Board of Public Works Meeting

June 27, 2017

REVISED AGENDA
BOARD OF PUBLIC WORKS

A Regular Meeting of the Board of Public Work to be held Tuesday, June 27, 2017 at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. CONSENT AGENDA

1. **Approval of Minutes-June 13, 2017**
2. **Resolution 2017-51: Declare Surplus Property and Authorize City Auction**
3. **Resolution 2017-52: Use of Downtown Public Trees for the Wrapped in Love Event (October – March)**
4. **Approve the Addendum to 2016 Pavement Markings Agreement with Indiana Traffic Services**
5. **Approve the Outdoor Lighting Service Agreement with Duke Energy for the South Hampton Subdivision Streetlights**
6. **Approve Change Order #1 for 3rd St. /Woodscrest Dr.**
7. **Approval of Payroll Register**

IV. NEW BUSINESS

1. **Award Contract to E&B Paving, Inc. for Allen St./Walnut St. & 4th St./Rogers St. Intersection Improvements Construction**
2. **Approve the Memorandum of Understanding with Koppers for the Use of Public Right-of-Way for Construction at 10th St. and Jefferson St.**
3. **Request for Temporary Lane Restrictions and Sidewalk Closure from Indiana University at 7th St. and Indiana Ave.**
4. **Approve Change Order #5 For the Woodlawn Railroad Crossing Project**
5. **Approve the Engineering Service Agreement for the 4th St. Parking Garage Electrical Replacement Project**

V. STAFF REPORTS & OTHER BUSINESS

VI. APPROVAL OF CLAIMS

VII. ADJOURNMENT

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

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

The Board of Public Works meeting was held on Tuesday, June 13, 2017 at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

ROLL CALL

Present: Kyla Cox Deckard
Kelly Boatman
Dana Palazzo

City Staff: Andrew Cibor – Planning and Transportation
Daniel Backler – Planning and Transportation
Roy Aten – Planning and Transportation
Adam Wason – Public Works
Jackie Moore – City Legal
Christina Smith – Public Works
Valerie Hosea – Public Works

MESSAGES FROM BOARD MEMBERS

None

PETITIONS & REMONSTRANCES

None

OPEN SEALED BIDS

Open Sealed Bids for the Allen Street/Walnut Street & 4th Street/Rogers Street Intersection Improvements Project

Cox Deckard opened the sealed bids for the Allen Street/Walnut Street & 4th Street/Rogers Street Intersection Improvements Project. Bids were received from the following companies:

- Milestone Contractors, L.P.: $263,000
- Crider & Crider, Inc.: $294,300
- E&B Paving, Inc.: $243,400

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

CONSENT AGENDA

1. Approval of Minutes-May 30, 2017
2. Request for Noise Permit for Orlando Pulse Remembrance and Community Picnic (Sunday, 6/25)
3. Resolution 2017-50: To Dispose of Surplus Personal

Property Owned by the City of Bloomington

4. Approval of Payroll Register for 6/9/17 in the amount of $400,609.66.

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

NEW BUSINESS

Plat Approval Phase 1, Section 2, for Summit Woods Subdivision

Andrew Cibor, with Planning and Transportation, presented the Plat Approval Phase 1, Section 2, for Summit Woods Subdivision. See meeting packet for further details.

Boatman made a motion to approve the Plat Approval Phase 1 Section 2 for Summit Woods Subdivision. Palazzo seconded. The motion passed. Plat approved.

Approve Memorandum of Understanding with the Park South Development Team for Use of Public Right-of-Way for Construction at Hillside Ave. and Henderson St.

Daniel Backler, with Planning and Transportation, presented the Memorandum of Understanding with the Park South Development Team for Use of Public Right-of-Way for Construction at Hillside and Henderson. See meeting packet for further details.

Boatman asked where pedestrians would cross.

Backler said they would cross Hillside, east of Templeton, using the temporary crosswalk.

Adam Wason, with Public Works, explained there are new pedestrian crossings from the east side to the west side of Henderson.

Cox Deckard asked if there will be signage indicating the upcoming closure.

Backler confirmed.

Boatman asked if pedestrians coming west on Hillside will they use the existing crosswalk on the south side of the road.

Backler confirmed.

Boatman asked if this will be completed before school starts.

Backler confirmed.

Boatman asked if there are any access issues for buses.

Backler said the bus stop would not be affected.

Palazzo made a motion to Award the Memorandum of Understanding with the Park South Development Team for Use of Public Right-of-Way for Construction at Hillside and Henderson. Boatman seconded. The motion passed. Memorandum approved.

Approve Memorandum of Understanding with Weddle Brothers for Use of Public Right-of-Way for Construction

Backler presented the Memorandum of Understanding with Weddle Brothers for Use of Public Right-of-Way for Construction. See meeting packet for further details.

Boatman asked if any adjacent affected properties were notified.

Jeff Becks, with Weddle Brothers, said they have not been notified yet. They will receive a notice pending the Board's approval.

Cox Deckard asked if there are access points that will be impacted.

Backler confirmed. However, they will be accessible.

Boatman asked if the house to the east and the business to the north will have access.

Backler confirmed.

Cox Deckard asked when the closures will go into effect.

Becks said each side will take about 5 weeks to complete. The long term closure will go into effect as soon as the Board gives their approval. He gave a brief description of the planned construction.

Cox Deckard asked about the impact of parking in the alley.

Becks explained it is a double-wide alley. It would be used for storage.

Wason explained that based on the street view, cars most likely should not park there.

Cox Deckard commented that typically it is required that the surrounding impacted property owners are notified before the Board gives approval of the closure. This allows for any minor adjustments to be discussed.

Palazzo added that this gives residents the opportunity to attend the public meeting and voice their concerns.

Boatman made a motion to approve the Memorandum of Understanding with Weddle Brothers for Use of Public Right-of-Way for Construction. Palazzo seconded. The motion passed. Memorandum approved.

Right-of-Way Dedication at 810 N. Woodlawn Ave.

Roy Aten, with Planning and Transportation, presented the Right-of-Way Dedication at 810 N. Woodlawn Ave. See meeting packet for further details.

Palazzo made a motion to approve the Right-of-Way Dedication at 810 N. Woodlawn Ave. Boatman seconded. The motion passed. Right-of-Way Dedication approved.

Approve Change Order #7 for the 17th St. and Arlington Rd. Project

Aten presented Change Order #7 for the 17th St. and Arlington Rd. Project. See meeting packet for further details.

Cox Deckard commented that this is a part of a statewide review.

Boatman made a motion to approve Change Order #7 17th St. and Arlington Rd. Project. Palazzo seconded. The motion passed. Change Order approved.

Approve Change Order #8 for the 17th St. and Arlington Rd. Project

Aten presented Change Order #8 for the 17th St. and Arlington Rd. Project. See meeting packet for further details.

Boatman asked if the project is complete now.

Aten confirmed. However, it will be under audit for a few years.

Palazzo made a motion to approve Change Order #8 for the 17th St. and Arlington Rd. Project. Boatman seconded. The motion passed. Change Order approved.

Approve Addendum to the Agreement with Kirkwood Design Studio for the Animal Care and Control Additions and Renovations Project

Wason presented the Addendum to the Agreement with Kirkwood Design Studio for the Animal Care and Control Additions and Renovations Project. See meeting packet for further details.

Boatman asked if the contractors have been paid for this project already.

Wason explained a portion of this relates to the design (about $8,600), and the construction oversight that will occur in the Fall. Some of the design was done knowing that there would not be additional compensation. He added there will be some significant remodeling to the space. This change allows us to incorporate the current facility in a manner that is beneficial to staff and the animals.

Boatman made a motion to approve the Addendum to Agreement with Kirkwood Design Studio for the Animal Care and Control Additions and Renovations Project. Palazzo seconded. The motion passed. Addendum approved.

Approve the Purchase and Installation of Electric Vehicle Charging Stations at the Walnut St. and Morton St. Garages

Wason presented the request for the Purchase and Installation of Electric Vehicle Charging Stations at the Walnut St. and Morton St. Garages. See meeting packet for further details.

Boatman asked if the price is combined.

Wason confirmed.

Boatman asked how much the current charging stations are used.

Wason will provide the data to the Board.

Cox Deckard asked if EV Connect provides service for the current stations.

Wason said they will not.

Palazzo made a motion to approve the request for Purchase and Installation of Electric Vehicle Charging Stations at the Walnut St. and Morton St. Garages. Boatman seconded. The motion passed. Agreement approved.

STAFF REPORTS & OTHER BUSINESS

Wason provided the following announcements:

- Sanitation Automation: This is the final week to submit cart selection surveys. They are due on June 18th. Please call Public Works staff with any questions at (812) 349-3410.
- Construction: Please be cautious when driving through construction zones.
- Animal Shelter Renovations: The shelter is still open during the construction. Any closures will be reported on the shelter's Facebook page.
- City Website migration: The City's website is transiting to its Alpha version. There may be temporary downtimes during this process.

APPROVAL OF CLAIMS

Boatman moved to approve the Claims Register for 5/15/17-6/16/17 in the amount of $2,219,180.78. Boatman seconded the motion. The motion passed. Claims approved.

ADJOURNMENT

Cox Deckard called for adjournment. Meeting adjourned at 6:17 p.m.

Accepted by:

_____

Kyla Cox Deckard, President

_____

Kelly Boatman, Vice-president

_____

Dana Palazzo, Secretary

Date: Attest to:

Board of Public Works
Staff Report

Project/Event:	Declare Surplus Property and Authorize Auction
Petitioner/Representative:	City Departments
Staff Representative:	Mike Young / Lisa Lazell
Date:	June 27, 2017

Report: Our Fleet Maintenance Division has compiled a list of various vehicles, equipment and miscellaneous items that are no longer in use by City Departments. The auction is scheduled for 10:00 a.m., Saturday, July 15th at the Frank Southern Ice Arena.

We are asking the Board to declare these items "surplus property" and authorize them to be sold at a public auction.

Recommendation and Supporting Justification:

Recommend ☒ **Approval** ☐ **Denial by:** *Mike Young / Lisa Lazell*

RESOLUTION 2017-51
CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS
SURPLUS PROPERTY

WHEREAS, in accordance with the provisions of Indiana Code § 5-22-22, the City of Bloomington Board of Public Works, as authorized purchasing agent for the City of Bloomington, may determine that personal property that is no longer needed or is unfit for the purpose for which it was intended may be declared surplus; and,

WHEREAS, the City of Bloomington owns various vehicles and equipment which is no longer used for various reasons such as cost to repair, being outdated, or parts of things that we no longer have, or items have been replaced with more energy efficient versions; and

WHEREAS, pursuant to Indiana Code § 5-22-22-5, a purchasing agency may sell surplus personal property by public auction; and,

WHEREAS, the City of Bloomington Board of Public Works wishes to sell the property in accordance with the procedures set forth in Indiana Code § 5-22-22;

BE IT RESOLVED, that the City of Bloomington Board of Public Works hereby finds that the vehicles and equipment attached to this resolution as "Attachment A" are hereby deemed surplus, and further authorizes staff to conduct a public auction to sale of such vehicles and equipment.

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

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS:

_____
Kyla Cox Deckard, President

_____
Kelly M. Boatman

_____
Dana Palazzo

Auction Item List

UNIT #	ITEM	DESCRIPTION	YEAR	MAKE	MODEL	VIN	DEPT	ASSET TAG
929	VEHICLE	VAN	2010	FORD	E-350	1FTSE3EL2ADA51315	ANIMAL CO	
	MISC	INCUBATOR					BLUCHER	
	MISC	24X18 BLK FRAME GREY PUSH PIN BOARD					CFRD	
	MISC	3 EA METAL BOOKENDS VARIOUS SIZES					CFRD	
	MISC	35 EA CLOTHES PINS					CFRD	
	MISC	4 EA VHS VIDEO CASES					CFRD	
	MISC	CALL LOG-100PGS					CFRD	
	MISC	NIKON MH-63 BATTERY CHARGER					CFRD	
	MISC	PHOTO ALBUM -4X6					CFRD	
	MISC	SMALL PLASTIC L- BRACKET					CFRD	
	office	2 EA BUSINESS ROLADEX					CFRD	
	office	2 EA C90 RECORDING CASSETTE TAPES					CFRD	
	office	2 EA PLANTRONIC HEADSET MODEL S10					CFRD	
	office	4 EA D90 RECORDING CASSETTE TAPES					CFRD	
	office	4- HOLE PUNCH					CFRD	
	office	5 EA 2HD DISKETTES					CFRD	
	office	ACCO 3- HOLE PUNCH					CFRD	
	office	DESK ORGANIZER					CFRD	
	office	DR-1 RECORDING CASSETTE TAPE					CFRD	
	office	ELECTRIC PENCIL SHARPENER					CFRD	
	office	SWINGLINE HEAVY DUTY STAPLER					CFRD	
	office	SPIRAL BINDER SUPPLIES					ECON	
	MISC	21" PANASONIC TV					FACILITIES	
	MISC	2EA 27" RCA TV					FACILITIES	
	MISC	2EA SAMSUNG DVD/VCR					FACILITIES	
	MISC	3 EA ROLLING CARTS 32x20x44					FACILITIES	
	MISC	5 EA LOCKERS					FACILITIES	
	MISC	6EA 4' 4 TUBE DROP IN CEILING LIGHTS					FACILITIES	
	MISC	ROLLING CART 32x18x34 2DOORS W/SHELF WOOD					FACILITIES	
	ELETRONICS	TOSHIBA VCR					FACILITIES	
	MISC	ZENITH VCR					FACILITIES	
	office	10-20 WOODEN LIBRARY CHAIRS					FACILITIES	
	office	15 DRAWER MAP FILE CABNET W/BASE IN 3 PCS					FACILITIES	
	office	2 DRAWER LETTER FILE CABNET WOOD					FACILITIES	
	office	20-25 METAL FOLDING CHAIRS					FACILITIES	
	office	2EA 4 DRAWER LEGAL FILE CABNETS					FACILITIES	
	office	2EA 4'x8' CONFERENCE TABLES					FACILITIES	
	office	2EA TABLE TOP DISPLAY UNITS					FACILITIES	
	office	2EA WAITING ROOM CHAIRS					FACILITIES	
	office	3EA 4 DRAWER LETTER FILE CABNETS					FACILITIES	
	office	6EA WOODEN DESKS					FACILITIES	
	office	6'x 30" TABLE					FACILITIES	
	office	DRAFTING TABLE					FACILITIES	
	office	LITE DRAFTING TABLE					FACILITIES	
	office	METAL DESK					FACILITIES	
	office	STANDING COMPUTER DESK					FACILITIES	
	OUTDOOR	4EA CIGARETTE BUTT RECEPTICALS					FACILITIES	
	MISC	Air Compressor					Fire	
	MISC	APPX 100 HEADS UP DISPLAYS					FIRE	
	MISC	APPX 100 MASKS					FIRE	
	MISC	APPX 100 VOICE AMPLIFIERS					FIRE	
	MISC	APPX 56 AIR PACKS					FIRE	
	MISC	APPX 90 AIR BOTTLES					FIRE	
	MISC	Box of Flashlights and misc					Fire	
	MISC	Empty Pelican case					Fire	
	MISC	Gas Powered Hyd Power unit					Fire	
	MISC	Hand Pump Hydraulic tools in a box					Fire	
	MISC	Light					Fire	
	MISC	Misc Old Nozzles and fittings					Fire	

Auction Item List

UNIT #	ITEM	DESCRIPTION	YEAR	MAKE	MODEL	VIN	DEPT	ASSET TAG
	OUTDOOR	2 EA Gas Grill					Fire	
	SPORTS	3 EA TREADMILLS					FIRE	
	SPORTS	Elliptical					Fire	
	VEHICLE	Fire Truck	1986	Mack	MC600	1M2H125C6GM001182	Fire	
351	VEHICLE	Small Pick - up	2002	GMC	SONOMA	1GTDT13W22K128973	Fire	
355	VEHICLE	Small Pick - up	2001	CHEV	S-10 4X4	1GCDT19W018215709	Fire	
350	VEHICLE	SUV	2004	GMC	YUKON XL	3GKGK26U14G258855	Fire	
	AUTO	12 TON BOTTLE JACK					FLEET	
	AUTO	12 TON HYD PRESS					FLEET	
	AUTO	2 EA TRUCK LEAF SPRINGS					FLEET	
	AUTO	2 EA VEEDER ROOT TLS-300 TANK MONITOR CONSOLES					FLEET	
	AUTO	4 EA 235/85R16 TIRES ON 8 LUG WHEELS					FLEET	
	AUTO	5 EA TRUCK BUMPERS					FLEET	
	AUTO	AIR/HYD JACK					FLEET	
	AUTO	AIR/HYD JACK					FLEET	
	AUTO	EATON AUTOMATIC TRANS SHIFTER					FLEET	
	AUTO	ES2500 BOOSTER PACK					FLEET	
	AUTO	FLOOR JACK LINCOLN					FLEET	
	AUTO	HYD FLOOR JACK OTC					FLEET	
	AUTO	LOT OF ELGIN SWEEPER PARTS					FLEET	
	AUTO	LOT OF MISC LIGHT BAR PARTS					FLEET	
	AUTO	LOT OF MISC VEHICAL PARTS NOT BOXED OR TAGGED					FLEET	
	AUTO	LOT OF SANITATION TRUCK PARTS					FLEET	
	AUTO	LOT OF USED AUTOMOTIVE LIGHTING PARTS					FLEET	
	AUTO	NON-WORKING THERMAL DYNAMICS PLASMA CUTTER					FLEET	
	AUTO	OTC 7146 CARB SERVICE TOOL					FLEET	
	AUTO	OTC 7232 CARB SERVICE TOOL					FLEET	
	AUTO	PARTS WASHER					FLEET	
	AUTO	PRESSURIZED BRAKE BLEEDER					FLEET	
	AUTO	RIKEN GP 460 EXHAUST GAS INDICATOR					FLEET	
	AUTO	STARTER				028006-393	FLEET	
	AUTO	TRANSMISSION JACK					FLEET	
	AUTO	USED TIRES NIT MARKED					FLEET	
	AUTO	AIR/HYD JACK					FLEET	
	AUTO	BOBCAT TIRE TRACK STRECHER					FLEET	
	AUTO	FLOOR JACK					FLEET	
	AUTO	HYD FLOOR JACK OTC					FLEET	
	MISC	2 BOXES OF SHOP REPAIR MANUALS					FLEET	
	MISC	2 EA 12VLT STROBES ON METAL STAND					FLEET	
	MISC	2 EA COCOA MATS				13793	FLEET	
	MISC	2 EA PAVER TIRES ON WHEELS CEDAR RAPIDS					FLEET	
	MISC	4 EA USED SWEEPER BROOMS					FLEET	
	MISC	CREEPER SEAT					FLEET	
	MISC	EVERHOT BRANDING IRON					FLEET	
	MISC	LOT MISC MIRROR BRACKETS					FLEET	
	MISC	LOT OF DOOR LOCK SET					FLEET	
	MISC	LOT OF FIRE EXTINGUISHERS					FLEET	
	MISC	LOT OF OFFICE DÉCOR					FLEET	
	MISC	LOT OF REPAIR MANUALS					FLEET	
	MISC	LOT OF ROOT PLOW PARTS					FLEET	
	MISC	LOT OF SCHOOL BUS LIGHTS					FLEET	
	MISC	LOT OF SCREW JACKS AND LIC PLATE BRK					FLEET	
	MISC	LOT OF USED BRAKE HARDWARE					FLEET	
	MISC	LOT OF USED BRASS FIRE TRUCK VALVES					FLEET	
	MISC	LOT OF USED MISC BRACKETS					FLEET	
	MISC	LOT OF USED STREET SWEEPER PARTS					FLEET	

Auction Item List

UNIT #	ITEM	DESCRIPTION	YEAR	MAKE	MODEL	VIN	DEPT	ASSET TAG
	MISC	LOT OF WINTER WARRIOR WINDSHIELD COVERS					FLEET	
	MISC	LOT STREGL SWEEPER PARTS					FLEET	
	MISC	MOTOR VAC CARBON CLEANER					FLEET	
	MISC	NEW BUT DEFECTIVE SWEEPER MAIN BROOM					FLEET	
	MISC	POLICE CAR LIGHT BAR ROTATING					FLEET	
	MISC	TRAILER HITCH					FLEET	
	office	CASIO DR-250 HD CALCULATOR					FLEET	
	office	MICROFICH PROJECTOR					FLEET	
	office	CANON COPIER IR5070				SLQ20044	ITS	
	office	CANON IR1630 COPIER				JRK20248	ITS	
	office	CANON IR2270 COPIER				SLH35374	ITS	
	office	CANON IR3300 COPIER				V8305100903	ITS	
	office	CANON IR5070 COPIER				85489726	ITS	
	office	RICOH 3025 COPIER				K8565101794	ITS	
	office	RICOH 3351 COPIER				V8305100821	ITS	
	office	RICOH 6001 COPIER				V6905300353	ITS	
	office	RICOH 6001 COPIER				V6905300728	ITS	
	office	RICOH 6001 COPIER				V6905800405	ITS	
	office	SHARP AR-M207 COPIER				55011261	ITS	
	office	TOSHIBA 203 SD COPIER				CSI950608	ITS	
	office	TOSHIBA 203 SD COPIER				CYI92449	ITS	
	office	TOSHIBA 6550C COPIER				CLF211579	ITS	
	office	TOSHIBA COPIER 167				CWI984630	ITS	
	office	TOSHIBA COPIER 2330C				CIB919160	ITS	
	MISC	2 EA BRIEFCASES					LEGAL	
	MISC	DESK TOP SUPPLIES					LEGAL	
	office	CALCULATOR					LEGAL	
	office	FAX MACHINE					LEGAL	
	office	SHREDDER					LEGAL	
	office	TYPEWRITER					LEGAL	
	EQUIP	3.5' BOX BLADE					PARK OP	
	EQUIP	6' GRADE BLADE					PARK OP	
893	VEH /EQUIP	BARK BLOWER	2001	FINN	TR-605	1F9CS18241F135017	PARK OP	
	EQUIP	HAMMER KNIFE MOWER				#02658	PARK OP	
	office	BEIGE 4-DRAWER LETTER SIZE FILE CABNET					PARK OP	
	office	BLK 4-DRAWER LEGAL SIZE FILE CABNET					PARK OP	
	office	BLUEPRINT COPIER				#20479	PARK OP	
	OUTDOOR	2EA WOOD CHAIRS					PARK OP	
	OUTDOOR	3EA METAL CHAIRS					PARK OP	
	OUTDOOR	62EA CONCRETE PLANTERS MIXED SIZES AND MATERIAL					PARK OP	
	OUTDOOR	7 EA BICYCLES					PARK OP	
	OUTDOOR	WASTE HOLDING TANK					PARK OP	
180	VEHICLE	SEDAN	2004	FORD	TAURUS	1FAFP53U94A159834	PARKING	
182	VEHICLE	SEDAN	2007	FORD	TAURUS	1FAFP53U17A186773	PARKING	
202	VEHICLE	SMALL TRK	2000	CHEV	S-10	1GCCS1457YK243050	PARKING	
241	VEHICLE	SMALL TRK	2002	CHEV	S-10	1GCCS145428231474	PARKING	
	MISC	SAMSUNG BIG SCREEN TV					PARKS REC	
848	VEHICLE	TRUCK	1989	GMC	AERIAL	1GDM7D1G1KV520760	PARKS REC	
877	VEHICLE	TRUCK	1996	GMC	K3500	1GDHK34F7TZ544410	PARKS REC	
862	VEHICLE	UTILITY BD	1993	GMC	1.5 TON	1GDKC34F2PJ516618	PARKS REC	
Z128	VEHICLE	POLICE SEDAN	2011	FORD	CROWN VIC	2FABP7BV9BX127782	POLICE	
Z139	VEHICLE	VAN	2003	DODGE	CARAVAN	1D4GP25373B201124	POLICE	
201	VEHICLE	ELECTRIC CAR	2007	GEM	EL	5ASAK27497F045136	PW	
	MISC	BINE GROWTH MEDICAL DEVICE					RISK	
	TRAINING	8 of 10 near complete adult mannequins					RISK	
	TRAINING	1/2 TORSO CPR MANNEQUIN					RISK	
	TRAINING	CHILD/ INFANT CPR MANNEQUINS					RISK	

Auction Item List

UNIT #	ITEM	DESCRIPTION	YEAR	MAKE	MODEL	VIN	DEPT	ASSET TAG
955	VEHICLE	SANITATION TRUCK	2001	PETERBILT	PACKER	1NPZL00X11D713004	SAN	
	EQUIP	2' BACKHOE BUCKET DAMAGED					STREET	
	EQUIP	OLD LOADER BUCKET NOT 4 IN 1					STREET	
	EQUIP	POST HOLE DIGGER FOR BOBCAT ATTACH W/2 AUGARS					STREET	
	MISC	1 PALLET OF OLD SIGNS					STREET	
	MISC	3EA USED MAIN BROOMS					STREET	
	MISC	4EA SIGN STANDS					STREET	
	MISC	GERBER EDGE FT (SIGN PRINTER)					STREET	
	MISC	RURAL KING TRUCK BOX					STREET	
	MISC	SKIDRIL GAS JACK HAMMER					STREET	
	MISC	STEEL POST DRIVER					STREET	
	MISC	TITAN TRASH PUMP					STREET	
	MISC	WEEDEATER LEAF BLOWER					STREET	
	MISC	WHEELHORSE SNOW BLADE					STREET	
	MISC	WHITE LEER CAMPER SHELL					STREET	
	office	2 EA WOODEN DESKS					STREET	
	OUTDOOR	ASSORTMENT OF PLASTIC CONCRETE FORMS					STREET	
4151	VEHICLE	1/2 TON PICKUP	2006	CHEV	K1500 HYB	1GCEK19T96Z217697	STREET	
412	VEHICLE	3/4 TON PICKUP	2001	GMC	K2500HD	1GTGK29U01Z250166	STREET	
4191	VEHICLE	3/4 TON PICKUP	1997	FORD	F250 4X4	1FTHF26H9VEC41642	STREET	
448	VEHICLE	BACKHOE	1993	JD	410D	T0410DB794562	STREET	
455	VEHICLE	LOADER	1998	JD	TC54H	DWTC54H564093	STREET	
453	VEHICLE	PAVER	2007	EDAR RAPID	CR352	60433	STREET	
460	VEHICLE	SWEEPER	2000	ELGIN	PELICAN	P3276D	STREET	
425	VEHICLE	TANDEM DUMP	2001	RIEGHTLINE	FL80	1FVHBXBS71HJ94344	STREET	
4231	VEHICLE	TANDEM DUMP	2000	VOLVO	TANDEM	4V5JC2HE3YN869410	STREET	
4301	VEHICLE	TANDEM DUMP	2000	VOLVO	TANDEM AXLE	4V5JC2HE5YN869411	STREET	
	EQUIP	GEO OLCOTT CO SANDBLASTER				CBU#10115/11372	UTILITES	
622	VEH/EQUIP	TRAILER	1999	R/S	DUMP TRL	1R9024209X0012105	UTILITES	
	MISC	2EA DUAL SPEAKERS					UTILITES	
	MISC	2EA MOTOALA HAND HELD 2-WAY RADIO				RR10WKX16DW/RR10WKX16FC	UTILITES	
	MISC	2EA MSA DOCKING STATIONS					UTILITES	
	MISC	2EA MSA GAS MONITOR EQUIPMENT				10010164	UTILITES	
	MISC	2EA MSA HAND HELD POUCHES					UTILITES	
	MISC	2EA ORACLE BOOKS					UTILITES	
	MISC	3 EA SHURE 6" MIC STANDS					UTILITES	
	MISC	4EA HAND HELD 2-WAY RADIO STATION CHARGER 3/4 HAVE BOTH RADIOS					UTILITES	
	MISC	4EA MSA FAST CHAGERS W/CABLES					UTILITES	
	MISC	4EA PASSPORT BATTERIES					UTILITES	
	MISC	5'RD FOLDING TABLE					UTILITES	
	MISC	AC WALL CELL PHONE CHRGERS 43EA					UTILITES	
	MISC	AC/DC PORTABLE CASSETTE PLAYER					UTILITES	
	MISC	ACE SURGE PROTECTOR					UTILITES	
	MISC	ARMY COTS GREEN					UTILITES	
	MISC	AUDIOVOX 14 CHANNEL HAND HELD 2-WAY RADIO 2EA				909131198/909131489	UTILITES	
	MISC	BADGER METER 4"-6"				90602041	UTILITES	
	MISC	BAG OF CALIBRATION HOSES					UTILITES	
	MISC	BASKET OF PILLOWS					UTILITES	
	MISC	BOTTLE OF ROLL-ON STAMP PAD INK					UTILITES	
	MISC	BOX OF MISC CHRISTMAS DÉCOR					UTILITES	
	MISC	BOX OF MISC HALLOWEEN DÉCOR					UTILITES	
	MISC	BOX OF WOOL BLANKETS					UTILITES	
	MISC	CALIBRATION GAS TANK (RED TOTE)				120372	UTILITES	
	MISC	CALIBRATION GAS TANK (RED TOTE)				A269-11	UTILITES	
	MISC	CALIBRATION GAS TANK (RED TOTE)				120373	UTILITES	
	MISC	CAR CELL PHONE HOLDER					UTILITES	
	MISC	COBRA HAND HELD 2-WAY RADIO				L204027427	UTILITES	

Auction Item List

UNIT #	ITEM	DESCRIPTION	YEAR	MAKE	MODEL	VIN	DEPT	ASSET TAG
	MISC	cpi 2-way radio base				2280200	UTILITES	
	MISC	CPI RADIO BASE				11060199	UTILITES	
	MISC	CPI RADIO BASE				11060099	UTILITES	
	MISC	DC CAR CELL PHONE CHARGERS 25EA					UTILITES	
	MISC	FIVESTAR PERSONAL ALARM				G8-19058-H02	UTILITES	
	MISC	FIVESTAR PERSONAL ALARM				G8-18049-C02	UTILITES	
	MISC	FIVESTAR PERSONAL ALARM				G8-18034-C02	UTILITES	
	MISC	FIVESTAR PERSONAL ALARM				G8-17874-B02	UTILITES	
	MISC	GE TV 19"				B203DD21H	UTILITES	
	MISC	JAMECO CHARGER/TRANSFORMER					UTILITES	
	MISC	MACKI INDUSTRIAL SPEAKER				DE36299	UTILITES	
	MISC	MACKI/SHURE LX SOUND SYS				MZ000112660224	UTILITES	
	MISC	MAGNAVOX TV-VCR COMBO				17624225	UTILITES	
	MISC	makita drill w/charger 5 ea batteries					UTILITES	
	MISC	MARANTZ CD RECORDER				MZ000232010010	UTILITES	
	MISC	MESH METAL PAPER RACK BLK					UTILITES	
	MISC	METAL BOOK ENDS RED					UTILITES	
	MISC	METERON BOULDER, CO SPECTRUM 175 METER				96-1339-150	UTILITES	
	MISC	MIC CORDS					UTILITES	
	MISC	MIC STAND PARTS NO NAME					UTILITES	
	MISC	MISC OFFICE SUPPLIES					UTILITES	
	MISC	MSA CHARGER				135835-L3	UTILITES	
	MISC	MSA CONTROL CENTER				A1-1123-C97	UTILITES	
	MISC	MSA TIM CONTROL CENTER				A1-1041-K96	UTILITES	
	MISC	MSA TIM CONTROL CENTER				A1-1039-K96	UTILITES	
	MISC	NADY HT-10 CORDLESS MIC					UTILITES	
	MISC	PANASONIC TOWER CARTRIDGE					UTILITES	
	MISC	PASSPORT FIVESTAR PERSONAL ALARM(GREEN TOTE)				G8-11859-500	UTILITES	
	MISC	PASSPORT FIVESTAR PERSONAL ALARM(GREEN TOTE)				G8-18043-C02	UTILITES	
	MISC	PASSPORT FIVESTAR PERSONAL ALARM(GREEN TOTE)				G8-18154-C02	UTILITES	
	MISC	PASSPORT FIVESTAR PERSONAL ALARM(GREEN TOTE)				G8-18052-C02	UTILITES	
	MISC	PASSPORT FIVESTAR PERSONAL ALARM(GREEN TOTE)				G8-18027-C02	UTILITES	
	MISC	PASSPORT FIVESTAR PERSONAL ALARM(GREEN TOTE)				G8-18045-C02	UTILITES	
	MISC	PLASTIC PAPER TOWER 2 SECTIONS					UTILITES	
	MISC	PLASTIC WATER BOTTLE					UTILITES	
	MISC	ROUND MOUSE PAD					UTILITES	
	MISC	SAFE AT WASHINGTON ST					UTILITES	
	MISC	SAFETY DATA SHEET BINDER					UTILITES	
	MISC	SELF INKING STAMP "FILE COPY"					UTILITES	
	MISC	SELF INKING STAMP CHARGE CARD 2EA					UTILITES	
	MISC	SELF INKING STAMP DATE RECEIVED/TRADE					UTILITES	
	MISC	SELF INKING STAMP ENTERED					UTILITES	
	MISC	SELF INKING STAMP FAX/TO/FAX					UTILITES	
	MISC	SELF INKING STAMP FAXED 2EA					UTILITES	
	MISC	SELF INKING STAMP FYI					UTILITES	
	MISC	SELF INKING STAMP GOODS/SERVICES RECEIVED 2EA					UTILITES	
	MISC	SELF INKING STAMP ORDER COMPLETE					UTILITES	
	MISC	SELF INKING STAMP RETURNED /DATA/ PURCHASE DEPT					UTILITES	
	MISC	SELF INKING STAMP SCANNED					UTILITES	
	MISC	SELF INKING STAMP SENT TO BE TYPED ON					UTILITES	
	MISC	SELF INKING STAMP VOID					UTILITES	

Auction Item List

UNIT #	ITEM	DESCRIPTION	YEAR	MAKE	MODEL	VIN	DEPT	ASSET TAG
	MISC	SENSUS 5/8" METER SRII				55311741	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311739	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311736	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311738	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311718	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311719	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311720	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311721	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311722	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311723	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311724	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311725	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311726	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311727	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311728	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311729	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311706	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311707	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311708	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311709	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311710	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311711	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311712	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311713	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311714	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311715	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311716	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311717	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311730	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311731	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311732	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311733	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311734	UTILITES	
	MISC	SENSUS 5/8" METER SRII				55311735	UTILITES	
	MISC	SHURE SM 58 MIC DD4T2 WIRELESS CERTRON AUDIO CASSETTE EARSER 4EA					UTILITES	
	MISC	SMALL BLUE WATER TRANSFER TANK					UTILITES	
	MISC	SMALL GAS DETECTOR CASE ORANGE					UTILITES	
	MISC	SMALL PAPER RACK BLK					UTILITES	
	MISC	SPECO MHL-1 MIC					UTILITES	
	MISC	THERMAL CALCULATOR ROLLS FOR CC MACHIINE 2-1/4x 85'					UTILITES	
	MISC	VERTEX STANDARD BRAND TWO WAY VEHICLE RADIO WITH MIC				4B2Q231455	UTILITES	
	MISC	VERTEX STANDARD BRAND TWO WAY VEHICLE RADIO WITH MIC				4B2B994027	UTILITES	
	MISC	VERTEX STANDARD BRAND TWO WAY VEHICLE RADIO WITH MIC				4B2B960475	UTILITES	
	MISC	VERTEX STANDARD BRAND TWO WAY VEHICLE RADIO WITH MIC				4B2Q031451	UTILITES	
	MISC	VERTEX STANDARD BRAND TWO WAY VEHICLE RADIO WITH MIC				4B2B934922	UTILITES	
	MISC	VERTEX STANDARD BRAND TWO WAY VEHICLE RADIO WITH MIC				4B2B966480	UTILITES	
	MISC	VERTEX STANDARD BRAND TWO WAY VEHICLE RADIO WITH MIC				4B2B934910	UTILITES	
	MISC	VERTEX STANDARD BRAND TWO WAY VEHICLE RADIO WITH MIC				4B2Q031293	UTILITES	
	MISC	WINDOW PANE					UTILITES	
	MISC	WIRE PAPER RACK YELLOW					UTILITES	
	MISC	WIRES					UTILITES	

Auction Item List

UNIT #	ITEM	DESCRIPTION	YEAR	MAKE	MODEL	VIN	DEPT	ASSET TAG
	office	2EA PLANTRONICS TELEPHONE HEADSET AMP					UTILITES	
	office	CANON CALCULATOR CP 1460D				D2004598	UTILITES	
	office	CHICAGO FILE CABN 7 DRAWERS 2EA BEIGE					UTILITES	
	office	DIGITAL IMAGER				B013686	UTILITES	
	office	HL10 TELPHONE HANDSET LIFTERW/ACC KIT					UTILITES	
	office	IBM ELECTRIC TYPEWRITER				13416603060841	UTILITES	
	office	KODAK CAROUSEL PROJECTOR				4213	UTILITES	
	office	LXI VCR				70609095	UTILITES	
	office	MALTRON ONR-HANDED KEYBOARD				10976	UTILITES	
	office	MITSUBISHI VCR				002492M	UTILITES	
	office	PANASONIC CAMCORDER VHS				K9WA1864O	UTILITES	
	office	PANASONIC PRINTER FAX				B014868	UTILITES	
	office	PANASONIC PRINTER FAX				5991006565	UTILITES	
	office	RCA TELEPHONE					UTILITES	
	office	REALSPACE 4 DRAWER FILE CABN BLK					UTILITES	
	office	SHARP CALCULATOR E1-1197P3				5D156630	UTILITES	
	office	SHARP CALCULATOR E1-1197P3				21648321	UTILITES	
	office	SHARP CALCULATOR E1-1197P3				0D67512	UTILITES	
	office	SHARP COMPET CALCULATOR				3D002596	UTILITES	
	office	SHARP COMPET CALCULATOR				6D012142	UTILITES	
	office	SHARP REAL POWER PROTECTION					UTILITES	
	office	SMALL METAL FILE RACK					UTILITES	
	office	SMALL METAL SHELF BLK					UTILITES	
	office	snappy video for pc					UTILITES	
	office	SONY CONF RECORDER				612292	UTILITES	
	office	SONY TRANSCRIBER				610527	UTILITES	
	office	SWINGLINE HOLE PUNCH					UTILITES	
	office	TOSHIBA VCR				51315775	UTILITES	
642	VEHICLE	SERVICE TRK	2000	CHEV	K3500HD	1GBKC34F5YF436114	UTILITES	

Board of Public Works
Staff Report

Project/Event: Wrapped in Love

Petitioner/Representative: Middle Way House

Staff Representative: Sean Starowitz

Meeting Date: June 27, 2017

Middle Way House is once again requesting to utilize downtown trees for their "Wrapped in Love" event. Designated trees around the square will be wrapped in knitted textiles. Businesses and individuals have been asked to sponsor a tree, and sponsorship funds will be used towards the cost of materials with the proceeds going to the Middle Way cause.

The event would begin in October 2017 and end in March 2018.

Staff recommends approval.

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-52

Wrapped In Love (Wrapping of Public Trees)

WHEREAS, the City of Bloomington Board of Public Works (hereinafter "City") has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including sidewalks; and,

WHEREAS, Middle Way House, Inc., a member of the Committee of the Non-Profit Alliance has put a project together called "Wrapped in Love"; and

WHEREAS, the main component of this project is to allow fabric artists to adopt a tree in the downtown public right of way and create a fabric in which to wrap the tree; and,

WHEREAS, approximately twenty (20) trees in the downtown right of way could be wrapped in various textile pieces; and,

WHEREAS, October is Domestic Violence Awareness Month, and the project will be a fundraiser for Middle Way House to heal a victim of abuse; and,

WHEREAS, downtown businesses are supportive of the project and are willing for the trees adjacent to their buildings be temporarily wrapped; and,

WHEREAS, the Board of Public Works agrees that this project to raise awareness and funding for violence victim services is important to the community and an opportunity to display public art; and,

WHEREAS, Middle Way House, Inc., 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 approves the event herein described, provided:

1. Trees to be wrapped will be identified by the City of Bloomington Urban Forrester.

2. No staples, nails or screws may be used to attach the textiles to the trees.

3. Wraps will be maintained and kept in an attractive manner.

4. If at any time it is determined that any of the wraps become unsafe, ugly or a nuisance to the general public, then the Sponsor shall move said encroachment(s) upon notification by

City, without compensation by City.

5. The City of Bloomington will not be responsible for any damages or vandalism to the wraps.

6. Recognition of sponsors may be attached to the wraps but may not include logos or pictures and may not be larger than eight and one/half by eleven inches (8 ½ x 11") in size.

7. Wraps may be installed around trees beginning on October 1, 2017, and must be removed from the trees by March 15, 2018.

8. _____, by signing this agreement, represents that she/he has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

9. In consideration for the use of the City's property and to the fullest extent permitted by law, Middle Way House, Inc., for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

	ACCEPTED AND AGREED TO:
BOARD OF PUBLIC WORKS:	MIDDLE WAY HOUSE, INC.
_____	_____
Kyla Cox Deckard - President	Signature
_____	_____
Kelly M. Boatman - Vice-President	Printed Name
_____	_____
Dana Palazzo - Secretary	Title
Date:_____	Date: _____

SPECIAL EVENT APPLICATION

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

CITY OF BLOOMINGTON

1. Applicant Information

Name:	Jack McGrew		
Title/Position:	Development Manager		
Organization:	Middle Way House		
Address:	PO Box 95		
City, State, Zip:	Bloomington IN 47402		
E-Mail Address:	jack@middlewayhouse.org		
Phone Number:	812.333.7404	Mobile Phone:	

2. Any Other Organizations Involved (including Food Vendors if applicable)

Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	
Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	
Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

3. Event Information

Type of Event	❑Metered Parking Space(s) ❑ 5k Run/Walk ❑ Festival ❑ Block Party ❑ Parade ✠ Other (Explain) Public Art Display using downtown trees	
Date of Event:	October 1, 2017 – March 15, 2018	
Time of Event:	N/A Start: End:	
Setup/Teardown time Needed	N/A Start: End:	
Calendar Day of Week:	N/A	
Description of Event:	Wrapped in Love is a public art display to raise awareness and funds for Middle Way House, the only rape crisis center and domestic violence shelter serving six counties in southern Indiana.	
Expected Number of Participants:	Hundreds will see the tree wraps over the display period	Expected # of vehicles: N/A

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

❑	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) • 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: barricades, security company, other law enforcement); and
❑	Notification to business/residents (copy of letter/flyer/other)

❑	A properly executed Maintenance of Traffic Plan from City of Bloomington Planning and Transportation • Determine if No Parking Signs will be required
❑	Noise Permit (if applicable)

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*

❑	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) • 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: barricades, security company, other 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
❑	Notification to business/residents (copy of letter/flyer/other)
❑	Copy from Parks & Recreation of Approved Special Use Permit (if applicable)
❑	Certificate of Insurance – Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: • Personal Injury: $100,000 per occurrence and $300,000 in the aggregate • Property Damage: $25,000.00 per occurrence and $50,000 in the aggregate
❑	A properly executed Maintenance of Traffic Plan from City of Bloomington Planning and Transportation • Determine if No Parking Signs will be required
❑	Secured a Parade Permit from Bloomington Police Department (if applicable)
❑	Noise Permit Application (if applicable)

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

❑	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 • 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: barricades, security company, other 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
❑	Notification to business/residents (copy of letter/flyer/other)
❑	Copy from Parks & Recreation Department of Approved Special Use Permit (if applicable)
❑	A properly executed Maintenance of Traffic Plan from City of Bloomington Planning and Transportation • Determine if No Parking Signs will be required
❑	Noise Permit (if applicable)

☐	Certificate of Insurance - Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: • Personal Injury: $100,000.00 per occurrence and $300,000 in the aggregate • Property Damage: $25,000.00 per occurrence and $50,000.00 in the aggregate
☐	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)

8.

CHECKLIST

☑	Determine what type of Event Public Art Display
☐ NA	Complete application with attachment ☐ Detailed Map ☐ Proof of notification to businesses/residents (copy of letter/flyer/other) ☐ Maintenance of Traffic Plan ☐ Noise Permit Application (if applicable) ☐ Certificate of Insurance ☐ Secured a Parade Permit from Bloomington Police Department (if applicable)
☑	Date Application will be heard by Board of Public Works June 27, 2017
☐	Approved Parks Special Use Permit (if using a City Park) NA
☐	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection) NA

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
6-1-17	SS / Lwaters	6-1-17	SS

Board of Public Works
Staff Report

Project/Event: Addendum to the 2016 Pavement Markings Agreement

Petitioner/Representative: Street Department

Staff Representative: Joe VanDeventer

Meeting Date: June 27, 2017

The Addendum to 2016 Pavement Markings Agreement with Indiana Traffic Services, LLC (ITS) extends the terms of the original agreement for an additional year for work to be conducted in the summer and fall of 2017.

ITS has agreed to extend our agreement on same terms and conditions for 2017 season not to exceed $114,950.00.

Staff recommends approval of the Addendum to the 2016 Pavement Markings Agreement with ITS\ for the 2017 season.

Recommend ☑ Approval by Joe VanDeventer

ADDENDUM
TO
2016 PAVEMENT MARKINGS AGREEMENT WITH
INDIANA TRAFFIC SERVICES, LLC
(Entered in this _____ day of _____, 2017)

WHEREAS, on July 6, 2016, the City of Bloomington, Department of Public Works through the Board of Public Works ("City") entered into an Agreement ("Agreement") with Indiana Traffic Services, LLC ("Contractor"); and

WHEREAS, pursuant to Section 1.01 of Article 1 of Agreement, Agreement may be renewed up to two times for additional one-year terms for work to be conducted in the summer and fall of 2017 and 2018; and

WHEREAS, both the City and Contractor agree to a one-year renewal of Agreement; and

WHEREAS, the City and Contractor agree to no increase in Pavement Markings costs for the renewal;

NOW, THEREFORE, the parties hereto mutually agree as follows:

Article 1. Term: To amend the Agreement to extend the Agreement to June 1, 2018.

Article 2. Compensation: Compensation paid to Contractor shall not exceed the amount of One Hundred Fourteen Thousand Nine Hundred Fifty Dollars and Zero Cents ($114,950.00).

Article 3. Modification: All other terms of the original Agreement (entered into on July 6, 2016) are still intact. Any other modification to said Agreement shall be in writing per Section 5.11 of Article 5 of said Agreement.

IN WITNESS WHEREOF, the parties execute this Addendum to the Agreement on the date first set forth.

City of Bloomington
Bloomington Board of Public Works

By:

_____
Kyla Cox Deckard, President

_____
Kelly M. Boatman, Vice President

_____
Dana Palazzo, Secretary

_____
Adam Wasn, Director, Department of Public Works

_____
Phillippa M. Guthrie, Corporation Counsel

Indiana Traffic Services, LLC

By:

_____
Contractor Representative

_____
Printed Name

_____
Title of Contractor Representative

AGREEMEMT

BETWEEN

CITY OF BLOOMINGTON

DEPARTMENT OF PUBLIC WORKS, STREET DEPARTMENT

AND

INDIANA TRAFFIC SERVICES, LLC

FOR

2016 PAVEMENT MARKINGS

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Department of Public Works through the Board of Public Works (hereinafter CITY), and Indiana Traffic Services, LLC, (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 Quote on the Quote Summary sheet; and

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

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive 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.

Work under this agreement shall be conducted during the summer and fall months of 2016. This agreement may be renewed up to two (2) times for additional one-year terms for work to be conducted in the summer and fall of 2017 and 2018, provided the Contractor gives written notice to the City on or before March 31, 2017, and March 31, 2018, respectively, of its wish to renew this Agreement and provided both the City and Contractor agree to any one-year renewal of this Agreement.

ARTICLE 2.. SERVICES

.2.01. CONTRACTOR shall complete all work required under this Agreement on or before December 31, 2016 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. CONTRACTOR agrees to pay CITY said damages the sum of 500 dollars per calendar day of delay, which sum is agreed upon not as a penalty, but as a fixed and liquidated damage for each day of such delay. Or in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

ARTICLE 3.. COMPENSATION

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

.3.02. Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed One Hundred Fourteen Thousand, Nine Hundred Fifty Dollars and Zero Cents ($114,950.00) . 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 5 percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration.
The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties.

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

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

ARTICLE 5. **GENERAL PROVISIONS**

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

5.02 **Abandonment, Default and Termination**

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this

Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

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

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

Failure to begin the work under this Agreement within the time specified.
Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.
Unsuitable performance of the work as determined by CITY ENGINEER or his representative.
Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
Discontinuing the prosecution of the work or any part of it.
Inability to finance the work adequately.
If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

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

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

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

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

5.03. Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05. Insurance

5.05.01

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

Coverage	Limits
A. Worker's Compensation & Disability	Statutory Requirements
B. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than	$1,000,000 per occurrence and $2,000,000 in the aggregate.

Products/Completed Operations)

C. Comprehensive Auto Liability (combined single limit, owned, hired and non-owned)	$1,000,000 each accident $1,000,000 each person
Bodily injury and property damage	
D. Umbrella Excess Liability Bodily injury and property damage	$5,000,000 each occurrence and aggregate.
The Deductible on the Umbrella Liability shall not be more than	$10,000

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

Premises and operations;
Contractual liability insurance as applicable to any hold-harmless agreements;
Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;
Broad form property damage - including completed operations;
Fellow employee claims under Personal Injury; and
Independent Contractors.

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

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

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

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

5.08. Non-Discrimination

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

Agreement.

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

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

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

a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09. Workmanship and Quality of Materials

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

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility

for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

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

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

5.11 **Amendments/Changes**

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

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

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

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

5.12 **Performance Bond and Payment Bond**

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

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

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

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

5.14 **Written Notice** Written notice shall be considered as served when delivered in person or sent by mail to the

individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:	TO CONTRACTOR:
City of Bloomington	Indiana Traffic Services, LLC
Attn: Mike Stinson, Asst. Director, Street Operations	Attn: Marlena McDougall, Vice President
1981 S Henderson St	3867 N. Commercial Parkway
Bloomington, Indiana 47401	Greenfield, IN 46140

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

5.16. Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within five (5) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the five (5) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17. Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18. Verification of Employees' Immigration Status Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Attachment B, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S.

citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien.

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

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

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

DATE: July 6th, 2016

City of Bloomington
Bloomington Board of Public Works

Indiana Traffic Services, LLC
3867 N. Commercial Parkway
Greenfield, IN 46140

BY:

Kyla Cox Deckard, President, Board of Public Works

Kelly M. Boatman, Vice President, Board of Public Works

Dana Palazzo

Adam Wason, Director, Department of Public Works

Philippa M. Guthrie
for John Hamilton, Mayor of Bloomington

BY:

Contractor Representative

Marlena McDougall
Printed Name

Vice President
Title of Contractor Representative

CITY OF BLOOMINGTON
Controller
Reviewed by:
DATE: 7/12/16
FUND/ACCT: 601 431

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 7-6-16

ATTACHMENT 'A'

"SCOPE OF WORK"

PROJECT NAME

This project shall include, but is not limited to, the furnishing and installing or removal of pavement traffic markings for the City of Bloomington, Indiana, in accordance with the current INDOT and MUTCD specifications for pavement markings, and in accordance with any manufacturer's requirement necessary to maintain product warranty.

APPLICATION INSTRUCTIONS

PreMark® Preformed Thermoplastic Pavement Markings

First-time applicators should contact Flint Trading, Inc. for product support and on-site training.

For enhanced skid/slip resistance, Flint Trading, Inc. recommends using PreMark® with ViziGrip in areas with pedestrian/cyclist traffic such as crosswalks, bike paths, and parking facilities.

SURFACE APPLICATION, GENERAL REQUIREMENTS:

Equipment:

- Flint 2000EX®, or equivalent propane fueled torch with pressure regulator and 25 ft. of hose
- Gas Powered Blower or Broom
- Chalk Sticks and Chalk Snap Line
- Adequate Supply of Propane
- Paint roller (for sealer applications only)
- Tape Measure
- Utility Knife, Putty Knife
- Hammer and Chisel
- Water sprayer (optional)

Moisture: Pavement must be dry prior to positioning the PreMark® material. Since PreMark® cannot be applied on a wet surface, you cannot apply the material when it is raining or snowing. However, unlike some other materials, you do not have to wait 24 hours after precipitation before you can apply PreMark® on asphalt. As soon as the precipitation has stopped, PreMark® can be applied if the road surface has been checked for moisture and any moisture has been removed. On concrete surfaces, Flint Trading recommends waiting 24 hours after precipitation has stopped before applying PreMark®.

Surface: **New Asphalt:** PreMark® can be applied on new asphalt as soon as the road surface is cool enough for you to walk on it.

Portland cement Concrete: PreMark® can be applied on non-bituminous surfaces such as portland cement concrete in conjunction with PreMark® Sealer. New concrete should be allowed to cure a minimum of 45 days before application. Curing compounds should be removed by sandblasting, or other standard industry methods. Concrete surfaces must have surface porosity. To test for porosity, sprinkle a few drops of water onto the surface. If the concrete does not readily absorb the water drops, the surface is not sufficiently porous and you should contact your Flint Trading representative for additional instructions on how to prepare the surface.

Thermoplastic: When applying on existing thermoplastic, scrape off any loose material and remove the oxidized (powdery) layer by lightly scarifying the surface, or heating the surface and scraping off the oxidized layer to expose fresh material. If you have any questions regarding material application on a particular surface contact your Flint Trading representative.

Surface must be free of dirt, dust, deicing agents, chemicals and significant oily substances. Do not apply PreMark® on top of paint or cold plastic.

Material: Keep PreMark® dry at all times. Avoid extreme storage temperatures. PreMark® should be stored indoors at temperatures between 35° F. and 90° F. Packages should be stored flat and stacked a maximum of 30 high. PreMark® should be handled with care in temperatures below 50° F, as it will be less flexible in colder weather. Shelf life is 12 months. PreMark® sealer should be used for applications on non-bituminous pavements.

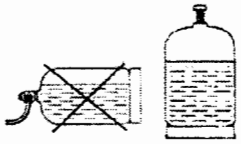
Temperature: PreMark® does not have any road or ambient temperature requirements.

SAFETY PRECAUTIONS:

Read and understand all material safety data sheets before using this product. Protective clothing consisting of leather work shoes, long pants and safety vest should be worn. Avoid all contact with the molten PreMark® material and heat gun flame. If you do get some molten PreMark® material on your skin, flush the area immediately with plenty of water and then seek medical attention. Do not attempt to remove the molten material from your skin.

If using sealer take the following additional precautions: The sealer is for outdoor use only. Always wear safety goggles and non-absorbent gloves, when working with the sealer. Avoid accidental contact with the sealer. In the unlikely event of sealer contacting skin, remove contaminated clothing, and wash the affected area with soap and water for at least 15 minutes. Seek medical attention if irritation persists. In the event of accidental sealer contact with the eyes, immediately flush eyes with plenty of water for at least 15 minutes; remove contact lenses; call a physician. Dispose of all materials in accordance with all applicable federal, state and local laws and regulations.

Heat torches such as the Flint 2000EX® operate on vaporized propane gas. Use the largest size propane cylinder possible. Flint recommends using a 40 lb. cylinder or greater. The propane gas cylinders must be used in the standing, upright position with the valve being the uppermost part. Do not use the torch if the propane cylinder is not in the upright position as this may allow liquid gas to flow into the torch assembly possibly causing damage to the torch itself.



INSTRUCTIONS FOR APPLICATION ON ASPHALT:

Figure 1:
Clean area

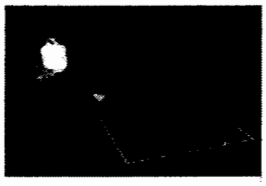


Figure 2:
Remove moisture.

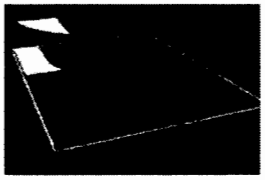


Figure 3:
Position material.

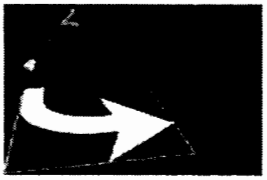


Figure 4:
Heat material.

1. Clean intended application area thoroughly. See Figure 1. All loose particles, sand, dust, etc. must be removed. Utilize a power blower or compressed air if available, otherwise sweep completely.

2. Ensure that no moisture is present prior to positioning the PreMark® material on the pavement surface. See Figure 2. Surface moisture is not often visible so you should assume that some moisture is present. Remove moisture by drying the application area with a propane fueled torch such as the Flint 2000EX®.

3. Position all connecting parts of the PreMark® (lines, legends, or symbols) on to the pavement surface with the exposed beaded side up. See Figure 3. There should be no gaps between the adjoining segments. You may overlap the edges slightly. Check to ensure that proper layout and alignment is obtained before heating the material.

4. Prepare to heat the PreMark® material by readying the Flint 2000EX torch and propane cylinder. Positioning yourself with the wind at your back as you face the marking will allow the wind to move the heat over the unheated portion of the material while at the same time keeping the heat away from your feet. Regularly spaced indents have been manufactured into the top surface of the PreMark® material. The closing of these indents will provide a visual cue during application that the material has reached a molten state and proper bead embedment has been achieved. The PreMark® material must be heated to its melting temperature to achieve a bond with the pavement. Note: Insufficient heat will result in inadequate bonding and failure.

5. Heat the PreMark® material slowly, but steadily, keeping the nozzle of the torch about 4 to 8 inches above the material, while using a sweeping motion approximately 2 to 3 feet wide. See Figure 4. It is important to maintain a minimum distance of 4 inches between the torch nozzle and the material. Any closer will cause superficial scorching of the material without adequate melting throughout. Continue to heat the PreMark® until the indents close. At this point stop the heating process. Overheating the material will sink the top coating of beads into the PreMark® material causing the marking to be less retroreflective initially.

   Note: The organic pigment in yellow PreMark® is susceptible to a superficial color change if exposed to intense heat yielding a deep orange color. This color change affects the topmost layer of material only. Normal traffic wear will expose the underlying yellow color.

6. After the material has cooled to near ambient temperature, inspect the recently applied PreMark® to ensure that complete bonding has occurred over the entire area. Flint recommends performing a chisel test to verify bond. Cut an area in the interior of the marking with a chisel where it appears that the PreMark® material has received the least amount of heat. For white PreMark® this area will appear the whitest in color. Using the tip of the chisel try and lift the edge of the PreMark® material up off of the pavement surface. If the material can be lifted without evidence of asphalt on the underside, insufficient heat has been applied. Press the small section of material back into place and simply reapply heat until adequate bonding has occurred. Note: Do not leave the project until a sufficient bond has been established as attempts to reheat at a later date will be unsuccessful.

7. PreMark® is formulated with surface applied and intermixed glass beads to provide both high initial retroreflectivity and better visibility throughout its service life. PreMark® can be supplied without pre-applied surface beads. When this happens beads must be applied to the surface during application while the material is in the molten state to provide adequate initial retroreflectivity. This is also a very important step in obtaining the required skid resistance.

8. PreMark® will cool and set rapidly within a couple of minutes of application. If desired, setting time can be accelerated with a spray of cool water.

INSTRUCTIONS FOR APPLICATION ON NON-BITUMINOUS SURFACES:

1. Before proceeding, ensure that the concrete surface is porous. To test for porosity sprinkle a few drops of water onto the surface. If the concrete does not readily absorb the water drops, the surface is not sufficiently porous and you should contact your Flint Trading representative for additional instructions on how to prepare the surface.

2. Follow steps 1 and 2 as stated for application on asphalt.

3. Delineate the area to receive the PreMark® using a chalk line, chalk or crayon. Once the marking has been traced, or the area delineated, remove the marking from the pavement.

4. Apply sealer approved for use with PreMark® to areas outlined in chalk or crayon. Allow it to dry until it will not transfer to the gloved finger when touched. The more porous the surface, the more sealer is required. **Caution: Do not attempt to speed up the drying process by using an open flame as the sealer is flammable at this stage.** Remember: It is important to cover the entire area with sealer where the PreMark® will be applied.

5. Continue with Steps 3 through 6 as stated above under "Instruction for Application on Asphalt" until application is complete. Note: When trying to lift the recently applied PreMark® material (step 6) off of the non-bituminous surface it is unlikely that any part of the pavement will be lifted up (with the PreMark®). Adequate bonding has occurred if the PreMark® separates and part of the PreMark® remains stuck to the pavement.

NOTES:

- Closed indents act as a post-application visual cue that the application procedures have been followed.
- PreMark® is compatible with asphalt and concrete surfaces and can be applied on special surfaces, i.e., bricks and cobble stones, using an approved sealer.
- Do not allow 2 pieces of PreMark® to remain in direct contact with each other, as they will bond together especially in hot weather. Use the plastic separation sheets to avoid this situation.
- You can "cut and paste" with PreMark®. Use a knife to score the material and carefully break it along the score. In warm weather you can use scissors. Don't throw or drop PreMark®; it is less flexible in colder weather.
- PreMark® is oil impervious and can be applied on fresh asphalt as soon as the road surface sets.
- Dispose of all materials in accordance with all applicable federal, state and local laws and regulations.

PreMark® has a patented visible indent system, US Pat 5,861,206

FLINT TRADING, INC.

Address: 115 Todd Court, Thomasville, NC 27360 Phone: (336) 475-6600 Fax: (336) 475-7900
sales@flinttrading.com www.flinttrading.com

ATTACHMENT 'B'

STATE OF INDIANA)
) SS:
COUNTY OF Hancock)

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the Vice-President of Indiana Traffic Services, LLC.
(Job title) (Company name)

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).

4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Marlena McDougall
Signature

Marlena McDougall
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF HANCOCK)

Before me, a Notary Public in and for said County and State, personally appeared MARLENA McDOUGALL and acknowledged the execution of the foregoing this 7 day of July, 2016.

Julie Kay Sobczak
Notary Public
Julie Kay Sobczak
Printed name

My Commission Expires: 12 MARCH 2023

County of Residence: HAMILTON

JULIE KAY SOBCZAK
Hamilton County
NOTARY PUBLIC
Comm. # 685296
NOTARY SEAL
My Commission Expires 03-12-2023
STATE OF INDIANA

Client#: 107645 INDIATRA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/07/2016

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

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

PRODUCER
ONI Risk Partners, Inc.
925 Wabash Avenue, Suite 200
Terre Haute, IN 47807
812 478-6000

CONTACT NAME: Lora DeVault
PHONE (A/C, No, Ext): 812-478-6034 FAX (A/C, No): 812-478-6001
E-MAIL ADDRESS: lora.devault@onirisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Burlington Ins. thru R-T Specia	
INSURER B: Commerce & Industry/R-T Special	
INSURER C: Carolina Cas Ins - BerkleyNet U	
INSURER D: Cincinnati Insurance Co.	10677
INSURER E:	
INSURER F:	

INSURED
Indiana Traffic Services, LLC
3867 N. Commercial Parkway
Greenfield, IN 46140-0592

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X BI/PD Ded:2,500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			HGL0041561	06/15/2016	06/15/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $2,500 $1,000,000 $2,000,000 $2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			EPPEBA0088117	06/15/2016	06/15/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $ $
B	UMBRELLA LIAB OCCUR X EXCESS LIAB X CLAIMS-MADE DED RETENTION $			BE011736016	06/15/2016	06/15/2017	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		BNUWC0124387	06/15/2016	06/15/2017	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

2016 Pavement Markings
City of Bloomintgon as additional insured regarding General Liability and Auto Liability as required by written contract. Waiver of Subrogation in favor of City of Bloomington in regards to Workers Compensation
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Bloomington
Dept. of Public Works
Street Dept.
1981 S. Henderson St.
Bloomington, IN 47401

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Steve Daniellson

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Board of Public Works
Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: June 27, 2017

Department of Public Works (DPW) received a request for additional street lighting within the South Hampton Subdivision. Staff has determined that additional lighting is warranted to effectively illuminate the public right-of-way at the following locations:

1. NE Corner of S Stratford Drive & E Wexley Road
2. SE Corner of E Wexley Road & E Kensington Place
3. NE Corner of S Straford Drive & E Kensington Court

The streetlights will consist of pedestrian scale LED full cut off Traditionaire style fixtures mounted on tapered poles with a black finish. The City has elected lease Option A on the agreement which is a onetime lump sum for equipment costs in the amount of $20,723.15. These lights will be leased through Duke Energy with the City paying for the ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services. All of the installation and monthly costs for street lights and traffic signals will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

DPW received a majority of consensus of support from the neighborhood and staff recommends approval of the Outdoor Lighting Service Agreement with Duke Energy for additional streetlights within S Hampton Subdivision.

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

5055 E. Main St.
Avon, In 46123

June 13, 2017

City of Bloomington
PO Box 100
Bloomington, IN 47402

Subject: S Hampton
Stratford Dr
Bloomington , IN 47402

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,

Craig Barker
Duke Energy Representative
5055 E. Main St.
Avon, In 46123
ph (317)745-1003
fax (317) 745-1010

Agreement Information	Equipment, Energy and Maintenance			BL-11750809		06/13/2017
	Agreement Coverage			*Agreement Number*		*Current Date*
83902673	136579	75115	S450	V742	OLEIN	SULP
Customer Account Number	*Request Number*	*Corp.*	*CP Center*	*LOC*	*Work Code*	*Rate Code*

OUTDOOR LIGHTING SERVICE AGREEMENT

DUKE ENERGY. **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	S Hampton			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 Address	Stratford Dr			
Service Address				
Service City, State, Zipcode	Bloomington	IN	47402	
Mailing Name				Notes:
Mailing Business Name				
Mailing Address	PO Box 100			
Mailing Address				
Mailing City, State, Zipcode	Bloomington	IN	47402	

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 09/11/2017
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	$20,723.15	$17.04	$2.28	3	$19.32	$6.44	$6.44
Option B - 1 Year Agreement Initial Term	$1,805.96	$17.04	$2.28	3	$1,825.28	$608.43	$6.44
Option C - 3 Year Agreement Initial Term	$618.75	$17.04	$2.28	3	$638.06	$212.69	$6.44
Option D - 5 Year Agreement Initial Term	$419.81	$17.04	$2.28	3	$439.13	$146.38	$6.44
Option E - 7 Year Agreement Initial Term	$336.71	$17.04	$2.28	3	$356.03	$118.68	$6.44
Option F -10 Year Agreement Initial Term	$276.55	$17.04	$2.28	3	$295.86	$98.62	$6.44

*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) [A] **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	Craig Barker	Signature	
Printed Name	Craig Barker	Printed Name	
Date	06/13/2017	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 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hhereto, made a part hereof and incorporated herein by reference.

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	LED 50W TRADITIONAL BLACK	3,303	50	0.05	200	$5.68	$0.76	3	$19.32
SECTION I - A - TOTALS					*ESTIMATED MONTHLY TOTAL COST				$19.32

*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 09/14/2009 Estimated Annual Burn Hours 4000

*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	12 MH-STYLE A-BLACK-RND TAPERED-15 DB ALUM POLE	3
TOTAL NUMBER OF POLES		3

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.

2.1 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. 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 regulaorty 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 Company is an independent contractor and not an agent or employee 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 not 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.

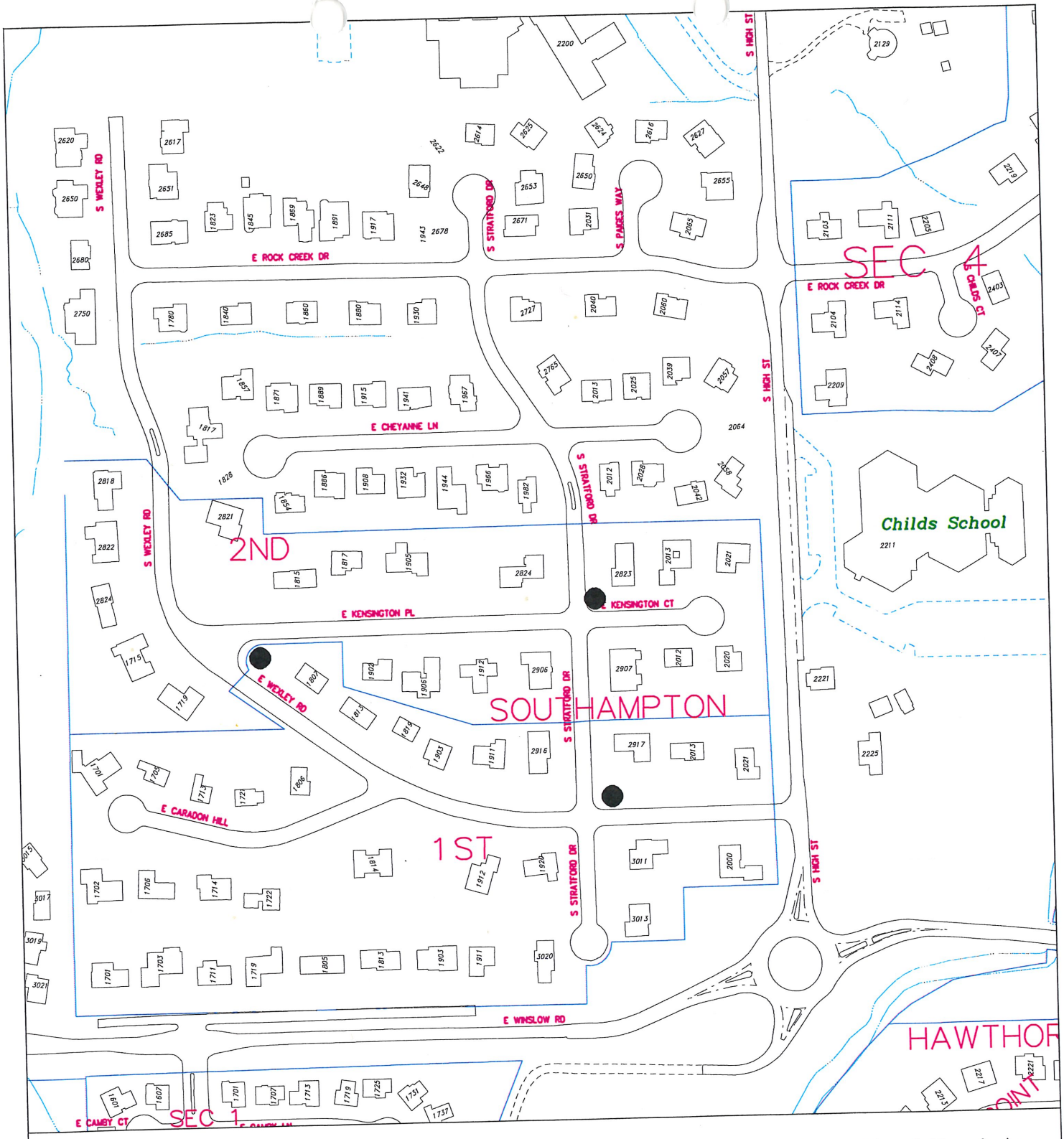
12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.

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.



South Hampton Subdivision

● Proposed Street Light Location

By: smithc
12 Jan 17

250 0 250 500 750

N

City of Bloomington
Public Works

Scale: 1" = 250'

For reference only; map information NOT warranted.

Board of Public Works
Staff Report

Project/Event: Change Order #1 for 3rd/Woodscrest & 2nd/College Traffic Signal Replacement

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Matt Smethurst

Meeting Date: June 27, 2017

This project will replace the existing traffic signals at the intersections of 3rd Street & Woodscrest Drive and 2nd Street & College Avenue. This is an INDOT funded project.

INDOT recently decided that payments to contractors for all current or future projects will be made electronically. Change Order #1 will allow INDOT to pay the contractor for this project electronically. There are no other changes proposed with this change order.

Staff has reviewed the proposed change order and recommends approval of Change Order #1 for the 3rd/Woodscrest & 2nd/College Traffic Signal Replacement Project.

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

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Contract Information Contract No.: T -38340 Letting Date:04/05/2017

District:SEYMOUR DISTRICT AE:Wren, Rachel PE/S:Greene, Shawn Status:Draft

Change Order Information Change Order No.: 001 EWA: N or Force Acct: N

Date Generated: 06/20/2017 Date Approved: 00/00/0000

Reason Code: STANDARDS/SPECS CHANGE, Spec Change Only

Description: ELECTRONIC SUBMISSION OF CERIFIED PAYROLLS

Original Contract Amount	$ 790,498.31	
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	$ 790,498.31	

Time Extension Information

Date Initiated 00/00/0000 Date Completed 00/00/0000

Original Contract Time SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SP Date 00/00/0000 or SP Days
(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension SS Days 0 SP Days 0 SP Days Value $ 0.00

Previous Time Approved SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____

SS Days_____ SP Days Value $ _____

Revised Contract Time SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority	AE:_____ DCE:_____ SCE:_____* DDCM:_____*
($ per Change Order)	(- LE $ 250K-) (- LE $ 750K -) (-- LE $ 2 M --) (-- GT $ 2 M --)
(Days per Contract)	(50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)
Verbal Approval Required?	Y / N If Y, by_____ Date Issued_____
Total Change To-Date>5%?	Y / N If Y , Copy to Program Budget Manager_____
Scope/Design Recommendation Required?	Y / N If Y, Referred to Project Manager(PM) _____
	Date to PM_____ Date Returned_____
Approval Authority Concurs with PM?	Y / N If Y, Concurrence by_____ Date_____
	If N,Resolution: Approved _____ Disapproved _____
	Resolved by_____ Date_____
LPA Signatures Required?	Y / N If Y, Date to LPA _____ Date Returned _____
FHWA Signatures Required?	Y / N If Y, Date to FHWA_____ Date Returned_____

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

Field Engineer _____ Date _____

Comments: _____

_____

_____

_____

_____

Contract: T -38340
Project: State:150037600LC5
Change Order Nbr: 001
Change Order Description: ELECTRONIC SUBMISSION OF CERIFIED PAYROLLS
Reason Code: STANDARDS/SPECS CHANGE, Spec Change Only

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change

Total Value for Change Order 001 = $ 0.00

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

Entitlement - Per INDOT Construction Memo 17-11 all active contracts are required to process this change order for electronic payroll submittals. This change order notifies the contractor of this new requirement on T-38340.

General or Standard Change Order Explanation

Cost/Time - No additional time is needed for this change order. No additional money is needed for this change order. A contract time adjustment is not required for this change.

General or Standard Change Order Explanation

A contract time adjustment is not required for this change.

General or Standard Change Order Explanation

Impact - Per AE directive email on June 14, 2017 a new construction memo 17-11 was created ordering all active contracts to begin receiving and attaching in SiteManager electronic payrolls.

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 TRANSPORATION

Approval Level	Name of Approver	Date	Status

Change Order Worksheet

(To be included as part of Change Order Document)

Change Order # 1

Contract # 38340 PE/PS Shawn Greene Project Manager Unassigned due to turnover at INDOT

Designer Contact John Bowen WSP Approval Authority Project Engineer

Date Contractor issued Written Notice of Changed Condition	N/A
Date Area Engineer was notified of Changed Condition	6/20/17
Date Project Manager was notified of Changed Condition	6/20/17
Date LPA was notified of Changed Condition	6/20/17
Date FHWA was notified of Changed Condition (if Federal Oversight job)	N/A
Date Contractor was asked to provide pricing	N/A
Date Contractor returned pricing for review	N/A
Will work be done before approved Change Order Yes (No)	
If Yes	
Date AE gave Documented Verbal Approval	
Date LPA gave Documemted Verbal Approval	
Date FHWA gave Documented Verbal Approval (if Federal Oversight job)	
Date Work Order Document was issued to Contractor	
Is there a scope change? Yes (No)	
If Yes	
Date that Project Manager gave Documented Verbal Approval	
Date that Draft Change Order was emailed to Project Manager for review	
Date Project Manager returned his/her review	
Date that Draft Change Order was sent to LPA for signatures (if applicable)	
Date that Draft Change Order was sent to FHWA for approval (if Federal Oversight)	
Date FHWA approved Change Order in SiteManager (if Federal Oversight)	

Once Change Orders for a contract cumulatively reach the 4% level or a 25 day time extension, the PE/S will need to forward a draft of the Change Order to the following positions; the District Construction Director, the Director Division of Construction Management (Mark Miller) and the Director of Capital Program Management (Mike Smith) Date of Notification N/A

** Contract time should be addressed by one of the three statements detailed in Construction Memo 09-15.

Fw: T-38340 Change Order 001

T-38340
CHANGE ORDER 01
BACK UP DOCUMENTS
TM, AE, LPA NOTIFICATION
ELECTRONIC PAYROLL SUBMISSION

Greene, Shawn L

Tue 6/20/2017 4:18 PM

To:Matt Smethurst <smethurm@bloomington.in.gov>;

Cc:Clayborn, Richard <Richard.Clayborn@mbakerintl.com>;

1 attachments (2 MB)

Construction memo 17-11 Electronic Payroll Submission by Contractor.pdf;

Matt,

Per the INDOT Construction memo 17-11, see attached, I will be creating a $0 change order on contract T-38340 3rd and Woodscrest and 2nd and College intersections. See attached memo and message below from the INDOT AE Rachel Wren.

I hope to have it out to the AE for review in the coming days, and once her review is approved I will have it out to the contractor for signature and approval in SM.

Per the INDOT Seymour district change order worksheet, and our contract with you, I needed to inform you of this change order in advance of generating it. Again it is a $0 change order.

Shawn L. Greene | CEI Inspector III | Michael Baker International
7800 Airport Center Drive | Greensboro, NC 27409 |
260.312.5855 (cell)
shawn.greene@mbakerintl.com | www.mbakercorp.com

Baker_
email2

From: Greene, Shawn L
Sent: Tuesday, June 20, 2017 4:06 PM
To: RWREN@indot.IN.gov; Kreutzjans, Gary
Cc: Clayborn, Richard; Garrett Gough
Subject: T-38340 Change Order 001

Rachel,

Per the message and memo cited below I will be creating a $0 change order for the T-38340 Bloomington Signal contract. Please consider this PES notification.

Gary,

Please consider this as PES notification to the PM (position vacant, so copying acting DCD) for change order purposes. This change order will not add time or cost to the contract.

Shawn L. Greene | CEI Inspector III | Michael Baker International
7800 Airport Center Drive | Greensboro, NC 27409 |
260.312.5855 (cell)
shawn.greene@mbakerintl.com | www.mbakercorp.com

Baker_
email2

Begin forwarded message:
From: "Wren, Rachel" <RWREN@indot.IN.gov>
To: "Brad Stahley" <bstahley@crossroadengineers.com>, "Justin Schneck" <jschneck@crossroadengineers.com>, "Slater, Travis" <TSlater@lochgroup.com>, "Mills, Chad" <cmills@shrewsusa.com>,
Subject: FW: Construction Memo 17-11 Electronic Payroll Submission by Contractors
All,
As you all have active construction projects, you will need to read the attached construction memo and take steps accordingly. You will have to change order in this memo as a zero dollar change order ASAP. Additionally, you will have to start attaching the contractor payrolls electronically into sitemanager for the remainder of your project.

Please let me know if you have any questions.

Thanks,

Rachel Wren, PE
Seymour District Area Engineer
0.
185 Agrico Lane
Seymour, IN 47274
Office: (812) 524-3738
Cell: (812) 525-9407
Email: rwren@indot.in.gov

ASTW

BarTransActSizeF

From: Podorvanova, Lana
Sent: Tuesday, June 13, 2017 9:23 AM
To: Hajeer, Mohammad <mohammad.hajeer@dot.gov>; ACEC, Indiana <staff@acecindiana.org>; Adams, Scott A <ScAdams@indot.IN.gov>; Alderman, Robert <RALDERMAN@indot.IN.gov>; Alyea, David <DAlyea@indot.IN.gov>; Bauermeister, Brian <BBAUERMEISTER@indot.IN.gov>; Boruff, Guy <GBoruff@indot.IN.gov>; Bough, Terry <TBOUGH@indot.IN.gov>; Bowman, Mike
Subject: Construction Memo 17-11 Electronic Payroll Submission by Contractors

Good Morning,
Attached is Construction Memo **17-11 Electronic Payroll Submission by Contractors**.

This memo includes two attachments: "Contractor Payroll Process" and SiteManager process for handling the electronic payrolls with screen shots.

Also, mentioned RSP 103-C-254 Wage and Payrolls Requirements available at:
http://www.in.gov/dot/div/contracts/standards/rsp/sep15/100/103-C-254%20170701.pdf
Copy of this memo available at:
http://www.in.gov/dot/div/contracts/conmemo/con_memo.htm .
Any questions or comments should be directed to the Division of Construction Management through the channels of your respective district Field Engineer.

Please distribute to all field personnel and others as necessary.
Thank you.

ASTW

Lana Podorvanova
Specifications Coordinator
Indiana Department of Transportation
Division of Construction Management
100 N. Senate Avenue, N925
Indianapolis, Indiana 46204
ph. (317) 232-5343

T-38340 Change Order 001

Greene, Shawn L

Tue 6/20/2017 4:06 PM

To:RWREN@indot.IN.gov <RWREN@indot.IN.gov>; Kreutzjans, Gary <GKREUTZJANS@indot.IN.gov>;

Cc:Clayborn, Richard <Richard.Clayborn@mbakerintl.com>; Garrett Gough <garrett.gough@ebpaving.com>;

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7800 Airport Center Drive | Greensboro, NC 27409 |
260.312.5855 (cell)
shawn.greene@mbakerintl.com | www.mbakercorp.com

Baker_
email2

Begin forwarded message:
From: "Wren, Rachel" <RWREN@indot.IN.gov>
To: "Brad Stahley" <bstahley@crossroadengineers.com>, "Justin Schneck" <jschneck@crossroadengineers.com>, "Slater, Travis" <TSlater@lochgroup.com>, "Mills, Chad" <cmills@shrewsusa.com>,
Subject: FW: Construction Memo 17-11 Electronic Payroll Submission by Contractors
All,

As you all have active construction projects, you will need to read the attached construction memo and take steps accordingly. You will have to change order in this memo as a zero dollar change order ASAP. Additionally, you will have to start attaching the contractor payrolls electronically into sitemanager for the remainder of your project.

Please let me know if you have any questions.

Thanks,

Rachel Wren, PE
Seymour District Area Engineer
0.
185 Agrico Lane
Seymour, IN 47274
Office: (812) 524-3738
Cell: (812) 525-9407
Email: rwren@indot.in.gov

ASTW

BarTransActSizeF

From: Podorvanova, Lana
Sent: Tuesday, June 13, 2017 9:23 AM
To: Hajeer, Mohammad <mohammad.hajeer@dot.gov>; ACEC, Indiana <staff@acecindiana.org>; Adams, Scott A <ScAdams@indot.IN.gov>; Alderman, Robert <RALDERMAN@indot.IN.gov>; Alyea, David <DAlyea@indot.IN.gov>; Bauermeister, Brian <BBAUERMEISTER@indot.IN.gov>; Boruff, Guy <GBoruff@indot.IN.gov>; Bough, Terry <TBOUGH@indot.IN.gov>; Bowman, Mike
Subject: Construction Memo 17-11 Electronic Payroll Submission by Contractors

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http://www.in.gov/dot/div/contracts/standards/rsp/sep15/100/103-C-254%20170701.pdf
Copy of this memo available at:
http://www.in.gov/dot/div/contracts/conmemo/con_memo.htm .
Any questions or comments should be directed to the Division of Construction Management through the channels of your respective district Field Engineer.

Please distribute to all field personnel and others as necessary.
Thank you.

ASTW

Lana Podorvanova
Specifications Coordinator
Indiana Department of Transportation
Division of Construction Management
100 N. Senate Avenue, N925
Indianapolis, Indiana 46204
ph. (317) 232-5343

INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N925 CM
Indianapolis, Indiana 46204

PHONE: (317) 232-5502
FAX: (317) 232-5551

Eric Holcomb, Governor
Joe McGuinness, Commissioner

June 9, 2017

CONSTRUCTION MEMORANDUM
17-11

TO: District Deputy Commissioners
District Construction Directors
District Technical Services Directors
District Area Engineers
District Project Management Director
Project Management Director
District LPA Coordinators
Project Engineers/Supervisors
Field Engineers

FROM: John Leckie, Director
Division of Construction Management and District Support

SUBJECT: Electronic Payroll Submission by Contractors

The Department has decided that electronic payroll submission by contractors is in the best interest of all those involved moving forward, and therefore the Department will be making it a requirement in the near future.

Starting with all contracts let after July 1, 2017, electronic payroll submission will be a requirement of the Standard Specifications and will be in all contracts as Recurring Special Provision 103-C-254. The revision is to 103.06 and reads as follows:

The Contractor on each contract let by the Department shall be responsible for electronically filing certified payroll for its employees and any subcontractors on a weekly basis with the appropriate Department personnel and in a format acceptable to the Department. Failure of the Contractor to timely file certified payroll for its employees or any subcontractors, may result in the withholding of progress estimate payments until the certified payroll is properly submitted.

The Department also wants to add the requirement of electronic payroll submission by contractors to all contracts let before July of 2017 that are still actively working and receiving payrolls. The addition of this requirement will need to be added by a no cost Change Order. The PE/S can prepare this change order and add it now as the procedure for allowing this already exists in SiteManager.

A document for the overall "Contractor Payroll Process" is attached. Also attached is the SiteManager process for handling the electronic payrolls with screen shots included.

This information will be added to the GIFE in the near future but what you need to know now is attached to or part of this memo.

It should be noted that even though the PE/S **may** hold estimates until certified payroll is properly submitted, the PE/S should seek advice before doing so. The Department wants to take care of problems and issues that arise first, before holding estimates. For example, if the estimate is not coming in because a sub-contractor is having trouble understanding the process or has problems making it work, we want to work with that sub-contractor and educate them on how to make it work. Therefore, the PE/S should discuss the issue with the Area Engineer first to see if we can help clear up the issue.

Any questions should be directed to your Construction Management Field Engineer.

(2 attachments)

JHL/ggp

INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N925CM
Indianapolis, Indiana 46204

PHONE: (317) 232-5502

Eric Holcomb, Governor
Joe McGuinness, Commissioner

Contractor Payroll Process

1. Contractors, Prime/Subs prepare and sign their certified payrolls.
2. Once the document is prepared the Contractor, Prime or Sub converts the document into a PDF.
3. Sub-Contractors send the payroll document to the Prime Contractor.
4. The Prime Contractor sends all payrolls to the Project Engineer/Supervisor (PE/S) by e-mail, in PDF format.
5. The PE/S will convert the "e-mail" itself to a PDF and save it for later attachment.
6. The PE/S will follow the SiteManager instructions on how to incorporate the E-mail PDF and the Certified Payroll PDF into SiteManager and thus ERMS. (See Attachment)
7. The PE/S renames the file to Certified Payroll and Saves PDF to be attached to SiteManager as soon as practicable.
8. The PE/S logs into SiteManager to attach the Certified Payroll and secure it into ERMS.
9. The document is placed into the Correspondence Log for the contract.
10. The PE/S will ensure that the Date in the Received On Field matches the date the Certified Payroll from the Prime Contractor was received via E-Mail.
11. Once all of the document information is collected in SiteManager the PE/S will save the information and thus save the Payroll.
12. Now the Certified Payroll will be searchable by anyone with SiteManager access and will appear in the format as shown in the Attachment.
13. The PE/S will review for accuracy, one payroll each month for each contractor that is performing work on the contract. Payrolls that are reviewed will be logged as reviewed within SiteManager.
14. When reviewing for accuracy the PE/S will use SiteManager Reports to cross check with the payrolls, the labor reported within SiteManager for the given Contractor for the payroll period being reviewed.
15. The Area Engineer will spot check the project records periodically to assure that the PE/S is following the process as required.
16. If payrolls are not submitted as required by the contract documents, the PE/S may hold estimates from the Prime Contractor until such time as they are submitted.

INDIANA DEPARTMENT OF TRANSPORTATION

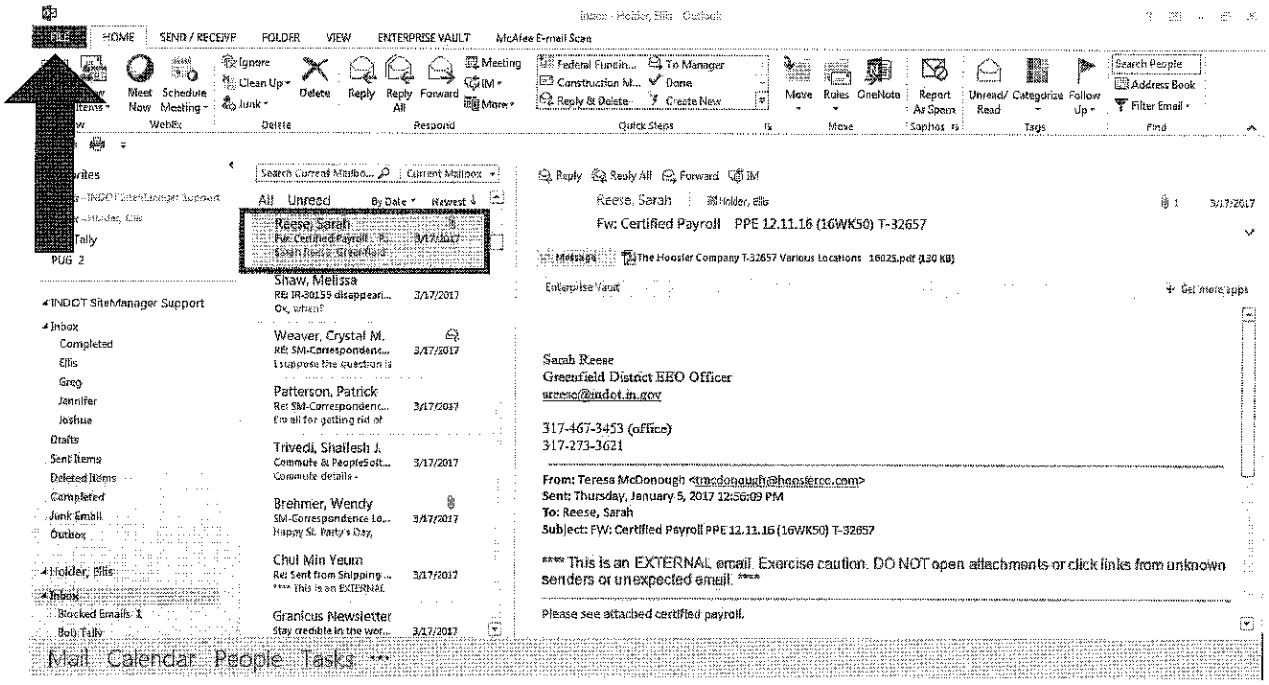
100 North Senate Avenue
Room N925
Indianapolis, Indiana 46204

PHONE: (317) 232-0678

Eric Holcomb, Governor
Joe McGuinness, Commissioner

1. The Contractor and Sub Contractor prepares and signs the Certified Payrolls Documents for all workers that worked on the Contract every week.
2. Once the document is prepared the Contractor converts the payroll document into a PDF.
3. Once the document is converted into a PDF the Contractor sends the payrolls to the INDOT PE/S in charge of the Contract.
4. Once the PE/S receives the Certified Payrolls they will convert the e-mail to a PDF and save it for attachment later.
5. Follow the steps below to convert and save.

    1. Highlight the e-mail and click **File**.



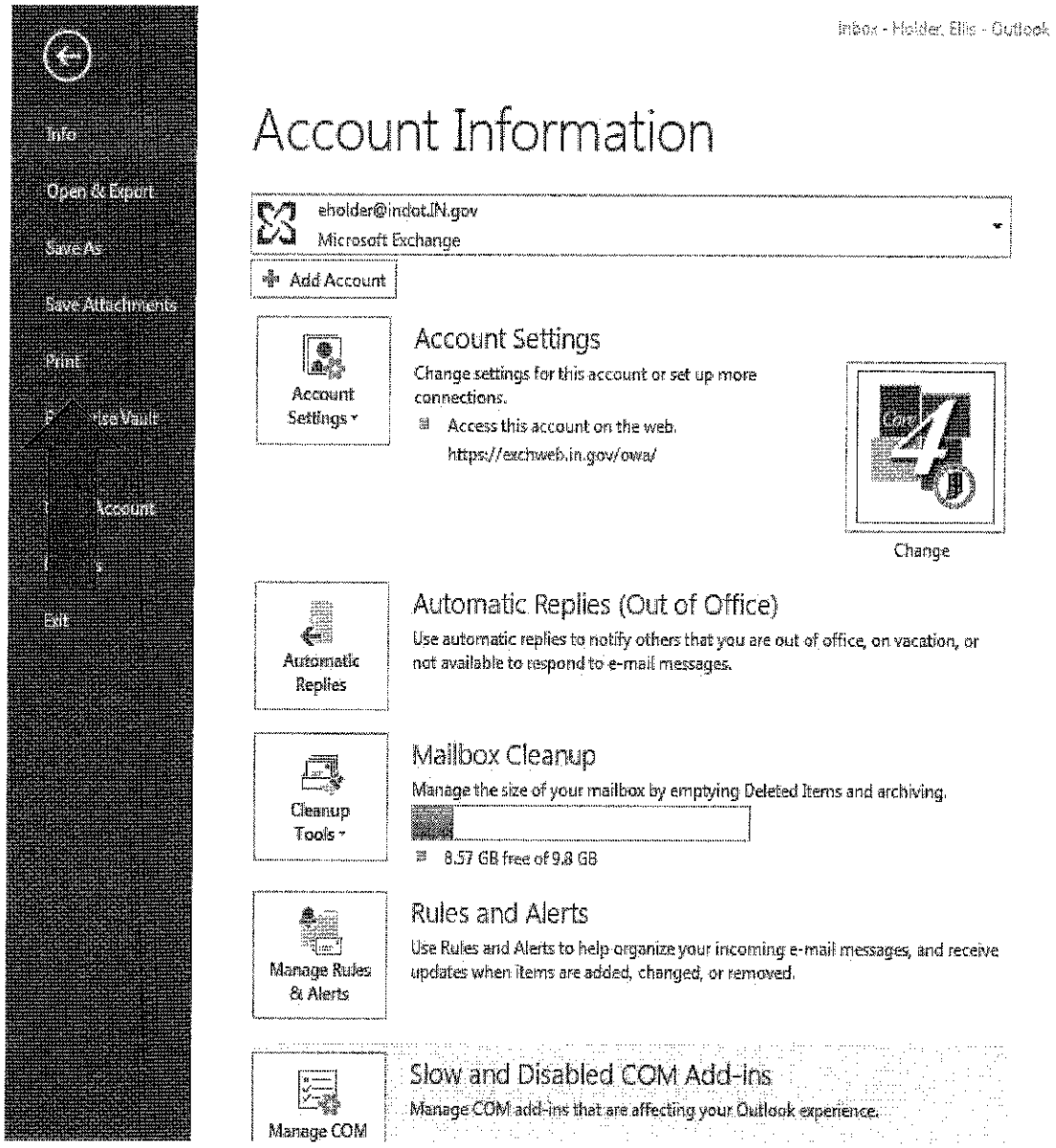
INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N925
Indianapolis, Indiana 46204

PHONE: (317) 232-0678

Eric Holcomb, Governor
Joe McGuinness, Commissioner

2. Click **Print**



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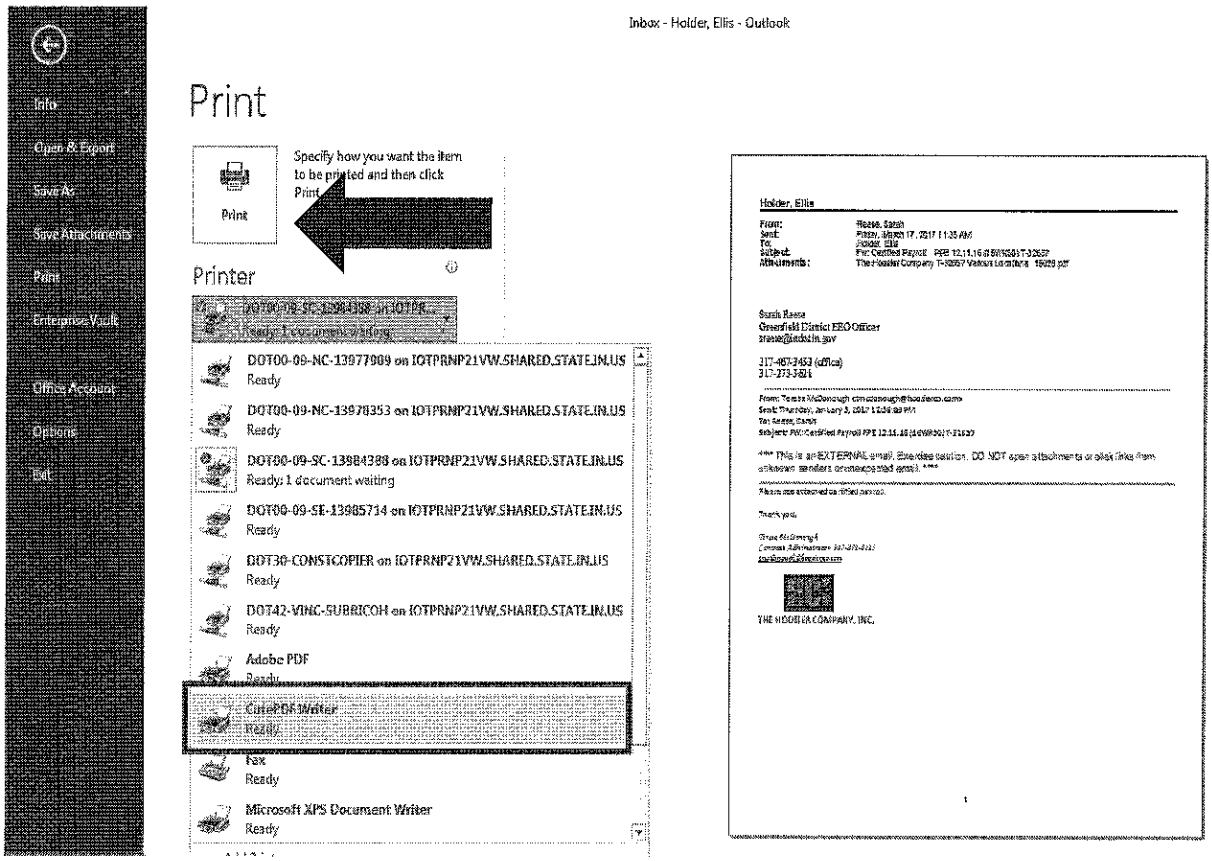
3. In the Printer Dropdown list select **Cute PDF Writer**



4. Click **Print**

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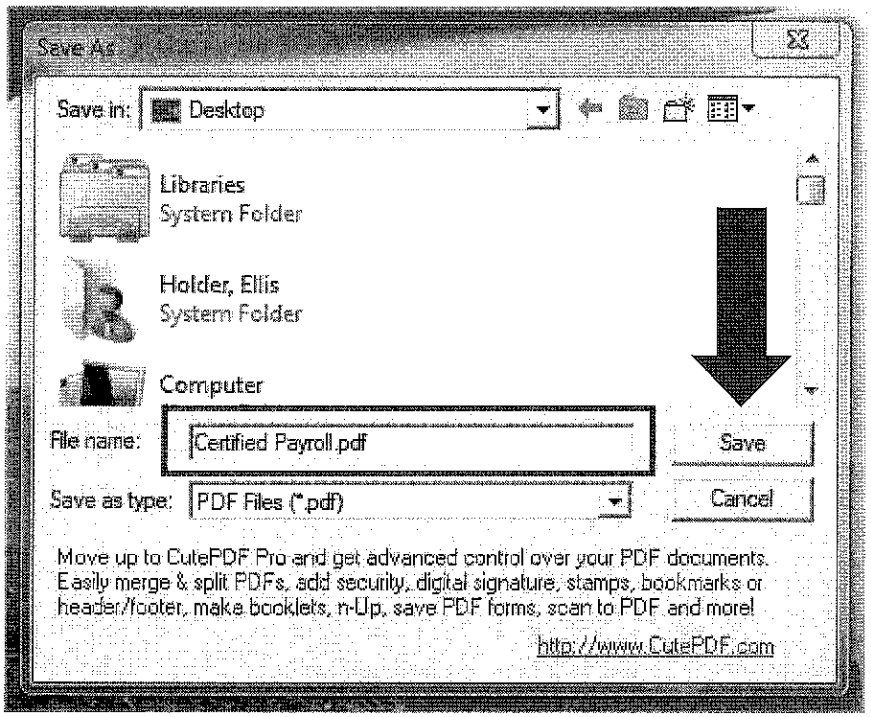
5. Rename the File to Certified Payroll and Save PDF to be attached to SiteManager as soon as possible.



6. Click **Save**

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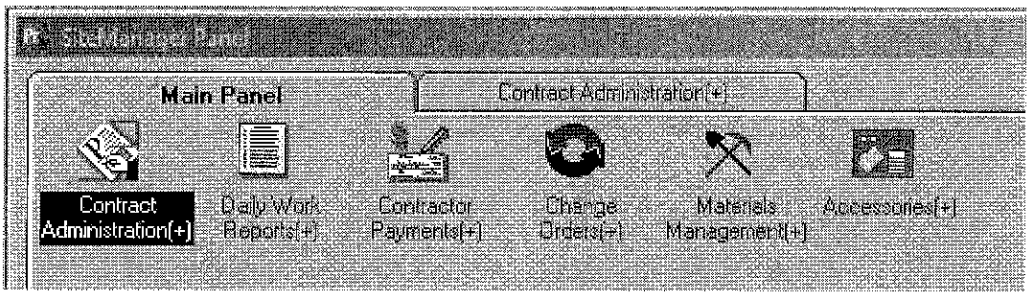
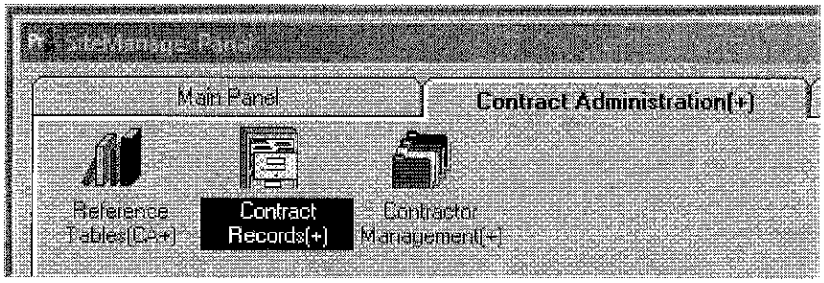
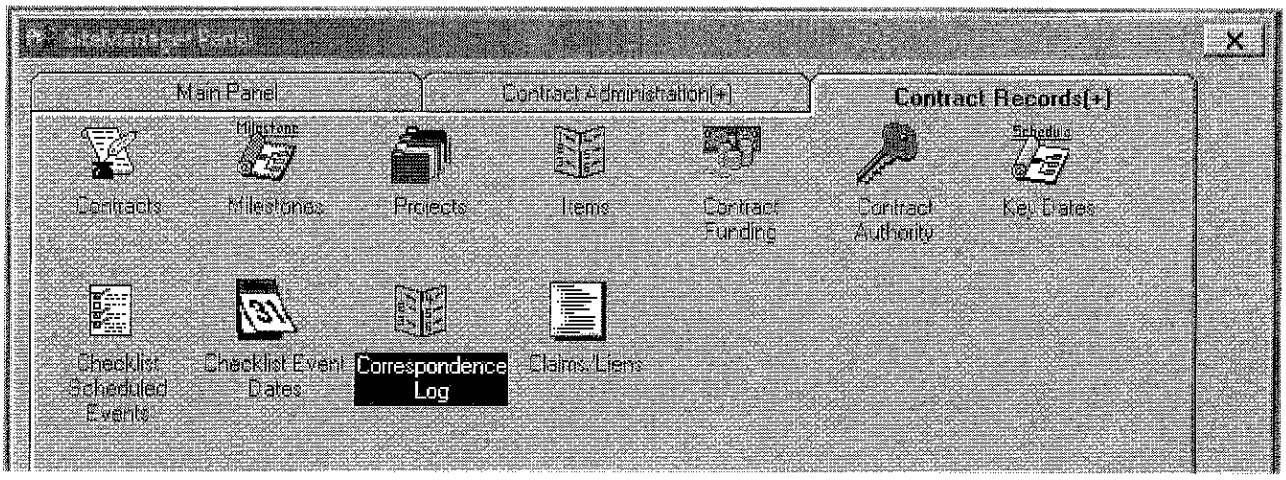
1. Log into SiteManager to attach the Certified Payroll and secure it into ERMS
2. Double Click **Contract Administration**



3. Double Click **Contract Records**



4. Double Click **Correspondence Log**



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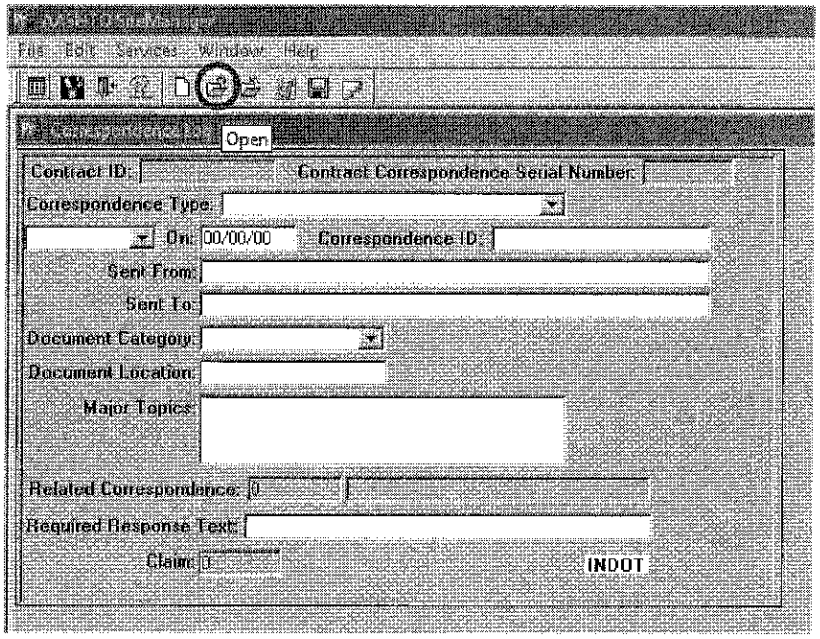
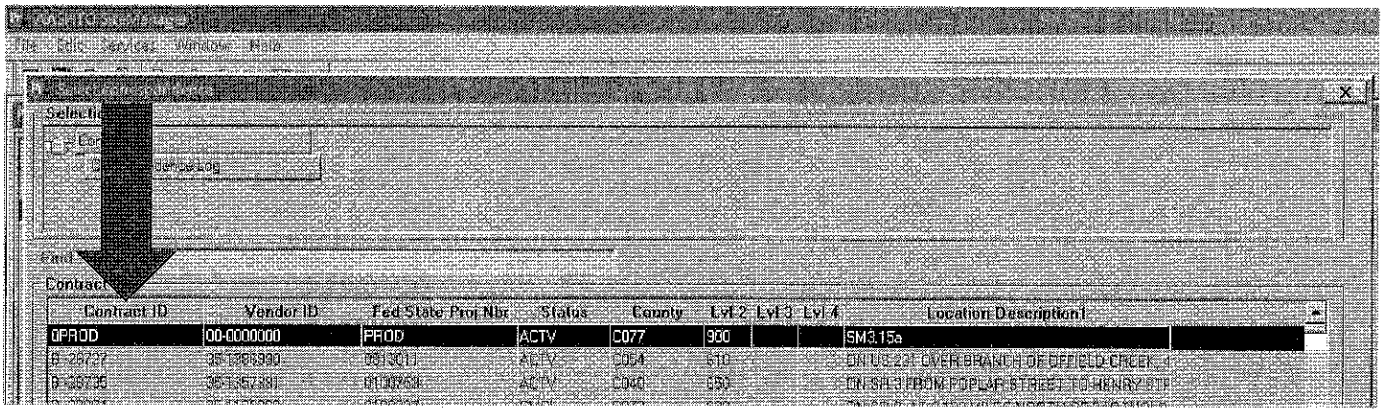
5. When this screen appears Click the **Open Icon**



6. Click the Header of the **Contract ID** Column



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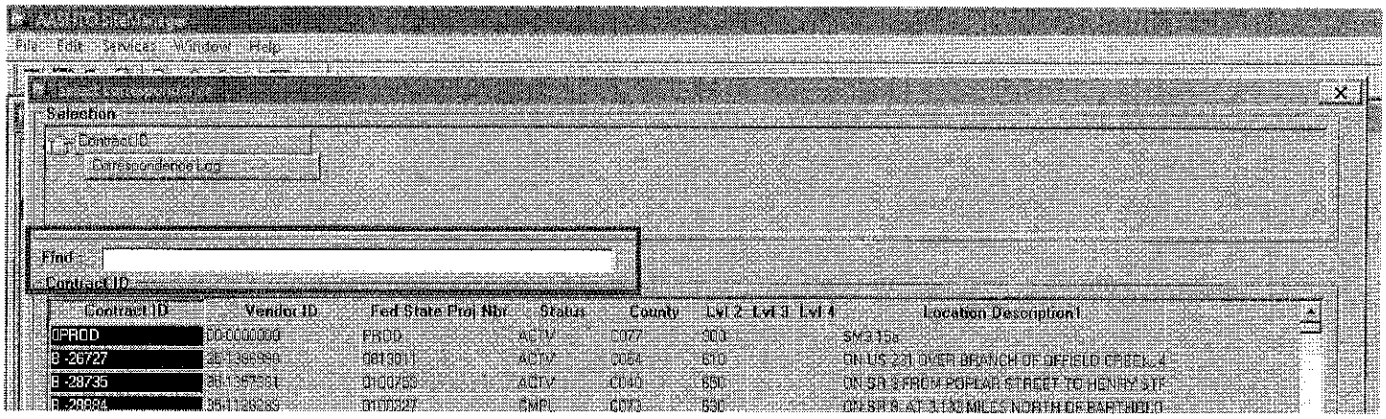
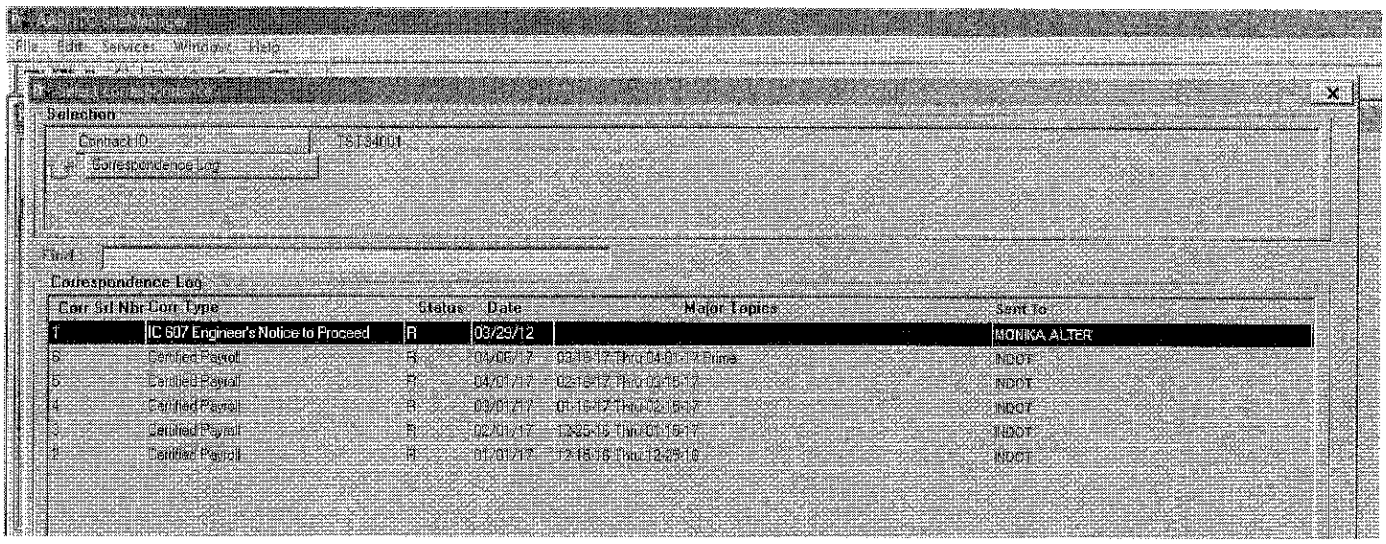
7. In the **Find Field** type in the Contract number you are looking for



8. Open the last Certified Payroll Correspondence that you have received, if you are attaching the first Certified Payroll to the system then open the **Notice To Proceed**.



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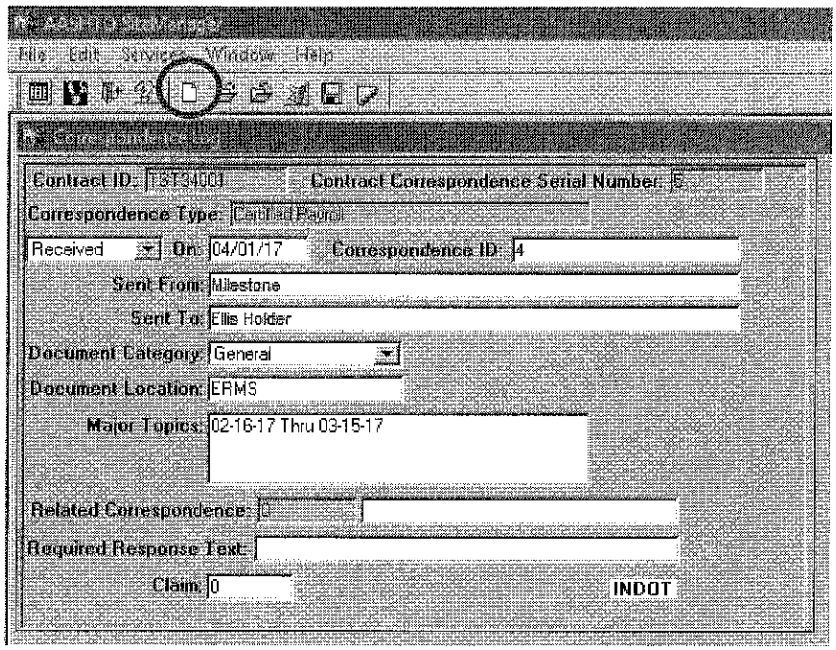
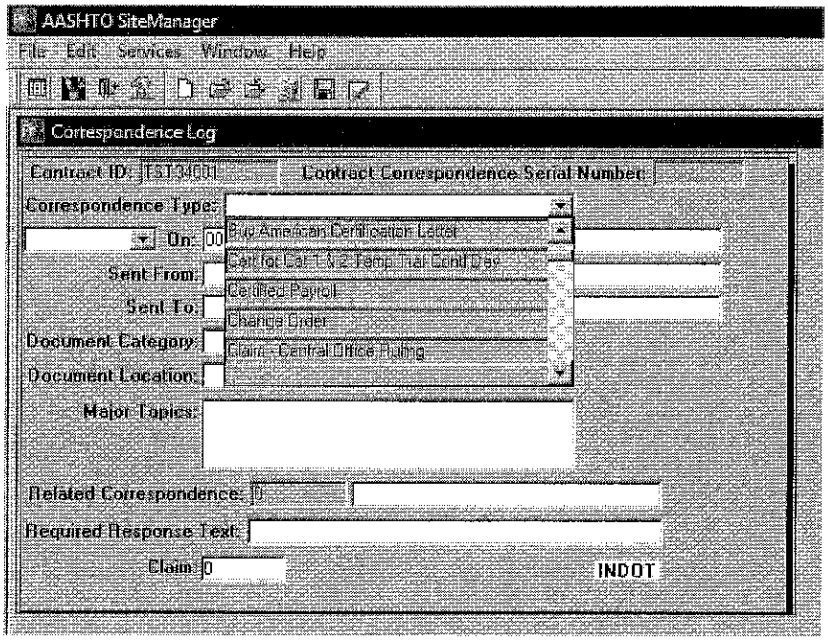
9. Once the Correspondence is open Click the **New Icon**



10. Once the new Correspondence Log window opens, select **Certified Payroll** from the Dropdown



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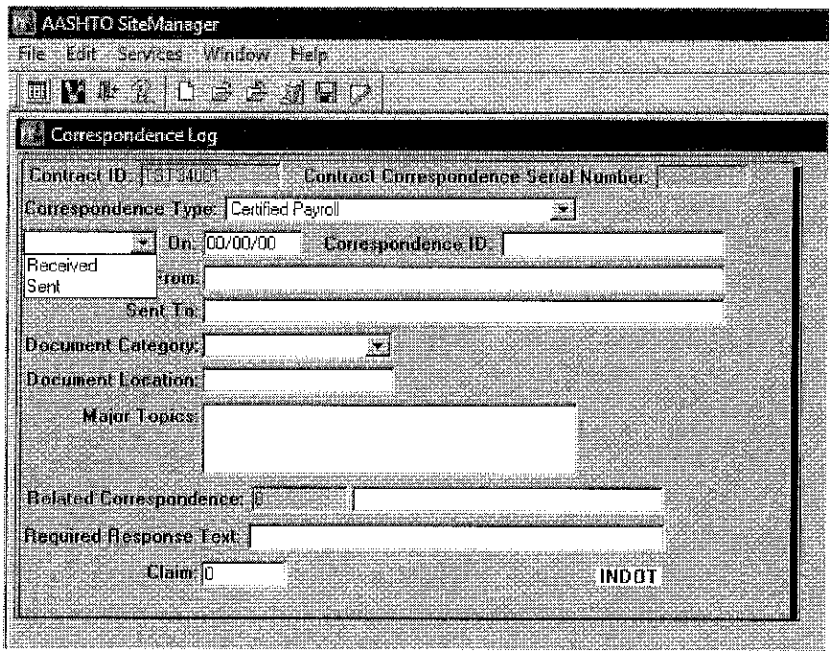
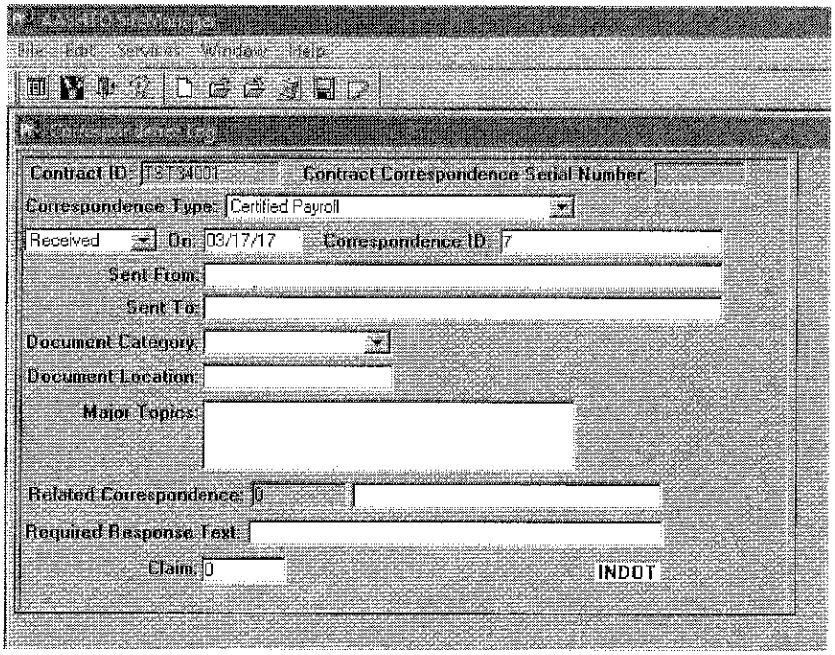
11. Select **Received** from the dropdown underneath Correspondence Type



12. In the Received **On** field ensure that this date you put in matches the date you received the Certified Payroll from the Contractor via E-Mail.



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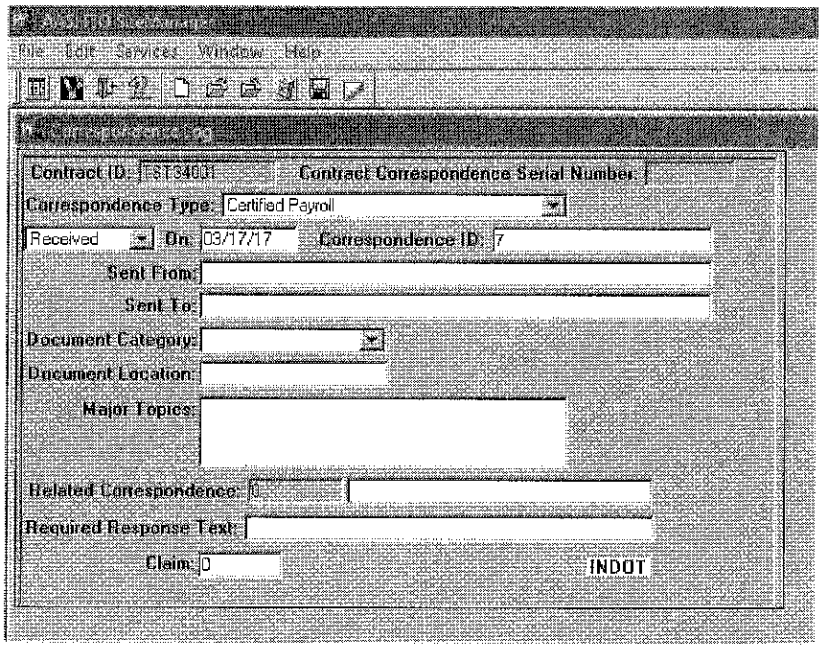
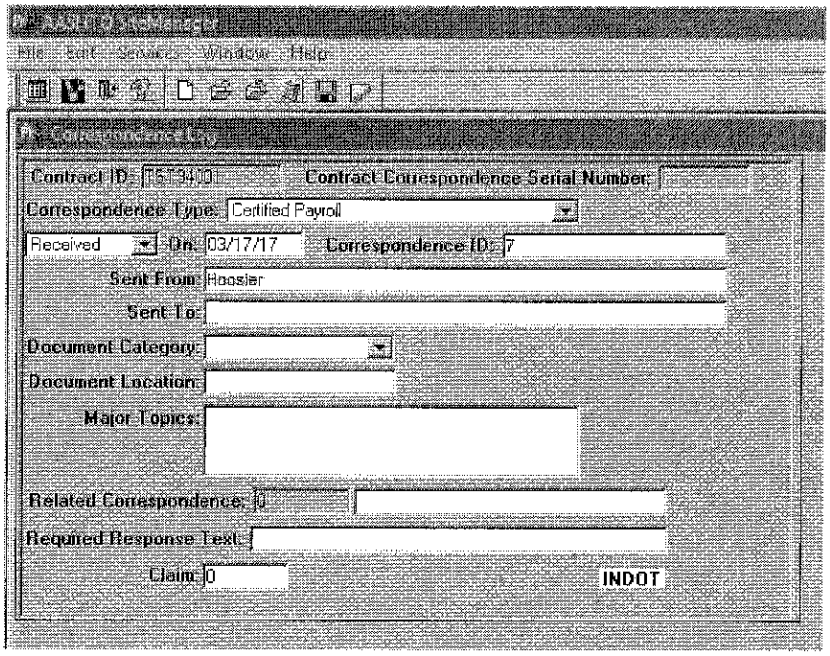
13. The **Correspondence ID** should be the next sequential number in the list of Certified Payrolls you have uploaded.



14. **Sent From** is the Contractor or Sub Contractor that sent the payroll.



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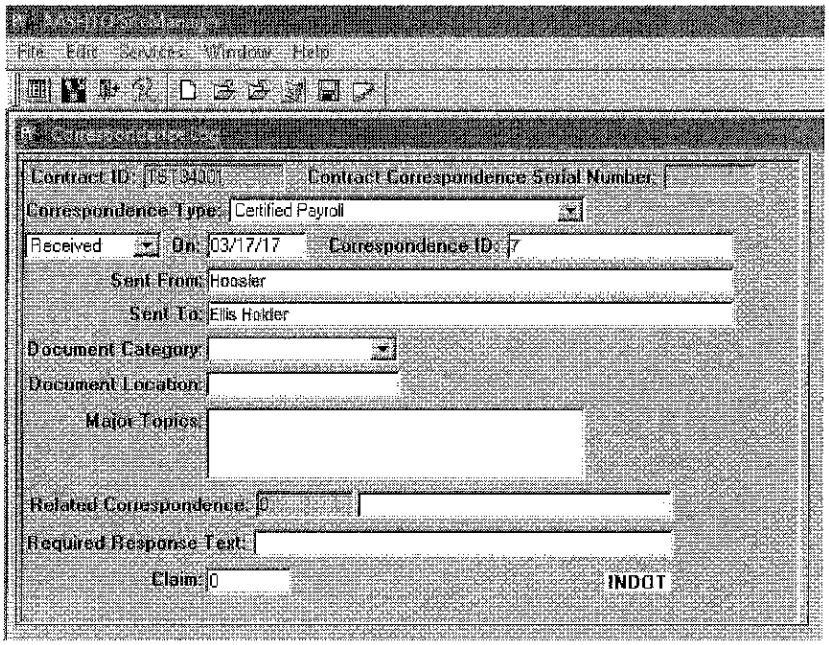
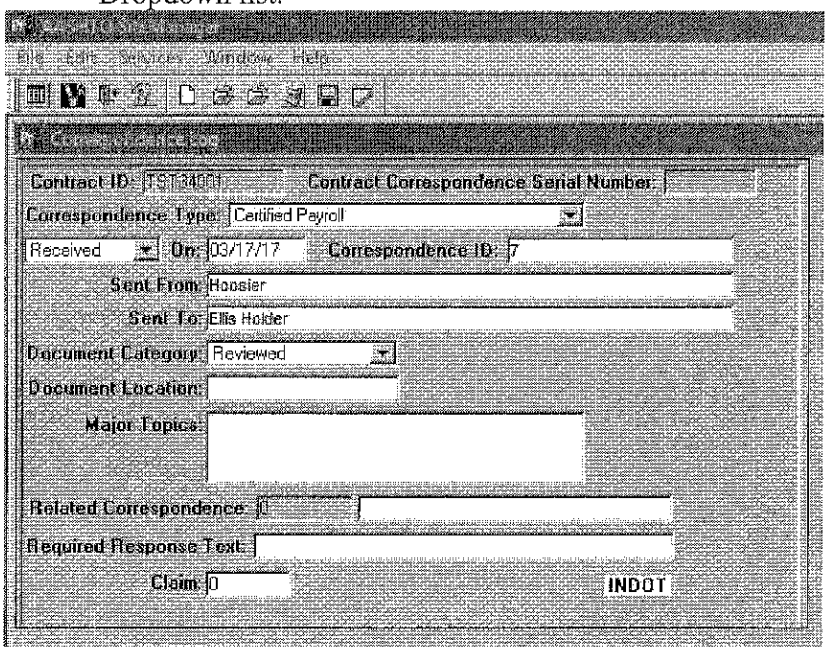
15. **Sent To** is who received the Correspondence (Should be the PE/S)



16. From the **Document Category** Dropdown select General unless it is a Certified Payroll that you have review. If you have reviewed the specific Payroll you're uploading the select Reviewed from the Dropdown list.



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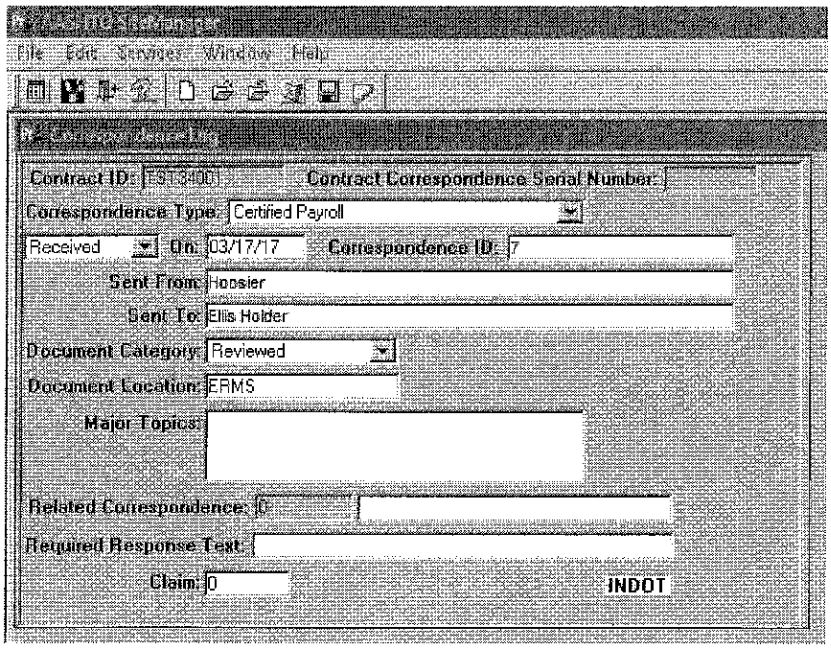
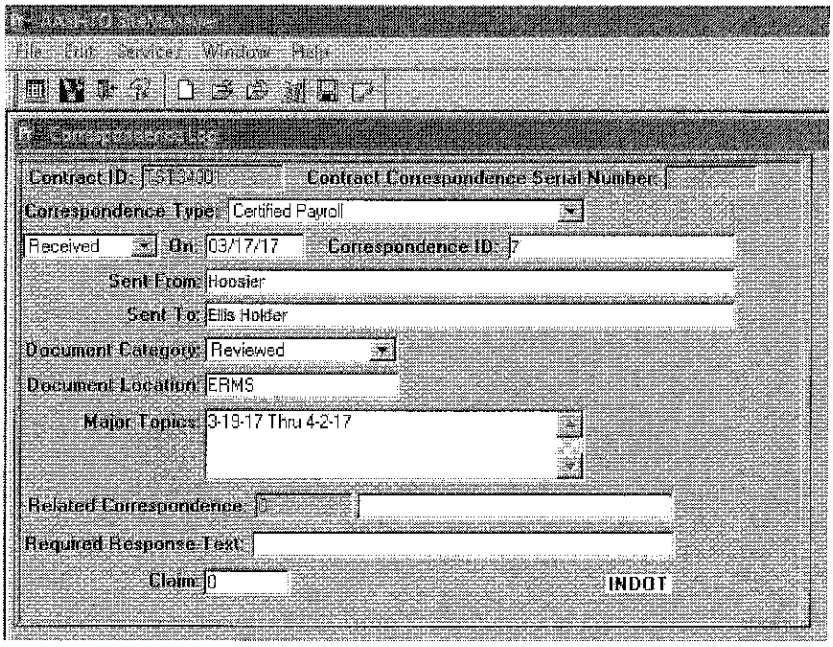
17. In the **Document Location** field type in ERMS



18. In the **Major Topics** field type in the dates that the Certified Payroll that you are attaching covers



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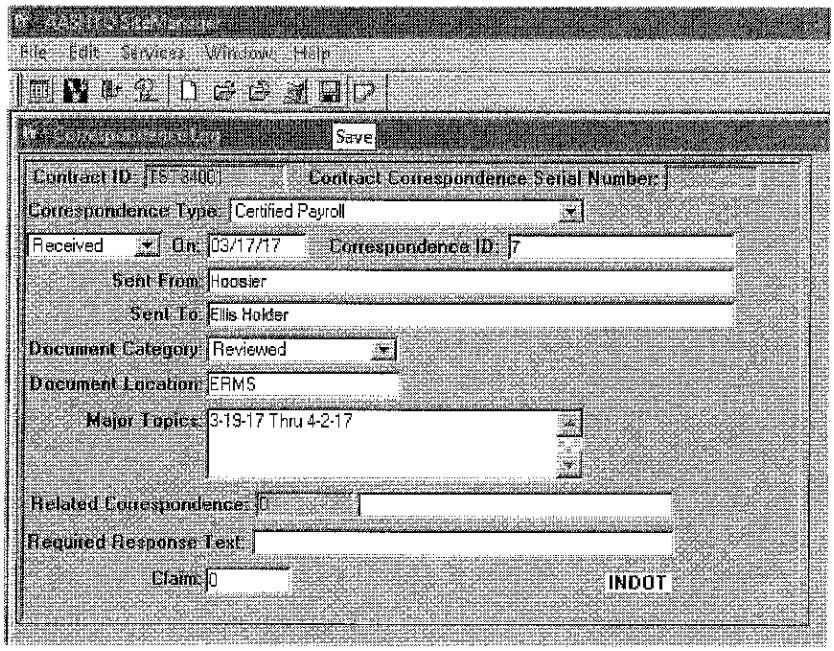
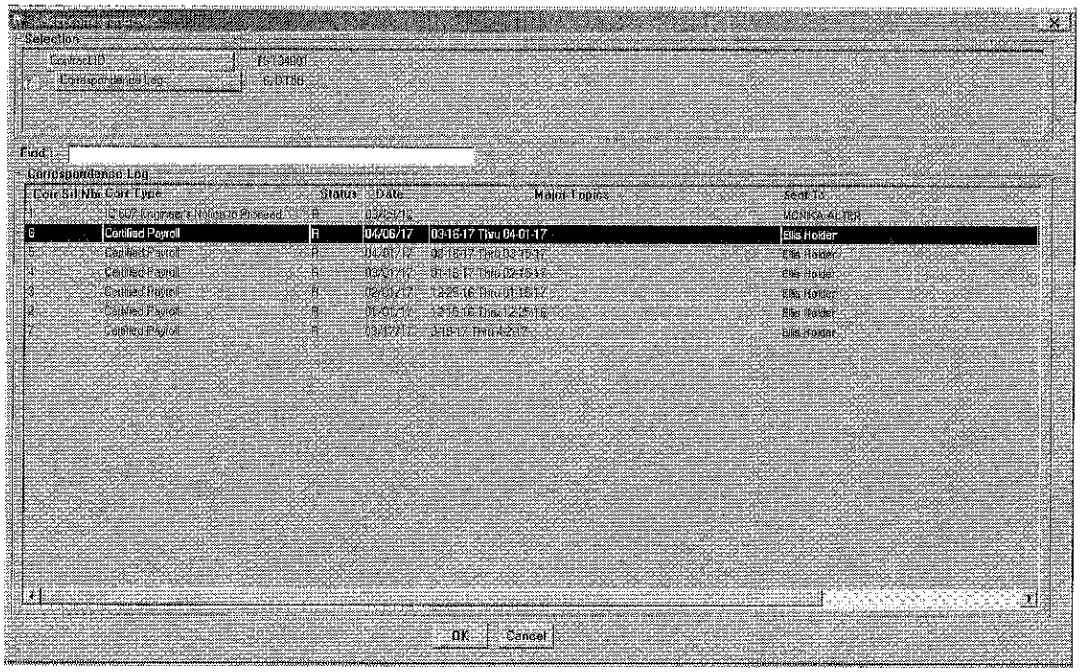
19. Once all of this information is collected you are now ready to Click the **Save** Icon and attach the Payroll.



20. Now your Certified Payroll will be searchable by anyone with SiteManager Access and will appear in the format below.



REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
6/23/2017	Payroll				387,165.20
					387,165.20

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 **$ 387,165.20**

Dated this _____ day of _____ year of 20_____.

_____ _____ _____

_____ _____ _____

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

Fiscal Office_____

Board of Public Works
Staff Report

Project/Event: Allen Street/Walnut Street & 4th Street/Rogers Street Intersection Improvements

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Matt Smethurst

Meeting Date: June 27, 2017

The Planning & Transportation Department recently solicited bids for the construction of new concrete sidewalk and other pedestrian improvements at the intersections of Allen Street/Walnut Street and 4th Street/Rogers Street.

Staff received three bids for this project. The results are as follows:

E&B Paving, Inc.- $243,400.00

Milestone Contractors- $263,000.00

Crider & Crider, Inc.- $294,300.00

Staff has reviewed the bids received and recommends awarding the contract to E&B Paving, Inc. for the Allen Street/Walnut Street & 4th Street/Rogers Street Intersection Improvements.

This project is locally funded.

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

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

E&B PAVING, INC.

FOR

Allen Street/Walnut Street & 4th Street/Rogers Street Intersection Improvements

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the construction of new concrete sidewalk, ADA ramps, curb, pavement markings, and Rectangular Rapid Flashing Beacon Systems at the intersections of 4th Street/Rogers Street and Allen Street/Walnut Street. (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 75 (seventy-five) calendar days from the date of the notice to proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

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

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Two Hundred Forty-Three Thousand Four Hundred Dollars and Zero Cents ($243,400.00) CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

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

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

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

a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

TO CITY:		TO CONTRACTOR:
City of Bloomington		E&B Paving, Inc.
Attn: Matt Smethurst, Project Manager		Attn: Todd Hoops, Area Manager
P.O. Box 100 Suite 130		2520 W. Industrial Park Drive
Bloomington, Indiana 47402		Bloomington, Indiana 47404

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Drug Testing Plan

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

_____
Kyla Cox Deckard, President

_____
Kelly M. Boatman, Member

_____
Dana Palazzo, Member

_____
John Hamilton, Mayor of Bloomington

BY:

_____
Contractor Representative

_____
Printed Name

_____
Title of Contractor Representative

ATTACHMENT 'A'

"**SCOPE OF WORK**"

Allen Street/Walnut Street & 4th Street/Rogers Street Intersection Improvements

This project shall include, but is not limited to the placement of new concrete sidewalk, ADA ramps, curb, pavement markings, and Rectangular Rapid Flashing Beacon Systems at the intersections of 4th Street and Rogers Street and Allen Street and Walnut Street. All work shall be completed as shown on the plans and specifications included with this packet.

ATTACHMENT B

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

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

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

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

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

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

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

Method of Compliance (Specify) _____

_____

Date: _____, 20_____

_____
Signature

_____
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____ _____
Signature of Notary Public

County of Residence: _____ _____
Printed Name of Notary Public

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

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

ATTACHMENT C

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

_____
Signature

_____
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

_____
Notary Public's Signature

_____
Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

ATTACHMENT D

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)

) SS:

COUNTY OF _____)

AFFIDAVIT

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

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

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

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

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

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

_____

Signature

_____
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____ _____
Signature of Notary Public

County of Residence: _____ _____
Printed Name of Notary Public

ESCROW AGREEMENT

Allen Street/Walnut Street & 4th Street/Rogers Street Intersection Improvements

THIS ESCROW AGREEMENT made and entered into this _____ day of _____, 2017, by and between the City of Bloomington Board of Public Works (the "Owner"), and _____E & B Paving, Inc. , (the "Contractor"), and First Financial Bank (the "Escrow Agent").

WHEREAS, the Owner and Contractor have entered into a public construction contract in the amount of $100,000 or more, dated the _____ day of _____, 2017, for a public works project; and,

WHEREAS, said construction contract provides that portions of payments by Owner to Contractor shall be retained by Owner (herein called retainage) and placed in an escrow account;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Contract providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account.

The Escrow Agent shall open a "Money Market" account and deposit said funds promptly into the account and invest the retainage in such obligations as selected by the Escrow Agent at its discretion.

The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a separate escrow fund so that a quarterly accounting can be made to the Contractor of all deposits and investments made in such funds.

The Escrow Agent may commingle the escrow funds with other escrow funds or invested construction funds held by it pursuant to other escrow agreements or trust instruments to which the Owner and the Contractor are parties. To expedite the handling of the investments and reinvestments of the escrow funds, the Escrow Agent may cause all savings accounts, securities, obligations and investments (other than bearer instruments) to be registered in its own name, or in the name of its nominee or nominees, or in such form that title may pass by delivery.

The Escrow Agent shall pay over the net sum held by it hereunder as follows:

The Escrow Agent shall hold all of the escrow funds and shall release the principal thereof only upon the execution and delivery to it of a notice executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said notice the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of then escrowed income to the person specified in the notice. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor. All income earned on the escrowed principal shall be paid to the Contractor with the exception of that amount necessary to pay any fee for the Escrow Agent's services. No escrow income shall be paid to the Contractor until the Escrow Agent's fee, if any, has been paid in full.

In the absence of such a joint written authorization, upon receipt from the Owner of a copy of certification from Owner's Engineer, that Owner has exercised its right to terminate the services of the Contractor pursuant to Article 16.02 of the General Conditions, then the Escrow Agent shall pay over to the Owner the net sum held by it hereunder.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided in "B", above, in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

The "Commercial Quick Draw" account set up by the Escrow Agent to hold the retainage shall be a no fee account with no minimum balance required. The account shall earn interest at a variable rate.

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned construction agreement.

This instrument constitutes the entire agreement between the parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages not caused by its own negligence or willful misconduct.

OWNER:
City of Bloomington
Board of Public Works
By:

_____

_____
Kyla Cox Deckard, President
____

ESCROW AGENT:
First Financial Bank
By:

Name:_____

Title:_____
____

CONTRACTOR: E & B Paving, Inc.
By:

_____
Name:_____
Title:_____
Tax I.D. Number:_____

ALLEN AND WALNUT ST INTERSECTION

By: hoseav
21 Jun 17

60 0 60 120 180

N

City of Bloomington
Public Works

Scale: 1" = 60'

For reference only; map information NOT warranted.

ROGERS AND 4TH ST INTERSECTION

City of Bloomington
Public Works

By: hoseav
21 Jun 17

60 0 60 120 180

N

Scale: 1" = 60'

For reference only; map information NOT warranted.

Board of Public Works
Staff Report

Project/Event:	Request for permission to close lanes on E. 10th St. for the purpose of performing repairs on the railroad bridge near 10th and Jefferson – Koppers Inc.
Petitioner/Representative:	Planning and Transportation Department
Staff Representative:	Dan Backler, Engineering Field Specialist
Date:	6/27/2017

Report: Koppers Inc. proposes to reduce 10th Street to one lane while flagging the remaining lane and closing a portion of the sidewalk to allow for repair work to be performed on the railroad bridge near 10th and Jefferson.

Koppers Inc. will be providing and following a detailed Maintenance of Traffic Plan (MOT) based on the Manual on Uniform Traffic Control Devices.

The work is scheduled to begin on July 6, 2017 and last until July 19, 2017.

Recommendation and Supporting Justification: Staff recommends that the Board approve permission to Koppers Inc. to close said portions of the right-of-way.

Recommend ☒ **Approval** ☐ **Denial by** ____Dan Backler_____

Memorandum of Understanding
Between
City of Bloomington Planning and Transportation Department
and
Koppers Railroad Structures, Inc.

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter "Planning and Transportation") and Koppers Railroad Structures, Inc., outlines the binding conditions placed upon and agreed to by Koppers Railroad Structures, Inc., in exchange for use by Koppers Railroad Structures, Inc., its agents and subcontractors, of certain public right-of-way during the repair of the railroad bridge near 10th St. and Jefferson St., in Bloomington, Indiana (hereinafter the "Construction Site").

1. This MOU shall cover the time period from July 6, 2017, through July 19, 2017, inclusive.

2. Planning and Transportation shall allow Koppers Railroad Structures, Inc., to block and restrict from general public usage the roadway and sidewalks directly adjacent to the Construction Site. Koppers Railroad Structures, Inc., shall coordinate the placement of any and all construction notification and detour signage with the City Planning and Transportation Department including both vehicular and pedestrian signage.

3. Koppers Railroad Structures, Inc., shall install and maintain, to the satisfaction of the City of Bloomington Planning and Transportation Department, 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 the Planning and Transportation Department. In the event any pedestrian route must be modified to accommodate this Construction Site, Koppers Railroad Structures, Inc., shall install and maintain, as needed, any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.

4. Koppers Railroad Structures, 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 the Street Department.

5. 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.

6. 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.

7. 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.

8. Koppers Railroad Structures, 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 the use of the described right-of-way by Koppers Railroad Structures, Inc., whether such claims may be brought by the City of Bloomington or by any third party.

9. Prior to beginning work, Koppers Railroad Structures, Inc., shall provide the City Planning and Transportation Department with a phone contact list for their supervisory personnel and for their sub-contractors.

10. Koppers Railroad Structures, Inc., shall make its on-site supervisory personnel available for bi-weekly meetings with the City Planning and Transportation staff for progress updates.

11. Mike Tweet, President, Koppers Railroad Structures, 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

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

Date: _____

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

Date: _____

By: _____
Philippa M. Guthrie, Corporation Counsel

Date: _____

Koppers Railroad Structures, Inc.

By: _____
Mike Tweet, President

Date: _____

Nick R. Beneke
Project Manager

Koppers Railroad Structures
4546 Tompkins Drive
Madison, WI 53716
Tel 330-483-1141
Fax 608 221 0618
BenekeNR@koppers.com
www.koppers.com

June 20, 2017

Ms. Jacquelyn Moore
Mr. Daniel Backler
City of Bloomington
401 N. Morton Street
Bloomington, IN 47404

RE: Road Closure

Dear Ms. Moore and Mr. Backler:

Koppers Railroad Structures Inc. has been contracted to repair the spalled concrete on all four concrete spans on the Indiana Rail Road Br. 54.40 over E. 10th St. in Bloomington, IN. This overpass is near the intersection of E. 10th St. and Jefferson St.

The span repairs require us to remove all loose concrete, install additional steel reinforcing, form and place new polymer or concrete to restore all surfaces to their original geometry, and then remove the forms from the span.

Since Span 2 and Span 3 are over the vehicular traffic on East 10th Street and Span 4 is over a pedestrian walkway, we cannot safely conduct the required repairs on any of these spans without daytime closures to vehicular and/or pedestrian traffic.

We would pass all vehicular traffic thru the structure on the east, northbound lane to conduct repairs on the span over the west pedestrian walkway and the span over the west, southbound vehicular traffic lane.

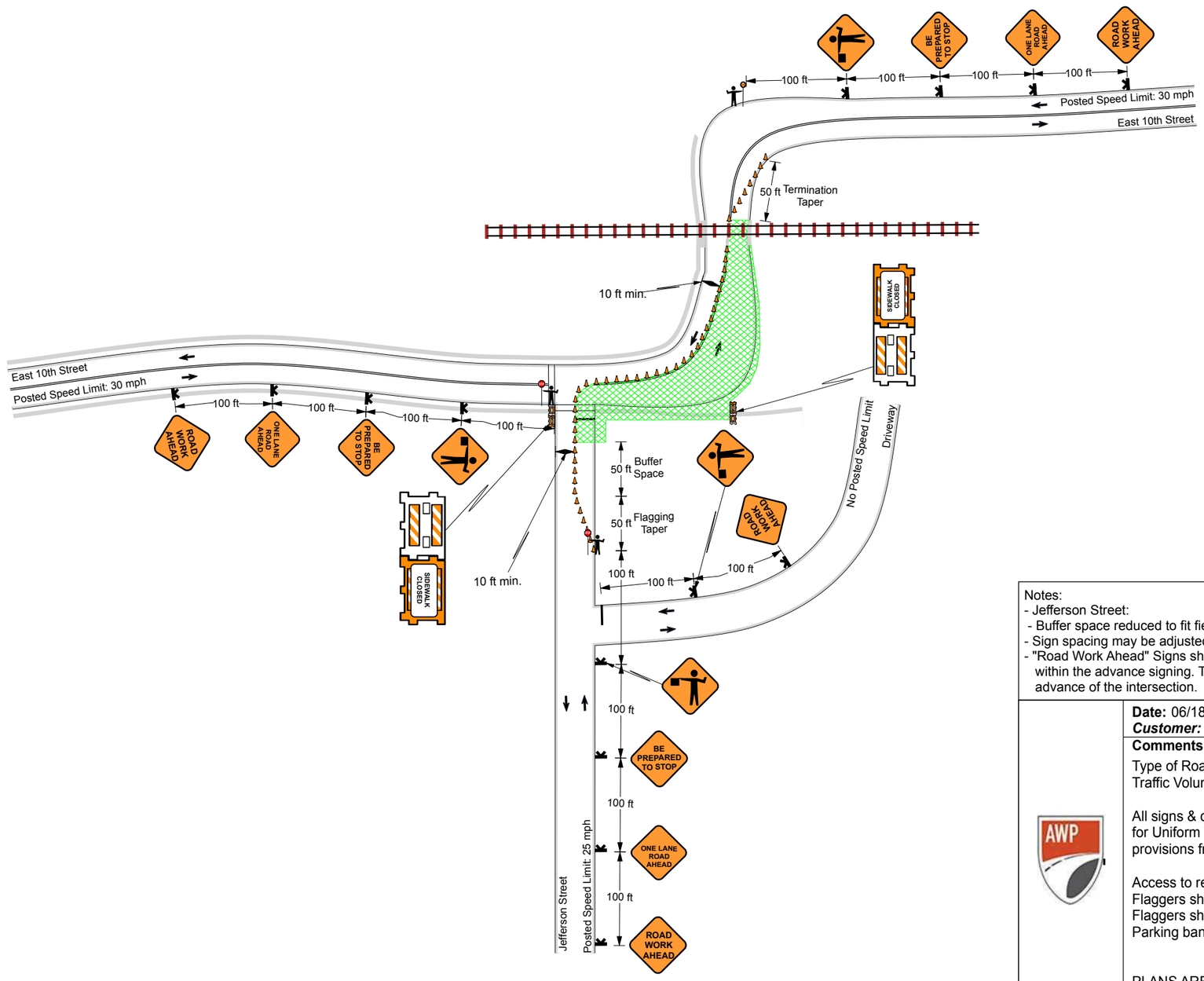
Once work is completed on these two spans, we would reopen for pedestrian traffic under Span 4, re-open Span 3 for vehicular traffic thru the structure on the west, southbound lane and conduct repairs to Span 2 and Span 1.

We would like to start the project on July 6, 2017. We anticipate these repairs to take 12 working days. We will be working a Monday through Friday work week from 7 AM to 5 PM, with an anticipated completion date of July 19, 2017. Both vehicular traffic lanes would be open outside of these hours each day with no restrictions.

Kindest regards,

Nick R. Beneke
Project Manager

NRB/kl



Notes:
- Jefferson Street:
  - Buffer space reduced to fit field conditions.
- Sign spacing may be adjusted to fit field conditions.
- "Road Work Ahead" Signs shall be placed on all cross streets intersecting within the advance signing. The sign shall be placed a minimum of 100 feet in advance of the intersection.

N

Legend
- Work Area
- Cone
- Portable Sign Stand
- ADA Pedestrian Barricade

Date: 06/18/2017 **Author:** A. Vikram **Project:** East 10th Street. Emergency RR Bridge Repairs - Bloomington, IN
Customer: *Koppers Railroad Structures* ***Quote# :*** *17-140-2923* **Reviewer:** J. McCarty

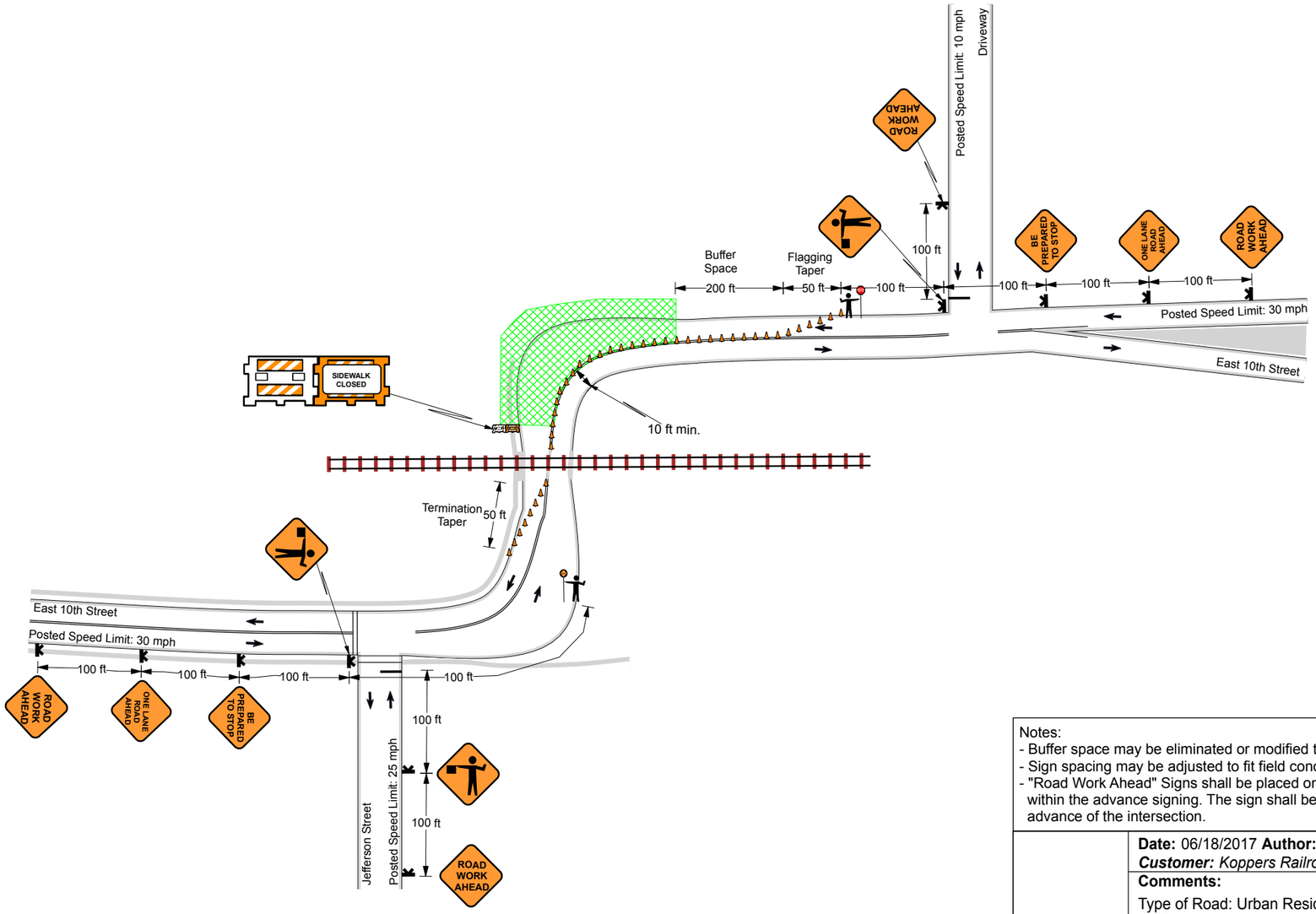
Comments:

Type of Road: Urban Residential
Traffic Volume: Light to Moderate

All signs & devices shall be placed in accordance with the latest provisions of Indiana Department of Transportation Manual for Uniform Traffic Control Devices (IMUTCD) with respect to any applicable provisions from the City of Bloomington.

Access to residential and commercial driveways to be maintained at all times.
Flaggers shall be trained in safe temporary traffic control practices.
Flaggers shall remain in constant communications, via two-way radio, at all times
Parking ban shall be coordinated with the Bloomington Police Department.

PLANS ARE NOT TO SCALE



Notes:
- Buffer space may be eliminated or modified to fit field conditions.
- Sign spacing may be adjusted to fit field conditions.
- "Road Work Ahead" Signs shall be placed on all cross streets intersecting within the advance signing. The sign shall be placed a minimum of 100 feet in advance of the intersection.

N

Legend
- Portable Sign Stand
- ADA Pedestrian Barricade
- Work Area
- Cone

Date: 06/18/2017 **Author:** A. Vikram **Project:** East 10th Street. Emergency RR Bridge Repairs - Bloomington, IN
Customer: *Koppers Railroad Structures* ***Quote# :*** *17-140-2923* **Reviewer:** J. McCarty

Comments:

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Flaggers shall be trained in safe temporary traffic control practices.
Flaggers shall remain in constant communications, via two-way radio, at all times
Parking ban shall be coordinated with the Bloomington Police Department.

PLANS ARE NOT TO SCALE

Board of Public Works
Staff Report

Project/Event:	Request from Indiana University to Temporarily Close the Southeast corner of 7th and Indiana
Petitioner/Representative:	Planning and Transportation Department
Staff Representative:	Roy Aten
Date:	06/27/2017

Report: Indiana University is requesting permission to temporarily close the eastern most northbound lane of North Indiana Avenue, from East 6th Street to East 7th Street. The closure will begin on or after July 18th, 2017 and continue through October 16th, 2017. The closure is being requested so that the University may reconstruct the southeast corner of the intersection of 7th and Indiana.

Vehicle traffic will be shifted to the western northbound lane and a pedestrian detour will be used on the western and northern sidewalk.

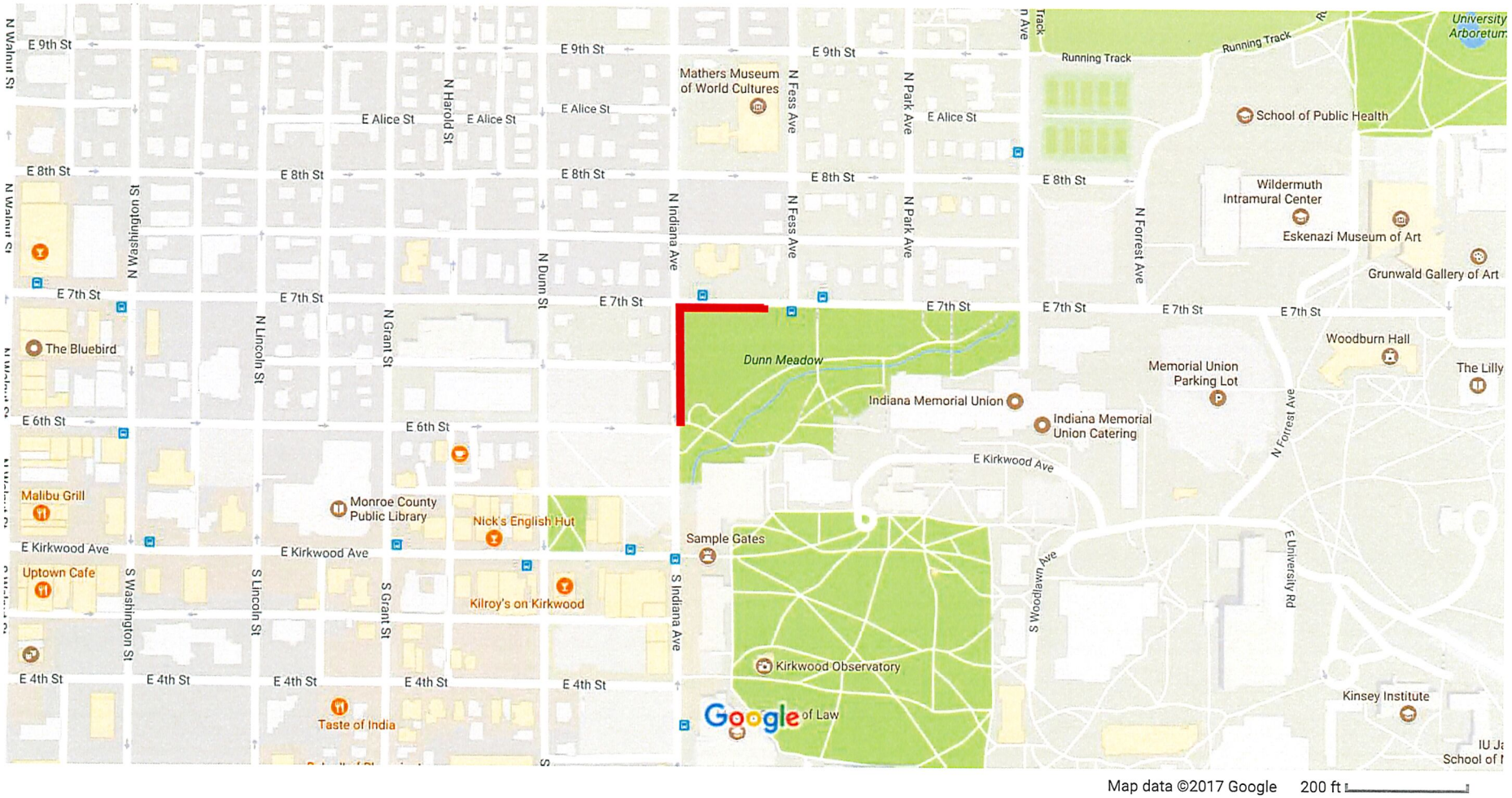
Indiana University is the property owner immediately adjacent to the workzone and are aware of the request.

Recommendation and Supporting Justification: Staff has reviewed the request and recommends granting permission to Indiana University for the temporary lane restrictions at the intersection of 7th and Indiana.

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

Google Maps

INDIANA UNIVERSITY 7TH AND INDIANA PROJECT
07/18/2017 THROUGH 10/16/2017



INDIANA UNIVERSITY
REAL ESTATE DEPARTMENT
Bloomington

June 15, 2017

Via Electronic Delivery

Board of Public Works
City of Bloomington
401 North Morton Street
Bloomington, IN 47404

Re: N. Indiana Ave. requested lane restrictions

Dear Board Members:

Indiana University ("IU") is planning a gateway project at N. Indiana Ave. and E. 7th St. In order to facilitate this project, IU is respectfully requesting the temporary closure of the east lane of N. Indiana Ave. between E. 6th St. and E. 7th St., as well as the closure of the sidewalk along the east side of N. Indiana Ave. between E. 6th St. and E. 7th St., in accordance with the attached Management of Traffic Plan. IU is requesting these closures from July 18, 2017 through October 16, 2017, with the exception that the lane will be open during IU's move-in week.

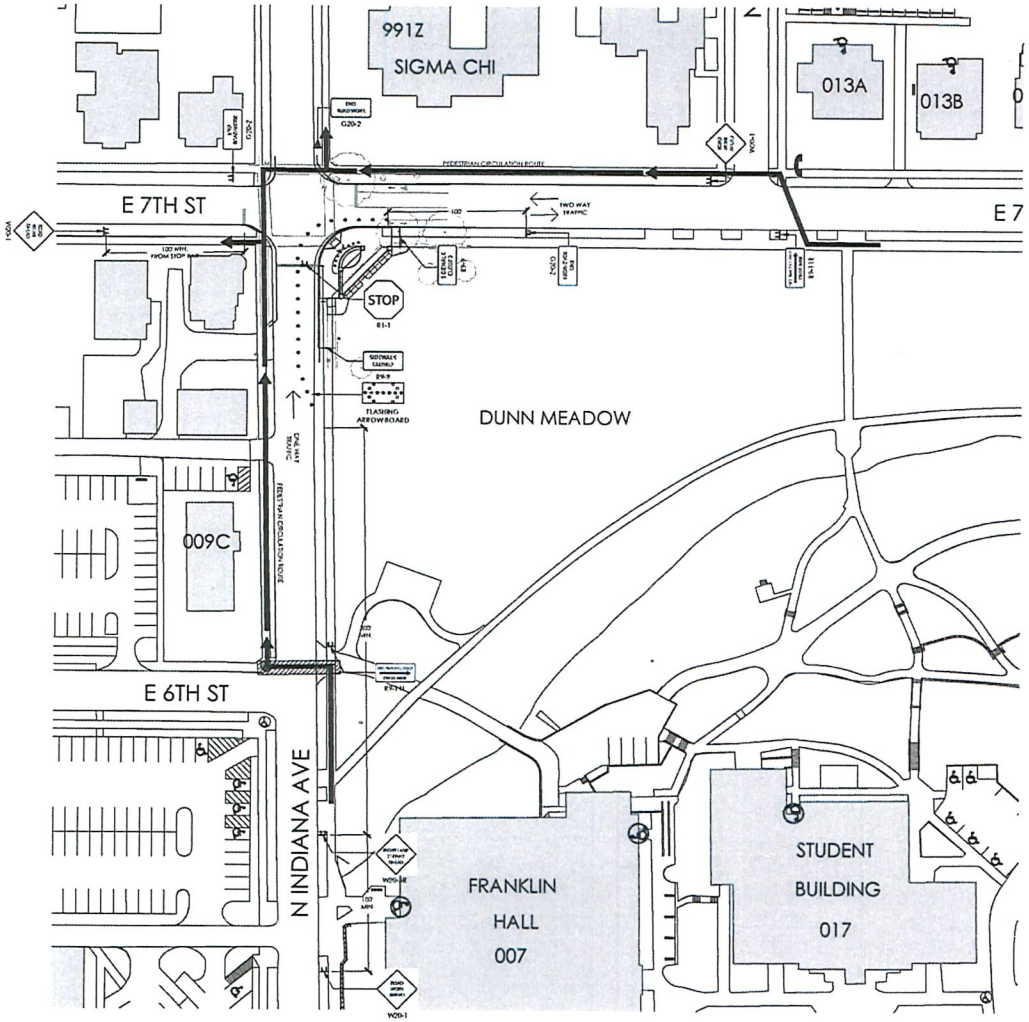
IU will coordinate with the City of Bloomington and City of Bloomington Utilities, law enforcement, and transit providers to assure that this restriction and closure information is well communicated. Therefore, IU respectfully requests that the Board of Public Works approves the restrictions closure referenced above from July 18, 2017 through October 16, 2017.

Kind regards,

Charles Northrop
Real Estate Manager

cc: Roy Aten, City of Bloomington Engineering
Adam Wason, Director, City of Bloomington Public Works
Jason Banach, University Director of Real Estate, Indiana University

1800 N. Range Road Bloomington, IN 47408 (812) 855-4100 fax (812) 855-1156



1 TEMPORARY TRAFFIC CONTROL PLAN
SCALE: 1" = 50'

MAINTENANCE OF TRAFFIC REQUIREMENTS:

1. ALL SIGNS AND BARRICADES TO BE PLACED IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
2. ALL SIGNS TO BE IN ACCORDANCE WITH INDOT STANDARDS AND INDIANA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
3. ALL SIGNS, BARRICADES, AND CHANNELIZER BARRELS TO BE MOUNTED WITH A TYPE C (STEADY BURN) WARNING LIGHT AND BE MAINTAINED DUSK TO DAWN.
4. ALL CONSTRUCTION WITHIN THE ROADWAY SHALL COMMENCE ON OR AFTER JULY 18, 2017 AND BE SUBSTANTIALLY COMPLETED BY OCTOBER 06, 2017. NO CONSTRUCTION SHALL OCCUR FROM FRIDAY, AUGUST 18, 2017 THROUGH MONDAY, AUGUST 21, 2017. CONTRACTOR SHALL REMOVE LANE RESTRICTIONS DURING THIS PERIOD.
5. CONTRACTOR SHALL COORDINATE PLACEMENT OF ALL SIGNS AND BARRICADES WITH ADJACENT CONSTRUCTION OR UTILITY PROJECTS NOT PART OF THIS WORK.
6. MAINTAIN CIRCULATION OF EXISTING BLOOMINGTON TRANSIT AND INDIANA UNIVERSITY CAMPUS SHUTTLE ROUTES. CONTRACTOR SHALL POSITION CHANNELIZER BARRELS AT 7TH STREET AND INDIANA AVENUE INTERSECTION TO PROVIDE FOR ADEQUATE TURNING MOVEMENTS.
7. DO NOT BLOCK EXISTING BIKE LANES ALONG 7TH STREET WITH MATERIALS OR CONSTRUCTION EQUIPMENT.

PEDESTRIAN TRAFFIC REQUIREMENTS:

1. AN ADA ACCESSIBLE SIDEWALK OR PATH MUST BE AVAILABLE ON BOTH SIDES OF INDIANA STREET AT ALL TIMES. TEMPORARY COMPACTED STONE IS ALLOWED SO LONG AS IT IS MAINTAINED SMOOTH. CONTRACTOR SHALL REPAIR AND RESTORE TEMPORARY RAMP TO ORIGINAL SITE CONDITIONS. RE-SOD ALL DISTURBED AREAS.
2. CHANNELIZED/MARKED CROSSINGS OF INDIANA AVENUE MUST BE PROVIDED WITHIN 40' OF THE INTERSECTION TO ALLOW EAST-WEST CROSSING OF THE WORK ZONE.
3. PEDESTRIAN CORRIDORS SHALL BE FENCED FROM THE WORK ZONE EXCEPT AT THE DESIGNED WORK ZONE CROSSING.
4. IF CONSTRUCTION TRAFFIC MUST ALSO CROSS A DESIGNATED PEDESTRIAN CROSSING, A FLAGGER WILL BE PROVIDED TO MONITOR CROSSINGS OF CONSTRUCTION EQUIPMENT AND FENCE RE-CLOSURE.

MAINTENANCE OF TRAFFIC SIGN SCHEDULE:

- W20-1 SIGN, ROAD WORK AHEAD 36"X36", RETRO-REFLECTIVE
- W20-5R SIGN, RIGHT LANE CLOSED AHEAD 36"X36", RETRO-REFLECTIVE
- G20-2 SIGN, END ROAD WORK 36"X18", RETRO-REFLECTIVE
- R9-9 SIGN, SIDEWALK CLOSED 24"X12"
- R9-11 SIGN, SIDEWALK CLOSED AHEAD, CROSS HERE 24"X12" (ARROW DIRECTION VARIES)
- R1-1 SIGN, STOP 36"X36" MIN., RETRO-REFLECTIVE

MAINTENANCE OF TRAFFIC LEGEND:

- TEMPORARY CURB RAMP. SEE PEDESTRIAN TRAFFIC REQUIREMENT #1.
- CONSTRUCTION SIGN
- CHANNELIZER BARRELS WITH WARNING LIGHT, SPACED AS REQUIRED.
- CONSTRUCTION FENCE. SEE DEMOLITION PLAN
- FLASHING ARROW BOARD (MERGE LEFT) 48"X24"

PROJECT DESIGN:
RUNDELL ERNSTBERGER ASSOCIATES
Land Architecture • Urban Design • Land Planning
618 East Market Street, Indianapolis, IN 46202
TE [317] 263.0127 FX [317] 263.2080
611 W Main Street, Suite 201, Louisville, KY 40202
TE [502] 561.8476 FX [502] 561.9076
www.reaia.com

SUB-CONSULTANTS:
BLEDSOE RIGGERT COOPER JAMES
Land Surveying | Civil Engineering | G.I.S.
1351 West Tapp Road, Bloomington, IN 47403
TE [812] 336.8277 EM contact@brcjcivil.com

GENESIS ENGINEERING GROUP
Electrical Engineering
91 South Main Street, Suite 200, Zionville, IN 46077
TE [317] 927.5307 EM genesis-engineering.com

PREPARED FOR:
INDIANA UNIVERSITY
Mia Williams, Landscape Architect
UNIVERSITY ARCHITECTS OFFICE
1800 N. Range Road, Service Building BL630
Bloomington, IN 47408
PH [812] 855.5032 FX [812] 855.9387

PROJECT:

7TH ST AND INDIANA AVENUE GATEWAY IMPROVEMENTS

INDIANA UNIVERSITY | BLOOMINGTON CAMPUS

IU PROJECT # 20140008 - BL00A

NORTH — 0 25 50 100 — SCALE: 1" = 50'

REVISIONS:

NO.	BY	DESCRIPTION	DATE
XX	XX	XX	XX

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THE CONCEPTS, IDEAS, DESIGNS, PLANS, AND DETAILS IN DRAWINGS AND SPECIFICATIONS ARE PROPRIETARY TO RUNDELL ERNSTBERGER ASSOCIATES (REA) AND PROVIDED FOR USE ON THIS PROJECT ONLY. NO OTHER USE OF THE CONCEPTS, IDEAS, DESIGNS, PLANS, AND DETAILS SHALL BE MADE BY ANY PERSON FOR ANY OTHER PURPOSE WHATSOEVER WITHOUT THE EXPRESSED WRITTEN PERMISSION OF REA. REA RETAINS OWNERSHIP OF ALL DRAWINGS AND SPECIFICATIONS PROVIDED BY REA AS A SOURCE OF INFORMATION AND REFERENCE IN CONNECTION WITH THIS PROJECT.

DRAWING NAME:
MAINTENANCE OF TRAFFIC PLAN

CERTIFICATION:
JOHN CONDON ZANE REGISTERED No. PE19900434 STATE OF INDIANA PROFESSIONAL ENGINEER

REA Project #: 161460
Date: 06/15/2017
Drawn by: KDK
Reviewed by: JCZ

DRAWING #:
C100

File: P:\161460 BL00 7th & Indiana Ave Gateway\CDD\Sheets\161460 - C100 MOT Plan.dwg

Board of Public Works
Staff Report

Project/Event:	Approve Change Orders #5 for Woodlawn Railroad Crossing
Petitioner/Representative:	Planning and Transportation Department
Staff Representative:	Roy Aten
Date:	06/27/2017

Report: Change order #5 for the Woodlawn RR Crossing Project is anticipated to be the final change order, and will cover quantity adjustments on three pay items for the contract. As is typical with any INDOT project, any final pay item quantity that changes by 25%, or is considered a significant adjustment, will be covered by a change order. The following three items exceeded this threshold for the project:

1. The original common excavation quantity was estimated by the Design Engineer to be 2,265 cubic yards (cyd). After excavation the final common excavation quantity was calculated to be 3,210 cyd. This change order will increase the common excavation quantity by 945 cyd at the bid price of $29.50/cyd, for an increase in contract price of $27,877.50.

2. The original rock excavation was estimated by the Design Engineer to be 2,755 cyd. After excavation the final quantity was measured to be 1081.23 cyd. This change order will decrease the rock excavation quantity by 1,673.77 cyd at a bid price of $42.05/cyd, for a decrease in contract price of $70,382.02.

3. The original top soil was estimated by the Design Engineer to be 779 cyd. After placement the final quantity was measured to be 463 cyd. This change order will decrease the top soil quantity by 316 cyd at a bid price of $80.00/cyd, for a decrease in contract price of $25,280.00.

The total change to the contract price for these three items will be a decrease of $67,784.52.

Recommendation and Supporting Justification: City, Indiana University and INDOT staff have reviewed the change order and are recommending approval.

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

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Contract Information	Contract No.: R -38344	Letting Date:04/06/2016	
District:SEYMOUR DISTRICT	AE:Wren, Rachel	PE/S:Everett, Eric	Status:Pending

Change Order Information	Change Order No.: 005	EWA: N or Force Acct: N	
Date Generated: 00/00/0000	Date Approved: 00/00/0000		
Reason Code: FINAL QUANTITY ADJUSTMENT			
Description: Final Quantity Adjustment			
Original Contract Amount	$ 1,169,437.40		
Current Change Order Amount	$ -67,784.53	Percent: -5.796 %	
Total Previous Approved Changes	$ 27,878.41	Percent: 2.384 %	
Total Change To-Date	$ -39,906.12	Percent: -3.412 %	
Modified Contract Amount	$ 1,129,531.28		

Time Extension Information

Date Initiated 00/00/0000	Date Completed 00/00/0000	
Original Contract Time	SS Completion Date 00/00/0000 or SS Calendar/Work Days 0 SP Date 00/00/0000 or SP Days (SS = Standard Specification, SP = Special Provision)	
Time Element Description:		
Current Time Extension	SS Days 0 SP Days 0	SP Days Value $ 0.00
Previous Time Approved	SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____	
	SS Days_____	SP Days Value $ _____
Revised Contract Time	SS Completion Date 00/00/0000 or SS Calendar/Work Days 0 SS Date 00/00/0000 or SP Days 0	

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority	AE:_____ DCE:_____ SCE:_____* DDCM:_____*
($ per Change Order)	(- LE $ 250K-) (- LE $ 750K -) (-- LE $ 2 M --) (-- GT $ 2 M --)
(Days per Contract)	(50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)
Verbal Approval Required?	Y / N If Y, by_____ Date Issued_____
Total Change To-Date>5%?	Y / N If Y , Copy to Program Budget Manager_____
Scope/Design Recommendation Required?	Y / N If Y, Referred to Project Manager(PM) _____
	Date to PM_____ Date Returned_____
Approval Authority Concurs with PM?	Y / N If Y, Concurrence by_____ Date_____
	If N,Resolution: Approved _____ Disapproved _____
	Resolved by_____ Date_____
LPA Signatures Required?	Y / N If Y, Date to LPA _____ Date Returned _____
FHWA Signatures Required?	Y / N If Y, Date to FHWA_____ Date Returned_____

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

Field Engineer _____ Date _____

Comments: _____

_____

_____

_____

_____

Contract: R -38344
Project: 1500380 - State:150038000LC5
Change Order Nbr: 005
Change Order Description: Final Quantity Adjustment
Reason Code: FINAL QUANTITY ADJUSTMENT

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change	
0012	1500380	0012	203-02000	CYS	29.500	945.000	C	Amount:$	27,877.50
Item Description: EXCAVATION, COMMON									
Supplemental Description1:									
Supplemental Description2:									
0013	1500380	0013	203-02010	CYS	42.050	-1673.770	C	Amount:$	-70,382.02
Item Description: EXCAVATION, ROCK									
Supplemental Description1:									
Supplemental Description2:									
0052	1500380	0052	621-06570	CYS	80.000	-316.000	C	Amount:$	-25,280.00
Item Description: TOPSOIL									
Supplemental Description1:									
Supplemental Description2:									

Total Value for Change Order 005 = $ -67,784.52

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

In accordance with INDOT Construction Memorandum 14-05, this Change Order will adjust final pay quantities to the following items which overran or underran planned quantitiy by $20,000. Items 0012 and 0013, Excavation, Common and Excavation, Rock. The total excavation for the project did not reach the planned total quantity of rock excavation, 2,755 cys, and common excavation, 2,265 cys, combined total of 5020 cys. The total excavation for the project was 4291.23 cys. The depth and location of rock was an estimated quantity and the engineer gave a conservative estiamte for rock excavation. The common excavation is higher than planned quantitiy because less rock was found than expected. This resulted in less rock excavation and a net credit to the project of $42504. 53. Item 0052, Topsoil. During construction the contractor was careful to save as much existing topsoil as possible. The depth of topsoil was checked and flora growth was evident and over 70%.

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 TRANSPORATION

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

Progressive Record Activity Report - CLN
Contract Line Item No. 0052
TOPSOIL

Unit Price 80.000 Unit CYS

Contract ID: R -38344

PCN 1500380 PLN 0052 Project Location MONROE COUNTY - ON WOODLAWN AVENUE BETWEEN 12TH AND 13TH STREET IN THE CITY OF BLOOMINGTON

DWR Date	DWR User ID	LOC. From		LOC. To		Location Installed	Reported Quantity	Paid Quantity	Amount
09/03/2016	xeever		+ 0.000		+ 0.000	Topsoil Wall & Curb to SW	150.000	150.000	$12,000.000
09/17/2016	xeever	12	+ 56.000	16	+ 4.000	Topsoil for grading	140.000	140.000	$11,200.000
10/04/2016	xeever		+ 0.000		+ 0.000	QTY Correction 8/26	173.000	173.000	$13,840.000
						Project Total (PCN)	463.000	463.000	$37,040.000
						Grand Total (CLN)	463.000	463.000	$37,040.000

CLN: 0052 Item Code: 621-06570 Units: CYS CUBIC YARDS (English)

Item Description: TOPSOIL

Project Nbr: 1500380

Project:	PLN:	DWR Date:	Quantity:	Location:
1500380	0052	09/03/2016	150.000	Topsoil Wall & Curb to SW

	Station		Offset	Distance		Station		Offset	Distance
From:		+ 0.000		0.000	To:		+ 0.000		0.000

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

Project:	PLN:	DWR Date:	Quantity:	Location:
1500380	0052	09/17/2016	140.000	Topsoil for grading

	Station		Offset	Distance		Station		Offset	Distance
From:	12	+ 56.000	RT	0.000	To:	16	+ 4.000	LT	0.000

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

Project:	PLN:	DWR Date:	Quantity:	Location:
1500380	0052	10/04/2016	173.000	QTY Correction 8/26

	Station		Offset	Distance		Station		Offset	Distance
From:		+ 0.000		0.000	To:		+ 0.000		0.000

Remarks: This was work done on the west side of Woodlawn Ave between 15+00 and 16+00.

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

CLN Reported Quantity:	463.000
CLN Authorized Quantity:	463.000
CLN Paid Quantity:	463.000
% Complete:	59.44

CLN Summary Information includes quantities from selected date range

CLN Paid Quantity = Quantity on Approved Estimates

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

Progressive Record Activity Report - CLN
Contract Line Item No. 0013
EXCAVATION, ROCK

Unit Price 42.050 Unit CYS

Contract ID: R -38344

PCN 1500380 PLN 0013 Project Location MONROE COUNTY - ON WOODLAWN AVENUE BETWEEN 12TH AND 13TH STREET IN THE CITY OF BLOOMINGTON

DWR Date	DWR User ID	LOC. From		LOC. To		Location Installed	Reported Quantity	Paid Quantity	Amount
07/01/2016	xeever	15	+ 50.000	14	+ 30.000	Rock Excavation N. of Railroad Track	200.000	200.000	$8,410.000
07/12/2016	xeever	14	+ 30.000	16	+ 5.000	Rock Excavation for grade N. of RR	141.000	141.000	$5,929.050
07/13/2016	xeever	13	+ 76.000	13	+ 76.000	STR 589 excavation	1.850	1.850	$77.793
07/14/2016	xeever	14	+ 16.000	14	+ 1.000	STR 587 Outfall	5.000	5.000	$210.250
07/15/2016	xeever	13	+ 76.000	14	+ 19.000	STR 589 to 590	32.000	32.000	$1,345.600
07/18/2016	xeever	14	+ 5.000	16	+ 5.000	Boulders N. of RR	43.000	43.000	$1,808.150
07/20/2016	xeever	15	+ 0.000	14	+ 75.000	For proposed road North of tracks	4.000	4.000	$168.200
07/29/2016	xeever	2917	+ 29.000	2919	+ 79.000	Sitelines, 25ft both left and right	300.000	300.000	$12,615.000
07/30/2016	xeever	14	+ 97.000	14	+ 87.000	From str 598-599 along the first 54'	16.000	16.000	$672.800
08/01/2016	xeever	14	+ 97.000	14	+ 71.000	Str. 598- Str. 599	24.600	24.600	$1,034.430
08/05/2016	xeever	14	+ 71.000	15	+ 1.000	From STR 599 to 600 and STR 600	36.400	36.400	$1,530.620
08/06/2016	xeever	14	+ 35.000	14	+ 60.000	North of tracks right of centerline	23.000	23.000	$967.150
08/09/2016	xeever	15	+ 1.000	15	+ 17.000	Structure 600 15+01	10.000	10.000	$420.500
08/10/2016	xeever	15	+ 1.000	15	+ 1.000	Str. 600-Str. 601	21.620	21.620	$909.121
08/11/2016	xeever	15	+ 1.000	15	+ 45.000	Bewteen structure 600 and 604.	19.000	19.000	$798.950
08/12/2016	xeever	15	+ 1.000	14	+ 55.000	Str.601-Str.601A	11.560	11.560	$486.098

Progressive Record Activity Report - CLN
Contract Line Item No. 0013
EXCAVATION, ROCK

Unit Price 42.050 Unit CYS

Contract ID: R -38344

08/12/2016	xeever	15	+ 1.000	15	+ 1.000	Str. 601	4.600	4.600	$193.430
08/12/2016	xeever	14	+ 55.000	14	+ 55.000	Str. 601A	4.600	4.600	$193.430
08/12/2016	xeever	14	+ 55.000	14	+ 18.000	Str. 601A-Str. 602 including Str. 602	13.000	13.000	$546.650
08/19/2016	xeever	2919	+ 79.000	2117	+ 29.000	NE RR Sightlines	30.000	30.000	$1,261.500
09/01/2016	xeever	2912	+ 50.000	2917	+ 29.000	N RR Clearing Past 250'	80.000	80.000	$3,364.000
09/02/2016	xeever	2917	+ 29.000	2912	+ 50.000	South RR Rock Cut Past 250'	60.000	60.000	$2,523.000
						Project Total (PCN)	1,081.230	1,081.230	$45,465.722
						Grand Total (CLN)	1,081.230	1,081.230	$45,465.722

CLN: 0013 Item Code: 203-02010 Units: CYS CUBIC YARDS (English)
Item Description: EXCAVATION, ROCK

Project Nbr: 1500380

Project:	PLN:	DWR Date:	Quantity:	Location:
1500380	0013	07/01/2016	200.000	Rock Excavation N. of Railroad Track

	Station		Offset	Distance		Station		Offset	Distance
From:	15	+ 50.000	RT	0.000	To:	14	+ 30.000	LT	0.000

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

Project:	PLN:	DWR Date:	Quantity:	Location:
1500380	0013	07/12/2016	141.000	Rock Excavation for grade N. of RR

	Station		Offset	Distance		Station		Offset	Distance
From:	14	+ 30.000	RT	0.000	To:	16	+ 5.000	LT	0.000

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

Project:	PLN:	DWR Date:	Quantity:	Location:
1500380	0013	07/13/2016	1.850	STR 589 excavation

	Station		Offset	Distance		Station		Offset	Distance
From:	13	+ 76.000	RT	22.000	To:	13	+ 76.000	RT	17.000

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

Project:	PLN:	DWR Date:	Quantity:	Location:
1500380	0013	07/14/2016	5.000	STR 587 Outfall

	Station		Offset	Distance		Station		Offset	Distance
From:	14	+ 16.000	LT	75.000	To:	14	+ 1.000	LT	70.000

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

Project:	PLN:	DWR Date:	Quantity:	Location:
1500380	0013	07/15/2016	32.000	STR 589 to 590

	Station		Offset	Distance		Station		Offset	Distance
From:	13	+ 76.000	RT	22.000	To:	14	+ 19.000	RT	30.000

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

CLN: 0013 Item Code: 203-02010 Units: CYS CUBIC YARDS (English)
Item Description: EXCAVATION, ROCK

Project Nbr: 1500380

Project:	PLN:	DWR Date:	Quantity:	Location:
1500380	0013	07/18/2016	43.000	Boulders N. of RR

	Station		Offset	Distance		Station		Offset	Distance
From:	14	+ 5.000	rt	0.000	To:	16	+ 5.000	lt	0.000

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

Project:	PLN:	DWR Date:	Quantity:	Location:
1500380	0013	07/20/2016	4.000	For proposed road North of tracks

	Station		Offset	Distance		Station		Offset	Distance
From:	15	+ 0.000	00	0.000	To:	14	+ 75.000	0	0.000

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

Project:	PLN:	DWR Date:	Quantity:	Location:
1500380	0013	07/29/2016	300.000	Sitelines, 25ft both left and right

	Station		Offset	Distance		Station		Offset	Distance
From:	2917	+ 29.000	LF	25.000	To:	2919	+ 79.000	RT	25.000

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

Project:	PLN:	DWR Date:	Quantity:	Location:
1500380	0013	07/30/2016	16.000	From str 598-599 along the first 54'

	Station		Offset	Distance		Station		Offset	Distance
From:	14	+ 97.000	LF	170.000	To:	14	+ 87.000	LF	145.000

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

Project:	PLN:	DWR Date:	Quantity:	Location:
1500380	0013	08/01/2016	24.600	Str. 598- Str. 599

	Station		Offset	Distance		Station		Offset	Distance
From:	14	+ 97.000	LF	170.000	To:	14	+ 71.000	LF	90.000

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

CLN: 0013 Item Code: 203-02010 Units: CYS CUBIC YARDS (English)
Item Description: EXCAVATION, ROCK

Project Nbr: 1500380

Project:	PLN:	DWR Date:	Quantity:	Location:
1500380	0013	08/05/2016	36.400	From STR 599 to 600 and STR 600

	Station		Offset	Distance		Station		Offset	Distance
From:	14	+ 71.000	lt	35.000	To:	15	+ 1.000	lt	35.000

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

Project:	PLN:	DWR Date:	Quantity:	Location:
1500380	0013	08/06/2016	23.000	North of tracks right of centerline

	Station		Offset	Distance		Station		Offset	Distance
From:	14	+ 35.000	Rt	30.000	To:	14	+ 60.000	Rt	30.000

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

Project:	PLN:	DWR Date:	Quantity:	Location:
1500380	0013	08/09/2016	10.000	Structure 600 15+01

	Station		Offset	Distance		Station		Offset	Distance
From:	15	+ 1.000	Lf	35.000	To:	15	+ 17.000	Lf	35.000

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

Project:	PLN:	DWR Date:	Quantity:	Location:
1500380	0013	08/10/2016	21.620	Str. 600-Str. 601

	Station		Offset	Distance		Station		Offset	Distance
From:	15	+ 1.000	Lf	31.000	To:	15	+ 1.000	Rt	20.000

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

Project:	PLN:	DWR Date:	Quantity:	Location:
1500380	0013	08/11/2016	19.000	Bewteen structure 600 and 604.

	Station		Offset	Distance		Station		Offset	Distance
From:	15	+ 1.000	Lf	35.000	To:	15	+ 45.000	Lf	35.000

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

CLN: 0013 Item Code: 203-02010 Units: CYS CUBIC YARDS (English)
Item Description: EXCAVATION, ROCK

Project Nbr: 1500380

Project:	PLN:	DWR Date:	Quantity:	Location:
1500380	0013	08/12/2016	11.560	Str.601-Str.601A

	Station		Offset	Distance		Station		Offset	Distance
From:	15	+ 1.000	Rt	20.000	To:	14	+ 55.000	Rt	35.000

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

Project:	PLN:	DWR Date:	Quantity:	Location:
1500380	0013	08/12/2016	4.600	Str. 601

	Station		Offset	Distance		Station		Offset	Distance
From:	15	+ 1.000	Rt	20.000	To:	15	+ 1.000	Rt	20.000

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

Project:	PLN:	DWR Date:	Quantity:	Location:
1500380	0013	08/12/2016	4.600	Str. 601A

	Station		Offset	Distance		Station		Offset	Distance
From:	14	+ 55.000	Rt	35.000	To:	14	+ 55.000	Rt	35.000

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

Project:	PLN:	DWR Date:	Quantity:	Location:
1500380	0013	08/12/2016	13.000	Str. 601A-Str. 602 including Str. 602

	Station		Offset	Distance		Station		Offset	Distance
From:	14	+ 55.000	Rt	35.000	To:	14	+ 18.000	Rt	45.000

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

Project:	PLN:	DWR Date:	Quantity:	Location:
1500380	0013	08/19/2016	30.000	NE RR Sightlines

	Station		Offset	Distance		Station		Offset	Distance
From:	2919	+ 79.000	RT	25.000	To:	2117	+ 29.000	RT	25.000

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

CLN: 0013 Item Code: 203-02010 Units: CYS CUBIC YARDS (English)

Item Description: EXCAVATION, ROCK

Project Nbr: 1500380

Project:	PLN:	DWR Date:	Quantity:	Location:
1500380	0013	09/01/2016	80.000	N RR Clearing Past 250'

	Station		Offset	Distance		Station		Offset	Distance
From:	2912	+ 50.000	RT	0.000	To:	2917	+ 29.000	RT	0.000

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

Project:	PLN:	DWR Date:	Quantity:	Location:
1500380	0013	09/02/2016	60.000	South RR Rock Cut Past 250'

	Station		Offset	Distance		Station		Offset	Distance
From:	2917	+ 29.000	LT	0.000	To:	2912	+ 50.000	LT	0.000

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

CLN Reported Quantity:	1,081.230
CLN Authorized Quantity:	1,081.230
CLN Paid Quantity:	1,081.230
% Complete:	39.25

CLN Summary Information includes quantities from selected date range

CLN Paid Quantity = Quantity on Approved Estimates

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

Progressive Record Activity Report - CLN
Contract Line Item No. 0012
EXCAVATION, COMMON

Unit Price 29.500 Unit CYS

Contract ID: R -38344

PCN 1500380 PLN 0012 Project Location MONROE COUNTY - ON WOODLAWN AVENUE BETWEEN 12TH AND 13TH STREET IN THE CITY OF BLOOMINGTON

DWR Date	DWR User ID	LOC. From		LOC. To		Location Installed	Reported Quantity	Paid Quantity	Amount
07/01/2016	xeever	16	+ 4.000	14	+ 30.000	Common Excavation N. of Railroad Tracks	1,800.000	1,800.000	$53,100.000
08/17/2016	xeever	12	+ 56.000	14	+ 55.000	12+56-14+55	863.000	863.000	$25,458.500
09/16/2016	xeever	14	+ 7.000	14	+ 7.000	Cut to grade SW RR ditch	166.000	166.000	$4,897.000
09/19/2016	xeever	14	+ 64.000	15	+ 89.000	Retaining Wall Excavation	291.000	291.000	$8,584.500
09/28/2016	xeever	2917	+ 56.000	2912	+ 50.000	North Ditch to Walnut	90.000	90.000	$2,655.000
						Project Total (PCN)	3,210.000	3,210.000	$94,695.000
						Grand Total (CLN)	3,210.000	3,210.000	$94,695.000

CLN: 0012 Item Code: 203-02000 Units: CYS CUBIC YARDS (English)

Item Description: EXCAVATION, COMMON

Project Nbr: 1500380

Project:	PLN:	DWR Date:	Quantity:	Location:
1500380	0012	07/01/2016	1,800.000	Common Excavation N. of Railroad Tracks

	Station		Offset	Distance		Station		Offset	Distance
From:	16	+ 4.000	RT	0.000	To:	14	+ 30.000	LT	0.000

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

Project:	PLN:	DWR Date:	Quantity:	Location:
1500380	0012	08/17/2016	863.000	12+56-14+55

	Station		Offset	Distance		Station		Offset	Distance
From:	12	+ 56.000	0	0.000	To:	14	+ 55.000	0	0.000

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

Project:	PLN:	DWR Date:	Quantity:	Location:
1500380	0012	09/16/2016	166.000	Cut to grade SW RR ditch

	Station		Offset	Distance		Station		Offset	Distance
From:	14	+ 7.000	LT	0.000	To:	14	+ 7.000	LT	0.000

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

Project:	PLN:	DWR Date:	Quantity:	Location:
1500380	0012	09/19/2016	291.000	Retaining Wall Excavation

	Station		Offset	Distance		Station		Offset	Distance
From:	14	+ 64.000	RT	0.000	To:	15	+ 89.000	RT	0.000

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

Project:	PLN:	DWR Date:	Quantity:	Location:
1500380	0012	09/28/2016	90.000	North Ditch to Walnut

	Station		Offset	Distance		Station		Offset	Distance
From:	2917	+ 56.000	RT	0.000	To:	2912	+ 50.000	RT	0.000

Remarks:

Authorized: Yes Attachments: No Paid: Yes

DWR Templates

CLN: 0012 Item Code: 203-02000 Units: CYS CUBIC YARDS (English)

Item Description: EXCAVATION, COMMON

Project Nbr: 1500380

CLN Reported Quantity:	3,210.000
CLN Authorized Quantity:	3,210.000
CLN Paid Quantity:	3,210.000
% Complete:	141.72

CLN Summary Information includes quantities from selected date range

CLN Paid Quantity = Quantity on Approved Estimates

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

CITY OF BLOOMINGTON

Board of Public Works
Staff Report

Project/Event:	**Engineering Service Agreement with Applied Engineering Services for Electrical System Replacement in 4th St. Garage**
Petitioner/Representative:	**Public Works**
Staff Representative:	**Ryan Daily**
Meeting Date:	**06/27/17**

Scope of Work:

1. Survey the garage and generate AutoCAD files of sufficient detail to produce the electrical drawings. These AutoCAD files will be given to the Board at the completion of this Project.

2. Engineer replacement power systems including panelboards, conduit and writing to existing electrical loads. All lighting fixtures and lighting controls are to remain.

3. Engineer new HVAC unit, lighting, and receptacles for the first-floor office.

Quoted Price: $29,500

Staff Comments:
This project is the consulting phase of electrical rewiring of the entirety of the 4th Street Garage.

Fund Line: 53650 – Other Repairs

Recommend **_x_Approval __Denial** **by: Ryan Daily**

PROJECT NAME: **Engineering Services for the 4th Street Parking Garage Electrical System Replacement Project**

AGREEMENT FOR CONSULTING SERVICES

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

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to **improve the 4th Street Parking Garage by replacing the electrical system in the garage.**

WHEREAS, the Board requires the services of a professional consultant in order to **provide electrical engineering services for this Project,** which shall be hereinafter referred to as "the Services", and the Board wishes to have the flexibility to assign additional tasks to the consultant at its discretion, and;

WHEREAS, the tasks currently identified include the following:

> **Provide professional engineering services during: the Design Phase, the Bidding Phase; and the Construction Phase.**

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

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

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

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

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

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

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

Article 2. Standard of Care: In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

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

A. Information/Reports

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

B. Representative

The Board hereby designates Ryan Daily, Parking Garage Manager, Public Works Department ("Daily") to serve as the Board's representative for the project. Daily shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid including fees and expenses shall not exceed the amount of:

Twenty-Nine Thousand, Five Hundred Dollars ($29,500) – Not To Exceed Amount

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

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or

expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. **Timing and Format for Billing:**

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

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

2. **Billing Records:**

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

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

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

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

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

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein.

Article 8. Identity of Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Cost Estimates: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Documents: All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

Article 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

Article 12. Independent Contractor Status: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

Article 13. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

Article 14. Insurance: During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

a. General Liability Insurance, with a minimum combined single limit of $1,000,000 for each occurrence and $2,000,000 in the aggregate.

b. Automobile Liability Insurance, with a minimum combined single limit of $1,000,000 for each person and $1,000,000 for each accident.

c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of $1,000,000 for each occurrence, and $2,000,000 in the aggregate.

d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

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

Article 15. Conflict of Interest: Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 16. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 18. Assignment: Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 19. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

Article 20. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 21. Non-Discrimination: Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non- discrimination in employment.

Article 22. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:	Consultant:
City of Bloomington Public Works Department Attn: Ryan Daily 401 N. Morton Street, Suite 120 Bloomington, IN 47404	Applied Engineering Services Attn: Ralph J. Power 9100 Keystone Crossing, Suite 200 Indianapolis, IN 46240

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

Article 24. Intent to be Bound: The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 25. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 26. Verification of New Employee' Employment Status: Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

Consultant shall require any subcontractors performing work under this Agreement to verify to the Consultant 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. Consultant shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the Commission. Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 27. No Collusion: Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevent any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit affirming that Contractor has not engaged in any collusive conduct. Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

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

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

Owner	Consultant
City of Bloomington Board of Public Works	Applied Engineering Services
By: _____ Kyla Cox Deckard President	_____ Ralph J. Power, P.E. President
By: _____ Kelly M. Boatman Vice President	
By: _____ Dana Palazzo Secretary Vice President	
By: _____ Adam Wason, Director Public Works Department	
By: _____ Philippa M. Guthrie Corporation Counsel	

EXHIBIT A – Scope of Services
Page 1 of 3

SCOPE OF WORK:

1. Survey the garage and generate AutoCAD files of sufficient detail to produce the electrical drawings. These AutoCAD files will be given to the Board at the completion of this Project.

2. Engineer replacement power systems including panelboards, conduit and writing to existing electrical loads. All lighting fixtures and lighting controls are to remain.

3. Engineer new HVAC unit, lighting, and receptacles for the first-floor office.

SCOPE OF SERVICES – DESIGN PHASE:

1. The professional design services include the engineering to develop drawings and specifications to be used solely with respect to this project, suitable for public bidding in the State of Indiana, for the above-described Scope of Work. Consultant's drawings will be sealed by a Professional Engineer.

2. Attend the Project kickoff meeting.

3. Visit the site to review existing conditions.

4. Design review submittals [Design Development (DD) and 95% Construction Documents (CD)] plus the Bid Documents (Issue for Bid) submittal. At each submittal, PDF electronic files will be forwarded to the Board for any printing and distribution.

5. Design review/presentation meetings corresponding to the two (2) review submittals in Bloomington.

6. Cost opinions for Consultant's design corresponding to the review submittals plus Issue for Bid.

7. The final design deliverables are: one (1) drawing set, drawn in AutoCAD and submitted in PDF form; and written technical specifications in PDF and book form. The Division 0 and 1 (front-end) specifications will be provided by Consultant using any provided Board standard front end sections.

SCOPE OF SERVICES – BIDDING PHASE

1. Administer the pre-bid meeting.

2. Respond to bidder questions and prepare necessary addenda.

3. Attend the bid opening, as requested.

SCOPE OF SERVICES – CONSTRUCTION PHASE

1. Attend the pre-construction meeting, as requested.

2. Review shop drawings and product data submittals for conformance with Consultant's contract documents.

3. Respond to Request(s) for Information (RFI) for design clarifications during construction.

4. Issuance of Architectural Supplemental Instructions (ASI) and/or Proposal Requests (PR) related specifically to this Scope of Work.

5. Review of contractor pay application and change orders related to Consultant's Scope of Work.

6. Consultant has included attendance at six (6) bi-weekly construction progress meetings with an accompanying site observation visit. An observation report will be provided after each visit.

7. In addition to the above site visits, one (1) punch list site review and punch list report.

8. One (1) final site visit to verify completion of punch list items/final project completion.

9. Issue the Certificate of Substantial Completion.

10. Construction phase services, such as more frequent field observation or attendance at every progress meeting, are not included in this scope of services.

ASSUMPTIONS – Consultant assumes the following regarding the Scope of Work:

1. The estimated construction cost is unknown.

2. The Project will have a single design package with a base bid and agreed upon alternate bids.

3. Asbestos removal and related design, as applicable, is not included in the scope.

4. All design input, scope, and review comments will be received in a timely manner prior to Issue for Bid. Any design input, scope and review comments received after Issue for Bid may be considered as Additional Services. The goal is to not design the project during the bidding and construction process.

5. Site topographical surveys, including the depth of existing utilities, are not included in the scope.

6. Architectural, civil, structural, mechanical (other than office HVAC unit), plumbing, and telecommunications design services have not been included in this scope.

7. Commissioning services and arc flash analysis services are not included in the scope.

8. This scope does not include the preparation of electronic record drawings. If the Board desires record drawings to be prepared, we will review the contractors' as-built mark-ups and provide an additional service fee to prepare record drawings from the construction documents.

9. As Consultant's participation in the observation of the construction work will be on a periodic basis, Consultant is not in a position to find all non-compliant work on the Project. The quality of work and proper installation of all systems is the responsibility of the contractors.

EXHIBIT B -- Compensation

The total compensation paid including fees and expenses shall not exceed the amount of **Twenty-Nine Thousand, Five Hundred Dollars ($29,500) – Not To Exceed Amount.** A detailed description of Consultant's Fee is as follows:

Generate AutoCAD Plans of the Garage	$ 4,500.00
Construction Documents	14,600.00
Bidding Phase	1,500.00
Construction Phase	8,900.00
Total	**$ 29,500.00**

EXHIBIT C – Schedule

Consultant shall complete the Project within the Schedule set forth below. Consultant will start active and continuous work on the Project upon issuance of the written Notice to Proceed. Any changes to the Schedule will be agreed to by both the Board and Consultant.

Task	**Task Completed On or Before**
Notice to Proceed – Design Start	June 28, 2017
Initial Site Visit	July 6, 2017
Submit Design Development	August 2, 2017
Design Development Review Meeting	August 9, 2017
Submit 95% Construction Documents	September 6, 2017
FRCD Review Meeting	September 13, 2017
Bid Documents to Printing for Bidders	September 20, 2017
Pre-Bid Meeting	October 4, 2017
Bid Opening	October 11, 2017
Pre-Construction Meeting	November 8, 2017
Start Construction	November 15, 2017
Substantial Completion	February 7, 2018

EXHIBIT D – Key Personnel

Ralph J. Power	Principal-in-Charge
Frank Hatcher	Project Manager/Electrical Designer

EXHIBIT E

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT REGARDING E-VERIFY

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

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

2. The company named herein that employs the undersigned:

- has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
- is a subcontractor on a contract to provide services to the City of Bloomington.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).

4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

_____
Signature

_____
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ _____ and acknowledged the execution of the foregoing this _____ day of _____, 2017.

My Commission Expires: _____ _____
Notary Public Signature

County of Residence: _____ _____
Printed name

EXHIBIT F

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2017.

_____
(Name of Organization)

By: _____

_____
(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ _____ and acknowledged the execution of the foregoing this _____ day of _____, 2017.

My Commission Expires: _____ _____
Notary Public Signature

County of Residence: _____ _____
Printed Name

Board of Public Works Claim Register

Invoice Date Range 06/20/17 - 06/30/17

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
Fund **101 - General Fund**				
Department **01 - Animal Shelter**				
Program **010000 - Main**				
Account **52110 - Office Supplies**				
5103 - Staples Contract & Commercial, INC	01-paper	06/20/2017	06/30/2017	25.02
5103 - Staples Contract & Commercial, INC	01-message board	06/20/2017	06/30/2017	50.80
		Account **52110 - Office Supplies** Totals	Invoice Transactions	$75.82
Account **52210 - Institutional Supplies**				
313 - Fastenal Company	01-trash liners	06/20/2017	06/30/2017	143.14
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline vet prescription food	06/20/2017	06/30/2017	119.97
4586 - Hill's Pet Nutrition Sales, INC	01-adult canine food	06/20/2017	06/30/2017	120.64
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline vet prescription food-6/9/17	06/20/2017	06/30/2017	95.16
4586 - Hill's Pet Nutrition Sales, INC	01-canine food-6/9/17	06/20/2017	06/30/2017	120.64
394 - Kleindorfer Hardware & Variety	01-hose repair parts-valve, gaskets	06/20/2017	06/30/2017	27.56
4549 - Kroger Limited Partnership I	01-rabbit food-romaine lettuce, parsley-6/16/17	06/20/2017	06/21/2017	8.67
4549 - Kroger Limited Partnership I	01-milk	06/20/2017	06/21/2017	3.99
4549 - Kroger Limited Partnership I	01-rabbit food-romaine lettuce, parsley-6/3/17	06/20/2017	06/21/2017	5.69
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves, LG/MED/XL	06/20/2017	06/30/2017	196.00
4633 - Midwest Veterinary Supply, INC	01-Ketamine	06/20/2017	06/30/2017	73.80
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-Med	06/20/2017	06/30/2017	51.60
4633 - Midwest Veterinary Supply, INC	01-bowls	06/20/2017	06/30/2017	84.34
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-XL, bowls	06/20/2017	06/30/2017	161.75
4137 - Patterson Veterinary Supply, INC	01-wormer	06/20/2017	06/30/2017	110.45
4137 - Patterson Veterinary Supply, INC	01-syringes, heating pads, sanitizer	06/20/2017	06/30/2017	273.54
4666 - Zoetis, INC	01-antibiotics	06/20/2017	06/30/2017	427.14
4574 - John Deere Financial (Rural King)	01-Dryer Repair	06/20/2017	06/30/2017	5.99
4574 - John Deere Financial (Rural King)	06-24 Gallon Bleach	06/20/2017	06/30/2017	28.56
4574 - John Deere Financial (Rural King)	01-pellet bedding	06/20/2017	06/30/2017	274.50
4574 - John Deere Financial (Rural King)	01-Bleach	06/20/2017	06/30/2017	28.56
		Account **52210 - Institutional Supplies** Totals	Invoice Transactions	$2,361.69
Account **52310 - Building Materials and Supplies**				
53005 - Menards, INC	19-ACC-heavy duty tarp, bungees	06/20/2017	06/30/2017	30.93
53005 - Menards, INC	19-ACC-heavy duty tarp, bungees, toggle balls	06/20/2017	06/30/2017	34.85
		Account **52310 - Building Materials and Supplies** Totals	Invoice Transactions	$65.78
Account **53130 - Medical**				
175 - Monroe County Humane Association, INC	01-bloodwork	06/20/2017	06/30/2017	17.00
5107 - NVA College Mall Veterinary Management INC	01-heartworm treatment-6/1/17	06/20/2017	06/30/2017	320.27
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-6/6/17	06/20/2017	06/30/2017	413.75
		Account **53130 - Medical** Totals	Invoice Transactions	$751.02
Account **53220 - Postage**				

Vendor	Invoice Description		Invoice Date	G/L Date	Invoice Amount
4487 - PMB East, INC (PakMail)	01-BOH shipping-6/12/17		06/20/2017	06/30/2017	40.90
4487 - PMB East, INC (PakMail)	01-BOH shipping-6/5/17		06/20/2017	06/30/2017	46.89
4487 - PMB East, INC (PakMail)	01-BOH shipping-6/7/17		06/20/2017	06/30/2017	20.40
		Account **53220 - Postage** Totals		Invoice Transactions	$108.19
Account **53320 - Advertising**					
13479 - Delphi Signs & Graphics	01-advertising signs for adoption events		06/20/2017	06/30/2017	600.00
		Account **53320 - Advertising** Totals		Invoice Transactions	$600.00
Account **53610 - Building Repairs**					
392 - Koorsen Fire & Security, INC	19-ACC-April 2017 fire alarm inspection	BC-2017-23	06/20/2017	06/30/2017	279.20
		Account **53610 - Building Repairs** Totals		Invoice Transactions	$279.20
Account **53650 - Other Repairs**					
818 - Everywhere Signs, LLC	01-replaced ACC road sign		06/20/2017	06/30/2017	3,800.00
		Account **53650 - Other Repairs** Totals		Invoice Transactions	$3,800.00
Account **53990 - Other Services and Charges**					
5128 - Petkey, LLC	01-microchip registration		06/20/2017	06/30/2017	12.95
		Account **53990 - Other Services and Charges** Totals		Invoice Transactions	$12.95
		Program **010000 - Main** Totals		Invoice Transactions	$8,054.65
		Department **01 - Animal Shelter** Totals		Invoice Transactions	$8,054.65
Department **02 - Public Works**					
Program **020000 - Main**					
Account **46060 - Other Violations**					
Littrell Clark	14-Clark-refund overpayment pkg citation E1700102		06/20/2017	06/30/2017	40.00
		Account **46060 - Other Violations** Totals		Invoice Transactions	$40.00
Account **52110 - Office Supplies**					
5103 - Staples Contract & Commercial, INC	02-record book		06/20/2017	06/30/2017	16.92
		Account **52110 - Office Supplies** Totals		Invoice Transactions	$16.92
Account **52330 - Street , Alley, and Sewer Material**					
19278 - Milestone Contractors, LP	20-surface-Gates Dr/patch-209.43 tons-5/15-5/18/17	BC 2017-16	06/20/2017	06/30/2017	10,052.64
19278 - Milestone Contractors, LP	20-surface-Parkway Dr./patch-459.92 tons-5/30-5/31/17	BC 2017-16	06/20/2017	06/30/2017	22,076.16
19278 - Milestone Contractors, LP	20-surface-Wynnedale/patch-154.40 tons-5/22-5/25/17	BC 2017-16	06/20/2017	06/30/2017	7,411.20
19278 - Milestone Contractors, LP	20-surface-Wynnedale/Owens Dr-233.26 tons-5/22/17	BC 2017-16	06/20/2017	06/30/2017	11,196.48
		Account **52330 - Street , Alley, and Sewer Material** Totals		Invoice Transactions	$50,736.48
Account **53170 - Mgt. Fee, Consultants, and Workshops**					
5938 - Kessler Consulting, INC	02-expenses-May 2017-consulting firm for Sanit. automation		06/20/2017	06/30/2017	1,092.50
		Account **53170 - Mgt. Fee, Consultants, and Workshops** Totals		Invoice Transactions	$1,092.50
Account **53320 - Advertising**					
323 - Hoosier Times, INC	02-public notice-sale of surplus real prop-W. 3rd St		06/20/2017	06/30/2017	35.28
		Account **53320 - Advertising** Totals		Invoice Transactions	$35.28

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
Account **53990 - Other Services and Charges**				
4946 - Steele Commercial Cleaning, INC	19-City Hall-cleaned upstairs hallway carpet	06/20/2017	06/30/2017	545.00
4549 - Kroger Limited Partnership I	02-Collins Retirement-sherbet, lemondade,plates, cups	06/20/2017	06/21/2017	21.96
4549 - Kroger Limited Partnership I	02-Collins Retirement-lemonade, sherbert	06/20/2017	06/21/2017	13.37
199 - Monroe County Government	02-1100 S. Weimer Rd-2017 Spring/Fall prop. taxes-inc. late fee	06/20/2017	06/30/2017	37.58
	Account **53990 - Other Services and Charges** Totals		Invoice Transactions	$617.91
	Program **020000 - Main** Totals		Invoice Transactions	$52,539.09
	Department **02 - Public Works** Totals		Invoice Transactions	$52,539.09
Department **03 - City Clerk**				
Program **030000 - Main**				
Account **52110 - Office Supplies**				
5103 - Staples Contract & Commercial, INC	03-covertible cash & key box	06/20/2017	06/30/2017	12.50
	Account **52110 - Office Supplies** Totals		Invoice Transactions	$12.50
	Program **030000 - Main** Totals		Invoice Transactions	$12.50
	Department **03 - City Clerk** Totals		Invoice Transactions	$12.50
Department **04 - Economic & Sustainable Dev**				
Program **040000 - Main**				
Account **53960 - Grants**				
1138 - BCT Management, INC	04 - BAC 2017 Grant	06/20/2017	06/30/2017	1,450.00
458 - Bloomington Symphony Orchestra	04 - BAC 2017 Grant	06/20/2017	06/30/2017	1,350.00
3946 - Writers Guild at Bloomington, INC	04 2017 BAC Art Grant Award	06/20/2017	06/30/2017	900.00
	Account **53960 - Grants** Totals		Invoice Transactions	$3,700.00
Account **53970 - Mayor's Promotion of Business**				
5936 - Emily E Wilson	04 - ESD portion for Mural Project at 423 S. Washington	06/20/2017	06/30/2017	750.00
5936 - Emily E Wilson	04 - Mural Project on 7th Street	06/20/2017	06/30/2017	650.00
	Account **53970 - Mayor's Promotion of Business** Totals		Invoice Transactions	$1,400.00
	Program **040000 - Main** Totals		Invoice Transactions	$5,100.00
	Department **04 - Economic & Sustainable Dev** Totals		Invoice Transactions	$5,100.00
Department **05 - Common Council**				
Program **050000 - Main**				
Account **52410 - Books**				
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan charges-5/5-6/4/17	06/20/2017	06/30/2017	216.45
	Account **52410 - Books** Totals		Invoice Transactions	$216.45
Account **53910 - Dues and Subscriptions**				
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information Charges-5/1-5/31/17	06/20/2017	06/30/2017	295.99
	Account **53910 - Dues and Subscriptions** Totals		Invoice Transactions	$295.99

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
		Program **050000 - Main** Totals	Invoice Transactions	$512.44
		Department **05 - Common Council** Totals	Invoice Transactions	$512.44
Department **06 - Controller's Office**				
Program **060000 - Main**				
Account **53230 - Travel**				
7624 - Julie A Martindale	06- ILMCT Conference	06/20/2017	06/30/2017	56.00
880 - Jeff McMillian	06-Travel reimbursement for ILMCT Confer. 6/11/17-6/14/17	06/20/2017	06/30/2017	56.00
		Account **53230 - Travel** Totals	Invoice Transactions	$112.00
Account **53730 - Machinery and Equipment Rental**				
371 - Pitney Bowes, INC	06-2017 Postage Meter Rental	06/20/2017	06/30/2017	120.00
		Account **53730 - Machinery and Equipment Rental** Totals	Invoice Transactions	$120.00
		Program **060000 - Main** Totals	Invoice Transactions	$232.00
		Department **06 - Controller's Office** Totals	Invoice Transactions	$232.00
Department **10 - Legal**				
Program **100000 - Main**				
Account **52410 - Books**				
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan charges-5/5-6/4/17	06/20/2017	06/30/2017	1,056.75
		Account **52410 - Books** Totals	Invoice Transactions	$1,056.75
Account **53160 - Instruction**				
259 - Indiana Association Of Cities & Towns (AIM)	10-2017 Municipal Law Seminar-Moore/Rouker/Wheeler	06/20/2017	06/30/2017	300.00
		Account **53160 - Instruction** Totals	Invoice Transactions	$300.00
Account **53310 - Printing**				
199 - Monroe County Government	10-May 2017 copies-fee-7 copies @ $1.00/each	06/20/2017	06/30/2017	7.00
		Account **53310 - Printing** Totals	Invoice Transactions	$7.00
Account **53910 - Dues and Subscriptions**				
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information Charges-5/1-5/31/17	06/20/2017	06/30/2017	1,460.33
		Account **53910 - Dues and Subscriptions** Totals	Invoice Transactions	$1,460.33
		Program **100000 - Main** Totals	Invoice Transactions	$2,824.08
Program **101000 - Human Rights**				
Account **52410 - Books**				
6022 - Simplify Compliance Holdings, LLC (BLR)	10-Family & Medical Leave Handbook	06/20/2017	06/30/2017	536.99
		Account **52410 - Books** Totals	Invoice Transactions	$536.99
		Program **101000 - Human Rights** Totals	Invoice Transactions	$536.99

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
		Department **10 - Legal** Totals	Invoice Transactions	$3,361.07
Department **12 - Human Resources**				
Program **120000 - Main**				
Account **53210 - Telephone**				
13969 - AT&T Mobility II, LLC	12-HR-cell phone charges 5/12-6/11/17	06/20/2017	06/30/2017	26.21
		Account **53210 - Telephone** Totals	Invoice Transactions	$26.21
Account **53310 - Printing**				
6063 - Marcy Lynn Pedersen	12 Reimbursement for Recogniton Event photos	06/20/2017	06/30/2017	11.79
		Account **53310 - Printing** Totals	Invoice Transactions	$11.79
Account **53320 - Advertising**				
323 - Hoosier Times, INC	12 Job ads Inv 43017	06/20/2017	06/30/2017	856.95
323 - Hoosier Times, INC	12 Job Ads Inv 53117 $621.37	06/20/2017	06/30/2017	621.37
		Account **53320 - Advertising** Totals	Invoice Transactions	$1,478.32
Account **53990 - Other Services and Charges**				
4744 - Edenred Commuter Benefit Solutions, LLC	12-Bicycle commuter checks	06/20/2017	06/30/2017	1,260.00
4549 - Kroger Limited Partnership I	12-Refreshments for the Emp. Recognition Event	06/20/2017	06/21/2017	39.63
6063 - Marcy Lynn Pedersen	12 Reimbursement for Recognition Event	06/20/2017	06/30/2017	28.97
		Account **53990 - Other Services and Charges** Totals	Invoice Transactions	$1,328.60
		Program **120000 - Main** Totals	Invoice Transactions	$2,844.92
		Department **12 - Human Resources** Totals	Invoice Transactions	$2,844.92
Department **13 - Planning**				
Program **130000 - Main**				
Account **53210 - Telephone**				
13969 - AT&T Mobility II, LLC	13-P&T-cell phone charges 5/12-6/11/17	06/20/2017	06/30/2017	276.44
		Account **53210 - Telephone** Totals	Invoice Transactions	$276.44
Account **53320 - Advertising**				
323 - Hoosier Times, INC	13-public notices-invitation to quoters, comprehensive plan	06/20/2017	06/30/2017	113.97
		Account **53320 - Advertising** Totals	Invoice Transactions	$113.97
Account **54310 - Improvements Other Than Building**				
818 - Everywhere Signs, LLC	13-Refurbish & Installation_MCCSC Sign (Tri-North)	06/20/2017	06/30/2017	10,200.00
		Account **54310 - Improvements Other Than Building** Totals	Invoice Transactions	$10,200.00
		Program **130000 - Main** Totals	Invoice Transactions	$10,590.41
		Department **13 - Planning** Totals	Invoice Transactions	$10,590.41
Department **19 - Facilities Maintenance**				
Program **190000 - Main**				

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
Account **52210 - Institutional Supplies**				
231 - Indiana University Health Bloomington, INC	19-T. Hays-vaccine Hep B Adult, IM	06/20/2017	06/30/2017	93.00
	Account **52210 - Institutional Supplies** Totals		Invoice Transactions	$93.00
Account **52310 - Building Materials and Supplies**				
395 - Kirby Risk Corp	19-City Hall-stock-4' bulbs	06/20/2017	06/30/2017	111.30
	Account **52310 - Building Materials and Supplies** Totals		Invoice Transactions	$111.30
Account **52420 - Other Supplies**				
4574 - John Deere Financial (Rural King)	19-canopy tent	06/20/2017	06/30/2017	99.99
651 - Engraving & Stamp Center, INC	19-name plate for PW front desk	06/20/2017	06/30/2017	21.88
	Account **52420 - Other Supplies** Totals		Invoice Transactions	$121.87
Account **52430 - Uniforms and Tools**				
4574 - John Deere Financial (Rural King)	19-safety shirts	06/20/2017	06/30/2017	83.91
	Account **52430 - Uniforms and Tools** Totals		Invoice Transactions	$83.91
Account **53610 - Building Repairs**				
912 - Central Security Systems, INC	19-City Hall-com mon w/test-7/1-9/30/17	06/20/2017	06/30/2017	150.00
321 - Harrell Fish, INC	19-City Hall-quarterly planned maintenance contract-June 2017 BC 2015-01	06/20/2017	06/30/2017	1,910.66
321 - Harrell Fish, INC	19-CH-1st floor restroom-labor/equipment camera drain lines	06/20/2017	06/30/2017	726.00
5103 - Staples Contract & Commercial, INC	19-City Hall-Legal Dept-1 office chair	06/20/2017	06/30/2017	211.70
	Account **53610 - Building Repairs** Totals		Invoice Transactions	$2,998.36
Account **53990 - Other Services and Charges**				
4483 - City Lawn Corporation	19-2541 W. 3rd St-mowing 5/10, 5/17 & 5/25/17 BC 2017-31	06/20/2017	06/30/2017	105.00
7402 - Nature's Way, INC	19-City Hall-monthly interior maintenance billing-June 2017	06/20/2017	06/30/2017	336.60
	Account **53990 - Other Services and Charges** Totals		Invoice Transactions	$441.60
	Program **190000 - Main** Totals		Invoice Transactions	$3,850.04
	Department **19 - Facilities Maintenance** Totals		Invoice Transactions	$3,850.04
Department **28 - ITS**				
Program **280000 - Main**				
Account **53640 - Hardware and Software Maintenance**				
11269 - Government Utilities Technology Service, INC	28-GenaWare (GIS) License & Support	06/20/2017	06/30/2017	4,312.50
8750 - Service Express INC	28-Server Maintenance-7/1-9/30/17-City portion of invoice	06/20/2017	06/30/2017	4,332.33
	Account **53640 - Hardware and Software Maintenance** Totals		Invoice Transactions	$8,644.83
	Program **280000 - Main** Totals		Invoice Transactions	$8,644.83
	Department **28 - ITS** Totals		Invoice Transactions	$8,644.83

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
		Fund **101 - General Fund** Totals	Invoice Transactions	$95,741.95
Fund **103 - Restricted Donations**				
Department **06 - Controller's Office**				
Program **400102 - Animal Supplies**				
Account **52210 - Institutional Supplies**				
3929 - IDEXX Laboratories, INC	01-F/F, Parvo tests	06/20/2017	06/30/2017	1,383.05
4633 - Midwest Veterinary Supply, INC	01-syringes, antibiotics, flea treatment	06/20/2017	06/30/2017	713.21
4633 - Midwest Veterinary Supply, INC	01-syringes	06/20/2017	06/30/2017	98.45
		Account **52210 - Institutional Supplies** Totals	Invoice Transactions	$2,194.71
		Program **400102 - Animal Supplies** Totals	Invoice Transactions	$2,194.71
Program **401402 - Explorer Teen Programs**				
Account **52420 - Other Supplies**				
53005 - Menards, INC	14-lumber, etc for obstacle course for Teen Academy	06/20/2017	06/30/2017	150.92
		Account **52420 - Other Supplies** Totals	Invoice Transactions	$150.92
		Program **401402 - Explorer Teen Programs** Totals	Invoice Transactions	$150.92
		Department **06 - Controller's Office** Totals	Invoice Transactions	$2,345.63
		Fund **103 - Restricted Donations** Totals	Invoice Transactions	$2,345.63
Fund **312 - Community Services**				
Department **09 - CFRD**				
Program **090014 - Latino Programs**				
Account **52420 - Other Supplies**				
4549 - Kroger Limited Partnership I	09-Food for Dia Familiar Latino	06/20/2017	06/21/2017	181.93
		Account **52420 - Other Supplies** Totals	Invoice Transactions	$181.93
Account **53990 - Other Services and Charges**				
788 - Bright Rental, LLC (Master Rental Center)	09-CHLA Dia Familiar Latino--Bouncy House	06/20/2017	06/30/2017	186.68
		Account **53990 - Other Services and Charges** Totals	Invoice Transactions	$186.68
		Program **090014 - Latino Programs** Totals	Invoice Transactions	$368.61
		Department **09 - CFRD** Totals	Invoice Transactions	$368.61
		Fund **312 - Community Services** Totals	Invoice Transactions	$368.61
Fund **401 - Non-Reverting Telecommunications**				
Department **25 - Telecommunications**				
Program **256000 - Services**				

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
Account **53150 - Communications Contract**				
4170 - Comcast Cable Communications, INC	28-3940 N Kinser Pike-business cable/internet-6/21-7/20/17	06/20/2017	06/30/2017	116.27
4170 - Comcast Cable Communications, INC	28-3550 N Kinser Pk-business internet 6/16-7/15/17	06/20/2017	06/30/2017	104.85
	Account **53150 - Communications Contract** Totals		Invoice Transactions	$221.12
	Program **256000 - Services** Totals		Invoice Transactions	$221.12
	Department **25 - Telecommunications** Totals		Invoice Transactions	$221.12
	Fund **401 - Non-Reverting Telecommunications** Totals		Invoice Transactions	$221.12
Fund **451 - Motor Vehicle Highway**				
Department **20 - Street**				
Program **200000 - Main**				
Account **52110 - Office Supplies**				
5103 - Staples Contract & Commercial, INC	20-labeler tape, stickies, tape dispenser, tape	06/20/2017	06/30/2017	10.46
5103 - Staples Contract & Commercial, INC	20-electric staples, grip roller pens	06/20/2017	06/30/2017	16.38
	Account **52110 - Office Supplies** Totals		Invoice Transactions	$26.84
Account **52330 - Street , Alley, and Sewer Material**				
334 - Irving Materials, INC	20-425 N. Lincoln-Class A Stone Ash-4.5 cy-5/31/17 BC 2016-12	06/20/2017	06/30/2017	456.75
334 - Irving Materials, INC	20-504 N Lincoln-Class A Stone Ash-3 cy-5/16/17 BC 2016-12	06/20/2017	06/30/2017	304.50
334 - Irving Materials, INC	20-321 N Lincoln-Class A Stone Ash-4 cy-5/15/17 BC 2016-12	06/20/2017	06/30/2017	406.00
334 - Irving Materials, INC	20-221 E. 9th St-Class A Stone-4 cy-5/17/17 BC 2016-12	06/20/2017	06/30/2017	406.00
365 - Rogers Group, INC	20-#11 stone-16.91 tons-5/17/17	06/20/2017	06/30/2017	152.19
365 - Rogers Group, INC	20-#53 stone commercial-15.90 tons-5/31/17	06/20/2017	06/30/2017	93.02
	Account **52330 - Street , Alley, and Sewer Material** Totals		Invoice Transactions	$1,818.46
Account **52340 - Other Repairs and Maintenance**				
603 - Traffic Control Corporation	20- LED 16in PED, Flasher, Monitors	06/20/2017	06/30/2017	2,364.00
3039 - Unistructural Support Systems, LTD	20-Sign Posts	06/20/2017	06/30/2017	3,760.00
	Account **52340 - Other Repairs and Maintenance** Totals		Invoice Transactions	$6,124.00
Account **52420 - Other Supplies**				
409 - Black Lumber Co INC	20-1524 W. 7th-mailbox, reflective numbers	06/20/2017	06/30/2017	54.93
409 - Black Lumber Co INC	20-Cottage Grove/Dunn-materials sump pump extension	06/20/2017	06/30/2017	22.10
793 - Indiana Safety Company, INC	20-36" Asphalt Lute	06/20/2017	06/30/2017	48.62
394 - Kleindorfer Hardware & Variety	20-bolts, washers	06/20/2017	06/30/2017	7.32
394 - Kleindorfer Hardware & Variety	20-Milling Machine-bolts, washers, easy out, drill bits	06/20/2017	06/30/2017	23.80
394 - Kleindorfer Hardware & Variety	20-hanson crayons	06/20/2017	06/30/2017	9.49
394 - Kleindorfer Hardware & Variety	20-6 gal. water can	06/20/2017	06/30/2017	20.49
394 - Kleindorfer Hardware & Variety	20-bolts & nuts	06/20/2017	06/30/2017	3.40
5843 - Pool Enterprises, INC	20-Side boards for dump trucks	06/20/2017	06/30/2017	480.00
3496 - Smith Implements, INC	20-chainsaw oil, 2 gal. mix for chainsaw	06/20/2017	06/30/2017	94.24
	Account **52420 - Other Supplies** Totals		Invoice Transactions	$764.39
Account **53130 - Medical**				

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
231 - Indiana University Health Bloomington, INC	20-S. Lopossa-drug screen DOT 5 Panel E Screen	06/20/2017	06/30/2017	43.00
231 - Indiana University Health Bloomington, INC	20-D. James-Drug Screen DOT 5 Panel E Screen	06/20/2017	06/30/2017	43.00
231 - Indiana University Health Bloomington, INC	20-D. Bitner-drug screen DOT 5 Panel E screen	06/20/2017	06/30/2017	43.00
231 - Indiana University Health Bloomington, INC	20-S. Henderson-Drug screen DOT 5 Panel E Screen	06/20/2017	06/30/2017	43.00
231 - Indiana University Health Bloomington, INC	20-G. Henson-Drug screen DOT 5 Panel E screen	06/20/2017	06/30/2017	43.00
		Account **53130 - Medical** Totals	Invoice Transactions	$215.00
Account **53250 - Pagers**				
332 - Indiana Paging Network, INC	20-pagers-July 2017	06/20/2017	06/30/2017	86.76
		Account **53250 - Pagers** Totals	Invoice Transactions	$86.76
Account **53920 - Laundry and Other Sanitation Services**				
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels-6/7/17	06/20/2017	06/30/2017	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels-5/31/17	06/20/2017	06/30/2017	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-5/31/17	06/20/2017	06/30/2017	20.74
		Account **53920 - Laundry and Other Sanitation Services** Totals	Invoice Transactions	$73.52
Account **53990 - Other Services and Charges**				
Penny Roberts	20-Damage to 2011 Subaru Impreza Outback	06/20/2017	06/30/2017	866.90
902 - Indiana Underground Plant Protection Service, INC	20-811 call before you dig tickets-April 2017-799 tickets	06/20/2017	06/30/2017	759.50
6152 - K&S Rolloff, INC	20-rolloff price/delivery-6/5/17	06/20/2017	06/30/2017	150.00
20275 - The Travelers Indemnity	20-K. Russell-addt'l payment for accident-F. Love-1/5/17	06/20/2017	06/30/2017	350.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-5/9/17	06/20/2017	06/30/2017	150.00
		Account **53990 - Other Services and Charges** Totals	Invoice Transactions	$2,276.40
		Program **200000 - Main** Totals	Invoice Transactions	$11,385.37
		Department **20 - Street** Totals	Invoice Transactions	$11,385.37
		Fund **451 - Motor Vehicle Highway** Totals	Invoice Transactions	$11,385.37

Fund **452 - Parking Facilities**
Department **26 - Parking**
Program **260000 - Main**
Account **43160 - Lot/Garage Leases - Annual**

Michael Beck	26-Beck-refund parking garage pass-June 2017	06/20/2017	06/30/2017	67.00

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
Patricia Berghoff	26-Berghoff-refund parking garage pass-June 2017	06/20/2017	06/30/2017	67.00
Olivia Hauser	26-Hauser-refund parking garage pass-June 2017	06/20/2017	06/30/2017	67.00
Kathleen Kurschner	26-Kurschner-refund parking garage pass-June 2017	06/20/2017	06/30/2017	67.00
	Account **43160 - Lot/Garage Leases - Annual** Totals		Invoice Transactions	$268.00
Account **52210 - Institutional Supplies**				
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-4 brooms	06/20/2017	06/30/2017	37.96
	Account **52210 - Institutional Supplies** Totals		Invoice Transactions	$37.96
Account **52430 - Uniforms and Tools**				
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-masonry bit, screws	06/20/2017	06/30/2017	8.29
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-adapter bit	06/20/2017	06/30/2017	1.49
53005 - Menards, INC	26-Pkg Garages-lawn mower, weed eater, recip saw, grinder	06/20/2017	06/30/2017	423.47
	Account **52430 - Uniforms and Tools** Totals		Invoice Transactions	$433.25
Account **53210 - Telephone**				
13969 - AT&T Mobility II, LLC	26-Pkg Garages-cell phone charges 5/12-6/11/17	06/20/2017	06/30/2017	133.43
50972 - CDW, LLC	26-Pkg Garages-otterbox	06/20/2017	06/30/2017	47.13
	Account **53210 - Telephone** Totals		Invoice Transactions	$180.56
Account **53530 - Water and Sewer**				
208 - City Of Bloomington Utilities	26-4th St Garage-water/sewer bill-May 2017	06/20/2017	06/30/2017	37.11
208 - City Of Bloomington Utilities	26-Morton St Garage-water/sewer bill May 2017	06/20/2017	06/30/2017	25.68
	Account **53530 - Water and Sewer** Totals		Invoice Transactions	$62.79
Account **53610 - Building Repairs**				
204 - State Of Indiana	19-4th St Garage-elevator contract-inv date 4/24/17	06/20/2017	06/30/2017	120.00
227 - Otis Elevator Company	26-Morton St Garage-emergency elevator repair-5/5/17	06/20/2017	06/30/2017	2,860.00
	Account **53610 - Building Repairs** Totals		Invoice Transactions	$2,980.00
	Program **260000 - Main** Totals		Invoice Transactions	$3,962.56
	Department **26 - Parking** Totals		Invoice Transactions	$3,962.56
	Fund **452 - Parking Facilities** Totals		Invoice Transactions	$3,962.56
Fund **454 - Alternative Transportation**				
Department **02 - Public Works**				
Program **020000 - Main**				
Account **46060 - Other Violations**				
Rebecca McGuire	14-McGuire-refund overpayment pkg citation M1604857 & M1604874	06/20/2017	06/30/2017	80.00
Caralyn O'Dea	14-O'Dea-refund overpayment pkg citation D1702939	06/20/2017	06/30/2017	40.00
4066 - Capital Recovery Systems, INC	26-refund fees chgd to client for M1604857/M1604874/M1700654	06/20/2017	06/30/2017	36.00
Elizabeth A. Jackson	14-Jackson-refund overpayment pkg citation M1701117	06/20/2017	06/30/2017	40.00
	Account **46060 - Other Violations** Totals		Invoice Transactions	$196.00
Account **52420 - Other Supplies**				

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
9523 - Freedom Business Solutions, LLC	06-Toner Replacement (2)	06/20/2017	06/30/2017	135.00
	Account **52420 - Other Supplies** Totals		Invoice Transactions	$135.00
Account **54310 - Improvements Other Than Building**				
5822 - Crawford, Murphy & Tilly, INC	13-Moores Pk SW/Ped Crossing-Design-serv thru 4/28/17	06/20/2017	06/30/2017	2,320.40
	Account **54310 - Improvements Other Than Building** Totals		Invoice Transactions	$2,320.40
	Program **020000 - Main** Totals		Invoice Transactions	$2,651.40
	Department **02 - Public Works** Totals		Invoice Transactions	$2,651.40
	Fund **454 - Alternative Transportation** Totals		Invoice Transactions	$2,651.40
Fund **601 - Cum Cap Development**				
Department **02 - Public Works**				
Program **020000 - Main**				
Account **52330 - Street , Alley, and Sewer Material**				
19278 - Milestone Contractors, LP	20-tack-475 gallons-5/9/17 BC 2017-16	06/20/2017	06/30/2017	1,662.50
	Account **52330 - Street , Alley, and Sewer Material** Totals		Invoice Transactions	$1,662.50
Account **53110 - Engineering and Architectural**				
399 - American Structurepoint, INC	13-Traffic Signal Re-timing Proj.-5/1-5/31/17 BC 2015-55	06/20/2017	06/30/2017	10,587.00
3663 - WSP USA, INC	13-3rd/Woodscrest Intersection-Design-12/31/16-6/2/17	06/20/2017	06/30/2017	1,124.82
	Account **53110 - Engineering and Architectural** Totals		Invoice Transactions	$11,711.82
Account **54110 - Land Purchase**				
FindCan Properties, LLC	13-Tapp Road & Rockport Right of Way	06/20/2017	06/30/2017	1,120.00
Winslow & Walnut, LLC	13-ROW Winslow Road & Henderson Sidepath	06/20/2017	06/30/2017	26,500.00
1380 - DLZ Indiana, LLC	13-Tapp/Rockport Rd-4/15-5/12/17 BC 2016-38	06/20/2017	06/30/2017	7,232.00
	Account **54110 - Land Purchase** Totals		Invoice Transactions	$34,852.00
Account **54310 - Improvements Other Than Building**				
19362 - CrossRoad Engineers, PC	13-Old 37/Dunn (Insp. Services)-4/29-6/2/17 BC 2015-47	06/20/2017	06/30/2017	1,881.03
	Account **54310 - Improvements Other Than Building** Totals		Invoice Transactions	$1,881.03
	Program **020000 - Main** Totals		Invoice Transactions	$50,107.35
	Department **02 - Public Works** Totals		Invoice Transactions	$50,107.35
	Fund **601 - Cum Cap Development** Totals		Invoice Transactions	$50,107.35
Fund **730 - Solid Waste**				
Department **16 - Sanitation**				
Program **160000 - Main**				
Account **52110 - Office Supplies**				
5103 - Staples Contract & Commercial, INC	16-#10 envelopes, post-it flags, manila file folders	06/20/2017	06/30/2017	66.31
	Account **52110 - Office Supplies** Totals		Invoice Transactions	$66.31

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
Account **52430 - Uniforms and Tools**				
313 - Fastenal Company	16-vending machine stock-gloves, ear plugs	06/20/2017	06/30/2017	530.19
		Account **52430 - Uniforms and Tools** Totals	Invoice Transactions	$530.19
Account **53130 - Medical**				
231 - Indiana University Health Bloomington, INC	16-B. Elkins-vaccine Hep B/admin toxoid	06/20/2017	06/30/2017	93.00
		Account **53130 - Medical** Totals	Invoice Transactions	$93.00
Account **53240 - Freight / Other**				
5103 - Staples Contract & Commercial, INC	16-black markers	06/20/2017	06/30/2017	2.34
		Account **53240 - Freight / Other** Totals	Invoice Transactions	$2.34
Account **53610 - Building Repairs**				
321 - Harrell Fish, INC	19-Sanitation-labor/materials to service furnace	06/20/2017	06/30/2017	74.42
392 - Koorsen Fire & Security, INC	19-Sanitation-quarterly billing fire alarm-7/1-9/30/17 BC 2017-23	06/20/2017	06/30/2017	93.18
		Account **53610 - Building Repairs** Totals	Invoice Transactions	$167.60
Account **53920 - Laundry and Other Sanitation Services**				
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-6/7/17	06/20/2017	06/30/2017	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-6/7/17	06/20/2017	06/30/2017	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-5/31/17	06/20/2017	06/30/2017	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-5/31/17	06/20/2017	06/30/2017	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-6/14/17	06/20/2017	06/30/2017	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-6/14/17	06/20/2017	06/30/2017	7.49
		Account **53920 - Laundry and Other Sanitation Services** Totals	Invoice Transactions	$118.08
Account **53950 - Landfill**				
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-5/16-5/31/17	06/20/2017	06/30/2017	11,296.80
		Account **53950 - Landfill** Totals	Invoice Transactions	$11,296.80
		Program **160000 - Main** Totals	Invoice Transactions	$12,274.32
		Department **16 - Sanitation** Totals	Invoice Transactions	$12,274.32
		Fund **730 - Solid Waste** Totals	Invoice Transactions	$12,274.32
Fund **800 - Risk Management**				
Department **10 - Legal**				
Program **100000 - Main**				
Account **52110 - Office Supplies**				
5103 - Staples Contract & Commercial, INC	10-hand sanitizer	06/20/2017	06/30/2017	19.96
5103 - Staples Contract & Commercial, INC	10-sakura blister card gelly roll ink pen set	06/20/2017	06/30/2017	15.34

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
		Account **52110 - Office Supplies** Totals	Invoice Transactions	$35.30
Account **52420 - Other Supplies**				
4142 - Emergency Medical Products, INC	10-first aid only 1041 PC 3 shelf MTL First Aid Station	06/20/2017	06/30/2017	151.69
		Account **52420 - Other Supplies** Totals	Invoice Transactions	$151.69
Account **52430 - Uniforms and Tools**				
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-M. Courter	06/20/2017	06/30/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-T. Stephens	06/20/2017	06/30/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. Cox	06/20/2017	06/30/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-G. May	06/20/2017	06/30/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-M. Young	06/20/2017	06/30/2017	97.50
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-S. Henson	06/20/2017	06/30/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-A. Edwards	06/20/2017	06/30/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-E. Love	06/20/2017	06/30/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-R. Moore	06/20/2017	06/30/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. Morris	06/20/2017	06/30/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-S. Henderson	06/20/2017	06/30/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. Moore	06/20/2017	06/30/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-B. Rushton	06/20/2017	06/30/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-T. Todd	06/20/2017	06/30/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-L. Combs	06/20/2017	06/30/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-J. Langley	06/20/2017	06/30/2017	99.99
327 - Hoosier Workwear Outlet, INC	10-safety shoes-D. Ruble	06/20/2017	06/30/2017	79.99
327 - Hoosier Workwear Outlet, INC	10-safety shoes-N. Mosier	06/20/2017	06/30/2017	99.99
327 - Hoosier Workwear Outlet, INC	10-safety shoes-B. Prince	06/20/2017	06/30/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-B. Jackson	06/20/2017	06/30/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-D. Eads	06/20/2017	06/30/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-N. Campbell	06/20/2017	06/30/2017	99.99
327 - Hoosier Workwear Outlet, INC	10-safety shoes-L. Huss	06/20/2017	06/30/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-D. Bitner	06/20/2017	06/30/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-T. Crowe	06/20/2017	06/30/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-J. Linwood	06/20/2017	06/30/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-M. Smethurst	06/20/2017	06/30/2017	79.99
327 - Hoosier Workwear Outlet, INC	10-safety shoes-M. Kinser	06/20/2017	06/30/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-L. McAte	06/20/2017	06/30/2017	99.99
327 - Hoosier Workwear Outlet, INC	10-safety shoes-M. Bradley	06/20/2017	06/30/2017	99.99
327 - Hoosier Workwear Outlet, INC	10-safety shoes-J. Tamawetz	06/20/2017	06/30/2017	99.99
54207 - Smith's Shoe Center	10-safety shoes for City employees	06/20/2017	06/30/2017	1,754.48
		Account **52430 - Uniforms and Tools** Totals	Invoice Transactions	$4,811.90
Account **53160 - Instruction**				
259 - Indiana Association Of Cities & Towns (AIM)	10-2017 Municipal Law Seminar-Moore/Rouker/Wheeler	06/20/2017	06/30/2017	400.00
		Account **53160 - Instruction** Totals	Invoice Transactions	$400.00
		Program **100000 - Main** Totals	Invoice Transactions	$5,398.89
		Department **10 - Legal** Totals	Invoice Transactions	$5,398.89

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
	Fund **800 - Risk Management** Totals		Invoice Transactions	$5,398.89
Fund **801 - Health Insurance Trust**				
Department **12 - Human Resources**				
Program **120000 - Main**				
Account **53990 - Other Services and Charges**				
3977 - Cigna Health & Life Insurance Company	12-June 2017 Cigna Dental&Vision Admin Fees $9,155.37	06/20/2017	06/30/2017	2,363.11
17785 - The Howard E. Nyhart Company, INC	12-FYE 12/31/16 GASB 45 Valuation $3,500	06/20/2017	06/30/2017	3,500.00
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fee FSA/HSA Gym/Massage for 2017	06/20/2017	06/30/2017	1,073.25
	Account **53990 - Other Services and Charges** Totals		Invoice Transactions	$6,936.36
Account **53990.1201 - Other Services and Charges Health Insurance**				
17785 - The Howard E. Nyhart Company, INC	12-HSA Employer Contributin $777.00	06/20/2017	06/20/2017	777.00
	Account **53990.1201 - Other Services and Charges Health Insurance** Totals		Invoice Transactions	$777.00
	Program **120000 - Main** Totals		Invoice Transactions	$7,713.36
	Department **12 - Human Resources** Totals		Invoice Transactions	$7,713.36
	Fund **801 - Health Insurance Trust** Totals		Invoice Transactions	$7,713.36
Fund **802 - Fleet Maintenance**				
Department **17 - Fleet Maintenance**				
Program **170000 - Main**				
Account **52110 - Office Supplies**				
5103 - Staples Contract & Commercial, INC	17-perforated writing pad, top-loading sheet protectors	06/20/2017	06/30/2017	6.47
	Account **52110 - Office Supplies** Totals		Invoice Transactions	$6.47
Account **52230 - Garage and Motor Supplies**				
50605 - Bauer Built, INC	17-tires-	06/20/2017	06/30/2017	1,180.96
4693 - Monroe County Tire & Supply, INC	17-tires-6" Year Wrangler at ADV 10P BLK	06/20/2017	06/30/2017	158.72
4693 - Monroe County Tire & Supply, INC	17-tires-6" year wrangler at ADV 10P BW	06/20/2017	06/30/2017	589.64
4693 - Monroe County Tire & Supply, INC	17-tires-6" year assurance A/S BLK 98T	06/20/2017	06/30/2017	120.50
4693 - Monroe County Tire & Supply, INC	17-TIRES	06/20/2017	06/30/2017	15.00
	Account **52230 - Garage and Motor Supplies** Totals		Invoice Transactions	$2,064.82
Account **52240 - Fuel and Oil**				
613 - Hoosier Penn Oil Company, INC	17-FLUIDS, OIL BC 2017-32	06/20/2017	06/30/2017	804.11
349 - White River Cooperative, INC	17-Fuel-B-20 PDX4ON-7,251 gallons BC 2016-56D	06/20/2017	06/30/2017	12,817.59
	Account **52240 - Fuel and Oil** Totals		Invoice Transactions	$13,621.70
Account **52320 - Motor Vehicle Repair**				
4574 - John Deere Financial (Rural King)	17-STOCK DEF	06/20/2017	06/30/2017	90.87

Board of Public Works Claim Register

Invoice Date Range 06/20/17 - 06/30/17

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
4150 - Alexander's LLC	17-#899 BRAKE AWAY KIT	06/20/2017	06/30/2017	48.00
409 - Black Lumber Co INC	17-roundup	06/20/2017	06/30/2017	31.97
409 - Black Lumber Co INC	17-MISC HARDWARE, SHOP, DNI	06/20/2017	06/30/2017	7.99
244 - Bloomington Ford, INC	17-#1 DIAGNOSTIC	06/20/2017	06/30/2017	106.82
244 - Bloomington Ford, INC	17-#135 STUDS	06/20/2017	06/30/2017	7.32
244 - Bloomington Ford, INC	17-#135 CAT CONVER, O2 SENSORS, GASKET AND NUTS	06/20/2017	06/30/2017	445.12
244 - Bloomington Ford, INC	17-#865 TRANS LEVER AND HARDWARE	06/20/2017	06/30/2017	70.39
244 - Bloomington Ford, INC	17-BRAKE FLUID	06/20/2017	06/30/2017	47.88
244 - Bloomington Ford, INC	17-STOCK	06/20/2017	06/30/2017	23.89
5481 - Bright Equipment, INC (BobCat of Indy)	17-#469 ANGLE BROOM COVER	06/20/2017	06/30/2017	877.57
5481 - Bright Equipment, INC (BobCat of Indy)	17-PARTS RETURN	06/20/2017	06/30/2017	(73.10)
5481 - Bright Equipment, INC (BobCat of Indy)	17-#705 HINGE	06/20/2017	06/30/2017	7.32
4335 - Circle Distributing, INC	17-MISC PARTS	06/20/2017	06/30/2017	233.43
4335 - Circle Distributing, INC	17-MISC PARTS	06/20/2017	06/30/2017	179.22
4335 - Circle Distributing, INC	17-MISC PARTS	06/20/2017	06/30/2017	51.26
4335 - Circle Distributing, INC	17-BATTERY CORE RETURNS	06/20/2017	06/30/2017	(126.97)
4335 - Circle Distributing, INC	17-MISC PARTS	06/20/2017	06/30/2017	217.94
4335 - Circle Distributing, INC	17-MISC PARTS	06/20/2017	06/30/2017	166.97
4466 - Clarke Power Services, INC	17 - REPAIRS OF FIRE TRUCK - PARTS/LABOR	06/20/2017	06/30/2017	8,323.75
11545 - Ferrara Fire Apparatus, INC	17-#340 DOSER, CLAMPS AND GASKETS	06/20/2017	06/30/2017	1,225.18
4992 - Fleetpride, INC	17-#955 BRAKE SHOES	06/20/2017	06/30/2017	322.18
455 - Industrial Service & Supply, INC	17-#657 HYD HOSE AND FITTINGS	06/20/2017	06/30/2017	144.12
455 - Industrial Service & Supply, INC	17-#623 HYD HOSE AND FITTINGS	06/20/2017	06/30/2017	106.96
796 - Interstate Battery System of Bloomington, INC	17-batteries-31-MHD/MT-34/MT-58/MT-58R	06/20/2017	06/30/2017	852.66
4439 - JX Enterprises, INC	17-#4221 DIFF LOCK INDICATOR SWITCH	06/20/2017	06/30/2017	63.36
2974 - MacAllister Machinery Co, INC	17 - #449 PINS AND GREASE ADAPTER	06/20/2017	06/30/2017	94.86
2974 - MacAllister Machinery Co, INC	17-#646 QUICK COUPLER AND ORING	06/20/2017	06/30/2017	106.19
2974 - MacAllister Machinery Co, INC	17-#657 BELTS	06/20/2017	06/30/2017	44.06
2974 - MacAllister Machinery Co, INC	17-#657 BELTS	06/20/2017	06/30/2017	10.00
787 - Motor Service Corporation	17-wiper blades, mini bulb, 22 exact fit	06/20/2017	06/30/2017	83.52
787 - Motor Service Corporation	17-serp belt-poly rib	06/20/2017	06/30/2017	21.07
787 - Motor Service Corporation	17-BWP Fltrun Micro-v	06/20/2017	06/30/2017	37.28
787 - Motor Service Corporation	17-MISC PARTS	06/20/2017	06/30/2017	41.59
53385 - O'Reilly Automotive Stores, INC	17-#4741 CARRYOUT	06/20/2017	06/30/2017	15.99
4547 - Riddle Tractor Sales, INC	17-#483 IGNITION SWITCH	06/20/2017	06/30/2017	34.93
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17-May 2017 invoices for parts	06/20/2017	06/30/2017	3,835.92
54351 - Sternberg, INC	17-774/STOCK FILTERS	06/20/2017	06/30/2017	114.12
54351 - Sternberg, INC	17-#938 AIR FILTER	06/20/2017	06/30/2017	77.38
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-#391 TURN SIGNAL ARROW	06/20/2017	06/30/2017	142.69
2096 - West Side Tractor Sales Co.	17 - ENGINE REBUILD - LABOR/PARTS	06/20/2017	06/30/2017	5,159.56
2096 - West Side Tractor Sales Co.	17 - 454 ENGINE REPLACEMENT PARTS/LABOR	06/20/2017	06/30/2017	15,711.56
2096 - West Side Tractor Sales Co.	17 - #604 TRAILER REPAIR-PARTS/LABOR	06/20/2017	06/30/2017	3,032.56
2096 - West Side Tractor Sales Co.	17-#623 NEW CYLINDER	06/20/2017	06/30/2017	2,661.83
2096 - West Side Tractor Sales Co.	17-stock-fangg tooth, pin	06/20/2017	06/30/2017	91.40

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
		Account **52320 - Motor Vehicle Repair** Totals	Invoice Transactions	$44,768.61
Account **52420 - Other Supplies**				
4767 - Johnny Eugene Brown	17 - update for snap on scanner	06/20/2017	06/30/2017	1,299.00
313 - Fastenal Company	17 - SHOP SUPPLIES - TIE DOWN STRAPS	06/20/2017	06/30/2017	27.49
177 - Indiana Oxygen Co	17 - GASES AND WELDING SUPPLIES	06/20/2017	06/30/2017	7.75
		Account **52420 - Other Supplies** Totals	Invoice Transactions	$1,334.24
Account **53130 - Medical**				
231 - Indiana University Health Bloomington, INC	17-B. Rushton-drug screen DOT 5 Panel E Screen	06/20/2017	06/30/2017	43.00
		Account **53130 - Medical** Totals	Invoice Transactions	$43.00
Account **53610 - Building Repairs**				
321 - Harrell Fish, INC	19-Fleet Maint-remove & replace split system	06/20/2017	06/30/2017	7,350.00
321 - Harrell Fish, INC	19-Fleet Maint-semi-annual testing of BFP	06/20/2017	06/30/2017	92.00
		Account **53610 - Building Repairs** Totals	Invoice Transactions	$7,442.00
Account **53620 - Motor Repairs**				
244 - Bloomington Ford, INC	17 - #01 BRAKE FLUSH	06/20/2017	06/30/2017	232.56
244 - Bloomington Ford, INC	17 - #120 TRUNK LOCK CYLINDER	06/20/2017	06/30/2017	54.00
4474 - Ken's Westside Service & Towing, LLC	17-towing service-2003 GMC-Yellow-6/8/17	06/20/2017	06/30/2017	225.00
4474 - Ken's Westside Service & Towing, LLC	17-TOWING SERVICE	06/20/2017	06/30/2017	50.00
2096 - West Side Tractor Sales Co.	17 - ENGINE REBUILD - LABOR/PARTS	06/20/2017	06/30/2017	2,736.00
2096 - West Side Tractor Sales Co.	17 - 454 ENGINE REPLACEMENT PARTS/LABOR	06/20/2017	06/30/2017	1,880.55
2096 - West Side Tractor Sales Co.	17 - #604 TRAILER REPAIR-PARTS/LABOR	06/20/2017	06/30/2017	4,800.00
		Account **53620 - Motor Repairs** Totals	Invoice Transactions	$9,978.11
Account **53920 - Laundry and Other Sanitation Services**				
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-6/7/17	06/20/2017	06/30/2017	13.32
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel services-6/7/17	06/20/2017	06/30/2017	66.61
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel services-6/14/17	06/20/2017	06/30/2017	65.31
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-6/14/17	06/20/2017	06/30/2017	13.32
		Account **53920 - Laundry and Other Sanitation Services** Totals	Invoice Transactions	$158.56
		Program **170000 - Main** Totals	Invoice Transactions	$79,417.51
		Department **17 - Fleet Maintenance** Totals	Invoice Transactions	$79,417.51
		Fund **802 - Fleet Maintenance** Totals	Invoice Transactions	$79,417.51

Fund **804 - Insurance Voluntary Trust**
Department **12 - Human Resources**
Program **120000 - Main**

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
Account **53990.1241 - Other Services and Charges Vision**				
3977 - Cigna Health & Life Insurance Company	12-June 2017 Cigna Dental&Vision Admin Fees $9,155.37	06/20/2017	06/30/2017	6,792.26
	Account **53990.1241 - Other Services and Charges Vision** Totals		Invoice Transactions	$6,792.26
Account **53990.1271 - Other Services and Charges Section 125 - URM- City**				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 2017	06/20/2017	06/20/2017	65.00
17785 - The Howard E. Nyhart Company, INC	12-City DDC/URM	06/20/2017	06/20/2017	315.00
	Account **53990.1271 - Other Services and Charges Section 125 - URM- City** Totals		Invoice Transactions	$380.00
Account **53990.1272 - Other Services and Charges Section 125 - DDC- City**				
17785 - The Howard E. Nyhart Company, INC	12-City DDC/URM	06/20/2017	06/20/2017	322.00
	Account **53990.1272 - Other Services and Charges Section 125 - DDC- City** Totals		Invoice Transactions	$322.00
Account **53990.1281 - Other Services and Charges Section 125 - URM- Util**				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 2017	06/20/2017	06/20/2017	53.95
	Account **53990.1281 - Other Services and Charges Section 125 - URM- Util** Totals		Invoice Transactions	$53.95
	Program **120000 - Main** Totals		Invoice Transactions	$7,548.21
	Department **12 - Human Resources** Totals		Invoice Transactions	$7,548.21
	Fund **804 - Insurance Voluntary Trust** Totals		Invoice Transactions	$7,548.21
Fund **805 - Unemployment Comp Non-Reverting**				
Department **12 - Human Resources**				
Program **120000 - Main**				
Account **53990 - Other Services and Charges**				
204 - State Of Indiana	12 Unemployment for April/May 2017	06/20/2017	06/30/2017	1,989.00
	Account **53990 - Other Services and Charges** Totals		Invoice Transactions	$1,989.00
	Program **120000 - Main** Totals		Invoice Transactions	$1,989.00
	Department **12 - Human Resources** Totals		Invoice Transactions	$1,989.00
	Fund **805 - Unemployment Comp Non-Reverting** Totals		Invoice Transactions	$1,989.00
			Invoice Transactions	$281,125.28

Board Of Public Works Claim Register for IU RR Woodlawn Escrow

Invoice Date Range 06/20/17 - 06/30/17

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **257 - IU RR Woodlawn Escrow**										
Account **10000 - Cash**										
399 - American Structurepoint, INC	96193	06-Woodlawn Crossing 4-1-17 to 4-30-17	Paid by EFT # 28		06/20/2017	06/20/2017	06/30/2017		06/30/2017	(862.50)
					Account **10000 - Cash** Totals			Invoice Transactions 1		($862.50)
Department **13 - Planning**										
Program **130000 - Main**										
Account **53170 - Mgt. Fee, Consultants, and Workshops**										
399 - American Structurepoint, INC	96193	06-Woodlawn Crossing 4-1-17 to 4-30-17	Paid by EFT # 28		06/20/2017	06/20/2017	06/30/2017		06/30/2017	862.50
					Account **53170 - Mgt. Fee, Consultants, and Workshops** Totals			Invoice Transactions 1		$862.50
					Program **130000 - Main** Totals			Invoice Transactions 1		$862.50
					Department **13 - Planning** Totals			Invoice Transactions 1		$862.50
					Fund **257 - IU RR Woodlawn Escrow** Totals			Invoice Transactions 2		$0.00
					Grand Totals			Invoice Transactions 2		$0.00

Board of Public Works Claim Register

Invoice Date Range 06/14/17 - 06/16/17
Utility Checks

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**										
Department **01 - Animal Shelter**										
Program **010000 - Main**										
Account **53530 - Water and Sewer**										
208 - City Of Bloomington Utilities	15379001062717	01-53530 Water and Sewer	Paid by Check # 65676		06/14/2017	06/14/2017	06/14/2017		06/15/2017	510.89
				Account **53530 - Water and Sewer** Totals				Invoice Transactions 1		$510.89
Account **53540 - Natural Gas**										
222 - Vectren	52501954200608 17	19-Gas	Paid by Check # 65685		06/14/2017	06/14/2017	06/14/2017		06/15/2017	1,038.07
				Account **53540 - Natural Gas** Totals				Invoice Transactions 1		$1,038.07
				Program **010000 - Main** Totals				Invoice Transactions 2		$1,548.96
				Department **01 - Animal Shelter** Totals				Invoice Transactions 2		$1,548.96
Department **19 - Facilities Maintenance**										
Program **190000 - Main**										
Account **53530 - Water and Sewer**										
208 - City Of Bloomington Utilities	5008001062717	19-City Hall Water and Sewer	Paid by Check # 65676		06/14/2017	06/14/2017	06/14/2017		06/15/2017	708.12
208 - City Of Bloomington Utilities	20024900106271 7	19-City Hall Water and Sewer	Paid by Check # 65676		06/14/2017	06/14/2017	06/14/2017		06/15/2017	12.89
				Account **53530 - Water and Sewer** Totals				Invoice Transactions 2		$721.01
				Program **190000 - Main** Totals				Invoice Transactions 2		$721.01
				Department **19 - Facilities Maintenance** Totals				Invoice Transactions 2		$721.01
				Fund **101 - General Fund** Totals				Invoice Transactions 4		$2,269.97
Fund **450 - Local Road and Street**										
Department **20 - Street**										
Program **200000 - Main**										
Account **53520 - Street Lights / Traffic Signals**										
223 - Duke Energy	02037250160622 17	20-Street Light Summary	Paid by Check # 65683		06/14/2017	06/14/2017	06/14/2017		06/15/2017	35,161.24
				Account **53520 - Street Lights / Traffic Signals** Totals				Invoice Transactions 1		$35,161.24
				Program **200000 - Main** Totals				Invoice Transactions 1		$35,161.24
				Department **20 - Street** Totals				Invoice Transactions 1		$35,161.24
				Fund **450 - Local Road and Street** Totals				Invoice Transactions 1		$35,161.24
Fund **451 - Motor Vehicle Highway**										
Department **20 - Street**										
Program **200000 - Main**										
Account **53530 - Water and Sewer**										
208 - City Of Bloomington Utilities	16073002062717	20-Water/Sewer Services	Paid by Check # 65676		06/14/2017	06/14/2017	06/14/2017		06/15/2017	125.28
208 - City Of Bloomington Utilities	13885002062717	20-Water/Sewer Services	Paid by Check # 65676		06/14/2017	06/14/2017	06/14/2017		06/15/2017	34.73
				Account **53530 - Water and Sewer** Totals				Invoice Transactions 2		$160.01
Account **53540 - Natural Gas**										
222 - Vectren	52414143060617	19-Traffic Bldg-gas bill 5/1-6/6/17	Paid by Check # 65693		06/14/2017	06/14/2017	06/14/2017		06/15/2017	71.69
222 - Vectren	52418247060617	19-Street Dept-gas bill 5/1-6/6/17	Paid by Check # 65693		06/14/2017	06/14/2017	06/14/2017		06/15/2017	89.51
				Account **53540 - Natural Gas** Totals				Invoice Transactions 2		$161.20
				Program **200000 - Main** Totals				Invoice Transactions 4		$321.21
				Department **20 - Street** Totals				Invoice Transactions 4		$321.21
				Fund **451 - Motor Vehicle Highway** Totals				Invoice Transactions 4		$321.21
Fund **452 - Parking Facilities**										
Department **26 - Parking**										
Program **260000 - Main**										
Account **53210 - Telephone**										
1079 - AT&T	812334979006-17	26-Pkg Garages-phone charges 5/8-6/7/17-	Paid by Check # 65673		06/14/2017	06/14/2017	06/14/2017		06/15/2017	368.93
				Account **53210 - Telephone** Totals				Invoice Transactions 1		$368.93
				Program **260000 - Main** Totals				Invoice Transactions 1		$368.93
				Department **26 - Parking** Totals				Invoice Transactions 1		$368.93
				Fund **452 - Parking Facilities** Totals				Invoice Transactions 1		$368.93
Fund **730 - Solid Waste**										
Department **16 - Sanitation**										
Program **160000 - Main**										
Account **53530 - Water and Sewer**										
208 - City Of Bloomington Utilities	35661002062717	16-Utilities	Paid by Check # 65676		06/14/2017	06/14/2017	06/14/2017		06/15/2017	90.59
				Account **53530 - Water and Sewer** Totals				Invoice Transactions 1		$90.59
Account **53540 - Natural Gas**										
222 - Vectren	02501954400608 17	16-Gas	Paid by Check # 65684		06/14/2017	06/14/2017	06/14/2017		06/15/2017	50.32
				Account **53540 - Natural Gas** Totals				Invoice Transactions 1		$50.32
				Program **160000 - Main** Totals				Invoice Transactions 2		$140.91
				Department **16 - Sanitation** Totals				Invoice Transactions 2		$140.91
				Fund **730 - Solid Waste** Totals				Invoice Transactions 2		$140.91
Fund **802 - Fleet Maintenance**										
Department **17 - Fleet Maintenance**										
Program **170000 - Main**										
Account **53530 - Water and Sewer**										
208 - City Of Bloomington Utilities	10159002062717	17 - WATER AND SEWER	Paid by Check # 65676		06/14/2017	06/14/2017	06/14/2017		06/15/2017	95.60
				Account **53530 - Water and Sewer** Totals				Invoice Transactions 1		$95.60
Account **53540 - Natural Gas**										
222 - Vectren	51863666060617	19-Fleet Maint-gas bill 5/1-6/6/17	Paid by Check # 65693		06/14/2017	06/14/2017	06/14/2017		06/15/2017	101.44
				Account **53540 - Natural Gas** Totals				Invoice Transactions 1		$101.44
				Program **170000 - Main** Totals				Invoice Transactions 2		$197.04
				Department **17 - Fleet Maintenance** Totals				Invoice Transactions 2		$197.04
				Fund **802 - Fleet Maintenance** Totals				Invoice Transactions 2		$197.04
				Grand Totals				Invoice Transactions 22		$38,459.30

REGISTER OF SPECIAL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
	Bank Fees				
6/30/2017	Claims				281,125.28
6/14/2017	Sp Utility Cks				38,459.30
6/30/2017	Woodlawn Ave				862.50
	Month Of	Insurance Flex/H.S.A/WorkComp			
					320,447.08

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 **$ 320,447.08**

Dated this _____ day of _____ year of 20_____.

_____ _____ _____

_____ _____ _____

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

Fiscal Office_____