Claim Register

Invoice Date Range 12/27/17 - 12/28/17

Account 53510 - Electrical Services										
223 - Duke Energy	FACSUM-121417	19-CH/Off Site Facilities- electric summary billing-	Paid by Check # 67162	12/27/2017	12/27/2017	12/27/2017	12/28/2017	493.04		
223 - Duke Energy	FACSUM- 11/13/17	19-CH/Off Site Facilities- electric summary billing-	Paid by Check # 67164	12/27/2017	12/27/2017	12/27/2017	12/28/2017	437.70		
								Account 53510 - Electrical Services Totals	Invoice Transactions 2	\$930.74
								Program 200000 - Main Totals	Invoice Transactions 3	\$1,100.42
								Department 20 - Street Totals	Invoice Transactions 3	\$1,100.42
								Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice Transactions 3	\$1,100.42
Fund 452 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	PKGGARX121920	26-Parking Garages-cell phone charges 11/12-	Paid by Check # 67155	12/27/2017	12/27/2017	12/27/2017	12/28/2017	128.30		
13969 - AT&T Mobility II, LLC	PKGENFX1219201	26-Pkg Enforcement Officers-cell phone	Paid by Check # 67152	12/27/2017	12/27/2017	12/27/2017	12/28/2017	42.42		
								Account 53210 - Telephone Totals	Invoice Transactions 2	\$170.72
Account 53510 - Electrical Services										
223 - Duke Energy	FACSUM-121417	19-CH/Off Site Facilities- electric summary billing-	Paid by Check # 67162	12/27/2017	12/27/2017	12/27/2017	12/28/2017	5,682.73		
223 - Duke Energy	FACSUM- 11/13/17	19-CH/Off Site Facilities- electric summary billing-	Paid by Check # 67164	12/27/2017	12/27/2017	12/27/2017	12/28/2017	4,544.60		
								Account 53510 - Electrical Services Totals	Invoice Transactions 2	\$10,227.33
								Program 260000 - Main Totals	Invoice Transactions 4	\$10,398.05
								Department 26 - Parking Totals	Invoice Transactions 4	\$10,398.05
								Fund 452 - Parking Facilities(S9502) Totals	Invoice Transactions 4	\$10,398.05
Fund 454 - Alternative Transport(S6301)										
Department 02 - Public Works										
Program 020000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	PKGENFX1219201	26-Pkg Enforcement Officers-cell phone	Paid by Check # 67152	12/27/2017	12/27/2017	12/27/2017	12/28/2017	84.84		
								Account 53210 - Telephone Totals	Invoice Transactions 1	\$84.84
								Program 020000 - Main Totals	Invoice Transactions 1	\$84.84
								Department 02 - Public Works Totals	Invoice Transactions 1	\$84.84
								Fund 454 - Alternative Transport(S6301) Totals	Invoice Transactions 1	\$84.84
Fund 730 - Solid Waste (S6401)										
Department 16 - Sanitation										
Program 160000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	PWDIVX1219201	02-PW Divisions-cell phone charges 11/12-	Paid by Check # 67159	12/27/2017	12/27/2017	12/27/2017	12/28/2017	318.37		
								Account 53210 - Telephone Totals	Invoice Transactions 1	\$318.37
Account 53510 - Electrical Services										
223 - Duke Energy	FACSUM-121417	19-CH/Off Site Facilities- electric summary billing-	Paid by Check # 67162	12/27/2017	12/27/2017	12/27/2017	12/28/2017	333.37		
223 - Duke Energy	FACSUM- 11/13/17	19-CH/Off Site Facilities- electric summary billing-	Paid by Check # 67164	12/27/2017	12/27/2017	12/27/2017	12/28/2017	372.24		
								Account 53510 - Electrical Services Totals	Invoice Transactions 2	\$705.61
								Program 160000 - Main Totals	Invoice Transactions 3	\$1,023.98
								Department 16 - Sanitation Totals	Invoice Transactions 3	\$1,023.98
								Fund 730 - Solid Waste (S6401) Totals	Invoice Transactions 3	\$1,023.98
Fund 801 - Health Insurance Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990 - Other Services and Charges										
231 - Indiana University Health Bloomington, INC	00064214-00	12-Flu Vaccine-23 people @ \$22/each	Paid by EFT # 21010	12/27/2017	12/27/2017	12/27/2017	12/28/2017	506.00		
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$506.00
								Program 120000 - Main Totals	Invoice Transactions 1	\$506.00
								Department 12 - Human Resources Totals	Invoice Transactions 1	\$506.00
								Fund 801 - Health Insurance Trust Totals	Invoice Transactions 1	\$506.00
Fund 802 - Fleet Maintenance(S9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	PWDIVX1219201	02-PW Divisions-cell phone charges 11/12-	Paid by Check # 67159	12/27/2017	12/27/2017	12/27/2017	12/28/2017	42.06		
								Account 53210 - Telephone Totals	Invoice Transactions 1	\$42.06
Account 53510 - Electrical Services										
223 - Duke Energy	FACSUM-121417	19-CH/Off Site Facilities- electric summary billing-	Paid by Check # 67162	12/27/2017	12/27/2017	12/27/2017	12/28/2017	740.63		
223 - Duke Energy	FACSUM- 11/13/17	19-CH/Off Site Facilities- electric summary billing-	Paid by Check # 67164	12/27/2017	12/27/2017	12/27/2017	12/28/2017	714.18		
								Account 53510 - Electrical Services Totals	Invoice Transactions 2	\$1,454.81
								Program 170000 - Main Totals	Invoice Transactions 3	\$1,496.87
								Department 17 - Fleet Maintenance Totals	Invoice Transactions 3	\$1,496.87
								Fund 802 - Fleet Maintenance(S9500) Totals	Invoice Transactions 3	\$1,496.87
								Grand Totals	Invoice Transactions 28	\$34,096.04

REGISTER OF SIHO CLAIMS

Board: Board Of Public Works

	Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1	11/30/2017	EFT	804	FLEX	12/1/2017	120.00
2	12/1/2017	EFT	804	FLEX	12/5/2017	110.00
3	12/2/2017	EFT	804	FLEX	12/5/2017	72.82
4	12/2/2017	EFT	804	H.S.A. EE	12/5/2017	84.05
5	12/5/2017	EFT	804	FLEX/DDC	12/5/2017	287.00
6	12/5/2017	EFT	804	FLEX	12/8/2017	25.00
7	12/6/2017	EFT	800	Workers Comp	12/6/2017	1,462.10
8	12/6/2017	EFT	804	FLEX	12/7/2017	75.00
9	12/6/2017	EFT	804	H.S.A. EE	12/7/2017	14,578.30
10	12/7/2017	EFT	804	FLEX	12/8/2017	10.00
11	12/8/2017	EFT	804	FLEX	12/11/2017	90.00
12	12/8/2017	EFT	804	FLEX	12/11/2017	190.00
13	12/10/2017	EFT	804	FLEX	12/11/2017	40.00
14	12/12/2017	EFT	804	FLEX	12/12/2017	1,728.88
15	12/12/2017	EFT	801	IACT	12/12/2017	754,563.89
16	12/12/2017	EFT	804	CIGNA	12/12/2017	30,943.87
17	12/12/2017	EFT	804	FLEX	12/13/2017	87.92
18	12/13/2017	EFT	804	FLEX	12/14/2017	39.85
19	12/14/2017	EFT	804	FLEX	12/15/2017	153.24
20	12/16/2017	EFT	804	FLEX	12/18/2017	419.18
21	12/17/2017	EFT	804	FLEX	12/18/2017	65.00
22	12/14/2017	EFT	801	H.S.A. ER	12/14/2017	55.35
27	12/18/2017	EFT	804	FLEX	12/20/2017	10.00
28	12/18/2017	EFT	804	FLEX/DDC	12/20/2017	50.00
29	12/19/2017	EFT	804	FLEX	12/20/2017	80.00
28	12/20/2017	EFT	804	FLEX	12/21/2017	91.74
30	12/21/2021	EFT	801	H.S.A. EE	12/21/2017	14,578.30
25	12/20/2017	EFT	800	Workers Comp	12/21/2017	4,382.75
24	12/20/2017	EFT	800	Workers Comp	12/21/2017	15,744.85
23	12/21/2017	EFT	804	FLEX	12/22/2017	20.00
31	12/22/2017	EFT	804	FLEX	12/26/2017	477.85
32	12/23/2017	EFT	804	FLEX	12/26/2017	55.99
33	12/23/2017	EFT	804	H.S.A. EE	12/26/2017	26.70
34	12/27/2017	EFT	804	FLEX	12/28/2017	90.00
35	12/27/2017	EFT	800	Workers Comp	12/28/2017	1,717.82
36	12/27/2017	EFT	800	Workers Comp	12/28/2017	574.35
37	12/28/2017	EFT	804	FLEX	12/29/2017	25.00
38		EFT	804	FLEX		
39		EFT	804	FLEX		
40		EFT	804	FLEX		
41		EFT	804	FLEX		
42		EFT	804	FLEX		
43		EFT	804	FLEX		
44		EFT	804	FLEX		
45		EFT	804	FLEX		
46		EFT	804	FLEX		
47		EFT	804	FLEX		
48		EFT	801	H.S.A. EE		
49		EFT	804	FLEX		
50		EFT	800	Workers Comp		
51		EFT	804	FLEX		
52		EFT	804	FLEX		

843,137.80

ALLOWANCE OF CLAIMS

\$ 843,137.80

Dated this _____ day of _____ year of 20 _____.

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

Fiscal Office _____

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/18/2017	Bank Fees				3,564.22
1/12/2018	Claims				1,135,987.75
12/28/2017	Sp Utility Cks Woodlawn Ave				34,096.04
12/31/2017	Month Of December HSA/WorkComp/MT & Gym/CIGNA				843,137.80
					<u><u>2,016,785.81</u></u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **\$ 2,016,785.81**

Dated this _____ **day of** _____ **year of 20**_____.

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

Fiscal Office _____