

**Board of Public Works Meeting  
December 10, 2019**



**AGENDA  
BOARD OF PUBLIC WORKS  
December 10, 2019**

A Regular Meeting of the Board of Public Work to be held Tuesday, December 10, 2019 at 5:30 p.m., in the McCloskey Conference Room located in City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana.

- I. **MESSAGES FROM BOARD MEMBERS**
- II. **PETITIONS & REMONSTRANCES**
- III. **CONSENT AGENDA**
  1. Approval of Minutes – November 26, 2019
  2. Approve Report on Staff Level Encroachment Authorizations
  3. Resolution 2019 – 106: Approve Disposal of Surplus Items from the Information Technology Services Dept.
  4. Approve 2020 Service Agreements for Maintenance, Repair, and Services at City Facilities
  5. Approval of Payroll
- IV. **NEW BUSINESS**
  1. Approve Contract with Fox Construction Company, Inc. for Construction of Bloomington Police Department Training Annex
  2. Award Contract with E& B Paving, Inc. for Construction of the Kirkwood Maintenance Project
  3. Award Construction Contract with Milestone Contractors, LP for the S. Adams Street Sidewalk and Intersection Improvements Project
  4. Award Construction Contract for the W. Allen Street Traffic Calming Project
  5. Approve Request from Duke Energy for Extension of Approved Lane Closure on W. 11th Street
  6. Approve Contract with BFW Crane, Inc., for Engineering Services of Masonry Repairs to Bloomington City Hall
  7. Approve Contract with Axis Painting, Inc. for Painting Services at Fire Station #2
  8. Approve Contract with Commercial Service of Bloomington, Inc. for Installation of Exhaust System at Animal Control Center
  9. Approve Change Order #7 with Ann-Kriss LLC for Walnut Street Garage Stairwell 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](mailto:public.works@bloomington.in.gov).

The Board of Public Works meeting was held on Tuesday, November 26, 2019, at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard  
Beth H. Hollingsworth  
Dana Palazzo

**ROLL CALL**

City Staff: Adam Wason – Public Works  
Christina Smith – Public Works  
Michael Large – Public Works  
Jo Stong – Housing and Neighborhood Development  
Neil Kopper – Planning and Transportation  
Roy Aten – Planning and Transportation  
Sara Gomez – Planning and Transportation  
Jennifer Lloyd – City Legal  
Jackie Moore – City Legal  
Chris Wheeler – City Legal  
Sean Starowitz – Economic and Sustainable Development

Beth H. Hollingsworth thanked the leafing crews who continue to work diligently despite the inclement weather. Happy Thanksgiving.

**MESSAGES FROM  
BOARD MEMBERS**

None

**PETITIONS &  
REMONSTRANCES**

**HEARING ON  
EXCESSIVE GROWTH  
APPEAL**

Patrick Fiore, property owner of 111 W. 7<sup>th</sup> Street, addressed the Board regarding the overgrowth on his property. Fiore stated that two thirds of the grass had been mowed but he was unable to finish on the Monday it was raining. Fiore stated that he had received the notice of violation on the day he had planned to complete the job on his property. Fiore stated that he has received multiple warnings in the past. Fiore stated the weather was a primary factor but took responsibility himself for the overgrowth.

**Appeal Excessive Growth  
Citation #44637 at 1119 W.  
7th Street**

Chris Wheeler, City Legal, addressed the board. Wheeler stated that a warning for this excessive growth was issued by Housing and Neighborhood Development (HAND) on October 14, 2019. This citation was not complied with, which is why the notice of violation fine was issued on October 23, 2019. Staff believes there was enough time between

the issuance of the warning and the fine for the overgrowth to be corrected. Photos provided to the Board show that the overgrowth warrants the issuance of the notice of violation.

Jo Stong, Housing and Neighborhood Development, addressed the Board. Stong stated she did issue a warning for overgrowth at 1119 W. 7<sup>th</sup> Street on October 14, 2019.

**Board Comments:** Hollingsworth confirmed the dates of the warning and the fine. Stong confirmed it was October 13, 2019 and October 23, 2019. Cox Deckard asked if the property was currently in compliance, to which Stong confirmed that it was. Photos of the property from November 26, 2019 were displayed showing the property had been mowed. Palazzo stated that the warning issued on October 13, 2019 was not part of the packet materials the Board received. Wheeler had a copy of the citation and provided that to Board members for their review.

Fiore addressed the board to ask for the fine to be removed. Fiore reiterated that he had many warnings but this would be his first fine. Fiore stated that it was his hope that in the spirit of the holiday season this fine be forgiven. He wished the board a Happy Thanksgiving.

**Board Comments:** Palazzo stated that there was a violation and a lot of time is spent enforcing this type of situation. Resources are expended when staff have to go out to investigate and take pictures. Palazzo asked Fiore to maintain compliance at property. While he tried to correct the issue it was not completed prior to the issuance of the fine.

Palazzo made a motion to uphold the notice of violation at 1119 W. 7<sup>th</sup> Street. Hollingsworth seconded the motion. Motion is passed.

## **TITLE VI** **ENFORCEMENT**

Jo Stong, Housing and Neighborhood Development, asked the Board for approval to abate the property at 3131 N. Kingsley Drive. See packet for details.

### **Permission to Abate Property at 3131 N. Kingsley Drive**

**Board Comments:** Hollingsworth confirmed that this was the property with four separate notices of violation. Stong confirmed that was correct.

Hollingsworth made a motion to approve the abatement of property at 3131 N. Kingsley Drive. Palazzo seconded the motion. Motion is passed.

1. **Approve Minutes 11 – 12 – 19**
2. **Approve 2020 Department of Information Technology Services Agreements for Content, Funding, and Use**
3. **Approve 2020 Service Agreements for Maintenance, Repair, and Services at City Facilities**
4. **Approval of Payroll Register**

## CONSENT AGENDA

Hollingsworth made a motion to approve the items on the consent agenda. Palazzo seconded the motion. Motion is passed. Consent agenda is approved.

Jennifer Lloyd, City Legal, presented Shared-Use Motorized Scooter Operator License Application with VeoRide, Inc. See meeting packet for details.

## NEW BUSINESS

### **Approve Shared-Use Motorized Scooter Operator License Application with VeoRide, Inc.**

**Board Comments:** Dawn Parks, VeoRide, Inc., addressed the Board. Hollingsworth asked for confirmation from Parks on the oversight of a general manager of the operations, if approved. Parks confirmed that general manager Ben Thomas, located in Champaign, would oversee the operations of the Bloomington area, if approved. VeoRide would hire, once approved, a full time fleet coordinator to manage the staff of 10-30 fleet technicians here in Bloomington. Once approved, this technician staffing would begin.

Cox Deckard asked about the docking system of the bikes. Parks stated that their bikes do not require a docking station. Veoride works with municipalities to decide the best location for bikes to be placed. Parks went on to explain that the app will explain to users where they can and cannot park the bikes. The company's geofencing technology will allow them to assist users in where they can and cannot park or ride bikes or scooters. Cox Deckard expressed the Board's excitement for the geofencing technology and asked Parks if it can currently distinguish between sidewalks and roads. Parks explained that they are currently working on technology that could be effective within five feet. She went on to explain that they currently have the ability to limit the speed of units in a given area.

Palazzo asked who would determine what areas would be geofenced. Llyod stated that Veoride would work with the Department of Economic and Sustainable Development to decide those areas when necessary. Parks brought a scooter to demonstrate the units operation. Parks demonstrated the ease in which the battery packs are replaced, rather than charging the units individually. Parks went on to illustrate other features of the scooter.

Hollingsworth addressed the sporadic distribution of other scooters. Parks

stated that with this method of recharging, staff on the ground ensure that scooters are where they should be.

Palazzo made a motion to Approve Shared-Use Motorized Scooter Operator License Application with VeoRide, Inc. Hollingsworth seconded the motion. Motion is passed.

Sean Starowitz, Economic & Sustainable Development, presented Resolution 2019 - 104: Approve Use of Public Street for Annual Krampus Parade. See meeting packet for details.

**Resolution 2019 - 104:  
Approve Use of Public  
Street for Annual Krampus  
Parade**

**Public Comments:** Kel McBride, organizer, addressed the board and offered to answer any questions.

Hollingsworth made a motion to approve Resolution 2019 - 104: Approve Use of Public Street for Annual Krampus Parade. Palazzo seconded the motion. Motion is approved.

Sean Starowitz, Economic & Sustainable Development, presented Resolution 2019 – 105: Approve Temporary Encroachment with Public Art Installation, at Northwest Corner of 4th & S. Washington Streets. See meeting packet for details.

**Resolution 2019 – 105:  
Approve Temporary  
Encroachment with Public  
Art Installation, at  
Northwest Corner of 4th &  
S. Washington Streets**

**Public Comments:** Lucas Brown, Brown Smith Studios, addressed the Board and offered to answer any questions.

**Board Comments:** Hollingsworth expressed her gratitude for this type of repurposing of property. Palazzo commended Starowitz for his continued work on inclusion of the arts in public spaces.

Palazzo made a motion to approve Resolution 2019 – 105: Approve Temporary Encroachment with Public Art Installation, at Northwest Corner of 4th & S. Washington Streets. Hollingsworth seconded the motion. Motion is passed.

Sara Gomez, Planning & Transportation, presented Amendment #1 to Resolution 2019-98: Request to extend use of Public Right-of-Way for Placement of Dumpster at 201 S College Ave. by Strauser Construction Co., Inc. See meeting packet for details.

**Approve Amendment #1 to  
Resolution 2019-98:  
Request to extend use of  
Public Right-of-Way for  
Placement of PODS at 201  
S College Ave. by Strauser  
Construction Co., Inc.  
(November 27 – December  
31, 2019)**

**Board Comments:** Palazzo asked if the materials causing the need for the extension have been received yet. Ryan Strauser, Strauser Construction, Inc. addressed the board. Strauser stated that Schindler Elevator will be delivering materials between December 2 and December 9, 2019, which is why they are requesting placement until the end of December. These materials will be stored in the PODS until installation. Cox Deckard stated that it was confirmed during the work session that there have been no complaints received. Gomez stated that Strauser had added some cones to ensure that the PODS were visible.

Hollingsworth made a motion to Approve Amendment #1 to Resolution 2019-98: Request to extend use of Public Right-of-Way for Placement of PODS at 201 S College Ave. by Strauser Construction Co., Inc. Palazzo seconded the motion. Motion is passed.

Roy Aten. Planning and Transportation, presented Award Contract with E&B Paving, Inc. for the Arlington Road and Bloomfield Road Paving Project. See meeting packet for details.

**Board Comments:** Palazzo asked if Aten had tracked down why the bids came in lower than the engineering estimates. Aten stated that they are estimates and that when they come in lower than estimated it is a positive result that staff appreciates. Aten stated that this was very successful since the two companies that bid were so close in their bids.

Palazzo made a motion to Approve Award Contract with E&B Paving, Inc. for the Arlington Road and Bloomfield Road Paving Project. Hollingsworth seconded the motion. Motion is passed.

Roy Aten. Planning and Transportation, presented Memorandum of Understanding between City of Bloomington Planning & Transportation Department and the Utilities Department to Share Cost for Pedestrian Bridge and Small Structure Inspections Contract. See meeting packet for details.

Hollingsworth made a motion to Approve Memorandum of Understanding between City of Bloomington Planning & Transportation Department and the Utilities Department to Share Cost for Pedestrian Bridge and Small Structure Inspections Contract. Palazzo seconded the motion. Motion is passed.

Roy Aten. Planning and Transportation, presented Engineering Contract with Beam Longest and Neff, L.L.C for Pedestrian Bridge and Small Structure Inspections

**Board Comments:** Palazzo asked for clarification of the contract. Palazzo stated it was her understanding that bridge inspection was the responsibility of the state or county. Aten explained that a bridge is any span that is over twenty feet. These are the responsibility of the state and county. The city is responsible for all spans under twenty feet. This will include culverts within the corporate boundaries. Aten went on to explain this will include pedestrian bridges. Palazzo clarified that phase IA is the identification of the 24 bridges that are the responsibility of the state and county. Aten stated this report is collected every two years. Aten went on to elaborate on the contractor selected and the extent of the inspections. Aten confirmed that there are six pedestrian bridges as part of Phase IB.

Hollingsworth made a motion to Approve Engineering Contract with Beam Longest and Neff, L.L.C for Pedestrian Bridge and Small Structure Inspections. Palazzo seconded the motion. Motion is passed.

**Approve Award Contract with E&B Paving, Inc. for the Arlington Road and Bloomfield Road Paving Project**

**Approve Memorandum of Understanding between City of Bloomington Planning & Transportation Department and the Utilities Department to Share Cost for Pedestrian Bridge and Small Structure Inspections Contract**

**Approve Engineering Contract with Beam Longest and Neff, L.L.C for Pedestrian Bridge and Small Structure Inspections**

Neil Kopper, Planning and Transportation, presented Memorandum of Understanding between City of Bloomington Planning & Transportation Department and the Utilities Department for Payment of Costs to Install Water and Storm Water Utilities on E. Rogers Road at the Jackson Creek Bridge. See meeting packet for details.

**Board Comments:** Hollingsworth asked for confirmation that City of Bloomington Utilities would be responsible for the cost of this project. Kopper confirmed.

Hollingsworth made a motion to Approve Memorandum of Understanding between City of Bloomington Planning & Transportation Department and the Utilities Department for Payment of Costs to Install Water and Storm Water Utilities on E. Rogers Road at the Jackson Creek Bridge. Palazzo seconded the motion. Motion is approved.

Neil Kopper, Planning and Transportation presented Contract Amendment 1 for Preliminary Engineering with Strand Associates, Inc. for the Crosswalk Improvements Project. See meeting packet for details.

Palazzo made a motion to Approve Contract Amendment 1 for Preliminary Engineering with Strand Associates, Inc. for the Crosswalk Improvements Project. Hollingsworth seconded the motion. Motion is approved.

Neil Kopper, Planning and Transportation presented Construction Inspection Contract with VS Engineering, Inc. for the Sare Road Multiuse Path and Intersection Improvements Project. See meeting packet for details.

**Board Comments:** Palazzo asked if we have an inspector on every federally funded project. Kopper confirmed that we use staff for the smaller projects, but it is his belief that it is required to have an inspector for every project. Kopper stated that larger projects such as this require consultants familiar with the process. Hollingsworth asked if they were going to begin immediately with inspections once approved. Kopper confirmed.

Hollingsworth made a motion to Approve Construction Inspection Contract with VS Engineering, Inc. for the Sare Road Multiuse Path and Intersection Improvements Project. Palazzo seconded the motion. Motion is passed.

Michael Large, Public Works, presented Service Agreement with Crisis Cleanup, Inc. This agreement is part of an emergency cleanup of a homeless camp located at W. 11<sup>th</sup> and N. Rogers Street. With a not to exceed amount of \$20,000, staff recommends approval of this agreement.

**Approve Memorandum of Understanding between City of Bloomington Planning & Transportation Department and the Utilities Department for Payment of Costs to Install Water and Storm Water Utilities on E. Rogers Road at the Jackson Creek Bridge**

**Approve Contract Amendment 1 for Preliminary Engineering with Strand Associates, Inc. for the Crosswalk Improvements Project**

**Approval of Construction Inspection Contract with VS Engineering, Inc. for the Sare Road Multiuse Path and Intersection Improvements Project**

## **STAFF REPORTS & OTHER BUSINESS**

**Approval of Service Agreement with Crisis Cleanup, Inc.**



**Board Comments:** Hollingsworth asked if this was a one-time cost or if this was for future cleanups. Large explained that this service agreement was like the rest in that payment would be paid at the time of each service performed going forward into 2020. Palazzo asked for clarification on how we came to this do not exceed amount. Large explained that due to the specialization of this type of process staff looked at historical data on the number of cleanups and multiplied the current estimate by that number which resulted in the figure of \$20,000. Cox Deckard stated she had spoken with Public Works Director Adam Wason regarding this issue. Wason had confirmed that notice was given to those occupying the site in regard to removal of personal possessions. Hollingsworth asked about the relocation of those inhabitants of the site. Large stated that the Bloomington Police Department was working with the inhabitants of that site

Hollingsworth made a motion to approve Service Agreement with Crisis Cleanup. Palazzo seconded the motion. Motion is approved.

Christina Smith, Public Works, presented the Animal Shelter spotlight, Stuntman. Stuntman is part of the Animal Shelter's Sit, Stay, and Adopt program. If anyone is interested in adopting Stuntman, feel free to reach out the Animal Shelter or visit their website.

#### **APPROVAL OF CLAIMS**

Hollingsworth made a motion to approve claims in the amount of \$807,781.69. Palazzo seconded the motion. Motion is passed. Claims are approved.

#### **ADJOURNMENT**

Cox Deckard called for adjournment. Meeting adjourned at 6:21 P.M.

Accepted By:

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Kyla Cox Deckard, President

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Beth H. Hollingsworth, Vice-president

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Dana Palazzo, Secretary

Date:

Attest to:



## Board of Public Works Staff Report

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**Project/Event:** Quarters One – Four of 2019 -- Report of Staff-Level Encroachment Approvals

**Staff Representative:** Sara Gomez

**Date:** December 10, 2019

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**Report:** Pursuant to *Amended Resolution 2016-02: Staff Level Approval of Standard Development Encroachment Requirements*, staff must report, on a quarterly basis, any encroachments which were approved on a staff-level. During the 1st thru 4th quarters of 2019, there were 3 such encroachments. The encroachments which staff approved were as follows:

- 1<sup>st</sup> Quarter- No encroachments
- 2<sup>nd</sup> Quarter- A grease interceptor located at 215 S. Walnut Street, Owner-Cityside 123, LLC.
- 3<sup>rd</sup> Quarter- No encroachments
- 4<sup>th</sup> Quarter- A grease interceptor located at 122 W 6th Street, Owner- Omega master Bond, LLC.  
  
-Bike racks located at 304 W Kirkwood Avenue  
Owner, DG Elmore



## Board of Public Works Staff Report

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**Project/Event:** Disposal of Surplus Items by the City of Bloomington – Information & Technology Services

**Staff Representative:** Rick Dietz

**Date:** December 10, 2019

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**Report:**

The Department of Information & Technology Services has a large stock of computer equipment and peripheral's that are inoperable or donateable.

The Department of Information & Technology Services staff believe that the expense of labor, equipment, and fuel required to organize and transport all of this equipment for a sale or transfer, exceeds the value of the equipment. These items are attached as Recycle & Donation 16 - 2019, and Donation 16 – 2019.

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**Recommendation and Supporting Justification:**

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

**Recommend**  **Approval**  **Denial by: Rick Dietz**

# IT Department

## Donation 16 - 2019 Info

Lot ID: 35, Date: 08/09/2019, Type:Donation

### Donation Items List

Asset ID	Asset Num	Serial #	Name	Category	Division	Installed Date	Organization	Date
1581	1525010x	DS5WV52	prs1525010x	Desktop	Parks and Recreation	01/28/2016	ServeIT	11/27/2019
6262	100414		ITS100414	Desktop	IT	11/26/2010	ServeIT	11/26/2019
435	130259	7ZWF9Y1	uad130259	Desktop	Administration	05/08/2013	ServeIT	11/25/2019
6252	100394		ITS100394	MacBook	IT	11/21/2019	ServeIT	11/21/2019
6244	080009		ITS020991	Projector	IT	11/20/2002	ServeIT	11/20/2019
2908	020240		ITS020240	Projector	IT		ServeIT	11/20/2019
1452	1524576w	525MR52	pws1524576w	Desktop	Public Works	09/10/2015	ServeIT	11/20/2019
1816	1524579a	FX2QS32	pln1524579a	Laptop	Planning	09/01/2015	ServeIT	11/20/2019
1806	1525008c	5T5GW52	lgl1525008c	Desktop	Legal	10/20/2015	ServeIT	11/19/2019
1573	1525013h	1WXV52	its1525013h	Desktop	IT	09/24/2015	ServeIT	11/19/2019
1201	1524576v	521LR52	prs1524576v	Desktop	Parks and Recreation	01/08/2016	ServeIT	11/19/2019
2431	1525013j	B2KVZ52	its1525013j	Laptop	IT	09/04/2015	ServeIT	11/18/2019
1470	1524576a	FCRNS32	fle1524576a	Laptop	Fleet Maintenance	09/03/2015	ServeIT	11/18/2019
1583	1525013e	1WZPV52	prs1525013e	Desktop	Parks and Recreation	09/25/2015	ServeIT	11/18/2019
1979	1525610	13B3282	ban1525610	Desktop	Banneker	12/23/2015	ServeIT	11/18/2019
1800	1525008e	5T6FW52	lgl1525008e	Desktop	Legal	10/19/2015	ServeIT	11/18/2019
3094	1500589A	fvn1132	HND1500589A	Laptop	HAND		ServeIT	11/18/2019
1898	1525013i	J3KVZ52	its1525013i	Laptop	IT	09/04/2015	ServeIT	11/06/2019
1499	1525010b	7MR8062	clk1525010b	Laptop	Council Office	09/11/2015	ServeIT	11/06/2019
6215	1525008DD		LGL1525008DD	Docking Station	Legal	11/04/2019	ServeIT	11/04/2019
1577	1525008d	3K0J162	lgl1525008d	Laptop	Legal	09/24/2015	ServeIT	11/04/2019
6204	120126		BTR120126	Laptop	Bloomington Transit	10/30/2012	ServeIT	10/30/2019
6185	120184		ITS120184	MacBook	IT	01/01/2012	Richland-Bean Blossom C.S.C	10/23/2019
1533	1525010c	DS3V52	cnt1525010c	Desktop	Controller	09/18/2015	ServeIT	10/01/2019
1683	1525010n	DS5SV52	hrd1525010n	Desktop	Employee Services	09/28/2015	ServeIT	10/01/2019
1564	1525010s	DS3V52	its1525010s	Desktop	IT	09/23/2015	ServeIT	10/01/2019
489	150009	CC2G942	ast150009	Desktop	Adam Street	02/24/2015	ServeIT	10/01/2019
2853	120207	BHMDPW1	fhq120207	Desktop	Fire	12/20/2012	ServeIT	09/30/2019
1574	1525010m	DS4TV52	hnd1525010m	Desktop	HAND	09/24/2015	ServeIT	09/30/2019
1572	1525010j	DS5QV52	hnd1525010j	Desktop	HAND	09/24/2015	ServeIT	09/30/2019
1595	1525010l	DS6RV52	hnd1525010l	Desktop	HAND	09/29/2015	ServeIT	09/30/2019
1216	1524576s	5C1LR52	ash1524576s	Desktop	Animal Shelter	07/24/2015	ServeIT	09/30/2019
1856	130467	8FBZWY1	its130467	Laptop	IT	02/27/2013	ServeIT	08/20/2019
815	130465	9NBZWY1	its130465	Laptop	IT	02/27/2013	ServeIT	08/20/2019

## IT Department

## Recycle 16 - 2019 Info

Lot ID: 36, Date: 08/09/2019, Type:Recycle

## Recycled Items List

Asset ID	Asset Num	Serial #	Name	Category	Installed	Description	Location	Date
3282	1525270		pws1525270	NetworkPrinter			Tech-Recyclers	11/26/2019
6282	120063		ITS120063	Docking Station	05/07/2012	Laptop Dock	Tech-Recyclers	11/26/2019
6281	99993		ITS99993	Other			Tech-Recyclers	11/26/2019
6280	99993		ITS99993	Server			Tech-Recyclers	11/26/2019
6279	140413		ITS140413	Docking Station	08/01/2014	Laptop Dock	Tech-Recyclers	11/26/2019
6278	040126		ITS040126	Server			Tech-Recyclers	11/26/2019
3052	140010		PWS140010	Docking Station		Laptop Dock	Tech-Recyclers	11/26/2019
6277	08247		ITS08247	Server			Tech-Recyclers	11/26/2019
6276	140426		ITS140426	Docking Station	06/07/2014	Laptop Dock	Tech-Recyclers	11/26/2019
6275	99994		ITS99994	Keyboard			Tech-Recyclers	11/26/2019
6274	99995		ITS99995	Other			Tech-Recyclers	11/26/2019
6273	140032		ITS140032	Docking Station	05/06/2014	Laptop Dock	Tech-Recyclers	11/26/2019
6272	130040		ITS130040	Desktop			Tech-Recyclers	11/26/2019
6283	99991		ITS99991	Other			Tech-Recyclers	11/26/2019
6284	130087		ITS130087	Docking Station	03/09/2013	Laptop Dock	Tech-Recyclers	11/26/2019
6285	99990		ITS99990	Docking Station			Tech-Recyclers	11/26/2019
6294	070328		ITS070328	Server	07/07/2007	Dell Server	Tech-Recyclers	11/26/2019
6293	040666		ITS040666	Switch	06/06/2004	Switch	Tech-Recyclers	11/26/2019
6265	140990		ITS140990	Server	02/02/2014	Server	Tech-Recyclers	11/26/2019
6292	080247		ITS080247	Server	04/04/2008	Server	Tech-Recyclers	11/26/2019
4161	124444h	WC004672467	TLR124444h	NetworkPrinter		Desktop Scanner	Tech-Recyclers	11/26/2019
6291	99986		ITS99986	Camera			Tech-Recyclers	11/26/2019

6289	99987		ITS99987				Tech-Recyclers	11/26/2019
6288	100356		ITS100356	Docking Station	03/07/2010	Laptop Dock	Tech-Recyclers	11/26/2019
6287	99988		ITS99988	Docking Station			Tech-Recyclers	11/26/2019
6286	99989		ITS99989	Docking Station			Tech-Recyclers	11/26/2019
4164	140371		TLR140371	Docking Station		Laptop Dock	Tech-Recyclers	11/26/2019
3041	140357		ESD140357	Docking Station		Laptop Dock	Tech-Recyclers	11/26/2019
1324	1524579b	610RR52	clk1524579b	Desktop	08/12/2015	Laptop Dock	Tech-Recyclers	11/26/2019
6271	99996		ITS99996	Other			Tech-Recyclers	11/26/2019
6264	040437		ITS040437	Switch			Tech-Recyclers	11/26/2019
6266	100224		ITS100224	Scanner			Tech-Recyclers	11/26/2019
4588	140359		TWL140359	Docking Station		Laptop Dock	Tech-Recyclers	11/26/2019
4589	110108		TWL110108	LCD 1			Tech-Recyclers	11/26/2019
6267	99999		ITS99999	UPS			Tech-Recyclers	11/26/2019
4350	1525013P		BAN1525013P	Docking Station		Laptop Dock	Tech-Recyclers	11/26/2019
6268	99998		ITS99998	Other			Tech-Recyclers	11/26/2019
6269	99997		ITS99997	Monitor			Tech-Recyclers	11/26/2019
6270	110689A		ITS110689A	Docking Station	06/06/2011	Laptop Dock	Tech-Recyclers	11/26/2019
6290	120076		ITS120076	Docking Station	11/11/2012	Laptop Dock	Tech-Recyclers	11/26/2019
4157	140125	cqydp2004453	tlr140125	UPS			Tech-Recyclers	11/25/2019
6251	100393		its100393	Laptop	11/21/2019		Tech-Recyclers	11/21/2019
6250	130459		its130459	Laptop	11/21/2019		Tech-Recyclers	11/21/2019
3122	140052	CQYCU2009238	PWS140052	UPS			Tech-Recyclers	11/18/2019
3064	110271	CNB9S63122	PWS110271	NetworkPrinter			Tech-Recyclers	11/07/2019
3318	030712	CNBFC21644	LGL030712	NetworkPrinter		Printer	Tech-Recyclers	10/23/2019
6175	040253	UV203AD267	DIL040253	UPS	06/08/2004	UPS	Tech-Recyclers	10/23/2019
4168	140323	CQYDW2001358	tlr140323	UPS			Tech-Recyclers	10/22/2019
3321	120135	207NDHB98249	hrd120135	LCD 1			Tech-Recyclers	10/22/2019
4248	090472		POA090472	Wireless Access Point		Cisco WAP	Tech-Recyclers	10/09/2019
3248	1502560		OOM1502560	UPS		CyberPower UPS	Tech-Recyclers	10/09/2019

3543	100425	A8LMTF113230	cnt100425	LCD 2			Tech-Recyclers	10/09/2019
3836	030221		UAD030221	NetworkPrinter		HP 4300 Printer	Tech-Recyclers	10/09/2019
6165	050106	5NF1A860	ITS050106	External Hard Drive	01/01/2005	Seagate External Hard Drive	Tech-Recyclers	10/09/2019
6164	4214658	C24045635	ITS4214658	Copier	06/08/2004	Ricoh Copier MP3351	Tech-Recyclers	10/07/2019
3906	140201		UEG140201	UPS			Tech-Recyclers	10/01/2019
3415	040054	JB0348014623	clk040054	UPS			Tech-Recyclers	09/25/2019
5155	090340		UAC090340	UPS			Tech-Recyclers	09/19/2019
3832	140202		UAD140202	UPS			Tech-Recyclers	09/03/2019



**BOARD OF PUBLIC WORKS  
RESOLUTION 2019-106**

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

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

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

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

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

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

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

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

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

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

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

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

**PASSED AND ADOPTED** by the City of Bloomington Board of Public Works this 10<sup>th</sup> day of December, 2019.

**BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Beth H. Hollingsworth, Vice President

\_\_\_\_\_  
Dana Palazzo, Secretary

Attest: \_\_\_\_\_  
Rick Dietz, Director  
Information & Technology Services



## Board of Public Works Staff Report

**Project/Event:** 2020 Service Agreement with Cummins, Inc. for  
Maintenance and Inspection of Generators at City Facilities

**Petitioner/Representative:** Public Works Facilities Division

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

**Meeting Date:** December 10, 2019

This contract is for maintenance and inspection of generators at City facilities. We requested a sole source contract on the basis of Cummins being the manufacturer of the generators. The manufacturer of 8 out of 9 generators we have is Onan, which is owned by Cummins, Inc. These generators are located at critical facilities such as fire station, BPD headquarters, and the BPD Dispatch Center. It was determined by staff that it would be in the City's best interest to have the manufacturer perform inspections, preventative maintenance, and service with OEM parts. This single source contract was approved by the City Controller

Staff recommends awarding the contract to Cummins, Inc. in the amount of \$8,090.43.

Respectfully submitted,

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

J. D. Boruff  
Operations and Facilities Director  
Public Works Department

**2020 SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON  
PUBLIC WORKS DEPARTMENT AND  
CUMMINS, INC.**

This Agreement, entered into on this 12<sup>th</sup> day of December, 2019, by and between the City of Bloomington Department of Public Works (the "Department"), and Cummins, Inc. ("Contractor").

**Article 1. Scope of Services** Contractor shall perform planned maintenance of emergency power generation equipment at City facilities. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. The locations of the facilities and the costs of this maintenance at these facilities are contained in Exhibit A, attached hereto and incorporated herein by reference as though fully set forth. Contractor shall complete the Services required under this Agreement on or before Thursday, December 31<sup>st</sup>, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care** Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The Department shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

**Article 3. Responsibilities of the Department** The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Eight Thousand Ninety Dollars and Forty-Three Cents (\$8,090.43). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule** Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

**Article 7. Termination** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

**Article 8. Identity of the Contractor** Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 9. Ownership of Documents and Intellectual Property** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

**Article 10. Independent Contractor Status** During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

**Article 11. Indemnification** Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

**Article 12. Insurance** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. 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 Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

**Article 16. Assignment** Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**Article 17. Third Party Rights** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

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

**Article 19. Non-Discrimination** Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

**Article 20. Compliance with Laws** In performing the Services under this Agreement, Contractor 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. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

**Article 21. E-Verify** 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 Exhibit B, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**Article 22. Notices** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

**Department:** City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

**Contractor:** Cummins, Inc., Attn: Jeffrey Flodder, 3661 West Morris St., Indianapolis, IN 46241.

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

**Article 23. Integration and Modification** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

**Article 24. Non-Collusion** Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit C, affirming that Contractor has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

**Article 25: Renewal** This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

**CITY OF BLOOMINGTON**

**Cummins, Inc.**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Robert M. Wertz, Controller

**CITY OF BLOOMINGTON PUBLIC WORKS**

\_\_\_\_\_  
Adam Wason, Director

\_\_\_\_\_  
Kyla Cox Deckard, President, Board of Public Works



**EXHIBIT A**  
**SCOPE OF SERVICES**

Scope of Services includes: the emergency power generation equipment maintenance according to the schedule and location of generators for City facilities identified below.



Cummins Inc.  
 3621 West Morris Street  
 Indianapolis, IN 46241  
 Phone: (317) 244-7251  
 Fax: (317) 240-1215

**PLANNED EQUIPMENT MAINTENANCE AGREEMENT**

Customer Address	Customer Contact	Quote Information	
City of Bloomington 401 N Morton Facility Attn: James Boruff Po Box 100 Bloomington, IN 47402 Customer #: 494450 Payment Type: Pay As You Go	Name: James (JD) Boruff Phone: 8123493439 Cell: Fax: E-mail: boruffj@bloomington.in.gov	Quote Date:	11/21/2019
		Quote Expires:	1/20/2020
		Quote ID:	QT-7888
		Quoted By:	Ryan Richardson
		Quote Term:	1 Year

**Site Name:BLOOMINGTON PUBLIC TRANS**  
 (130 W GRIMES LANE BLOOMINGTON IN 47403)

Unit Name:	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
BLOOMINGTON PUBLIC Name: TRANS Make: Onan Model: DSHAD S/N: G130536560 Size: 230kW ATS Qty: 0 Notes:	1	October	Inspection	1	\$321.40	\$321.40
	1	April	Full Service	1	\$691.34	\$691.34
					Year 1 Total:\$1,012.74	

**Site Name:CITY HALL**  
 (401 N MORTON ST BLOOMINGTON IN 47402)

Unit Name:	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
CITY HALL Make: Onan Model: DFCE - 3382607 S/N: K990026629 Size: 400kW ATS Qty: 0 Notes:	1	October	Inspection	1	\$321.40	\$321.40
	1	April	Full Service	1	\$884.83	\$884.83
					Year 1 Total:\$1,206.23	

**Site Name:FIRE STATION #2**  
 (210 S YANCY LN BLOOMINGTON IN 47402)

Unit Name:	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
FIRE STATION #2 Make: Kohler Model: 45RZG S/N: 0694441 Size: 45kW ATS Qty: 0 Notes:	1	October	Inspection	1	\$269.89	\$269.89
	1	April	Full Service	1	\$490.74	\$490.74
					Year 1 Total:\$760.63	

**Site Name:FIRE STATION #3**  
 (800 N WOODLAWN AVE BLOOMINGTON IN 47404)

Unit Name:	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
FIRE STATION #3 Make: Onan Model: GGDB	1	October	Inspection	1	\$269.89	\$269.89

S/N:	L030585230	1	April	Full Service	1	\$445.15	\$445.15
Size:	20kW						
ATS Qty:	0						
Notes:							
						Year 1 Total:\$715.04	

**Site Name:FIRE STATION #4**

(2201 E 3RD ST BLOOMINGTON IN 47402)

Unit Name:	FIRE STATION #4	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Onan						
Model:	GGHG	1	October	Inspection	1	\$269.89	\$269.89
S/N:	C050753879	1	April	Full Service	1	\$445.15	\$445.15
Size:	85kW						
ATS Qty:	2						
Notes:							
						Year 1 Total:\$715.04	

**Site Name:FIRE STATION #5**

(1987 S HENDERSON AVE BLOOMINGTON IN 47402)

Unit Name:	FIRE STATION #5	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Onan						
Model:	GGHE	1	April	Inspection	1	\$269.89	\$269.89
S/N:	C050753880	1	October	Full Service	1	\$445.15	\$445.15
Size:	60kW						
ATS Qty:	0						
Notes:							
						Year 1 Total:\$715.04	

**Site Name:FIRE STATION HQ**

(300 E 4TH STREET BLOOMINGTON IN 47008)

Unit Name:	FIRE STATION HQ	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Onan						
Model:	DSHAD-1643870	1	April	Inspection	1	\$321.40	\$321.40
S/N:	J160105380	1	October	Full Service	1	\$691.34	\$691.34
Size:	230kW						
ATS Qty:	2						
Notes:							
						Year 1 Total:\$1,012.74	

**Site Name:FLEET MAINTENANCE**

(336 SOUTH MAIN ST BLOOMINGTON IL 61701)

Unit Name:	FLEET MAINTENANCE	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Onan						
Model:	DGFA	1	October	Inspection	1	\$321.40	\$321.40
S/N:	B040599784	1	April	Full Service	1	\$655.09	\$655.09
Size:	150kW						
ATS Qty:	0						
Notes:							
						Year 1 Total:\$976.49	

**Site Name:POLICE STATION**

(220 EAST 3RD STREET BLOOMINGTON IN 47402)

Unit Name:	POLICE DEPT	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Other						
Model:	97A06858-5	1	October	Inspection	1	\$321.40	\$321.40
S/N:	2038753						

Size:	125kW	1	April	Full Service	1	\$655.09	\$655.09	
ATS Qty:	2						Year 1 Total:\$976.49	
Notes:								

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Year 1 Total:\* \$8,090.44

**Total Agreement Amount:\*** **\$8,090.43**

*\*Quote does not include applicable taxes*



**EXHIBIT C**

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 \_\_\_\_\_, 20\_\_\_\_.

**Cummins, Inc.**

By: \_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_  
Notary Public's Signature

\_\_\_\_\_ County of Residence: \_\_\_\_\_  
Printed Name of Notary Public

Commission Number: \_\_\_\_\_



# Board of Public Works Staff Report

**Project/Event:** Service Contract with Trinkle Snowplowing, LLC for Snow Removal and Ice Melt Application

**Petitioner/Representative:** Public Works Facilities Division

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

**Meeting Date:** December 10, 2019

This contract is for snow removal and application of ice melt at City facilities maintained by the Public Works Facilities Division. Quotes were solicited from three contractors. The costs for all services per cycle were:

Trinkle Snowplowing, LLC	\$ 3,475.00
Green Dragon	\$ 3,825.00
City Lawn	Unresponsive

Staff recommends awarding the contract to Trinkle Snowplowing, LLC for a cost not to exceed \$35,000.00.

Respectfully submitted,

A handwritten signature in black ink that reads "J. D. Boruff".

J. D. Boruff  
Operations and Facilities Director  
Public Works Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON  
PUBLIC WORKS DEPARTMENT AND  
TRINKLE SNOWPLOWING, LLC**

This Agreement, entered into on this 10th day of December, 2019, by and between the City of Bloomington Department of Public Works (the “Department”), and Trinkle Snowplowing, LLC (“Contractor”).

**Article 1. Scope of Services** Contractor shall perform repair and maintenance services of the following types: Snow removal and application of ice melting chemicals. These services will be performed at City facilities (“Services”) for a set price of One Hundred Twenty Dollars (\$120.00) per hour. Ice melting chemicals shall be charged at the rate of Thirteen Dollars (\$13.00) per Fifty (50) pounds of chemical applied. This rate shall include any trip charges and/or fuel charges. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Thursday, December 31<sup>st</sup>, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care** Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

**Article 3. Responsibilities of the Department** The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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



**Article 6. Schedule** Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

**Article 7. Termination** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

**Article 8. Identity of the Contractor** Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 9. Ownership of Documents and Intellectual Property** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

**Article 10. Independent Contractor Status** During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

**Article 11. Indemnification** Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

**Article 12. Insurance** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. 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 Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

**Article 16. Assignment** Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**Article 17. Third Party Rights** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

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

**Article 19. Non-Discrimination** Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

**Article 20. Compliance with Laws** In performing the Services under this Agreement, Contractor 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. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

**Article 21. E-Verify** 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 Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**Article 22. Notices** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

**Department:** City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

**Contractor:** Trinkle Snowplowing, LLC, 455 South Cataract Road, Spencer Indiana 47460.

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

**Article 23. Integration and Modification** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

**Article 24. Non-Collusion** Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

**Article 25: Renewal** This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

**CITY OF BLOOMINGTON**

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Philippa M. Guthrie, Corporation Counsel

**Trinkle Snowplowing, LLC**

---

Richard Trinkle, Owner

**CITY OF BLOOMINGTON PUBLIC WORKS**

---

Adam Wason, Director

---

Kyla Cox Deckard, President, Board of Public Works



**EXHIBIT B**

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 \_\_\_\_\_, 20\_\_\_\_.

**Trinkle Snowplowing, Inc.**

By: \_\_\_\_\_  
\_\_\_\_\_

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                      My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public                      County of Residence: \_\_\_\_\_

Commission #: \_\_\_\_\_

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/6/2019	Payroll				431,578.85
					<u>431,578.85</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of 1  
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the  
total amount of \$ 431,578.85

**Dated this 10th day of December year of 2019.**

\_\_\_\_\_

**Kyla Cox Deckard President**                      **Beth H. Hollingsworth Vice President**                      **Dana Palazzo Secretary**

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

Fiscal Officer \_\_\_\_\_



## Board of Public Works Staff Report

**Project/Event:** Contract with Fox Construction Company, Inc., for the Construction of the City's Police Training Annex

**Petitioner/Representative:** Public Works Facilities Division

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

**Meeting Date:** 12/10/19

This contract is for the construction of the BPD Training Annex at 3230 South Walnut Street. The building will be approximately 7,200 square feet and will house: evidence storage; space for storing and examining vehicles for evidence; storage of BPD vehicles, including the Mobile Field Office and CIRT Vehicle; meeting and classroom space; and dedicated space for video simulator equipment. There were two bids received and are as follows. (Prices represent a full build out with all 3 alternate bids included.)

Fox Construction Company, Inc.	\$ 771,247.00
Neidigh Construction Corporation	\$ 876,710.00

Staff recommends awarding the contract to Fox Construction Company, Inc.

Respectfully submitted,

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

J. D. Boruff  
Operations and Facilities Director  
Public Works Department



# AIA<sup>®</sup> Document A101<sup>™</sup> – 2017

## *Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum*

AGREEMENT made as of the 10<sup>th</sup> day of December in the year 2019  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

City of Bloomington  
401 North Morton Street  
Bloomington, IN 47404

and the Contractor:  
(Name, legal status, address and other information)

Fox Construction Company, Inc.  
6931 South Old State Road 37  
Bloomington, IN 47403

for the following Project:  
(Name, location and detailed description)

COB Police Training Annex  
3230 South Walnut Street, Bloomington, Indiana  
New Building for Police storage and training rooms.

The Architect:  
(Name, legal status, address and other information)

Springpoint Architects, pc  
213 S Rogers St, Suite 5  
Bloomington, IN 47404

The Owner and Contractor agree as follows. 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.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101<sup>™</sup>-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:  
(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

Per subparagraph 3.1.1 in Exhibit H, Supplementary Conditions to the Contract

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:  
(Check one of the following boxes and complete the necessary information.)

Init.

[ X ] Not later than September 30, 2020 ( ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	N/A

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor a Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall not exceed Seven Hundred and Seventy-One Thousand, Two Hundred Forty-Seven Dollars (\$ 771,247.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum at a not to exceed cost of:

Item	Price
Alternate Bid No. 1, Additional 1,920 square feet	\$60,300.00
Alternate Bid No. 2, Add Mezzanine, Restrooms, Janitor and File Storage	\$84,147.00
Alternate Bid No. 3, Add Entry Lobby, Breakroom, Evidence and Mat Room	\$33,800.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Rock Removal	Cubic Yard	\$210.00
Removal of Unsuitable Soils and replacement with granular fill	Cubic Yard	\$ 38.00

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

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User Notes:

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 10th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty-Five ( 45 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

#### § 5.1.7.1

*(Paragraphs deleted)*

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User Notes:

(1937267272)

Reduction or limitation of retainage shall be as follows: All progress payments shall be subject to the retainage by Owner of an amount equal to 5% of the dollar value of all work satisfactorily completed until the work to be performed under this Agreement is complete. Such Retainage shall be held in an Escrow Account in accordance with the Escrow Agreement attached herewith.

§ 5.1.7.1.1 The following items are not subject to retainage:  
*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
*(Insert any other conditions for release of retainage upon Substantial Completion.)*

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 45 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

Forty-five (45) days

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
*(Insert rate of interest agreed upon, if any.)*

%

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- [ X ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- [ ] Litigation in a court of competent jurisdiction
- [ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner’s representative:

*(Name, address, email address, and other information)*

J.D. Boruff, Operations and Facilities Director  
City of Bloomington Public Works  
401 N. Morton St.  
Bloomington, IN 47404

**§ 8.3** The Contractor’s representative:

*(Name, address, email address, and other information)*

Tony Fox

Init.

Fox Construction Company, Inc.  
6931 South Old State Road 37  
Bloomington, IN 47403

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6

*(Paragraphs deleted)*

Final Payment:

Final Payment, including all escrowed principal and escrowed interest shall be due within sixty-one (61) days following the Date of Substantial Completion, as defined above. If at that time there are any remaining uncompleted minor items, an amount equal to two hundred percent (200%) of the value of each item as determined by the Architect shall be withheld until said time or items are completed.

§ 8.7 Other provisions:

Reference Exhibit H, City of Bloomington Supplementary Conditions to the Contract

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

- .5 Drawings

Number	Title	Date
See attached Exhibit 'B'		

- .6 Specifications

Section	Title	Date	Pages
See attached Exhibit 'C'			

- .7 Addenda, if any:

Number	Date	Pages
Addendum 1	11/22/19	Fourteen (14)

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

Init.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

- (1) Exhibit A – Insurance and Bonds
- (2) Exhibit B – Drawings
- (3) Exhibit C – Specifications
- (4) Exhibit D – Escrow Agreement
- (5) Exhibit E – Contractors Affidavit in Compliance with Trench Safety Systems
- (6) Exhibit F – E-Verify Affidavit
- (7) Exhibit G – Contractors Drug Testing Plan and Compliance Affidavit
- (8) Exhibit H – Supplementary Conditions to the Contract

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

Kyla Cox Deckard President, Board of Public Works

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
CONTRACTOR (Signature)

Anthony J. Fox President

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
OWNER (Signature)

John Hamilton, Mayor, City of Bloomington

Init.



# Additions and Deletions Report for

## AIA® Document A101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:20:39 ET on 12/10/2019.

### PAGE 1

AGREEMENT made as of the 10<sup>th</sup> day of December in the year 2019

...

City of Bloomington  
401 North Morton Street  
Bloomington, IN 47404

...

Fox Construction Company, Inc.  
6931 South Old State Road 37  
Bloomington, IN 47403

...

COB Police Training Annex  
3230 South Walnut Street, Bloomington, Indiana  
New Building for Police storage and training rooms.

...

Springpoint Architects, pc  
213 S Rogers St, Suite 5  
Bloomington, IN 47404

...

The Owner and Contractor agree as follows. 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.

### PAGE 2

Per subparagraph 3.1.1 in Exhibit H, Supplementary Conditions to the Contract

### PAGE 3

Not later than September 30, 2020 ( ) calendar days from the date of commencement of the Work.

...

N/A

N/A

...

§ 4.1 The Owner shall pay the Contractor ~~the~~ a Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~(\$~~ not exceed Seven Hundred and Seventy-One Thousand, Two Hundred Forty-Seven Dollars (\$ 771,247.00 ), subject to additions and deductions as provided in the Contract Documents.

...

§ 4.2.1 Alternates, if any, included in the Contract ~~Sum~~: Sum at a not to exceed cost of:

...

<u>Alternate Bid No. 1, Additional 1,920 square feet</u>	<u>\$60,300.00</u>
<u>Alternate Bid No. 2, Add Mezzanine, Restrooms, Janitor and File Storage</u>	<u>\$84,147.00</u>
<u>Alternate Bid No. 3, Add Entry Lobby, Breakroom, Evidence and Mat Room</u>	<u>\$33,800.00</u>

...

<u>Rock Removal</u>	<u>Cubic Yard</u>	<u>\$210.00</u>
<u>Removal of Unsuitable Soils and replacement with granular fill</u>	<u>Cubic Yard</u>	<u>\$ 38.00</u>

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 10th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty-Five ( 45 ) days after the Architect receives the Application for Payment.

...

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:  
*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Reduction or limitation of retainage shall be as follows: All progress payments shall be subject to the retainage by Owner of an amount equal to 5% of the dollar value of all work satisfactorily completed until the work to be performed under this Agreement is complete. Such Retainage shall be held in an Escrow Account in accordance with the Escrow Agreement attached herewith.

PAGE 5

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than ~~30~~45 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Forty-five (45) days

PAGE 6

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

...

J.D. Boruff, Operations and Facilities Director  
City of Bloomington Public Works

401 N. Morton St.  
Bloomington, IN 47404

...

Tony Fox  
Fox Construction Company, Inc.  
6931 South Old State Road 37  
Bloomington, IN 47403

PAGE 7

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

Final Payment:

Final Payment, including all escrowed principal and escrowed interest shall be due within sixty-one (61) days following the Date of Substantial Completion, as defined above. If at that time there are any remaining uncompleted minor items, an amount equal to two hundred percent (200%) of the value of each item as determined by the Architect shall be withheld until said time or items are completed.

...

Reference Exhibit H, City of Bloomington Supplementary Conditions to the Contract

...

See attached Exhibit 'B'

...

See attached Exhibit 'C'

...

Addendum 1

11/22/19

Fourteen (14)

PAGE 8

- (1) Exhibit A – Insurance and Bonds
- (2) Exhibit B – Drawings
- (3) Exhibit C – Specifications
- (4) Exhibit D – Escrow Agreement
- (5) Exhibit E – Contractors Affidavit in Compliance with Trench Safety Systems
- (6) Exhibit F – E-Verify Affidavit
- (7) Exhibit G – Contractors Drug Testing Plan and Compliance Affidavit
- (8) Exhibit H – Supplementary Conditions to the Contract

...

Kyla Cox Deckard President, Board of Public  
Works  
*(Printed name and title)*

Anthony J. Fox President  
*(Printed name and title)*

OWNER (Signature)  
John Hamilton, Mayor, City of Bloomington

CITY OF BLOOMINGTON  
Legal Department  
Reviewed By:  
MICHAEL ROUKER  
DATE: 12/10/19

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:20:39 ET on 12/10/2019 under Order No. 5178342167 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*

# AIA<sup>®</sup> Document A101<sup>™</sup> – 2017 Exhibit A

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 10th day of December in the year 2019  
(In words, indicate day, month and year.)

for the following PROJECT:  
(Name and location or address)

COB Police Training Annex  
3230 South Walnut Street  
Bloomington, Indiana

**THE OWNER:**  
(Name, legal status and address)

City of Bloomington  
401 North Morton Street  
Bloomington, IN 47404

**THE CONTRACTOR:**  
(Name, legal status and address)

Fox Construction Company, Inc.  
6931 South Old State Road 37  
Bloomington, IN 47403

### TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

#### ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction.

#### ARTICLE A.2 OWNER'S INSURANCE

##### § A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction. Article 11 of A201<sup>™</sup>-2017 contains additional insurance provisions.

**§ A.2.2 Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

**§ A.2.3 Required Property Insurance**

**§ A.2.3.1** Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder’s risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:  
*(Indicate below the cause of loss and any applicable sub-limit.)*

Causes of Loss	Sub-Limit
----------------	-----------

**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s and Contractor’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:  
*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit
----------	-----------

**§ A.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ A.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ A.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure

Init.

against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ A.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
  
- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
  
- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
  
- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
  
- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
  
- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
  
- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.



**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

**§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

**§ A.2.5.2 Other Insurance**  
*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

Coverage	Limits

**ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**

**§ A.3.1 General**

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ A.3.2 Contractor's Required Insurance Coverage**

**§ A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ A.3.2.2 Commercial General Liability**

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Five Hundred Thousand (\$ 500,000.00 ) each occurrence, Five Hundred Thousand (\$ 500,000.00 ) general aggregate, and Five Hundred Thousand (\$ 500,000.00 ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than One Hundred Thousand (\$ 100,000.00 ) each accident, One Hundred Thousand (\$ 100,000.00 ) each employee, and Five Hundred Thousand (\$ 500,000.00 ) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

Init.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

### § A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

[ ] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

[ ] § A.3.3.2.2 **Railroad Protective Liability Insurance**, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] § A.3.3.2.3 **Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ ] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[ ] § A.3.3.2.6 Other Insurance  
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:  
*(Specify type and penal sum of bonds.)*

Type	Penal Sum (\$0.00)
Payment Bond	One Hundred Percent (100%)
Performance Bond	One Hundred Percent (100%)

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

# Additions and Deletions Report for AIA® Document A101™ – 2017 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:18:45 ET on 12/10/2019.

## PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 10th day of December in the year 2019

...

COB Police Training Annex  
3230 South Walnut Street  
Bloomington, Indiana

...

City of Bloomington  
401 North Morton Street  
Bloomington, IN 47404

...

Fox Construction Company, Inc.  
6931 South Old State Road 37  
Bloomington, IN 47403

## PAGE 4

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Five Hundred Thousand (\$ 500,000.00 ) each occurrence, Five Hundred Thousand (\$ 500,000.00 ) general aggregate, and Five Hundred Thousand (\$ 500,000.00 ) aggregate for products-completed operations hazard, providing coverage for claims including

## PAGE 5

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ A.3.2.6 Employers' Liability with policy limits not less than One Hundred Thousand (\$ 100,000.00 ) each accident, One Hundred Thousand (\$ 100,000.00 ) each employee, and Five Hundred Thousand (\$ 500,000.00 ) policy limit.

## PAGE 7

Payment Bond

One Hundred Percent (100%)

Performance Bond

One Hundred Percent (100%)



DRAWING INDEX

COVER	DRAWING INDEX, CODE REVIEW, LOCATION MAP
C100	SITE/CIVIL NOTES
C101	OVERALL SURVEY
C201	DEMOLITION SITE PLAN
C301	EROSION CONTROL PLAN
C401	SITE GRADING PLAN
C402	SITE UTILITIES PLAN
C501	LANDSCAPE PLAN
C601	SITE/CIVIL DETAILS
C701	EROSION CONTROL DETAILS
A001	BASE BID AND ALTERNATE BID FLOOR PLANS
A101	MAIN FLOOR AND MEZZANINE FLOOR PLANS
A111	REFLECTED CEILING PLANS
A121	ROOF PLAN
A201	BUILDING ELEVATIONS
A301	BUILDING AND WALL SECTIONS
A601	SCHEDULES AND DETAILS
S101	FOUNDATION, MEZZANINE FRAMING AND ROOF FRAMING PLANS
S102	ROOF BRACING PLAN AND DETAILS
M001	MECHANICAL SCHEDULES
M002	MECHANICAL DIAGRAMS
M101	MAIN LEVEL MECHANICAL PLAN
M102	MEZZANINE AND CEILING MECHANICAL PLAN
M201	EXTERIOR DUCT DIAGRAM
M301	MECHANICAL SPECIFICATIONS
P001	PLUMBING SCHEDULES
P101	WASTE FLOOR PLAN
P201	PLUMBING FLOOR PLAN
P301	WASTE ISOMETRIC
E001	ELECTRICAL ABBREVIATIONS AND SYMBOLS
E002	ELECTRICAL DETAILS
E101	POWER PLANS
E201	POWER PLANS
E301	ELECTRICAL SCHEDULES
E401	ELECTRICAL SPECIFICATIONS
E501	ELECTRICAL SITE PLAN

**End of Exhibit 'B'**

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000110 Table of Contents

**DIV00 PROCUREMENT AND CONTRACTING REQUIREMENTS**

000110 Advertisement for Bids  
001000 Instructions to Bidders  
001010 Supplementary Instructions to Bidders  
001020 Table of Exhibits  
002510 Pre-Bid Conference  
003000 Bid Form  
003001 State Form 96  
004350 Subcontractor and Material List  
005010 Owner-Contractor Agreement  
007000 General Conditions  
008000 Supplementary Conditions  
009000 Escrow Agreement

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012300 Alternates  
012600 Contract Modification Procedures  
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013100 Project Management and Coordination  
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101423 Panel Signage  
102213 Wire Mesh Partitions  
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**DIV12 FURNISHINGS (Not Used)**

**End of Exhibit 'C'**

**EXHIBIT 'D'**  
**ESCROW AGREEMENT**

THIS ESCROW AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and Fox Construction Company, Inc., (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Owner and Contractor entered into an Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the amount of \$100,000.00 or more, for the construction of a public works project (the "Construction Agreement"); and

WHEREAS, said Construction Agreement provides that portions of payments by Owner to Contractor shall be retained by Owner (the "Retainage") and shall be placed in the escrow account created hereby.

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 Construction Agreement 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. Such deposit shall be made within three (3) business days after the date such payments are made to Contractor.

The Escrow Agent shall open a "Money Market" account that invests primarily in short-term, interest bearing bank deposit accounts, and/or investment grade securities and deposit said Retainage promptly into the account; however, the Escrow Agent makes no representation as to the yield of such investment and will not bear liability for any delays in depositing the Retainage or for any failure to achieve the maximum possible yield from such Deposit.

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 specific escrow fund so that a quarterly accounting can and shall be made to the Contractor of all investments made in such funds and all income, fees, payments, deposits, and other activities related to the escrow funds.

The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled thereto or, herein, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow Account for the period for which the Deposit is held by Escrow Agent. As a condition to the delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may require its release from any liability

arising out of the execution or performance hereof, such release to be in a form reasonably satisfactory to Escrow Agent.

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, Net Deposit, plus any accrued interest thereon, less any expenses, including but not limited to attorneys' fees, thereof only upon the execution and delivery to it of a Payment Certificate attached here as Exhibit A, 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 Payment Certificate the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of the escrowed income to the person(s) specified in the Payment Certificate. 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.

Although statutorily entitled to a fee, the Escrow Agent agrees to waive the monthly statement fee and the monthly minimum balance.

All income earned on the escrowed principal shall be paid to the Contractor.

In lieu of the presentation of the Payment Certificate described above, any document purporting to be a certificate will be deemed by the Escrow Agent to be a proper certificate, or will suffice as a joint instruction, if it contains: (i) the name of the payee; (ii) the amount of the payment to be made; (iii) the manner of payment (i.e., by certified or cashier's check, by account-to-account transfer, or by wire transfer, whichever is applicable); and (iv) the signatures of each of the Parties hereto, excluding the Escrow Agent.

Escrow Agent will be entitled to rely upon the authenticity of any signature (and upon any facsimile of a signature as if it were an original signature) and the genuineness and/or validity of any writing received by Escrow Agent from either of the Parties pursuant to or otherwise relating to this Escrow Agreement.

Each signatory to this Escrow Agreement warrants that it has full and complete authority to enter into this Escrow Agreement.

The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any

uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged and relieved of any and all liability hereunder.

The Escrow Agent may resign at any time by giving a minimum of thirty (30) days' prior written notice of resignation to the Parties, such resignation to be effective on the date specified in such notice. The Deposit, and any other assets held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation, will be delivered to a successor escrow agent designated in writing jointly by the Parties. If no successor escrow agent has been appointed as of the effective date of the resignation, all obligations of the Escrow Agent hereunder will nevertheless cease and terminate, except that the Escrow Agent's sole responsibility thereafter will be to keep safely the Deposit then held by it and to deliver the same to a person designated by both Parties or in accordance with the direction of a final order or judgment of a court of competent jurisdiction.

The Escrow Agent has no responsibility concerning compliance by the Parties with their duties to each other under this Escrow Agreement or any other agreements. Escrow Agent will have only such duties and obligations as are specifically imposed upon it by the terms and conditions of this Escrow Agreement and no implied duties or obligations will be read into this Escrow Agreement against Escrow Agent.

The Parties, jointly and severally, agree to indemnify and hold harmless Escrow Agent from and against any and all costs including its attorney's fees, claims or damages howsoever occasioned that may be incurred by Escrow Agent acting under this Escrow Agreement or to which Escrow Agent may be put in connection with Escrow Agent acting under this Escrow Agreement arising from the Parties' willful misconduct or negligence.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided above, the escrowed funds shall be paid 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 account shall be a commercial money market account set up by the Escrow Agent to hold the retainage, and there shall be no fees and no minimum balance required. The account shall earn interest rate based on balances. The Parties agree to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel).

The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.

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, other than loss or damage directly caused by Escrow Agent's own gross negligence or willful misconduct.

This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived only by a written instrument executed by all the Parties hereto.

This Escrow Agreement contains the entire agreement between the Parties with respect to the escrow transaction contemplated herein and may not be changed or terminated orally.

This Escrow Agreement shall be governed by the laws of the State of Indiana.

This Escrow Agreement will be binding upon and inure solely to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns, and will not be enforceable by or inure to the benefit of any third party, except any successor escrow agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties, except that either of the Parties may assign its rights and obligations hereunder in connection with a permitted assignment of its rights and obligations under the Agreement in which case any signatures required hereunder will be those of such assignee.

This Escrow Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

All notices, waivers, consents, approvals and other communications hereunder shall be in writing and shall be deemed to have been properly given on the date of service if delivered personally or on the date of mailing if deposited in the United States mail, first class postage prepaid, to the extent required by applicable law, and will comply with the requirements of the Uniform Commercial Code then in effect, addressed appropriately as follows:

If to Owner:

City of Bloomington Board of Public Works  
401 N. Morton Street, Suite 220  
Bloomington IN 47404  
Attn: Michael Rouker, City Attorney

If to Escrow Agent:

First Financial Bank  
536 N. College Ave.  
Bloomington, IN 47404  
Attn: Cindy Kinnarney

If to Contractor:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

Attn: \_\_\_\_\_

In Witness Whereof, the undersigned have executed this Escrow Agreement as of the day and year first above written.

**OWNER:**

City of Bloomington, Board of Public Works

By: \_\_\_\_\_

Kyla Cox Deckard, President

**CONTRACTOR:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Tax I.D. No.: \_\_\_\_\_

**ESCROW AGENT:**

First Financial Bank

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AUTHORIZATION TO RELEASE ESCROW FUNDS**  
(Date) \_\_\_\_\_

First Financial Bank  
536 N. College Avenue  
Bloomington, IN 47404

Attn: Cindy Kinnarney

Ladies and Gentlemen:

Pursuant to that certain Escrow Agreement dated as of \_\_\_\_\_, 20\_\_\_\_, by and among you as Escrow Agent and the undersigned (the "Escrow Agreement"), the undersigned hereby jointly notify and instruct you to issue a check for the balance in the Escrow Account as follows:

Escrow Account for Retainage on Project: \_\_\_\_\_  
Account Holder/Contractor: \_\_\_\_\_  
Primary Account Number: \_\_\_\_\_

The undersigned, in consideration of the release of funds being held by Escrow Agent, and other good and valuable consideration, receipt of which is hereby acknowledged, hereby release, acquit and forever discharge the Escrow Agent, and it employees, officers, directors, agents, accountants, attorneys and parent companies, and all directors, agents, accounts and attorneys of such parent companies and all employees, officers, and heirs, executors, administrators, successors and assigns of all of the foregoing, jointly and severally (collectively, the "Bank Parties"), of and from all and any manner of action, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, covenants, contracts, agreements, promises, obligations, defenses, offsets, counterclaims, damages, judgments, claims, demands and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, that any one or more of the undersigned had, have, may have or may in the future have against any one or more of the Bank Parties arising out of, for or by reason of or resulting from or in any way related, directly or indirectly, to the Escrow Agreement. In addition, the undersigned, jointly and severally, agree not to commence, aid, cause, permit, join in, prosecute or participate in any suit or other proceeding in a position which is adverse to any of the Bank Parties, which suit or proceeding arises from or relates to, in whole or in part, directly or indirectly, any of the foregoing matters.

Sincerely,

THE ESCROW PARTIES:

The City of Bloomington

Contractor

By: \_\_\_\_\_  
Michael Diekhoff, Chief  
Bloomington Police Department

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Reviewed and Approved By:

\_\_\_\_\_  
Michael Rouker, City Attorney  
Legal Department

Escrow Agent  
First Financial Bank

Dated: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

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

EXHIBIT E

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Monroe )

**AFFIDAVIT**

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

1. The undersigned is the \_\_\_\_\_ President \_\_\_\_\_ of \_\_\_\_\_  
(Job title)  
Fox Construction Company, Inc. \_\_\_\_\_  
(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:
  - 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. 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  
Anthony J. Fox

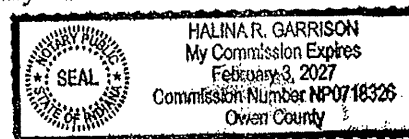
\_\_\_\_\_  
Printed Name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Monroe )

Before me, a Notary Public in and for said County and State, personally appeared  
Anthony J. Fox \_\_\_\_\_ and acknowledged the execution of the foregoing this  
2nd day of December, 20 19 .

My Commission Expires: 02/03/2027 \_\_\_\_\_  
Signature of Notary Public

County of Residence: Owen \_\_\_\_\_  
Printed Name of Notary Public





"AFFIDAVIT"

STATE OF Indiana )  
 ) SS:  
COUNTY OF Monroe )

E-VERIFY AFFIDAVIT

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

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

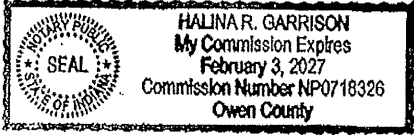
*Anthony J. Fox*  
Signature  
Anthony J. Fox  
Printed Name

STATE OF Indiana )  
 ) SS:  
COUNTY OF Monroe )

Before me, a Notary Public in and for said County and State, personally appeared Anthony J. Fox and acknowledged the execution of the foregoing this 2nd day of December, 2019.

*Halina R. Garrison*  
Notary Public's Signature

Halina R. Garrison  
Printed Name of Notary Public  
My Commission Expires: 02/03/2027  
County of Residence: Owen



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

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Monroe )

**AFFIDAVIT**

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

1. The undersigned is the President of Fox Construction Company, Inc.  
(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.					
				<b>Total</b>	<b>\$</b>

Method of Compliance (Specify) Per OSHA Requirements

Date: December 2, 20 19

*Anthony J. Fox*  
Signature

Anthony J. Fox  
Printed Name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Monroe )

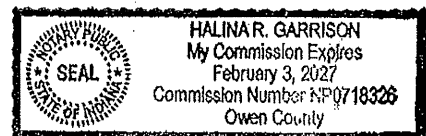
Before me, a Notary Public in and for said County and State, personally appeared Anthony J. Fox and acknowledged the execution of the foregoing this 2nd day of December, 20 19.

My Commission Expires: 02/03/2027 *Halina R. Garrison*  
Signature of Notary Public

County of Residence: Owen Halina R. Garrison  
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**.



## EXHIBIT 'H'

### **SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT A101 - 2017, Standard Form of Agreement Between Owner and Contractor**

The following supplements modify the Standard Form of Agreement Between Owner and Contractor, AIA Document A101 -2017. Where a portion of the Agreement is modified or deleted by these Supplementary Conditions, the unaltered portions of the Agreement shall remain in effect

#### **ARTICLE 2 - THE WORK OF THIS CONTRACT**

Add the following paragraphs 2.1 and 2.2 as follows:

**2.1** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by Owner are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then Owner 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.

**2.2** Owner 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.

#### **ARTICLE 3 - DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

Add the following sub-paragraph 3.1.1 as follows:

**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 Owner. 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.

#### **ARTICLE 8 - MISCELLANEOUS PROVISIONS**

Add the following miscellaneous provision 8.6.1 as follows:

##### **§ 8.6.1 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 Exhibit F, 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 Owner obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Owner shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation will 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 Owner shall terminate the Agreement, unless the Owner determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Owner may allow the Agreement to remain in effect until the Owner procures a new contractor. If the Owner terminates the Agreement, the Contractor or its subcontractor is liable to the Owner 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 Owner.

Add the following miscellaneous provision 8.6.2 as follows:

**§ 8.6.2 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 the Owner; or provides false information to Owner regarding Contractor 's employee drug testing program. Contractor shall sign an affidavit, attached as Exhibit E, affirming that Contractor has and shall implement Contractor 's employee drug testing program throughout the term of this project.

Add the following miscellaneous provision 8.6.3 as follows:

**§ 8.6.3 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.

Contractor is required to comply with OSHA 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 Exhibit G, affirming that Contractor shall maintain compliance with OSHA requirements for excavations of at least five (5) feet in depth.

Add the following miscellaneous provisions 8.6.4 as follows:

**§ 8.6.4 Steel or Foundry Products**

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 Owner feel that the cost of domestic steel or foundry products is unreasonable; Owner will notify Contractor in writing of this fact.

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."

Domestic Foundry products are defined as follows:

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

The United States is defined to include all territory subject to the jurisdiction of the United States. Owner may not authorize or make any payment to Contractor unless Owner is satisfied that Contractor has fully complied with this provision.



# Board of Public Works Staff Report

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**Project/Event:** Award Contract for Construction of the Kirkwood Maintenance Project  
**Petitioner/Representative:** Planning and Transportation Department  
**Staff Representative:** Roy Aten  
**Date:** December 10<sup>th</sup>, 2019

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**Report:** On Wednesday November 20<sup>th</sup>, 2019, at a public meeting in the McCloskey Conference Room, City Staff opened bid submittals for the Kirkwood Maintenance Project. This Project will include milling and repaving East Kirkwood Avenue from Walnut Street to Indiana Avenue. Additionally, crosswalks will be replaced with decorative stamped concrete, and removable bollards will be installed at the intersections.

The work will begin in the spring of next year and is anticipated to last for 90 days. Temporary closures of the intersections along Kirkwood will necessary for construction, however access to all local businesses will be maintained throughout the project.

One bid was received for the project from E&B Paving, Inc.

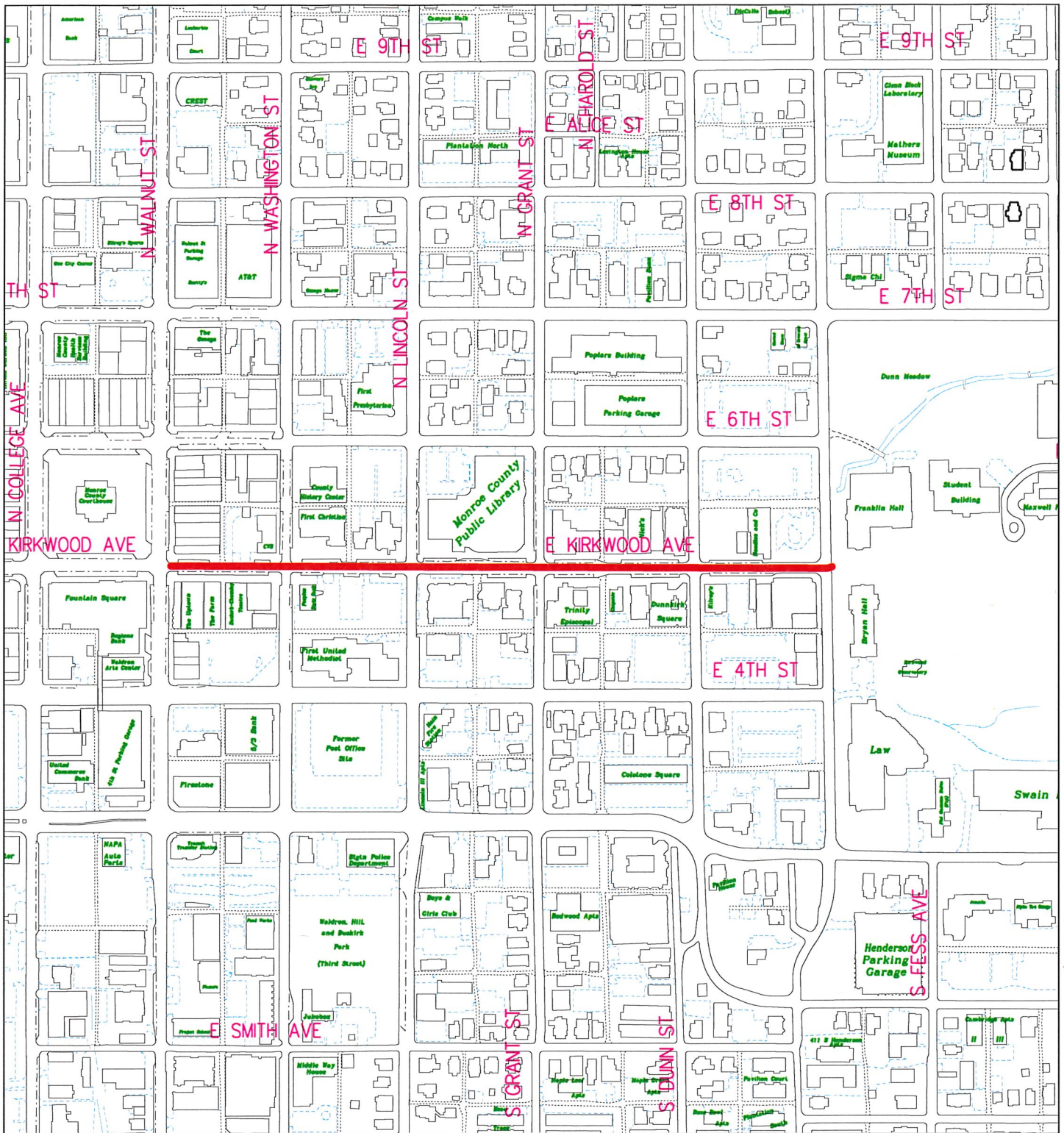
	E&B Paving, Inc.
Base Bid (paving and crosswalks)	\$750,976.95
Alternate #1 (bollards from Walnut to Lincoln)	\$96,606.00
Alternate #2 (bollards from Lincoln to Indiana)	\$210,275.00
<b>Total Bid</b>	<b>\$1,057,857.95</b>

Funding for this project will be in part from a Community Crossing Matching Grant award of \$291,409.50.

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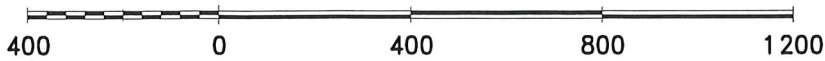
**Recommendation and Supporting Justification:** City Staff has reviewed the bid and is recommending awarding the base bid and both alternates of the Kirkwood Maintenance Project to E&B Paving, Inc.

Recommend  Approval  Denial by: *Roy Aten*



**Kirkwood Avenue Maintenance Project**  
**From Walnut Street to Indiana Avenue**

By: ateno  
 25 Apr 19



For reference only; map information NOT warranted.

City of Bloomington



Scale: 1" = 400'



# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

E & B PAVING, INC.

FOR

KIRKWOOD AVENUE MAINTENANCE PROJECT

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

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for **the reconstruction of crosswalks, installation of protective bollards, and milling and repaving East Kirkwood Avenue from Walnut Street to Indiana Avenue.** (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 as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

**2.02** All work required under this Agreement shall be substantially completed by the CONTRACTOR within ninety (90) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

**2.03** 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.

**2.04** CONTRACTOR agrees that no charges or claims for damages shall be made by him or her 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** Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. 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 or her own and all subcontracted employees, to City Engineer or his or her representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

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

### **ARTICLE 4. RETAINAGE**

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Bid Form, the Owner requires that retainage be held set out below.

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

**4.02** **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

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

**4.04** **Withholding Funds for Completion of Contract** If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner

that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

## **ARTICLE 5. GENERAL PROVISIONS**

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

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 or her 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 or her 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 or she 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 or her 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 or her 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 or her Surety for his or her 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 Bond and the Payment Bond.
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 or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A.     Worker's Compensation & Disability	Statutory Requirements
B.     Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C.     Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage, contractual liability, products-completed operations,	and \$2,000,000 in the

General Aggregate Limit (other than Products/Completed Operations)	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.

Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Breach of this covenant may be regarded as a material breach of the Agreement.

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

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

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

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

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

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

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

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

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

## **5.09 Workmanship and Quality of Materials**

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

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

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

**5.10** **Safety**. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws,

whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

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

**5.11 Amendments/Changes**

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

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

**5.11.03** If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he or she 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.

**5.13.01** The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board's final settlement with the 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		
Attn: Roy Aten, Senior Project Manager		
401 N. Morton St., Suite 130		
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:

BY:

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Beth H. Hollingsworth, Member

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Dana Palazzo, Member

\_\_\_\_\_  
Title of Contractor Representative

\_\_\_\_\_  
John Hamilton, Mayor of Bloomington

**ATTACHMENT 'A'**

**"SCOPE OF WORK"**

Kirkwood Avenue Maintenance Project

This project shall include, but is not limited to, the reconstruction of crosswalks, installation of protective bollards, and milling and repaving East Kirkwood Avenue from Walnut Street to Indiana Avenue.

**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.					
				<b>Total</b>	<b>\$ _____</b>

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

Commission #: \_\_\_\_\_

\*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 \_\_\_\_\_ )

E-Verify AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA )
)SS:
COUNTY OF \_\_\_\_\_ )

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

My Commission Expires: \_\_\_\_\_

Signature of Notary Public

County of Residence: \_\_\_\_\_

Printed Name of Notary Public

Commission #: \_\_\_\_\_

**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 \_\_\_\_\_)

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

Commission #: \_\_\_\_\_

**ATTACHMENT 'E'**



**City of Bloomington  
Planning and Transportation Department**

Letting Date: November 20th, 2019

Proposal Schedule of Items (Unit Prices)

Page 1 of 2

Project Title : Kirkwood Avenue Maintenance Project

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
001	105-06845	CONSTRUCTION ENGINEERING	1	LS	\$8,000.00	\$8,000.00
002	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$35,000.00	\$35,000.00
003	201-52370	CLEARING RIGHT OF WAY	1	LS	\$86,500.00	\$86,500.00
004	203-02000	UNDERCUT AND REPLACE WITH COMP. AGG NO. 53s	37	CYS	\$125.00	\$4,625.00
005	205-06933	TEMPORARY INLET PROTECTION	33	EACH	\$125.00	\$4,125.00
006	207-08264	SUBGRADE TREATMENT, TYPE II	1124	SYS	\$47.50	\$53,390.00
007	214-11796	GEOGRID, TYPE IB	112	SYS	\$6.00	\$672.00
008	301-12234	COMPACTED AGGREGATE NO. 53	3	CYS	\$195.00	\$585.00
009	305-07465	PCC BASE PATCHING, 10"	514	SYS	\$105.00	\$53,970.00
010	306-08034	MILLING, ASPHALT, 1 1/2 IN.	7412	SYS	\$4.25	\$31,501.00
011	306-08595	MILLING, ASPHALT, 3.5"	653	SYS	\$5.75	\$3,754.75
012	401-07321	HMA, 2, 64, SURFACE, 9.5mm (TYPE B)	711	TON	\$105.00	\$74,655.00
013	401-07371	HMA, 2, 64, INTERMEDIATE, 12.5 mm (TYPE B)	72	TON	\$115.00	\$8,280.00
014	406-05521	ASPHALT FOR TACK COAT	8064	SYS	\$0.25	\$2,016.00
015	502-06327	10.0" PCCP, COLORED, STAMPED CONCRETE FOR CROSSWALKS	610	SYS	\$275.00	\$167,750.00
016	604-06070	SIDEWALK, CONCRETE, 6" (TOOLED TO MATCH EXISTING)	22	SYS	\$120.00	\$2,640.00
017	604-08086	CURB RAMP, CONCRETE	348	SYS	\$230.00	\$80,040.00
018	604-12083	DETECTABLE WARNING SURFACES	65	SYS	\$325.00	\$21,125.00
019	605-06120	CURB, CONCRETE	420	LFT	\$65.00	\$27,300.00
020	720-44000	CASTING, ADJUST TO GRADE	20	EACH	\$850.00	\$17,000.00
021	720-94840	CASTING, VALVE, ADJUST TO GRADE	10	EACH	\$90.00	\$900.00
022	801-06775	MAINTAINING TRAFFIC	1	LS	\$58,500.00	\$58,500.00
023	808-03439	TRANSVERSE MARKING THERMOPLASTIC CROSSWALK, WHITE 24"	64	LFT	\$11.00	\$704.00
024	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4"	428	LFT	\$1.15	\$492.20
025	808-75043	LINE, THERMOPLASTIC, SOLID, WHITE, 6"	28	LFT	\$3.45	\$96.60
026	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4"	2996	LFT	\$1.15	\$3,445.40
027	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, 24 IN	195	LFT	\$11.00	\$2,145.00
028	808-97664	PAVEMENT MESSAGE MARKING, THERMOPLASTIC HANDICAP SYMBOL, WHITE ON BLUE	4	EACH	\$285.00	\$1,140.00
029		RESET BIKE RACKS, INCLUDING ANCHOR BOLTS	5	EACH	\$125.00	\$625.00

<b>TOTAL BASE BID:</b>	<b>\$750,976.95</b>
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CONTINUED TO NEXT PAGE



Project Title : Kirkwood Avenue Maintenance Project

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
ALTERNATE #1, BOLLARDS FROM WALNUT TO LINCOLN						
030	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$1,500.00	\$1,500.00
031	203-02000	COMMON EXCAVATION - FOR FOOTERS	36	CYS	\$125.00	\$4,500.00
032	702-51015	CONCRETE B, FOOTINGS	36	CYS	\$750.00	\$27,000.00
033	703-06028	REINFORCING BARS	3952	LBS	\$3.00	\$11,856.00
034	802-03896	BOLLARD	29	EACH	\$1,750.00	\$50,750.00
035	801-06775	MAINTAINING TRAFFIC	1	LS	\$1,000.00	\$1,000.00
<b>TOTAL ALTERNATE #1:</b>						<b>\$96,606.00</b>

ALTERNATE #2, BOLLARDS FROM LINCOLN TO INDIANA						
036	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$2,000.00	\$2,000.00
037	203-02000	COMMON EXCAVATION - FOR FOOTERS	82	CYS	\$125.00	\$10,250.00
038	702-51015	CONCRETE B, FOOTINGS	82	CYS	\$750.00	\$61,500.00
039	703-06028	REINFORCING BARS	9675	LBS	\$3.00	\$29,025.00
040	802-03896	BOLLARD	71	EACH	\$1,500.00	\$106,500.00
041	801-06775	MAINTAINING TRAFFIC	1	LS	\$1,000.00	\$1,000.00
<b>TOTAL ALTERNATE #2:</b>						<b>\$210,275.00</b>

Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.





## Board of Public Works Staff Report

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**Project/Event:** Award Construction Agreement to Milestone Contractors, L.P., for the Adams Street Sidewalk and Intersection Improvements Project

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Russell White

**Date:** 12/10/2019

---

**Report:** On December 2, 2019, sealed bids for the Adams Street Sidewalk and Intersection Improvements Project were opened. Work to be completed under this contract includes construction of a sidewalk along the east side of Adams Street from Patterson Drive to Kirkwood Avenue. It will also replace the traffic signal equipment at the intersection of Adams Street and Kirkwood Avenue and make other geometric modifications along Adams Street including installation of physically protected bicycle lanes.

Four bids were received for this project:

Milestone Contractors, L.P. \$1,259,943.00

E & B Paving Inc. \$1,263,000.00

Crider & Crider \$1,504,773.48

Ragle, Inc. \$1,551,806.40

---

**Recommendation and Supporting Justification:** City Staff reviewed the Bids and are recommending awarding the agreement to Milestone Contractors, L.P., the lowest responsible and responsive bidder, which bid \$1,259,943.00.

**Recommend**  **Approval**  **Denial by:** *Russell White*

# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

Milestone Contractors, L.P.

FOR

**S. Adams Street Sidewalk and 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 Milestone Contractors, L.P., (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for ***construction of a sidewalk along the east side of S. Adams Street from S. Patterson Drive to W. Kirkwood Avenue. It will also replace the traffic signal equipment at the intersection of S. Adams Street and W. Kirkwood Avenue and make other geometric modifications along S. Adams Street including installation of physically protected bicycle lanes.***, (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 as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

**2.02** All work required under this Agreement shall be substantially completed by the CONTRACTOR within one hundred twenty (120) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

**2.03** 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.

**2.04** CONTRACTOR agrees that no charges or claims for damages shall be made by him or her 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** Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. 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 or her own and all subcontracted employees, to City Engineer or his or her representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

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

### **ARTICLE 4. RETAINAGE**

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Bid Form, the Owner requires that retainage be held set out below.

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

**4.02** **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

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

complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

## **ARTICLE 5. GENERAL PROVISIONS**

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

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 or her 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 or her 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 or she 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 or her 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 or her 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 or her 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 or her Surety for his or her 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 Bond and the Payment Bond.
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 or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

**5.08 Non-Discrimination**

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

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

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

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

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

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

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

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

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

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

**5.09 Workmanship and Quality of Materials**

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

**5.09.02 OR EQUAL:** Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term

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

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

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

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

#### **5.11 Amendments/Changes**

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

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

**5.11.03** If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he or she 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.



**5.13.01** The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board’s final settlement with the 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		
Attn: Russell White, Project Manager		
P.O. Box 100 Suite 130		
Bloomington, Indiana 47402		

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

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

**5.17** **Steel or Foundry Products**

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

**5.17.02** Domestic Steel products are defined as follows:

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

**5.17.03** Domestic Foundry products are defined as follows:

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

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

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

**5.18** **Verification of Employees’ Immigration Status**

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an

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

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

**5.19 Drug Testing Plan**

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

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

DATE: \_\_\_\_\_

City of Bloomington

Bloomington Board of Public Works

BY:

BY:

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Beth H. Hollingsworth, Member

\_\_\_\_\_  
Printed Name

---

Dana Palazzo, Member

---

Title of Contractor Representative

---

John Hamilton, Mayor of Bloomington

## **ATTACHMENT 'A'**

### **"SCOPE OF WORK"**

#### **S. Adams Street Sidewalk and Intersection Improvements**

This project shall include, but is not limited to, the construction of a sidewalk along the east side of S. Adams Street from S. Patterson Drive to W. Kirkwood Avenue. It will also replace the traffic signal equipment at the intersection of S. Adams Street and W. Kirkwood Avenue and make other geometric modifications along S. Adams Street including installation of physically protected bicycle lanes.

**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.					
				<b>Total</b>	<b>\$ _____</b>

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 \_\_\_\_\_)

**E-Verify AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_)

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

\_\_\_\_\_  
Notary Public's Signature

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

**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

**ATTACHMENT 'E'**

**"Unit Prices"**





Project Title : Adams Street Sidewalk and Intersection Improvements

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
001	105-06845	CONSTRUCTION ENGINEERING	1.00	LS	\$20,000.00	\$20,000.00
002	110-01001	MOBILIZATION AND DEMOBILIZATION	1.00	LS	\$60,000.00	\$60,000.00
003	201-02255	TREE 18 IN., REMOVE	8.00	EACH	\$550.00	\$4,400.00
004	202-02273	CENTER CURB, CONCRETE, REMOVE	11.00	SYS	\$45.00	\$495.00
005	202-02278	CURB, CONCRETE, REMOVE	118.00	LFT	\$14.00	\$1,652.00
006	202-02279	CURB AND GUTTER, REMOVE	653.00	LFT	\$12.00	\$7,836.00
007	202-52710	SIDEWALK CONCRETE, REMOVE	1919.00	SYS	\$5.00	\$9,595.00
008	202-91385	INLET, REMOVE	3.00	EACH	\$320.00	\$960.00
009	202-93741	GUARDRAIL, END TREATMENT, REMOVE	2.00	EACH	\$500.00	\$1,000.00
010	202-96133	PIPE, REMOVE	50.00	LFT	\$30.00	\$1,500.00
011	203-02000	EXCAVATION, COMMON	1080.00	CYS	\$65.00	\$70,200.00
012	203-02070	BORROW	354.00	CYS	\$48.00	\$16,992.00
013	205-12108	STORM WATER MANAGEMENT BUDGET SWQCP PREPARATION AND	3096.00	DOL	\$1.00	\$3,096.00
014	205-12109	IMPLEMENTATION, LEVEL 1	1.00	LS	\$6,000.00	\$6,000.00
015	206-51230	EXCAVATION, FOUNDATION, UNCLASSIFIED	15.00	CYS	\$438.00	\$6,570.00
016	207-08264	SUBGRADE TREATMENT, TYPE II	100.00	SYS	\$13.60	\$1,360.00
017	207-09935	SUBGRADE TREATMENT, TYPE IC	2096.00	SYS	\$22.00	\$46,112.00
018	211-02050	B BORROW	50.00	CYS	\$75.00	\$3,750.00
019	211-09264	STRUCTURE BACKFILL, TYPE I	40.00	CYS	\$38.00	\$1,520.00
020	301-12234	COMPACTED AGGREGATE NO 53	110.00	CYS	\$140.00	\$15,400.00
021	304-07493	WIDENING WITH HMA, TYPE B	613.00	TON	\$167.00	\$102,371.00
022	306-08034	MILLING, ASPHALT, 1 1/2 IN.	7033.00	SYS	\$4.75	\$33,406.75
023	401-10258	JOINT ADHESIVE, SURFACE	6828.00	LFT	\$1.10	\$7,510.80
024	401-10259	JOINT ADHESIVE, INTERMEDIATE	3332.00	LFT	\$1.50	\$4,998.00
025	401-11785	LIQUID ASPHALT SEALANT	6828.00	LFT	\$0.66	\$4,506.48
026	402-07433	HMA SURFACE, TYPE B	584.00	TON	\$125.00	\$73,000.00
027	402-07451	HMA WEDGE AND LEVEL, TYPE B	15.00	TON	\$470.00	\$7,050.00
028	406-05520	ASPHALT FOR TACK COAT	3.00	TON	\$700.00	\$2,100.00
029	502-11564	PCCP, 7 IN.	35.00	SYS	\$116.00	\$4,060.00

CONTINUED TO NEXT PAGE



Project Title : Adams Street Sidewalk and Intersection Improvements

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
0030	503-05240	D-1 CONTRACTION JOINT	21.00	LFT	<u>\$26.00</u>	<u>\$546.00</u>
0031	601-02241	GUARDRAIL, REMOVE	83.00	LFT	<u>\$15.00</u>	<u>\$1,245.00</u>
0032	604-06070	SIDEWALK, CONCRETE	918.00	SYS	<u>\$42.00</u>	<u>\$38,556.00</u>
0033	604-08086	CURB RAMP, CONCRETE	168.00	SYS	<u>\$100.00</u>	<u>\$16,800.00</u>
0034	604-12083	DETECTABLE WARNING SURFACES	23.00	SYS	<u>\$270.00</u>	<u>\$6,210.00</u>
0035	605-06120	CURB, CONCRETE	1597.00	LFT	<u>\$32.00</u>	<u>\$51,104.00</u>
0036	605-06125	CURB, CONCRETE, MODIFIED	93.00	LFT	<u>\$40.00</u>	<u>\$3,720.00</u>
0037	605-06125(1)	CURB, CONCRETE, MODIFIED (PLANTER)	1125.00	LFT	<u>\$36.00</u>	<u>\$40,500.00</u>
0038	605-06140	CURB AND GUTTER, CONCRETE	483.00	LFT	<u>\$50.00</u>	<u>\$24,150.00</u>
0039	605-06215	CENTER CURB, D CONCRETE	10.00	LFT	<u>\$250.00</u>	<u>\$2,500.00</u>
0040	605-52807	CURB AND GUTTER, COMBINED (SLOPING)	99.00	LFT	<u>\$50.00</u>	<u>\$4,950.00</u>
0041	610-09108	PCCP FOR APPROACHES, 9 IN.	100.00	SYS	<u>\$65.00</u>	<u>\$6,500.00</u>
0042	615-06505	MONUMENT, B	7.00	EACH	<u>\$1,100.00</u>	<u>\$7,700.00</u>
0043	618-03659	BUS SHELTER RESET MOBILIZATION AND DEMOBILIZATION FOR	1.00	EACH	<u>\$3,400.00</u>	<u>\$3,400.00</u>
0044	621-01004	SEEDING	8.00	EACH	<u>\$450.00</u>	<u>\$3,600.00</u>
0045	621-06545	FERTILIZER	1.00	TON	<u>\$500.00</u>	<u>\$500.00</u>
0046	621-06560	MULCHED SEEDING U	810.00	SYS	<u>\$3.70</u>	<u>\$2,997.00</u>
0047	621-06567	WATER	6.00	KGAL	<u>\$5.00</u>	<u>\$30.00</u>
0048	621-06570	TOPSOIL	155.00	CYS	<u>\$110.00</u>	<u>\$17,050.00</u>
0049	621-06575	SODDING, NURSERY PLANT, DECIDUOUS TREE, SINGLE STEM,	1269.00	SYS	<u>\$14.50</u>	<u>\$18,400.50</u>
0050	622-05650	OVER 2 IN. TO 2.5 IN	18.00	EACH	<u>\$550.00</u>	<u>\$9,900.00</u>
0051	715-05048	PIPE, TYPE 4, CIRCULAR, 6 IN.	1214.00	LFT	<u>\$8.73</u>	<u>\$10,598.22</u>
0052	715-05053	PIPE, UNDERDRAIN, OUTLET 6 IN.	84.00	LFT	<u>\$87.20</u>	<u>\$7,324.80</u>
0053	715-05149	PIPE, TYPE 2, CIRCULAR, 12 IN.	96.00	LFT	<u>\$80.00</u>	<u>\$7,680.00</u>
0054	718-12305	GEOTEXTILES FOR UNDERDRAIN, TYPE 1A	1518.00	SYS	<u>\$2.80</u>	<u>\$4,250.40</u>
0055	718-52610	AGGREGATE FOR UNDERDRAINS	108.00	CYS	<u>\$90.00</u>	<u>\$9,720.00</u>
0056	720-44000	CASTING, ADJUST TO GRADE (INLET)	1.00	EACH	<u>\$550.00</u>	<u>\$550.00</u>
0057	720-44000(1)	CASTING, ADJUST TO GRADE (MANHOLE)	1.00	EACH	<u>\$550.00</u>	<u>\$550.00</u>

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Project Title : Adams Street Sidewalk and Intersection Improvements

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
0058	720-45005	INLET, A2	1.00	EACH	\$2,800.00	\$2,800.00
0059	720-45045	INLET, J10	1.00	EACH	\$2,500.00	\$2,500.00
0060	720-45410	MANHOLE, C4	2.00	EACH	\$3,500.00	\$7,000.00
0061	720-45605	STRUCTURE, MANHOLE, RECONSTRUCTED	2.00	LFT	\$1,000.00	\$2,000.00
0062	720-98174	INLET, B15	1.00	EACH	\$3,200.00	\$3,200.00
0063	732-11770	AGGREGATE FOR DRAINAGE FILL	42.00	CYS	\$180.00	\$7,560.00
0064	732-11810	MODULAR BLOCK WALL	1280.00	SFT	\$14.00	\$17,920.00
0065	732-11811	MODULAR BLOCK WALL ERECTION	1280.00	SFT	\$20.00	\$25,600.00
0066	801-04308	ROAD CLOSURE SIGN ASSEMBLY TEMPORARY PAVEMENT MARKING,	1.00	EACH	\$217.00	\$217.00
0067	801-06207	REMOVABLE, 4 IN. TEMPORARY PAVEMENT MARKING,	17985.00	LFT	\$0.90	\$16,186.50
0068	801-06209	REMOVABLE, 6 IN.	562.00	LFT	\$4.50	\$2,529.00
0069	801-06211	TEMPORARY PAVEMENT MESSAGE MARKING, REMOVABLE, LANE INDICATION ARROW TEMPORARY TRANSVERSE PAVEMENT	5.00	EACH	\$225.00	\$1,125.00
0070	801-06218	MARKING, REMOVEABLE, 24 IN.	119.00	LFT	\$12.00	\$1,428.00
0071	801-06640	CONSTRUCTION SIGN, A	22.00	EACH	\$165.00	\$3,630.00
0072	801-06645	CONSTRUCTION SIGN, B	21.00	EACH	\$75.00	\$1,575.00
0073	801-06775	MAINTAINING TRAFFIC	1.00	LS	\$81,999.85	\$81,999.85
0074	801-07118	BARRICADE, III-A	30.00	LFT	\$12.00	\$360.00
0075	801-07119	BARRICADE, III-B	12.00	LFT	\$13.00	\$156.00
0076	802-04089	SIGN, SHEET, REMOVE SIGN POST, SQUARE TYPE 1 REINFORCED	5.00	EACH	\$52.50	\$262.50
0077	802-05701	ANCHOR BASE	219.00	LFT	\$18.00	\$3,942.00
0078	802-07059	SIGN, SHEET, AND SUPPORTS, REMOVE	9.00	EACH	\$53.00	\$477.00
0079	802-07060	SIGN, SHEET, RELOCATE	5.00	EACH	\$125.00	\$625.00
0080	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	59.00	SFT	\$29.00	\$1,711.00
0081	802-09840	SIGN, SHEET, WITH LEGEND, 0.100 IN.	26.00	SFT	\$18.00	\$468.00
0082	802-09842	SIGN, SHEET, WITH LEGEND, 0.125 IN.	60.00	SFT	\$42.00	\$2,520.00
0083	805-01300	TRAFFIC SIGNAL EQUIPMENT, REMOVE TRANSPORTATION OF SALVAGEABLE SIGNAL	6.00	EACH	\$500.00	\$3,000.00
0084	805-02087	EQUIPMENT PEDESTRIAN SIGNAL HEAD, COUNTDOWN, 18	1.00	LS	\$500.00	\$500.00
0085	805-02150	IN.	8.00	EACH	\$500.00	\$4,000.00
0086	805-02445	CONTROLLER AND CABINET, P1	1.00	EACH	\$27,000.00	\$27,000.00

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Project Title : Adams Street Sidewalk and Intersection Improvements

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
0087	805-02645	SIGNAL POLE FOUNDATION 24 IN. X 24 IN. X 36 IN.	7.00	EACH	\$700.00	\$4,900.00
0088	805-03979	EMERGENCY VEHICLE PREEMPTION DETECTOR, TWO CHANNEL, TWO DIRECTION	2.00	EACH	\$3,580.00	\$7,160.00
0089	805-03985	DETECTOR CABLE 3C 20GA.	733.00	LFT	\$1.00	\$733.00
0090	805-04782	VIDEO VEHICLE DETECTOR SYSTEM	1.00	EACH	\$5,500.00	\$5,500.00
0091	805-06600	CONDUIT, PVC, 3 IN.	24.00	LFT	\$20.00	\$480.00
0092	805-11375	SIGNAL CANTILEVER STRUCTURE, SINGLE ARM 25 FT.	1.00	EACH	\$18,000.00	\$18,000.00
0093	805-11376	SIGNAL CANTILEVER STRUCTURE, SINGLE ARM 30 FT.	1.00	EACH	\$19,000.00	\$19,000.00
0094	805-11377	SIGNAL CANTILEVER STRUCTURE, SINGLE ARM 35 FT.	1.00	EACH	\$20,000.00	\$20,000.00
0095	805-11379	SIGNAL CANTILEVER STRUCTURE, SINGLE ARM 45 FT.	1.00	EACH	\$22,000.00	\$22,000.00
0096	805-11744	HANDHOLE SIGNAL TYPE 2	8.00	EACH	\$680.00	\$5,440.00
0097	805-11815	CONDUIT, HDPE, 2 IN. SCHEDULE 80	554.00	LFT	\$37.00	\$20,498.00
0098	805-11817	PEDESTRIAN PUSH BUTTON, APS	8.00	EACH	\$980.00	\$7,840.00
0099	805-12016	UNINTERRUPTIBLE POWER SUPPLY	1.00	EACH	\$4,700.00	\$4,700.00
0100	805-78205	TRAFFIC SIGNAL HEAD, 3 SECTION, 12 IN.	8.00	EACH	\$700.00	\$5,600.00
0101	805-78225	TRAFFIC SIGNAL HEAD, 4 SECTION, 12 IN.	2.00	EACH	\$900.00	\$1,800.00
0102	805-78485	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA	2437.00	LFT	\$1.70	\$4,142.90
0103	805-78490	SIGNAL CABLE, CONTROL, COPPER, 7C/14 GA	120.00	LFT	\$1.80	\$216.00
0104	805-78495	SIGNAL CABLE, CONTROL, COPPER, 9C/14 GA	508.00	LFT	\$2.00	\$1,016.00
0105	805-78925	CONTROLLER CABINET FOUNDATION, P1	1.00	EACH	\$1,500.00	\$1,500.00
0106	805-90005	SIGNAL POLE, PEDESTAL, 10 FT SIGNAL CANTILEVER STRUCTURE, DRILLED	7.00	EACH	\$850.00	\$5,950.00
0107	805-99999	SHAFT FOUNDATION, SPECIAL PAVEMENT MESSAGE MARKING,	4.00	EACH	\$3,000.00	\$12,000.00
0108	808-02977	THERMOPLASTIC, BIKE SYMBOL TRANSVERSE MARKING, THERMOPLASTIC,	5.00	EACH	\$275.00	\$1,375.00
0109	808-03439	CROSSWALK LINE, WHITE, 24IN. PAVEMENT MESSAGE MARKING, PAINT, BIKE	295.00	LFT	\$6.00	\$1,770.00
0110	808-03442	SYMBOL	1.00	EACH	\$800.00	\$800.00
0111	808-05866	PAVEMENT MESSAGE MARKING, REMOVE LINE, THERMOPLASTIC, BROKEN, WHITE, 4	13.00	SYS	\$67.00	\$871.00
0112	808-06701	IN.	117.00	LFT	\$2.10	\$245.70
0113	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	963.00	LFT	\$0.80	\$770.40
0114	808-06716	LINE, REMOVE LINE, THERMOPLASTIC, DOTTED, WHITE, 4	2988.00	LFT	\$1.00	\$2,988.00
0115	808-11482	IN.	214.00	LFT	\$2.30	\$492.20

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Project Title: Adams Street Sidewalk and Intersection Improvements

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
0116	808-12032	GROOVING FOR PAVEMENT MARKINGS	5337.00	LFT	\$1.60-	\$8,539.20
0117	808-75043	LINE, THERMOPLASTIC, SOLID, WHITE, 6 IN.	192.00	LFT	\$1.50-	\$288.00
0118	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN. TRANSVERSE MARKING, THERMOPLASTIC,	3851.00	LFT	\$0.80-	\$3,080.80
0119	808-75260	CROSSHATCH LINE, WHITE, 12 IN. TRANSVERSE MARKING, THERMOPLASTIC,	108.00	LFT	\$3.00-	\$324.00
0120	808-75278	CROSSHATCH LINE, YELLOW 12 IN. TRANSVERSE MARKING, THERMOPLASTIC,	138.00	LFT	\$3.00-	\$414.00
0121	808-75297	STOP LINE, WHITE, 24 IN. PAVEMENT MESSAGE MARKING,	75.00	LFT	\$6.00-	\$450.00
0122	808-75320	THERMOPLASTIC LANE INDICATION ARROW SNOWPLOWABLE RAISED PAVEMENT	21.00	EACH	\$118.00	\$2,478.00
0123	808-75996	MARKER, REMOVE SNOWPLOWABLE RAISED PAVEMENT	52.00	EACH	\$25.00	\$1,300.00
0124	808-75998	MARKER	52.00	EACH	\$180.00	\$9,360.00
0125	808-99999	SHADE, THERMOPLASTIC, SOLID, GREEN	842.00	SFT	\$18.00	\$15,156.00

**TOTAL PROJECT BID: \$1,259,943.00**

Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contactor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities determined as provided in the Contract Documents.



## Board of Public Works Staff Report

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**Project/Event:** Award Construction Contract to E & B Paving Inc. for the West Allen Street Traffic Calming

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Russell White

**Date:** 12/10/2019

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**Report:** On December 9, 2019, the Board of Public Works opened sealed quotes for the West Allen Street Traffic Calming Project. Work to be completed under this contract includes the installation of two raised crosswalks and one speed hump on West Allen Street between S. Adams St. and S. Strong Dr.

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**Recommendation and Supporting Justification:** City Staff received two Quotes for this project they are as follows;

Milestone Contractors LP.	\$214,269.50
E & B Paving, Inc.	\$174,960.00

Staff is recommending awarding the contract to E & B Paving Inc., which was the lowest responsible and responsive quoter, with a quote of \$174,960.00.

**Recommend**  **Approval**  **Denial by:** *Russell White*

**AGREEMENT**  
**BETWEEN**  
**CITY OF BLOOMINGTON**  
**PLANNING AND TRANSPORTATION DEPARTMENT**  
**AND**  
**E & B PAVING, INC.**  
**FOR**  
**WEST ALLEN STREET TRAFFIC CALMING**

**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 installation of two raised crosswalks and one speed hump on West Allen Street between S. Adams St. and S. Strong Dr., (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

**ARTICLE 1. TERM**

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

**ARTICLE 2. SERVICES**

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

**2.02** All work required under this Agreement shall be substantially completed by the CONTRACTOR within sixty (60) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

**2.03** 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.

**2.04** CONTRACTOR agrees that no charges or claims for damages shall be made by him or her 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** Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Quote, attached hereto as Attachment 'D'. 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 or her own and all subcontracted employees, to City Engineer or his or her representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

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

### **ARTICLE 4. RETAINAGE**

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Quote Form, the Owner requires that retainage be held set out below.

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

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



Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

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

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

## **ARTICLE 5. GENERAL PROVISIONS**

**5.01** CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of his or her 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 his or her 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 or she 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 or her 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 or her 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 or her 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 or her Surety for his or her failure to complete the work in the time specified.

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

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

### **5.03 Successors and Assigns**

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

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

### **5.04 Extent of Agreement: Integration**

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.

5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
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 or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	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 he or she is now and will maintain in good standing with such governmental agencies and that he or she 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. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. 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 themselves and all his or her 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 he or she:

- a. Has formulated his or her 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 his or her operations.

CONTRACTOR understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If CONTRACTOR believes that a City employee engaged in such conduct towards CONTRACTOR and/or any of his or her employees, CONTRACTOR or his or her employees may file a complaint with the City department head in charge of the CONTRACTOR'S work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

**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) feet 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 or she 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 both 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** Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR's Payment Bond.

**5.12.04** 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.

**5.13.01** The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board's final settlement with the 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		
Attn: Russell White, Project Manager		
401 N. Morton St., Suite 130		
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 he or she receives an official written Notice to Proceed (NTP) 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 his or her 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 his or her subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of his or her subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or his or her 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 his or her 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 his or her subcontractor did not knowingly employ an unauthorized alien. If the Contractor or his or her 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 his or her subcontractor is liable to the City for actual damages.

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

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

DATE: \_\_\_\_\_

City of Bloomington  
Bloomington Board of Public Works

BY:

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Beth H. Hollingsworth, Member

\_\_\_\_\_  
Dana Palazzo, Member

\_\_\_\_\_  
John Hamilton, Mayor of Bloomington

BY:

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title of Contractor Representative



## **ATTACHMENT 'A'**

### **"SCOPE OF WORK"**

#### **West Allen Street Traffic Calming**

*This project shall include, but is not limited to the installation of two raised crosswalks and one speed hump on West Allen Street between S. Adams St. and S. Strong Dr.*

**ATTACHMENT 'B'**

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

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

AFFIDAVIT

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

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

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

Method of Compliance (Specify) \_\_\_\_\_

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
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

Commission #: \_\_\_\_\_

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

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

**ATTACHMENT 'C'**

**"E-Verify AFFIDAVIT"**

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_)

**E-VERIFY AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF 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

Commission #: \_\_\_\_\_

**ATTACHMENT 'D'**

**"Unit Prices"**

**WEST ALLEN STREET TRAFFIC CALMING**

<b>Biditem</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Bid Total</b>
1	CONSTRUCTION ENGINEERING	1.000	LS	5,000.00	5,000.00
2	MOBILIZATION AND DEMOBILIZATION	1.000	LS	20,800.00	20,800.00
3	CONCRETE SIDEWALK REMOVAL	103.000	SYS	35.00	3,605.00
4	EXCAVATION COMMON	80.000	CYS	180.00	14,400.00
5	COMPACTED AGGREGATE NO. 53	15.000	CYS	200.00	3,000.00
6	PCC BASE PATCHING 9"	73.000	SYS	90.00	6,570.00
7	CONCRETE SIDEWALK 4IN	123.000	SYS	80.00	9,840.00
8	DETECTABLE WARNING SURFACES	6.000	SYS	220.00	1,320.00
9	CURB CONCRETE	169.500	LFT	75.00	12,712.50
10	CONCRETE CURB REMOVAL	169.500	LFT	20.00	3,390.00
11	LANDSCAPE RESTORATION	75.000	SYS	50.00	3,750.00
12	CONCRETE CLASS C	95.500	CYS	350.00	33,425.00
13	STORM SEWER PIPE CPP 12IN. TYPE 1	10.000	LFT	200.00	2,000.00
14	STORM SEWER PIPE RCP 15IN. TYPE 1	8.000	LFT	150.00	1,200.00
15	STORM SEWER PIPE RCP 18IN. TYPE 1	126.000	LFT	100.00	12,600.00
16	STORM SEWER PIPE RCP 18IN. EQRS TYPE 2	7.000	LFT	250.00	1,750.00
17	TYPE A INLET WITH TYPE 8 CASTING	2.000	EACH	4,000.00	8,000.00
18	TYPE C MANHOLE WITH TYPE 10 CASTING	1.000	EACH	4,500.00	4,500.00
19	MAINTENANCE OF TRAFFIC - PROJECT WIDE	1.000	EACH	18,000.00	18,000.00
20	PAVEMENT MARKING CROSSWALK 24IN. WHITE PREFORMED P	170.000	LFT	36.75	6,247.50
21	PAVEMENT MESSAGE MARKING PREFORMED PLASTIC (CHEVR	6.000	EACH	475.00	2,850.00
	<b>Bid Total</b>				<b>\$174,960.00</b>

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and E & B Paving Inc., (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Owner and Contractor entered into an Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the amount of \$100,000.00 or more, for the construction of a public works project (the "Construction Agreement"); and

WHEREAS, said Construction Agreement provides that portions of payments by Owner to Contractor shall be retained by Owner (the "Retainage") and shall be placed in the escrow account created hereby.

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 Construction Agreement 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. Such deposit shall be made within three (3) business days after the date such payments are made to Contractor.

The Escrow Agent shall open a "Money Market" account that invests primarily in short-term, interest bearing bank deposit accounts, and/or investment grade securities and deposit said Retainage promptly into the account; however, the Escrow Agent makes no representation as to the yield of such investment and will not bear liability for any delays in depositing the Retainage or for any failure to achieve the maximum possible yield from such Deposit.

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 specific escrow fund so that a quarterly accounting can and shall be made to the Contractor of all investments made in such funds and all income, fees, payments, deposits, and other activities related to the escrow funds.

The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled thereto or, herein, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow Account for the period for which the Deposit is held by Escrow Agent. As a condition to the delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may require its release from any liability arising out of the execution or performance hereof, such release to be in a form reasonably

satisfactory to Escrow Agent.

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, Net Deposit, plus any accrued interest thereon, less any expenses, including but not limited to attorneys' fees, thereof only upon the execution and delivery to it of a Payment Certificate attached here as Exhibit A, 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 Payment Certificate the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of the escrowed income to the person(s) specified in the Payment Certificate. 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.

Although statutorily entitled to a fee, the Escrow Agent agrees to waive the monthly statement fee and the monthly minimum balance.

All income earned on the escrowed principal shall be paid to the Contractor.

In lieu of the presentation of the Payment Certificate described above, any document purporting to be a certificate will be deemed by the Escrow Agent to be a proper certificate, or will suffice as a joint instruction, if it contains: (i) the name of the payee; (ii) the amount of the payment to be made; (iii) the manner of payment (i.e., by certified or cashier's check, by account-to-account transfer, or by wire transfer, whichever is applicable); and (iv) the signatures of each of the Parties hereto, excluding the Escrow Agent.

Escrow Agent will be entitled to rely upon the authenticity of any signature (and upon any facsimile of a signature as if it were an original signature) and the genuineness and/or validity of any writing received by Escrow Agent from either of the Parties pursuant to or otherwise relating to this Escrow Agreement.

Each signatory to this Escrow Agreement warrants that it has full and complete authority to enter into this Escrow Agreement.

The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at



its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged and relieved of any and all liability hereunder.

The Escrow Agent may resign at any time by giving a minimum of thirty (30) days' prior written notice of resignation to the Parties, such resignation to be effective on the date specified in such notice. The Deposit, and any other assets held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation, will be delivered to a successor escrow agent designated in writing jointly by the Parties. If no successor escrow agent has been appointed as of the effective date of the resignation, all obligations of the Escrow Agent hereunder will nevertheless cease and terminate, except that the Escrow Agent's sole responsibility thereafter will be to keep safely the Deposit then held by it and to deliver the same to a person designated by both Parties or in accordance with the direction of a final order or judgment of a court of competent jurisdiction.

The Escrow Agent has no responsibility concerning compliance by the Parties with their duties to each other under this Escrow Agreement or any other agreements. Escrow Agent will have only such duties and obligations as are specifically imposed upon it by the terms and conditions of this Escrow Agreement and no implied duties or obligations will be read into this Escrow Agreement against Escrow Agent.

The Parties, jointly and severally, agree to indemnify and hold harmless Escrow Agent from and against any and all costs including its attorney's fees, claims or damages howsoever occasioned that may be incurred by Escrow Agent acting under this Escrow Agreement or to which Escrow Agent may be put in connection with Escrow Agent acting under this Escrow Agreement arising from the Parties' willful misconduct or negligence.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided above, the escrowed funds shall be paid 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 account shall be a commercial money market account set up by the Escrow Agent to hold the retainage, and there shall be no fees and no minimum balance required. The account shall earn interest rate based on balances. The Parties agree to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel).

The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.

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, other than loss or damage directly caused by Escrow Agent's own gross negligence or willful misconduct.

This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived only by a written instrument executed by all the Parties hereto.

This Escrow Agreement contains the entire agreement between the Parties with respect to the escrow transaction contemplated herein and may not be changed or terminated orally.

This Escrow Agreement shall be governed by the laws of the State of Indiana.

This Escrow Agreement will be binding upon and inure solely to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns, and will not be enforceable by or inure to the benefit of any third party, except any successor escrow agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties, except that either of the Parties may assign its rights and obligations hereunder in connection with a permitted assignment of its rights and obligations under the Agreement in which case any signatures required hereunder will be those of such assignee.

This Escrow Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

All notices, waivers, consents, approvals and other communications hereunder shall be in writing and shall be deemed to have been properly given on the date of service if delivered personally or on the date of mailing if deposited in the United States mail, first class postage prepaid, to the extent required by applicable law, and will comply with the requirements of the Uniform Commercial Code then in effect, addressed appropriately as follows:

If to Owner:

City of Bloomington Board of Public Works  
401 N. Morton Street, Suite 130  
Bloomington IN 47404  
Attn: Craig Shonkwiler, Transportation and Traffic Engineer

If to Escrow Agent:

First Financial Bank  
536 N. College Ave.  
Bloomington, IN 47404  
Attn: Cindy Kinnarney

**If to Contractor:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

Attn: \_\_\_\_\_

In Witness Whereof, the undersigned have executed this Escrow Agreement as of the day and year first above written.

**OWNER:**

City of Bloomington, Board of Public Works

By: \_\_\_\_\_

Kyla Cox Deckard, President

**CONTRACTOR:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Tax I.D. No.: \_\_\_\_\_

**ESCROW AGENT:**

First Financial Bank

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AUTHORIZATION TO RELEASE ESCROW FUNDS**  
(Date) \_\_\_\_\_

First Financial Bank  
536 N. College Avenue  
Bloomington, IN 47404

Attn: Cindy Kinnarney

Ladies and Gentlemen:

Pursuant to that certain Escrow Agreement dated as of \_\_\_\_\_, 20\_\_\_\_, by and among you as Escrow Agent and the undersigned (the "Escrow Agreement"), the undersigned hereby jointly notify and instruct you to issue a check for the balance in the Escrow Account as follows:

Escrow Account for Retainage on Project: \_\_\_\_\_  
Account Holder/Contractor: \_\_\_\_\_  
Primary Account Number: \_\_\_\_\_

The undersigned, in consideration of the release of funds being held by Escrow Agent, and other good and valuable consideration, receipt of which is hereby acknowledged, hereby release, acquit and forever discharge the Escrow Agent, and it employees, officers, directors, agents, accountants, attorneys and parent companies, and all directors, agents, accounts and attorneys of such parent companies and all employees, officers, and heirs, executors, administrators, successors and assigns of all of the foregoing, jointly and severally (collectively, the "Bank Parties"), of and from all and any manner of action, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, covenants, contracts, agreements, promises, obligations, defenses, offsets, counterclaims, damages, judgments, claims, demands and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, that any one or more of the undersigned had, have, may have or may in the future have against any one or more of the Bank Parties arising out of, for or by reason of or resulting from or in any way related, directly or indirectly, to the Escrow Agreement. In addition, the undersigned, jointly and severally, agree not to commence, aid, cause, permit, join in, prosecute or participate in any suit or other proceeding in a position which is adverse to any of the Bank Parties, which suit or proceeding arises from or relates to, in whole or in part, directly or indirectly, any of the foregoing matters.

Sincerely,

**THE ESCROW PARTIES:**

The City of Bloomington

Contractor

By: \_\_\_\_\_  
Craig Shonkwiler, Transportation and Traffic Engineer

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Reviewed and Approved By:

\_\_\_\_\_  
Terri Porter, Director  
Planning and Transportation Department

Escrow Agent  
First Financial Bank

By: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title



## Board of Public Works Staff Report

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**Project/Event:** Request to close a travel lane  
**Staff Representative:** Paul Kehrberg  
**Petitioner/Representative:** Duke Energy, Rob Dreiman  
**Date:** December 10<sup>th</sup>, 2019

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**Report:** Duke is requesting lane closures on West 11<sup>th</sup> Street from N. Blair Ave. to N. Rogers St. There will be temporary sidewalk closures as well. This request is to accommodate pole replacement on their new distribution lines. The traffic control would be in place from December 11, 2019 through December 31, 2019.

Duke has supplied maintenance of traffic plans for all work. They have also sent notices to property owners about the BPW meeting and scope of their work (see packet for details).

**Recommendation and Supporting Justification:** Staff has reviewed the request and recommends granting permission to Duke for the temporary traffic control on W. 11<sup>th</sup> St.

Recommend  Approval  Denial by

*Paul Kehrberg*



Duke Energy  
1100 West Second Street  
Bloomington, IN 47403

Dear Board Members,

Duke Energy plans to replace a pole line along West 11<sup>th</sup> St. This work is associated with the new 11<sup>th</sup> Street Substation. In order to facilitate the project, Duke Energy is requesting a temporary one lane closure from 354 West 11<sup>th</sup> ST to 911 West 11<sup>th</sup> St.

Duke Energy will communicate with the City of Bloomington to assure that this restriction and closure information is well communicated.

Thank you,

A handwritten signature in blue ink, appearing to read "Rob Dreiman", with a long horizontal flourish extending to the right.

Rob Dreiman

12/2/2019



**December 4, 2019**

**Opportunity Housing, Inc.  
907 W 11<sup>th</sup> Street  
Bloomington, IN 47404**

Dear Customer:

Duke Energy will have a project on the up-coming Board of Public Works Meeting to be held on Tuesday December 10<sup>th</sup>, 2019 at 5:30pm in City Hall, Council Chambers 401 N Morton St.

This letter is to notify you of a proposed project in your area. Duke Energy is planning on beginning a system upgrade/relocation project roughly bounded as the intersection of 11<sup>th</sup> Street and Diamond Street to the north, continuing along 11<sup>th</sup> Street east to the intersection of 11<sup>th</sup> Street and Rogers Street in Bloomington.

On 11<sup>th</sup> Street (from Diamond Street to intersection of Fairview Street):  
The overhead pole line will be upgraded along the south side of 11<sup>th</sup> from Diamond Street to Fairview Street in the approximately same location.  
Estimated Duration: 6 weeks

Boring along 11<sup>th</sup> Street over the R/R tracks to the east:  
Duke Energy will be installing a new bore under the R/R tracks along 11<sup>th</sup> Street.  
Estimated Duration: 2 weeks

On 11<sup>th</sup> Street (from the intersection of Fairview Street to the east to Rogers Street):  
The overhead pole line will be upgraded along the south side of 11<sup>th</sup> from Diamond Street to Fairview Street in the approximately same location.  
Estimated Duration: 6 weeks

Duke Energy anticipates lane closures and sidewalk closures to complete this work. Some of these tasks may be done at the same time as overhead crews and underground crews may work simultaneously.

Please feel free to contact me with any questions.

*Christina Girod*

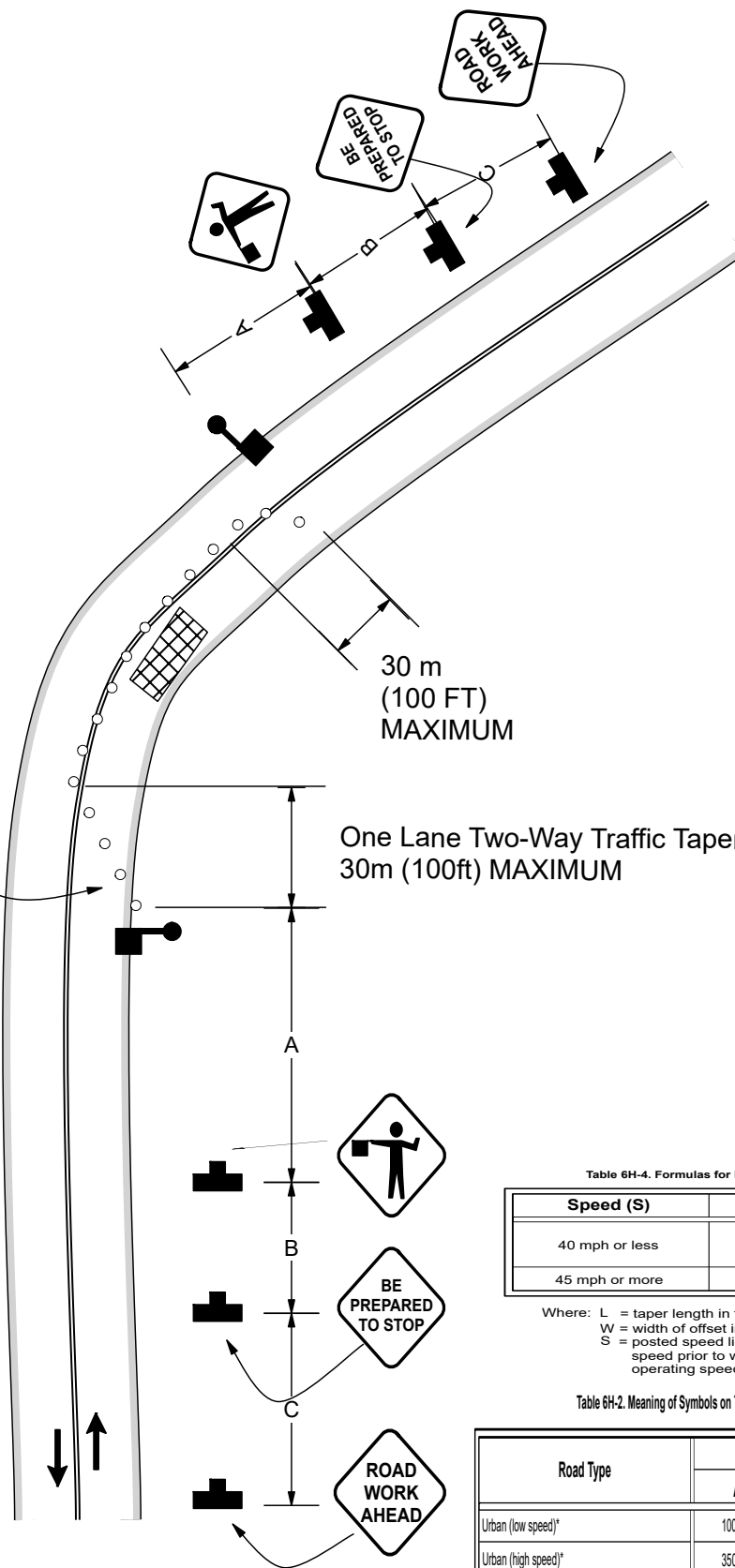
Christina Girod  
Sr Engineering Tech  
Customer Delivery Design Engineering  
100 S Mill Creek Road  
Noblesville, IN 46036  
317-776-5305  
Christina.girod@duke-energy.com



# Lane Closure on Two-Lane Road Using Flaggers (TA-10)

Note:  
See Tables 6H-2 and 6H-3  
for the meaning of the  
symbols and/or letter  
codes used in this figure

Note:  
The buffer space should be  
extended so that the two-way  
traffic taper is placed before  
a horizontal (or crest verticle)  
curve to provide adequate  
sight distance for the  
flagger and a queue of  
stopped vehicles.



Legend	
	Bollard
	flagger symbol
	Work Area

Date: 04/10/2019 Author: D.Phillips Project: TA-10 Lane Closure on Two-Lane Road Using Flaggers

Comments:  
Typical Flagging Application to be used.  
Plan is not to scale

Table 6H-4. Formulas for Determining Taper Length

Speed (S)	Taper Length (L) in feet
40 mph or less	$L = \frac{WS^2}{60}$
45 mph or more	$L = WS$

Where: L = taper length in feet  
W = width of offset in feet  
S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

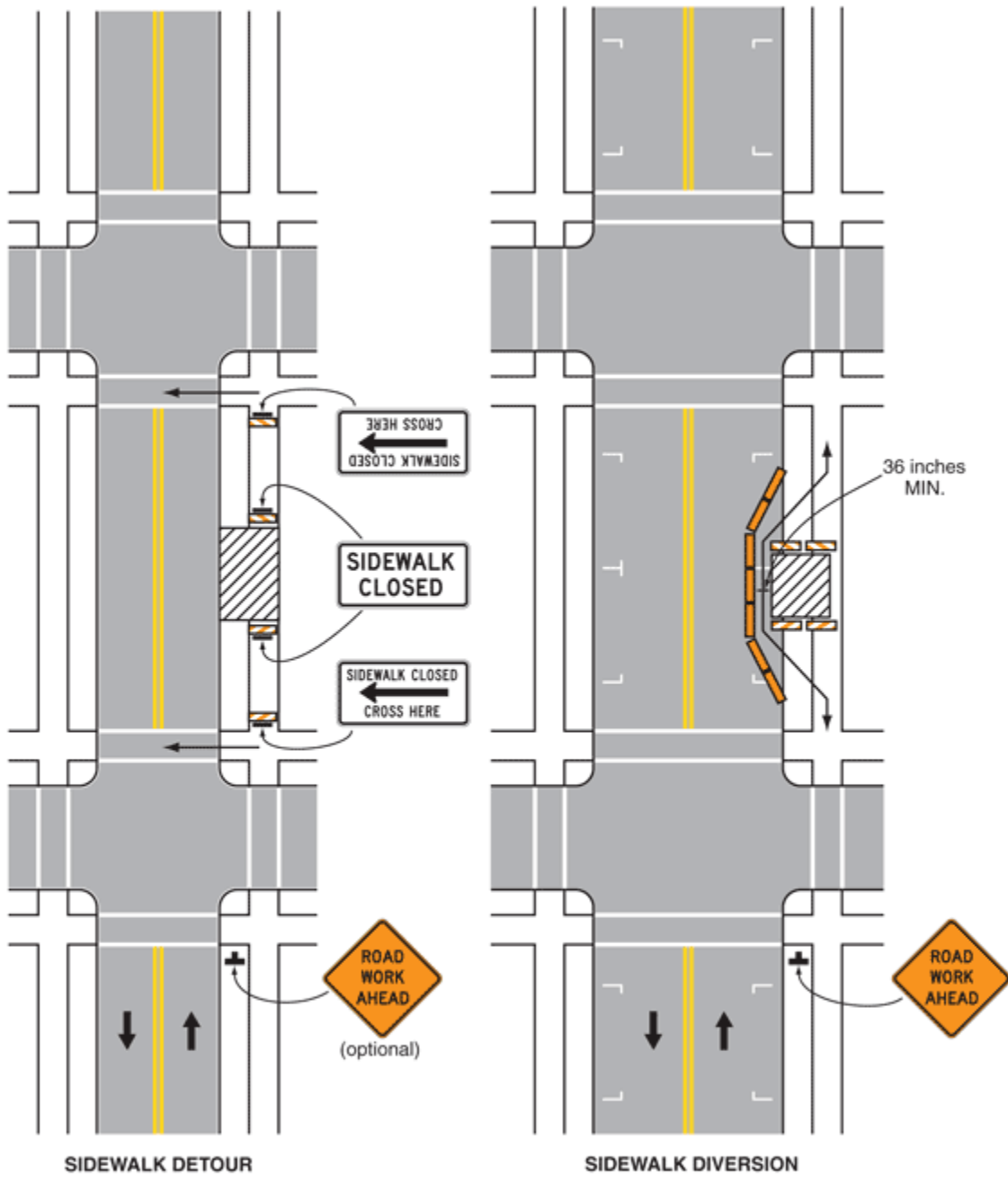
Table 6H-2. Meaning of Symbols on Typical Application Diagrams

Road Type	Distance Between Signs**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

\* Speed category to be determined by highway agency

\*\* The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)

Figure 6H-28. Sidewalk Detour or Diversion (TA-28)



Typical Application 28

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.



**City of Bloomington**  
Public Works Department

401 N Morton Street, Suite 120  
P.O. Box 100  
Bloomington, IN 47402

Phone: (812) 349-3410  
Fax: (812) 349-3520  
Email: Public.Works@bloomington.in.gov

**Street or Traffic Lane Closure Permit Application**

(Applications are required at least 2 business days before work begins)

Location: west 11th St 354 911  
(Street) (From) (To)

**Type of Closure** (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL  
 Complete Street Closure  One Traffic Lane  2 or more Traffic Lanes  Alley  
 Sidewalk/Multiuse Path/Trail  Bike Lane  Parking Lane

**Reason for Closure:**  Work on Sidewalk/Multiuse Path/Trail  Work in Street  
 Loading and Unloading  Utility Work  Special Event  Work on Private Property  
 Other: replacing power poles

**Date(s) of Closure:** From 12/10/19 To 12/31/19  
 > 2 weeks?  Yes  No

**Start Time:** 8 : 00 a.m. / p.m.  
**End Time:** 6 : 30 a.m. / p.m.

**Overnight Closure Required:**  Yes  No

The applicant hereby certifies and agrees as follows:

(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said permit issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, permit conditions and State statutes. (5) I will abide by all City of Bloomington inspections and conditions of approval. (6) I will have the approved permit, MOT plans, and work plans (or copies) on the job site at all times. (7) I agree to indemnify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit. (8) I agree that it shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, sidewalk, multiuse path or trail to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and INDOT Standards, and I agree to make all appropriate notifications to Emergency Services, and any organization designated by the City of Bloomington Public Works Department. (A notification list is available from the Public Works Department). This permit is not valid and work is not permitted until signed by the agent of the City Public Works Department.

**Applicant Information:**

Name or Organization: Primoris T & D(contracting for Duke Energy)

Contact Person (*Printed Name*): Keith Allen or Matt Lester

Contact Email: wendell.allen@prim.com or MLester@prim.com Contact Phone No.: 812-584-7390 or 812-584-7126(Matt)

Signature: Keith Allen Date: 11-27-19

*For Administration Use Only*

Approved By: \_\_\_\_\_  BPW  Staff  Director Date: \_\_\_\_\_

Staff Representative: \_\_\_\_\_ Phone#: \_\_\_\_\_ Date: \_\_\_\_\_



# Board of Public Works Staff Report

**Project/Event:** Contract with BFW Crane, Inc., for Engineering Services for Masonry Repairs to Bloomington City Hall

**Petitioner/Representative:** Public Works Facilities Division

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

**Meeting Date:** December 10, 2019

This contract is for engineering services to include inspection and generation of construction documents and drawings. This is in preparation of extensive masonry repairs to the exterior of City Hall in 2020.

Staff recommends awarding the contract to BFW Crane, Inc. not to exceed \$4,160.00.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff". The signature is written in a cursive, slightly stylized font.

J. D. Boruff  
Operations and Facilities Director  
Public Works Department

**PROJECT NAME:       Engineering Services re: Masonry Repairs to Bloomington City Hall**

**AGREEMENT FOR CONSULTING SERVICES**

This Agreement, entered into on this 10th day of December, 2019, by and between the City of Bloomington Department of Public Works through the Board of Public Works (hereinafter referred to as "Board"), and BFW Crane, Inc., (hereinafter referred to as "Consultant"),

**WITNESSETH:**

WHEREAS, the Board wishes to improve the facilities it oversees by engaging in efforts to repair or improve their condition; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of a repair specifications, construction plans, cost estimates, and bid documents which shall be hereinafter referred to as "the Services"; and

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 Department of Public Works 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:** Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance.

**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 J. D. Boruff, Operations and Facilities Director, Department of Public Works (“Boruff”), to serve as the Board’s representative for the project. Boruff 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 **Four Thousand One Hundred Sixty Dollars (\$4,160.00)**. This sum includes 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. Appropriation of Funds:** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

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

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

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

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 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, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

**Article 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.

Consultant understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Consultant or its employees may file a complaint with the City department head in charge of the Consultant's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

**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:

City of Bloomington  
Dept. of Public Works  
Attn: J. D. Boruff  
401 N. Morton Street, Suite 120  
Bloomington, Indiana 47404

Consultant:

BFW Crane, Inc.  
Attn: John Crane  
P. O. Box 41  
Clear Creek, Indiana 47426

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.

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

**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 8U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

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

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

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

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

BFW Crane, Inc.

By: \_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
John Crane, President

By: \_\_\_\_\_  
Beth H. Hollingsworth, Vice President

By: \_\_\_\_\_  
Dana Palazzo, Secretary

By: \_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

**EXHIBIT A**  
**SCOPE OF ENGINEERING SERVICES**

**Project and Scope Description**

1. Complete a visual inspection of the exterior masonry veneer and windows.
2. Produce inspection and construction documents, including drawings, which outline recommended repairs approximately four (4) weeks following receipt of notice to proceed.

**Exclusions**

1. Rental fees for any equipment, such as lifting equipment (man lifts) required to complete inspection.

**EXHIBIT B**  
**COMPENSATION**

Compensation will be as follows:

1. On-site inspection will consist of twelve (12) hours at Eighty Dollars (\$80.00) per hour for a total of Nine Hundred Sixty Dollars (\$960.00).
2. CAD drawings and preparation of Construction documents will consist of forty (40) hours at Eighty Dollars (\$80.00) per hour for a total of Three Thousand Two Hundred Dollars (\$3,200.00).
3. Total Compensation for this project shall not exceed Four Thousand One Hundred Sixty Dollars (\$4,160.00) unless a change order is approved by the Board of Public Works.
4. Any additional approved work by Consultant shall be compensated at the rate of Eighty Dollars (\$80.00) per hour.



**EXHIBIT C**  
**ESTIMATED PROJECT SCHEDULE**

All work by Consultant shall be completed by May 31, 2020.

**EXHIBIT D  
KEY PERSONNEL**

CONSULTANT will provide the following key team members to provide the services described in Exhibit A. Key team members may not be changed without the approval of the Board.

**Position / Responsibility**

**Name**

Engineer- responsible for inspection and document preparation

John Crane



**EXHIBIT F  
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF \_\_\_\_\_)

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BFW Crane, Inc.  
(Name of Organization)

By: \_\_\_\_\_  
John Crane  
President

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Printed Name

My Commission Expires: \_\_\_\_\_ Commission #: \_\_\_\_\_

County of Residence: \_\_\_\_\_



# Board of Public Works Staff Report

**Project/Event:** Contract with Axis Painting, Inc. for Painting of Balcony at Fire Station #2

**Petitioner/Representative:** Bloomington Fire Department

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

**Meeting Date:** December 10, 2019

This contract is for the painting of the balcony at Fire Station #2. The contract will include all materials and labor to prepare and paint all metal portions of the balcony on south side of the building.

Quotes were solicited from three contractors. Only one contractor was responsive to the request for quotes.

Axis Painting	\$3,736.30
Color Theory	\$5,518.29
College Works Painting	Unresponsive

Staff recommends awarding the contract to Axis Painting, Inc., for Three Thousand, Seven Hundred Thirty-Six Dollars and Thirty Cents (\$3,736.30).

Respectfully submitted,

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

J. D. Boruff  
Operations and Facilities Director  
Public Works Department

**AGREEMENT**  
**BETWEEN**  
**CITY OF BLOOMINGTON**  
**PUBLIC WORKS DEPARTMENT**  
**AND**  
**AXIS PAINTING, INC.**  
**FOR**  
**PAINTING OF BALCONY AT FIRE STATION #2**

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Axis Painting, Inc., (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for **painting the balcony at Fire Station #2**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

**ARTICLE 1. TERM**

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

**ARTICLE 2. SERVICES**

**2.01** CONTRACTOR shall complete all work required under this Agreement within three hundred sixty-five (365) days of 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. The CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

### **ARTICLE 3. COMPENSATION**

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

**3.02** Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed **Three Thousand, Seven Hundred Thirty-Six Dollars and Thirty Cents (\$3,736.30)**. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

### **ARTICLE 4. RETAINAGE**

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Quote Form, the Owner requires that retainage be held set out below.

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

**4.02** **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

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

complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

## **ARTICLE 5. GENERAL PROVISIONS**

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

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 Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.

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

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

**5.05 Insurance**

**5.05.01**

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

**5.08 Non-Discrimination**

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

Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Breach of this covenant may be regarded as a material breach of the Agreement.

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

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

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

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

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

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

**5.09 Workmanship and Quality of Materials**

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

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

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

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

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

as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

**5.11 Amendments/Changes**

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

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

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

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

**5.12 Performance Bond and Payment Bond**

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with both 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 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR’s Payment Bond.

5.12.04 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.

5.13.01 The surety of the Payment Bond may not be released until one (1) year after the Board’s final settlement with the 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	Axis Painting, Inc.
Attn: J. D. Boruff, Facilities Director	Attn: Ty Spatta
P.O. Box 100 Suite 110	P.O. Box 6176
Bloomington, Indiana 47402	Bloomington, Indiana 47407

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

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

**5.17 Steel or Foundry Products**

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

**5.17.02** Domestic Steel products are defined as follows:

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

**5.17.03** Domestic Foundry products are defined as follows:

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

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

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

**5.18 Verification of Employees' Immigration Status**

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

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

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

**5.19 Non-Collusion**

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

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

DATE: \_\_\_\_\_

City of Bloomington  
Bloomington Board of Public Works

Axis Painting, Inc.

BY:

BY:

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Ty Spatta, President

\_\_\_\_\_  
Beth H. Hollingsworth, Member

\_\_\_\_\_  
Dana Palazzo, Member

\_\_\_\_\_  
John Hamilton, Mayor of Bloomington

## **ATTACHMENT 'A'**

### **"SCOPE OF WORK"**

#### **PAINTING OF BALCONY AT FIRE STATION #2**

*This project shall include, but is not limited to:*

1. The metal parts of the south side balcony will be prepared and painted.
2. Loose paint will be removed.
3. Limited areas will be sanded to remove scale.
4. Bare metal will be spot primed.
5. One coat on all metal, one color.
6. Sandblasting option done at time plus materials. Estimate on labor \$4275 materials \$875
7. Any material listed on Axis Painting, Inc. Estimate #3910 that is not needed will not be charged to owner.



**ATTACHMENT 'B'**

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

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF \_\_\_\_\_)

AFFIDAVIT

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

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

	<b>Trench Safety Measure</b>	<b>Units of Measure</b>	<b>Unit Cost</b>	<b>Unit Quantity</b>	<b>Extended Cost</b>
<b>A.</b>					
<b>B.</b>					
<b>C.</b>					
<b>D.</b>					
				<b>Total</b>	<b>\$ _____</b>

Method of Compliance (Specify) \_\_\_\_\_

\_\_\_\_\_  
 Signature

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
 Printed Name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

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

My Commission Expires: \_\_\_\_\_  
Signature of Notary Public

County of Residence: \_\_\_\_\_  
Printed Name of Notary Public

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

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA )
)SS:
COUNTY OF \_\_\_\_\_)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF 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: \_\_\_\_\_

Notary Public's Signature

County of Residence: \_\_\_\_\_

Printed Name of Notary Public

**ATTACHMENT D**

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name of Organization)

By: \_\_\_\_\_

\_\_\_\_\_  
(Name and Title of Person Signing)

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

Resident of \_\_\_\_\_ County

\_\_\_\_\_  
Printed Name



# Board of Public Works Staff Report

**Project/Event:** Installation of Exhaust System at ACC

**Petitioner/Representative:** Public Works Facilities Division

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

**Meeting Date:** 12/10/19

This contract is for the installation of an exhaust system to service four rooms at Animal Care & Control. The system will be vented to the exterior of the building. Three quotes were obtained and are as follows:

Commercial Service of Bloomington, Inc.	\$ 6,480.00
Air-Master Heating & Air Conditioning	\$ 8,963.00
Harrell-Fish, Inc.	\$11,550.00

Staff recommends awarding the contract to Commercial Service of Bloomington, Inc., for Six Thousand Four Hundred Eighty Dollars (\$6,480.00).

Respectfully submitted,

A handwritten signature in black ink that reads "J. D. Boruff".

J. D. Boruff  
Operations and Facilities Director  
Public Works Department

**AGREEMENT**  
**BETWEEN**  
**CITY OF BLOOMINGTON**  
**PUBLIC WORKS DEPARTMENT**  
**AND**  
**COMMERCIAL SERVICE OF BLOOMINGTON, INC.**  
**FOR**  
**INSTALLATION OF EXHAUST SYTEM AT ANIMAL CARE & CONTROL**

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Commercial Service of Bloomington, Inc., (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Installation of Exhaust Sytem at Animal Care & Control**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

**ARTICLE 1. TERM**

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

**ARTICLE 2. SERVICES**

**2.01** CONTRACTOR shall complete all work required under this Agreement within forty-five (45) days of 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. The CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

### **ARTICLE 3. COMPENSATION**

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

**3.02** Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed **Six Thousand Four Hundred Eighty Dollars (\$6,480.00)**. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

### **ARTICLE 4. RETAINAGE**

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Quote Form, the Owner requires that retainage be held set out below.

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

**4.02** **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

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

complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

## **ARTICLE 5. GENERAL PROVISIONS**

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

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 Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.

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

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

**5.05 Insurance**

**5.05.01**

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

**5.08 Non-Discrimination**

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

Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Breach of this covenant may be regarded as a material breach of the Agreement.

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

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

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

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

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

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

**5.09** **Workmanship and Quality of Materials**

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

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

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

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

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

as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

**5.11 Amendments/Changes**

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

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

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

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

**5.12 Performance Bond and Payment Bond**

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with both 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 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR’s Payment Bond.

5.12.04 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.

5.13.01 The surety of the Payment Bond may not be released until one (1) year after the Board’s final settlement with the CONTRACTOR.

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

TO CITY:

TO CONTRACTOR:

City of Bloomington, Public Works	Commercial Service of Bloomington, Inc.
Attn: J. D. Boruff, Operations & Facilities Director	Attn: Adam Sater
P.O. Box 100 Suite 120	P.O. Box 91
Bloomington, Indiana 47402	Bloomington, Indiana 47402-0091

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

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

**5.17 Steel or Foundry Products**

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

**5.17.02** Domestic Steel products are defined as follows:

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

**5.17.03** Domestic Foundry products are defined as follows:

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

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

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

**5.18 Verification of Employees' Immigration Status**

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

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

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

**5.19 Non-Collusion**

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

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

DATE: \_\_\_\_\_

City of Bloomington  
Bloomington Board of Public Works

Commercial Service of Bloomington, Inc.

BY:

BY:

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Adam Sater, Vice President of Commercial Operations

\_\_\_\_\_  
Beth H. Hollingsworth, Member

\_\_\_\_\_  
Dana Palazzo, Member

\_\_\_\_\_  
John Hamilton, Mayor of Bloomington

## **ATTACHMENT 'A'**

### **"SCOPE OF WORK"**

#### **EXHAUST SYSTEM INSTALLATION AT ACC**

*This project shall include, but is not limited to:*

Contractor shall supply all materials and labor for the following:

1. Provide & install one Greenheck in line cabinet exhaust fan.
2. Fabricate & install sheet metal boxes to connect to fan opening for exhaust duct.
3. Round metal pipe will be used coming off the boxes.
4. Four rooms will be served by this exhauster; A125 Dog Intake, A116 Cat Intake, A120 Grooming/Clinic, and A123 closet/mop sink.
5. One timer switch will be installed for fan operation.
6. Outside aluminum louver for sidewall of building to the east side will be cut & framed into building.
7. Full one year parts & labor warranty.
8. The Department will be responsible for providing an electrician to run the high voltage to the exhauster.

#### Exclusions:

1. High voltage power to units, breakers for electrical panels, disconnect box, thermostat, hail guard, thermostat wire, fire suppression, fire dampers, smoke duct detectors.



**ATTACHMENT 'C'**

**"E-Verify AFFIDAVIT"**

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_)

**E-VERIFY AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF 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: \_\_\_\_\_

\_\_\_\_\_  
Notary Public's Signature

County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Commission Number

**ATTACHMENT D**

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name of Organization)

By: \_\_\_\_\_

\_\_\_\_\_  
(Name and Title of Person Signing)

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
Notary Public Signature

Resident of \_\_\_\_\_ County  
Printed Name

\_\_\_\_\_  
Commission Number



## Board of Public Works Staff Report

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**Project/Event:** 2019 Walnut Street Garage Stairwell – Change Orders #7  
**Petitioner/Representative:** Public Works , Ryan Daily  
**Staff Representative:** Ryan Daily  
**Date:** 12.10.2019

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**Report:**

Staff hired Ann-Kris LLC to remove and install a new stairwell at the Walnut Street Garage. The following change order have been requested by the City of Bloomington.

Upon removal of the bottom stairwell, the concrete block was discovered to be in a state of disrepair. Staff is recommending removal of the concrete block and replacement.

- Original Contract Price: \$472,009
- Change Order #1-6: \$502,627.51
- Change Order #7: \$2,241.00
- Total Price = \$504,868.51

Staff recommends approval for all these items.

Funding Source is: 452.26.260000.53650 (Other Repairs)

---

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





# ANN-KRISS LLC

736 S. Morton  
Bloomington, Indiana 47403  
812-361-7620  
davedpadgett@yahoo.com

# ESTIMATE

TO: *City of Bloomington*  
*401 W. Main St*  
*Bloomington IN*

WORK PERFORMED AT:

DATE  
*11/16/14*

YOUR WORK ORDER NO.

OUR BID NO.

### DESCRIPTION OF WORK PERFORMED

*Change Order*

*1) Remove concrete base wall & install new block*

*\$ 2,241.00*

*Kyla Cox Deckard, BPW President*

*Philippa M. Guthrie, Corporation Counsel*

*Beth H. Hollingsworth, BPW VP*

*Dana Palazzo, BPW Secretary*

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

Dollars (\$ \_\_\_\_\_).

This is a  Partial  Full invoice due and payable by: \_\_\_\_\_  
Month Day Year

in accordance with our  Agreement  Proposal No. \_\_\_\_\_ Dated \_\_\_\_\_  
Month Day Year



# Board of Public Works Claim Register

Invoice Date Range 12/02/19 - 12/13/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>				
<b>Department 01 - Animal Shelter</b>				
<b>Program 010000 - Main</b>				
<b>Account 43430 - Animal Adoption Fees</b>				
Rosemary Steup	01-refund adoption fee-kittens		12/13/2019	75.00
	Account 43430 - Animal Adoption Fees Totals	1		75.00
<b>Account 43442 - Equipment Deposits</b>				
Shirley Guzman	01-refund trap deposit fee		12/13/2019	40.00
	Account 43442 - Equipment Deposits Totals	1		40.00
<b>Account 52210 - Institutional Supplies</b>				
313 - Fastenal Company	01-scrub brush-11/12/19		12/13/2019	34.24
313 - Fastenal Company	01-bleach-11/5/2019		12/13/2019	21.66
313 - Fastenal Company	01-paper towels, ear protection-11/19/19		12/13/2019	115.16
4586 - Hill's Pet Nutrition Sales, INC	01-prescription food-feline-11/15/19		12/13/2019	43.29
3929 - IDEXX Laboratories, INC	01-Parvo diagnostics-(inc. promo code)-11/20/2019		12/13/2019	1.00
4574 - John Deere Financial (Rural King)	01-mouse traps-11/22/19		12/13/2019	4.95
4574 - John Deere Financial (Rural King)	01-litter-50 40lb bags pellet bedding-11/18/19		12/13/2019	249.50
4574 - John Deere Financial (Rural King)	01-plates, laundry soap-11/13/19		12/13/2019	23.97
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L), paper bowls, syringes-11/14/19		12/13/2019	242.21
4633 - Midwest Veterinary Supply, INC	01-antibiotics-11/14/19		12/13/2019	77.16
4633 - Midwest Veterinary Supply, INC	01-partnership program rebate-10/22/19		12/13/2019	(170.64)
4549 - Kroger Limited Partnership I	01-gas relief for kittens		12/13/2019	3.99
	Account 52210 - Institutional Supplies Totals	12		\$646.49
<b>Account 53130 - Medical</b>				
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-11/6-11/14/19		12/13/2019	1,857.00
54639 - Shake Veterinary Services, INC (Town &	01-surgeries, x-rays-11/19/2019		12/13/2019	1,156.70
	Account 53130 - Medical Totals	2		\$3,013.70
<b>Account 53220 - Postage</b>				
4487 - PMB East, INC (PakMail)	01-BOH shipping-11/20/2019		12/13/2019	13.30
	Account 53220 - Postage Totals	1		\$13.30
<b>Account 53310 - Printing</b>				
8002 - Safeguard Business Systems, INC	01-adoption labels-2,000		12/13/2019	349.62
8002 - Safeguard Business Systems, INC	01-printed envelopes-1,000		12/13/2019	159.96
	Account 53310 - Printing Totals	2		\$509.58
<b>Account 53610 - Building Repairs</b>				
321 - Harrell Fish, INC	19-Service Agreement for Plumbing Repairs at ACC		12/13/2019	1,040.16
	Account 53610 - Building Repairs Totals	1		\$1,040.16
	Program 010000 - Main Totals	20		\$5,338.23
<b>Program 010001 - Donations Over \$5K</b>				
<b>Account 53130 - Medical</b>				
6529 - BloomingPaws, LLC	01-heartworm treatment-11/14/2019		12/13/2019	79.99
175 - Monroe County Humane Association, INC	01-bloodwork-8/19/19		12/13/2019	192.00
175 - Monroe County Humane Association, INC	01-urinalysis, bloodwork-10/16/19		12/13/2019	231.00
175 - Monroe County Humane Association, INC	01-x-rays-10/29-10/30/19		12/13/2019	120.00
175 - Monroe County Humane Association, INC	01-x-rays, bloodwork-11/4/19		12/13/2019	255.00
175 - Monroe County Humane Association, INC	01-x-rays, treatment-11/12 & 11/13/19		12/13/2019	108.00
	Account 53130 - Medical Totals	6		\$985.99
	Program 010001 - Donations Over \$5K Totals	6		\$985.99
	Department 01 - Animal Shelter Totals	26		\$6,324.22
<b>Department 02 - Public Works</b>				
<b>Program 020000 - Main</b>				
<b>Account 46060 - Other Violations</b>				
Jill R. Kyhn	14-refund overpayment on tickets-\$120.00 on collections-		12/13/2019	120.00
	Account 46060 - Other Violations Totals	1		\$120.00
<b>Account 53990 - Other Services and Charges</b>				



# Board of Public Works Claim Register

Invoice Date Range 12/02/19 - 12/13/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
199 - Monroe County Government	02 2019 Primary Election costs for the City of Bloomington		12/13/2019	99,149.86
199 - Monroe County Government	02 2019 Primary Election costs for the City of Bloomington		12/13/2019	<u>170,350.12</u>
	Account <b>53990 - Other Services and Charges</b> Totals	2		<u>\$269,499.98</u>
	Program <b>020000 - Main</b> Totals	3		<u>\$269,619.98</u>
	Department <b>02 - Public Works</b> Totals	3		\$269,619.98
<b>Department 03 - City Clerk</b>				
Program <b>030000 - Main</b>				
Account <b>52420 - Other Supplies</b>				
3560 - First Financial Bank / Credit Cards	03-Notebooks		12/13/2019	<u>20.90</u>
	Account <b>52420 - Other Supplies</b> Totals	1		<u>\$20.90</u>
	Program <b>030000 - Main</b> Totals	1		<u>\$20.90</u>
	Department <b>03 - City Clerk</b> Totals	1		\$20.90
<b>Department 04 - Economic &amp; Sustainable Dev</b>				
Program <b>040000 - Main</b>				
Account <b>53160 - Instruction</b>				
3560 - First Financial Bank / Credit Cards	04 - Conference Fee for Greenbuild - Alex Crowley		12/13/2019	862.00
3560 - First Financial Bank / Credit Cards	04 - Chamber Federal Focus with Sen Mike Braun -		12/13/2019	<u>50.00</u>
	Account <b>53160 - Instruction</b> Totals	2		\$912.00
Account <b>53230 - Travel</b>				
3560 - First Financial Bank / Credit Cards	04 - Hotel charge during Greenbuild Atlanta Hyatt		12/13/2019	638.92
7170 - Lauren Travis	04 Reimbursement for Travel to Debuque		12/13/2019	<u>343.91</u>
	Account <b>53230 - Travel</b> Totals	2		\$982.83
Account <b>53320 - Advertising</b>				
905 - Convention And Visitors Bureau Of Monroe	04 - Ad for Visit Bloomington Guide		12/13/2019	1,000.00
3560 - First Financial Bank / Credit Cards	04 - Job Advertising w/Linkedin - AD-Small Biz		12/13/2019	<u>210.00</u>
	Account <b>53320 - Advertising</b> Totals	2		\$1,210.00
Account <b>53910 - Dues and Subscriptions</b>				
3560 - First Financial Bank / Credit Cards	04 - Hootsuite Platform for 2019		12/13/2019	5.99
6749 - Localintel, INC	04 - 2020 Annual subscription for online economic		12/13/2019	<u>4,500.00</u>
	Account <b>53910 - Dues and Subscriptions</b> Totals	2		\$4,505.99
Account <b>53960 - Grants</b>				
136 - Girls INC Of Monroe County	04 Support for Strong, Smart, Bold Girl mural		12/13/2019	<u>250.00</u>
	Account <b>53960 - Grants</b> Totals	1		\$250.00
Account <b>53970 - Mayor's Promotion of Business</b>				
6689 - Hadley Gephart	04 - Painting of traffic box - Stop & StART traffic Box		12/13/2019	<u>300.00</u>
	Account <b>53970 - Mayor's Promotion of Business</b> Totals	1		\$300.00
Account <b>53990 - Other Services and Charges</b>				
3560 - First Financial Bank / Credit Cards	04-USGBC Holiday Party Registration		12/13/2019	35.00
6733 - Armin Vit (UnderConsideration,LLC)	04 - Graphic Design Services for 2018 rebrand of BEAD		12/13/2019	<u>3,250.00</u>
	Account <b>53990 - Other Services and Charges</b> Totals	2		<u>\$3,285.00</u>
	Program <b>040000 - Main</b> Totals	12		<u>\$11,445.82</u>
	Department <b>04 - Economic &amp; Sustainable Dev</b> Totals	12		\$11,445.82
<b>Department 05 - Common Council</b>				
Program <b>050000 - Main</b>				
Account <b>52110 - Office Supplies</b>				
6792 - VARI Sales Corporation	05-Standing Desk		12/13/2019	<u>355.50</u>
	Account <b>52110 - Office Supplies</b> Totals	1		\$355.50
Account <b>53910 - Dues and Subscriptions</b>				
6891 - Gatehouse Media Indiana Holdings	05-HT-52 week subscription-12/10/19-12/9/2020		12/13/2019	<u>241.25</u>
	Account <b>53910 - Dues and Subscriptions</b> Totals	1		<u>\$241.25</u>
	Program <b>050000 - Main</b> Totals	2		<u>\$596.75</u>
	Department <b>05 - Common Council</b> Totals	2		\$596.75
<b>Department 06 - Controller's Office</b>				
Program <b>060000 - Main</b>				
Account <b>52420 - Other Supplies</b>				



# Board of Public Works Claim Register

Invoice Date Range 12/02/19 - 12/13/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
53442 - Paragon Micro, INC	06-Adobe Acrobat Pro for J McMillan		12/13/2019	404.99
8002 - Safeguard Business Systems, INC	06-1099 and W2 forms with envelopes for 2019		12/13/2019	700.92
	Account <b>52420 - Other Supplies</b> Totals	2		\$1,105.91
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops</b>				
5648 - Reedy Financial Group, PC	06- Financial Consulting-TIF Financial-services thru		12/13/2019	8,390.01
5648 - Reedy Financial Group, PC	06-Financial Consult.-Financial Plan/Special Proj-thru		12/13/2019	10,900.00
5648 - Reedy Financial Group, PC	06-Financial Consult.-TIF Financial-thru 9/30/2019		12/13/2019	6,607.50
5648 - Reedy Financial Group, PC	06-Financial Consult.-Financial Plan/Acct Bookkeepi-thru		12/13/2019	3,251.83
5648 - Reedy Financial Group, PC	06-Financial Consult.-TIF Financial-thru 8/31/19		12/13/2019	4,584.16
5648 - Reedy Financial Group, PC	06-Financial Consult.-Financial Plan-thru 8/31/19		12/13/2019	3,391.66
5648 - Reedy Financial Group, PC	06-Financial Consult.-TIF Financial Plan/Const-thru		12/13/2019	5,195.83
5648 - Reedy Financial Group, PC	06-Financial Consult.-Financial Plan/Budget Consult-thru		12/13/2019	2,304.17
5648 - Reedy Financial Group, PC	06 Financial Consulting		12/13/2019	14,211.67
5648 - Reedy Financial Group, PC	06 Financial Consulting		12/13/2019	3,227.51
	Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals	10		\$62,064.34
<b>Account 53630 - Machinery and Equipment Repairs</b>				
371 - Pitney Bowes, INC	06- Postage Meter Service Agreement 12-1-18 to 11-30-		12/13/2019	561.20
	Account <b>53630 - Machinery and Equipment Repairs</b> Totals	1		\$561.20
<b>Account 53990 - Other Services and Charges</b>				
391 - O. W. Krohn & Associates, LLP	06- Bond Food & Beverage - time period 10/1-		12/13/2019	12,000.00
1352 - Cornerstone Planning & Design INC	18- Project Management		12/13/2019	5,605.30
	Account <b>53990 - Other Services and Charges</b> Totals	2		\$17,605.30
	Program <b>060000 - Main</b> Totals	15		\$81,336.75
	Department <b>06 - Controller's Office</b> Totals	15		\$81,336.75
<b>Department 09 - CFRD</b>				
<b>Program 090000 - Main</b>				
<b>Account 52420 - Other Supplies</b>				
5819 - Synchrony Bank	09-telephone shoulder rest for Michael		12/13/2019	21.98
	Account <b>52420 - Other Supplies</b> Totals	1		\$21.98
<b>Account 53640 - Hardware and Software Maintenance</b>				
9523 - Freedom Business Solutions, LLC	09-Office supplies-HP Color LaserJet Enterprise, Cyan		12/13/2019	199.00
	Account <b>53640 - Hardware and Software Maintenance</b> Totals	1		\$199.00
<b>Account 53910 - Dues and Subscriptions</b>				
3560 - First Financial Bank / Credit Cards	09-International Downtown Association-2020 Membership		12/13/2019	846.00
	Account <b>53910 - Dues and Subscriptions</b> Totals	1		\$846.00
<b>Account 53960 - Grants</b>				
205 - City Of Bloomington	09-CFRD Platinum Sponsorship-2020 Women's History		12/13/2019	500.00
	Account <b>53960 - Grants</b> Totals	1		\$500.00
	Program <b>090000 - Main</b> Totals	4		\$1,566.98
	Department <b>09 - CFRD</b> Totals	4		\$1,566.98
<b>Department 11 - Mayor's Office</b>				
<b>Program 110000 - Main</b>				
<b>Account 52110 - Office Supplies</b>				
6530 - Office Depot, INC	11-proclamation paper		12/13/2019	32.99
6530 - Office Depot, INC	11-tickets, name badges for board & commission		12/13/2019	28.62
8002 - Safeguard Business Systems, INC	11-YBP decals		12/13/2019	265.84
	Account <b>52110 - Office Supplies</b> Totals	3		\$327.45
<b>Account 52420 - Other Supplies</b>				
3560 - First Financial Bank / Credit Cards	11-lunch for meeting with new Councilmembers		12/13/2019	48.60
6894 - Devta Linda Kidd	11-reimbursement for coffee for kitchen		12/13/2019	11.99
4549 - Kroger Limited Partnership I	11-coffee for kitchen-11/10/19		12/13/2019	35.98
4549 - Kroger Limited Partnership I	11-refund for sales tax-11/10/19-Inv #350238		12/13/2019	(.07)
4394 - Richardson Enterprises of Blqtn,LLC	11-Mayor at the Market sign for chiefs		12/13/2019	58.32
5819 - Synchrony Bank	11-video projector		12/13/2019	259.99
5819 - Synchrony Bank	11-digital comms equipment		12/13/2019	734.97





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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
5819 - Synchrony Bank	11-digital comms equipment		12/13/2019	314.95
5819 - Synchrony Bank	11-digital comms equipment		12/13/2019	207.95
5819 - Synchrony Bank	11-digital comms equipment		12/13/2019	139.00
5819 - Synchrony Bank	11-digital comms equipment		12/13/2019	14.88
5819 - Synchrony Bank	11-digital comms equipment		12/13/2019	319.99
5819 - Synchrony Bank	11-digital comms equipment		12/13/2019	864.51
5814 - Elizabeth Rubin Walter	11-reimbursement for bungee cords, coffee		12/13/2019	<u>14.98</u>
	Account 52420 - Other Supplies Totals		14	\$3,026.04
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops</b>				
6428 - Kelly M Boatman (Core Projective, LLC)	11-project management OOTM November		12/13/2019	<u>1,721.25</u>
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		1	\$1,721.25
<b>Account 53230 - Travel</b>				
3560 - First Financial Bank / Credit Cards	11-Aloft hotel stay for Devta South Bend		12/13/2019	<u>123.17</u>
	Account 53230 - Travel Totals		1	\$123.17
<b>Account 53910 - Dues and Subscriptions</b>				
3560 - First Financial Bank / Credit Cards	11-subscription to Social Report		12/13/2019	1,188.00
53442 - Paraqon Micro, INC	11-additional PowerBI subscription		12/13/2019	<u>9.16</u>
	Account 53910 - Dues and Subscriptions Totals		2	\$1,197.16
<b>Account 53960 - Grants</b>				
4624 - BuffaLouie's At The Gables	11-catering for board & appreciation reception		12/13/2019	856.98
4549 - Kroger Limited Partnership I	11-refund for foil pans (med.) for board & comm. event-		12/13/2019	(22.45)
4549 - Kroger Limited Partnership I	11-foil pans (large) for board & commission event-		12/13/2019	39.95
4549 - Kroger Limited Partnership I	11-foil plans (medium) for board & commission event-		12/13/2019	22.45
4549 - Kroger Limited Partnership I	11-board & commission reception materials-11/15/19		12/13/2019	488.02
4549 - Kroger Limited Partnership I	11-refund-foil pans (large) for board & comm. event-		12/13/2019	<u>(39.95)</u>
	Account 53960 - Grants Totals		6	\$1,345.00
	Program 110000 - Main Totals		27	<u>\$7,740.07</u>
	Department 11 - Mayor's Office Totals		27	\$7,740.07
<b>Department 12 - Human Resources</b>				
<b>Program 120000 - Main</b>				
<b>Account 53230 - Travel</b>				
5596 - Emily Fields	12 Reimbursement for meals while at conference in New		12/13/2019	234.00
3560 - First Financial Bank / Credit Cards	12 Hotel charges for (E Fields) Conference		12/13/2019	<u>807.30</u>
	Account 53230 - Travel Totals		2	\$1,041.30
<b>Account 53910 - Dues and Subscriptions</b>				
3560 - First Financial Bank / Credit Cards	12 Annual SHRM Dues (E Fields)		12/13/2019	199.00
3560 - First Financial Bank / Credit Cards	12 Annual SHRM Dues (C Shaw)		12/13/2019	194.00
6891 - Gatehouse Media Indiana Holdings	12 Yearly Newspaper Subscription \$241.25		12/13/2019	<u>241.25</u>
	Account 53910 - Dues and Subscriptions Totals		3	<u>\$634.25</u>
	Program 120000 - Main Totals		5	<u>\$1,675.55</u>
	Department 12 - Human Resources Totals		5	\$1,675.55
<b>Department 13 - Planning</b>				
<b>Program 130000 - Main</b>				
<b>Account 52110 - Office Supplies</b>				
6530 - Office Depot, INC	13 - Tape dispenser		12/13/2019	.53
6530 - Office Depot, INC	13 - Stapler, pencil cup, paper clip holder		12/13/2019	43.47
6530 - Office Depot, INC	13 - Post its, tray, scissors, pens, 11x17 paper, steno pad		12/13/2019	32.68
6530 - Office Depot, INC	13 - 8.5 x 14 copy paper		12/13/2019	31.99
5819 - Synchrony Bank	13-Amazon--2020 Loose Leaf Calendar #91010)_for		12/13/2019	<u>17.22</u>
	Account 52110 - Office Supplies Totals		5	\$125.89
<b>Account 52420 - Other Supplies</b>				
6530 - Office Depot, INC	13 - Office chair for Craig		12/13/2019	<u>229.99</u>
	Account 52420 - Other Supplies Totals		1	\$229.99
<b>Account 52430 - Uniforms and Tools</b>				
798 - Winters Associates Promotional Products,	13 - Department shirts-2		12/13/2019	71.93



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account <b>52430 - Uniforms and Tools</b> Totals		1		\$71.93
Account <b>53160 - Instruction</b>				
204 - State Of Indiana	13-ArcGIS Pro Intermediate Training (Roy & Karina)		12/13/2019	700.00
Account <b>53160 - Instruction</b> Totals		1		\$700.00
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>				
6289 - Clarion Associates, LLC	13-UDO Update_Contract Extension-serv. thru 10/31/19		12/13/2019	7,555.04
6974 - M.J. Wells & Associates, INC	13-Consulting-Travel Demand Mgmt (TDM) Plan-Inv. date		12/13/2019	22,850.00
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals		2		\$30,405.04
Account <b>53320 - Advertising</b>				
3560 - First Financial Bank / Credit Cards	13 - ITE Career Center Project Engineer job posting		12/13/2019	295.00
3560 - First Financial Bank / Credit Cards	13 - APWA job posting - Project Engineer		12/13/2019	325.00
Account <b>53320 - Advertising</b> Totals		2		\$620.00
Account <b>53990 - Other Services and Charges</b>				
4898 - Oman Systems, INC	13 - BidTabs one year subscription		12/13/2019	1,320.00
Account <b>53990 - Other Services and Charges</b> Totals		1		\$1,320.00
Program <b>130000 - Main</b> Totals		13		\$33,472.85
Department <b>13 - Planning</b> Totals		13		\$33,472.85
Department <b>19 - Facilities Maintenance</b>				
Program <b>190000 - Main</b>				
Account <b>53610 - Building Repairs</b>				
321 - Harrell Fish, INC	19-Service Agreement for Quarterly Planned Maint. at City	BC 2019-23	12/13/2019	1,910.66
Account <b>53610 - Building Repairs</b> Totals		1		\$1,910.66
Program <b>190000 - Main</b> Totals		1		\$1,910.66
Department <b>19 - Facilities Maintenance</b> Totals		1		\$1,910.66
Department <b>28 - ITS</b>				
Program <b>280000 - Main</b>				
Account <b>52110 - Office Supplies</b>				
6530 - Office Depot, INC	28 - Highlighters		12/13/2019	22.43
6530 - Office Depot, INC	28 - Label Tape		12/13/2019	29.46
6530 - Office Depot, INC	28 - Cubicle Clips		12/13/2019	1.83
Account <b>52110 - Office Supplies</b> Totals		3		\$53.72
Account <b>52420 - Other Supplies</b>				
6530 - Office Depot, INC	28 - GIS Flash Drive		12/13/2019	21.99
6530 - Office Depot, INC	28 - Will Return Sign for Lobby Door		12/13/2019	7.99
6530 - Office Depot, INC	28 - Plotter Toner		12/13/2019	460.64
6530 - Office Depot, INC	28 - Plotter Paper		12/13/2019	250.32
6530 - Office Depot, INC	28 - HDMI Cable for GIS		12/13/2019	15.79
6530 - Office Depot, INC	28 - GIS Flash Drive		12/13/2019	49.99
53442 - Paragon Micro, INC	28 - USB Cable for Loaner MIFI		12/13/2019	12.99
6792 - VARI Sales Corporation	28 - Varidesk for Systems & Innovation Analyst		12/13/2019	355.50
Account <b>52420 - Other Supplies</b> Totals		8		\$1,175.21
Account <b>53640 - Hardware and Software Maintenance</b>				
3989 - Ricoh USA, INC	28-CH/off site facilities-copier maint-10/17-11/16/19		12/13/2019	1,806.55
3989 - Ricoh USA, INC	28 - Copier Maintenance BFD - 11/29/2019 - 2/28/20		12/13/2019	412.49
5444 - Tyler Technologies, INC	28 - Citizen Transparency Portal - 4/1/19 - 3/31/20		12/13/2019	15,000.00
Account <b>53640 - Hardware and Software Maintenance</b> Totals		3		\$17,219.04
Account <b>53910 - Dues and Subscriptions</b>				
3560 - First Financial Bank / Credit Cards	28 - Twilio API Services - November 2019		12/13/2019	20.62
3560 - First Financial Bank / Credit Cards	28 - Google Application Programming Interfaces -		12/13/2019	8.13
3560 - First Financial Bank / Credit Cards	28 - Squarespace - Bloomington Revealed Domain		12/13/2019	20.00
3560 - First Financial Bank / Credit Cards	28 - Basecamp Proj Mgmt Subscription - 11/11/19 -		12/13/2019	20.00
8315 - Indiana Geographic Information Council,	28 - IGIC Membership 2020 - Laura Haley		12/13/2019	300.00
8315 - Indiana Geographic Information Council,	28 - IGIC Membership 2020 - Max Stier		12/13/2019	75.00
8315 - Indiana Geographic Information Council,	28 - IGIC Membership 2020 - Richard Creek		12/13/2019	75.00
5786 - Promevo, LLC	28 - Google Drive Storage Subscription 50GB - November		12/13/2019	25.75



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Account 53910 - Dues and Subscriptions Totals</b>		8		\$544.50
Account 53950 - Landfill				
4712 - Shredding and Storage Unlimited, LLC	28 - Shredding Service 11/20/19-96 gallon tote		12/13/2019	35.00
	Account 53950 - Landfill Totals	1		\$35.00
	Program 280000 - Main Totals	23		\$19,027.47
	Department 28 - ITS Totals	23		\$19,027.47
	Fund 101 - General Fund (S0101) Totals	132		\$434,738.00
<b>Fund 103 - Restricted Donations(ord 05-17)</b>				
Department 06 - Controller's Office				
Program 400102 - Animal Supplies				
Account 52210 - Institutional Supplies				
4586 - Hill's Pet Nutrition Sales, INC	01-food-feline-11/15/19		12/13/2019	135.90
	Account 52210 - Institutional Supplies Totals	1		\$135.90
	Program 400102 - Animal Supplies Totals	1		\$135.90
	Department 06 - Controller's Office Totals	1		\$135.90
	Fund 103 - Restricted Donations(ord 05-17) Totals	1		\$135.90
<b>Fund 270 - CC Jack Hopkins NR17-42 (S0011)</b>				
Department 05 - Common Council				
Program 050000 - Main				
Account 53960 - Grants				
20872 - Catholic Charities Social Services	15-JH2019-therapy work-7/1-11/2/19		12/13/2019	13,479.00
19922 - Center For Sustainable Living, INC	15-JH19-611 W. 2nd St-water/sewer hookup		12/13/2019	16,750.00
1618 - Shalom Community Center INC	15-JH19-purchase toilets, washers, dryers, freezer		12/13/2019	12,441.80
7014 - Society of St. Vincent De Paul,	15-JH2019-auto repairs-Polley & Mullis		12/13/2019	785.00
	Account 53960 - Grants Totals	4		\$43,455.80
	Program 050000 - Main Totals	4		\$43,455.80
	Department 05 - Common Council Totals	4		\$43,455.80
	Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals	4		\$43,455.80
<b>Fund 312 - Community Services</b>				
Department 09 - CFRD				
Program 090016 - Com Serv - Safe & Civil				
Account 52420 - Other Supplies				
4549 - Kroger Limited Partnership I	09-Young Women's Leadership Summit--		12/13/2019	45.59
	Account 52420 - Other Supplies Totals	1		\$45.59
	Program 090016 - Com Serv - Safe & Civil Totals	1		\$45.59
Program 090018 - CBVN				
Account 52420 - Other Supplies				
4549 - Kroger Limited Partnership I	09-CBVN Nonprofit Board Cert Seminar--mixer snacks		12/13/2019	90.49
4549 - Kroger Limited Partnership I	09-CBVN Nonprofit Board Cert Seminar--mixer snacks		12/13/2019	4.59
	Account 52420 - Other Supplies Totals	2		\$95.08
	Program 090018 - CBVN Totals	2		\$95.08
Program 090021 - Children & Youths				
Account 52420 - Other Supplies				
4549 - Kroger Limited Partnership I	09-Teen Round Table and SWAGGER-refreshments for		12/13/2019	53.18
4549 - Kroger Limited Partnership I	09-Teen Round Table and SWAGGER-refreshments for		12/13/2019	5.00
4549 - Kroger Limited Partnership I	09-Snacks for meeting		12/13/2019	18.97
	Account 52420 - Other Supplies Totals	3		\$77.15
	Program 090021 - Children & Youths Totals	3		\$77.15
	Department 09 - CFRD Totals	6		\$217.82
	Fund 312 - Community Services Totals	6		\$217.82
<b>Fund 401 - Non-Reverting Telecom (S1146)</b>				
Department 25 - Telecommunications				
Program 254000 - Infrastructure				
Account 53640 - Hardware and Software Maintenance				
13482 - Northern Lights Locating & Inspection,	25 - Line Locating Services - November 2019		12/13/2019	2,500.00



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account <b>53750 - Rentals - Other</b>				
12283 - Smithville Communications	28-401 N Morton/ACC-internet services-12/1-12/31/19		12/02/2019	1,614.27
	Account <b>53750 - Rentals - Other</b> Totals	1		\$2,500.00
Account <b>54450 - Equipment</b>				
53442 - Paragon Micro, INC	25 - Capital Replacement - Civil City - 1 Monitor		12/13/2019	149.99
	Account <b>54450 - Equipment</b> Totals	1		\$149.99
	Program <b>254000 - Infrastructure</b> Totals	3		\$4,264.26
Program <b>256000 - Services</b>				
Account <b>53150 - Communications Contract</b>				
4170 - Comcast Cable Communications, INC	28-3550 N Kinser Pk-business services 11/17-12/16/19		12/02/2019	96.26
12283 - Smithville Communications	28-401 N Morton/ACC-internet services-12/1-12/31/19		12/02/2019	1,375.00
203 - INDIANA UNIVERSITY	25 - Dark Fiber - November 2019		12/13/2019	65.00
	Account <b>53150 - Communications Contract</b> Totals	3		\$1,536.26
	Program <b>256000 - Services</b> Totals	3		\$1,536.26
	Department <b>25 - Telecommunications</b> Totals	6		\$5,800.52
	Fund <b>401 - Non-Reverting Telecom (S1146)</b> Totals	6		\$5,800.52
Fund <b>450 - Local Road and Street(S0706)</b>				
Department <b>20 - Street</b>				
Program <b>200000 - Main</b>				
Account <b>53520 - Street Lights / Traffic Signals</b>				
223 - Duke Energy	02-3rd & Westplex-equip chgs/electric bill-11/22/19		12/02/2019	17.97
223 - Duke Energy	02-420 W. 4th-Crosswalk-electric bill-10/24-11/25/19		12/02/2019	9.13
223 - Duke Energy	02-912 S. Walnut-Crosswalk-electric bill-10/24-11/25/19		12/02/2019	9.27
223 - Duke Energy	02-2nd&Patterson-Signal-elec. chgs 10/22-11/21/19		12/02/2019	22.73
	Account <b>53520 - Street Lights / Traffic Signals</b> Totals	4		\$59.10
	Program <b>200000 - Main</b> Totals	4		\$59.10
	Department <b>20 - Street</b> Totals	4		\$59.10
	Fund <b>450 - Local Road and Street(S0706)</b> Totals	4		\$59.10
Fund <b>451 - Motor Vehicle Highway(S0708)</b>				
Department <b>20 - Street</b>				
Program <b>200000 - Main</b>				
Account <b>52110 - Office Supplies</b>				
6530 - Office Depot, INC	20-rollerball pens, RB Z4 pens		12/13/2019	26.04
6530 - Office Depot, INC	20-pens, highlighters, weekly planner		12/13/2019	67.84
	Account <b>52110 - Office Supplies</b> Totals	2		\$93.88
Account <b>52420 - Other Supplies</b>				
409 - Black Lumber Co. INC	20-Shop hose, hose washer, PSI twist nozzle-11/18/19		12/13/2019	80.47
313 - Fastenal Company	20-rain coats, 2 leaf blowers for leafing-11/6/19		12/13/2019	438.00
293 - J&S Locksmith Shop, INC	20-Keys for vehicles		12/13/2019	3.00
394 - Kleindorfer Hardware & Variety	20-Trucks 443/445/485-3 tie down straps		12/13/2019	59.85
394 - Kleindorfer Hardware & Variety	20-Kinser-armour all, paper towels, car wash fluid		12/13/2019	26.84
394 - Kleindorfer Hardware & Variety	20-Truck #438-2 keys made		12/13/2019	3.00
394 - Kleindorfer Hardware & Variety	20-4 ratchet straps		12/13/2019	79.96
394 - Kleindorfer Hardware & Variety	20-bar & chain, WD-40		12/13/2019	16.48
5819 - Synchrony Bank	20-Key tags for vehicles		12/13/2019	7.32
	Account <b>52420 - Other Supplies</b> Totals	9		\$714.92
Account <b>53230 - Travel</b>				
3919 - Michael Stinson	20-per diem-Traffic Management-Addison, IL-11/18-		12/13/2019	61.00
7246 - Joseph D Vandeventer	20-per diem/fuel-Traffic Management-Addison, IL-11/18-		12/13/2019	125.25
	Account <b>53230 - Travel</b> Totals	2		\$186.25
Account <b>53250 - Pagers</b>				
332 - Indiana Paging Network, INC	20-Services for Snow Control Pagers-December 2019		12/13/2019	87.26
	Account <b>53250 - Pagers</b> Totals	1		\$87.26
Account <b>53610 - Building Repairs</b>				



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
32 - Cassidy Electrical Contractors, INC	20-Electric line for brine machine	BC 2019-18	12/13/2019	1,850.00
	Account <b>53610 - Building Repairs</b> Totals		1	<u>\$1,850.00</u>
<b>Account 53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel	20-mat/towel service-11/20/19		12/13/2019	34.28
19171 - Aramark Uniform & Career Apparel	20-mat/towel service-11/27/19		12/13/2019	34.28
19171 - Aramark Uniform & Career Apparel	20-mat/towel service-11/13/19		12/13/2019	34.28
19171 - Aramark Uniform & Career Apparel	20-uniform rental (minus payroll ded)-11/20/19		12/13/2019	16.84
19171 - Aramark Uniform & Career Apparel	20-uniform rental (minus payroll ded)-11/27/19		12/13/2019	16.84
19171 - Aramark Uniform & Career Apparel	20-uniform rental (minus payroll ded)-11/13/19		12/13/2019	16.83
	Account <b>53920 - Laundry and Other Sanitation Services</b> Totals		6	<u>\$153.35</u>
<b>Account 53950 - Landfill</b>				
60 - Monroe County Solid Waste Management	20-Disposal fee for paint-Inv date 10/31/19		12/13/2019	643.86
	Account <b>53950 - Landfill</b> Totals		1	<u>\$643.86</u>
<b>Account 53990 - Other Services and Charges</b>				
3472 - Lucy, INC	20-Project for Transmap Data conversion		12/13/2019	500.00
249 - Crider And Crider, INC	20-Pavement Maintenance Contract-2nd Crew-2/14 &	BC 2019-27	12/13/2019	3,040.00
5465 - Emergency Radio Service LLC (ERS-OCI	20-Two Way Radio Communication Services-11/1/19		12/13/2019	572.05
5465 - Emergency Radio Service LLC (ERS-OCI	20-Two Way Radio Communication Services-11/1/19		12/13/2019	2,321.25
902 - Indiana Underground Plant Protection	20-IN 811 calls, monthly tickets-September 2019-621		12/13/2019	589.95
290 - James H Drew, Corporation	20-Signal Repair Service at Old SR 37 & N Walnut		12/13/2019	1,002.73
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-10/16/2019		12/13/2019	150.00
	Account <b>53990 - Other Services and Charges</b> Totals		7	<u>\$8,175.98</u>
	Program <b>200000 - Main</b> Totals		29	<u>\$11,905.50</u>
	Department <b>20 - Street</b> Totals		29	<u>\$11,905.50</u>
	Fund <b>451 - Motor Vehicle Highway(S0708)</b> Totals		29	<u>\$11,905.50</u>
<b>Fund 452 - Parking Facilities(S9502)</b>				
Department <b>26 - Parking</b>				
Program <b>260000 - Main</b>				
Account <b>52110 - Office Supplies</b>				
9269 - Ferguson Facilities Supply, HP Products	26 Toilet paper and Paper Towels for Parking Garage		12/13/2019	47.85
53005 - Menards, INC	26 supplies for repair at parking garages		12/13/2019	167.91
	Account <b>52110 - Office Supplies</b> Totals		2	<u>\$215.76</u>
<b>Account 53610 - Building Repairs</b>				
6197 - CE Solutions, INC	26-SE Stairwell Replacement for Walnut St Garage	BC 2019-28	12/13/2019	16,254.77
6197 - CE Solutions, INC	26 - Reimbursables for Consultant Services at Walnut St	BC 2019-28	12/13/2019	1,080.23
	Account <b>53610 - Building Repairs</b> Totals		2	<u>\$17,335.00</u>
<b>Account 53650 - Other Repairs</b>				
227 - Otis Elevator Company	26 Elevator repair Morton Garage		12/13/2019	420.25
227 - Otis Elevator Company	26 Elevator Repair Walnut Street Parking Garage		12/13/2019	522.00
	Account <b>53650 - Other Repairs</b> Totals		2	<u>\$942.25</u>
<b>Account 53990 - Other Services and Charges</b>				
3560 - First Financial Bank / Credit Cards	26 Payment for Parking Garage Software Trial Run		12/13/2019	1.00
	Account <b>53990 - Other Services and Charges</b> Totals		1	<u>\$1.00</u>
	Program <b>260000 - Main</b> Totals		7	<u>\$18,494.01</u>
	Department <b>26 - Parking</b> Totals		7	<u>\$18,494.01</u>
	Fund <b>452 - Parking Facilities(S9502)</b> Totals		7	<u>\$18,494.01</u>
<b>Fund 454 - Alternative Transport(S6301)</b>				
Department <b>05 - Common Council</b>				
Program <b>050000 - Main</b>				
Account <b>54310 - Improvements Other Than Building</b>				
51575 - Ennis-Flint, INC	13-Council SW-crosswalk at Mitchell & Maxwell-ST & P&T		12/13/2019	463.20
	Account <b>54310 - Improvements Other Than Building</b> Totals		1	<u>\$463.20</u>
	Program <b>050000 - Main</b> Totals		1	<u>\$463.20</u>
	Department <b>05 - Common Council</b> Totals		1	<u>\$463.20</u>
	Fund <b>454 - Alternative Transport(S6301)</b> Totals		1	<u>\$463.20</u>



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Fund 456 - MVH Restricted</b>				
Department <b>20 - Street</b>				
Program <b>200000 - Main</b>				
Account <b>52210 - Institutional Supplies</b>				
313 - Fastenal Company	20-safety supplies-safety glasses, gloves, earplugs-		12/13/2019	27.86
313 - Fastenal Company	20-safety supplies-earplugs, gloves-11/12/2019		12/13/2019	63.79
313 - Fastenal Company	20-safety supplies-earplugs, gloves-11/06/2019		12/13/2019	39.78
313 - Fastenal Company	20-safety supplies-gloves-11/07/2019		12/13/2019	18.00
313 - Fastenal Company	20-rain coats, 2 leaf blowers for leafing-11/6/19		12/13/2019	11.70
313 - Fastenal Company	20-safety supplies-gloves, earplugs-11/14/19		12/13/2019	58.35
Account <b>52210 - Institutional Supplies</b> Totals			6	\$219.48
Account <b>52330 - Street , Alley, and Sewer Material</b>				
334 - Irving Materials, INC	20-Deliver ST Dept-Class A Stone Ash-3 cy-11/21/19		12/13/2019	328.50
334 - Irving Materials, INC	20-401 S. Euclid-Class A Stone Ash-5 cy-11/4/2019		12/13/2019	507.50
334 - Irving Materials, INC	20-S. Euclid-Class A Stone Ash-7 cy-11/8/19-inc. washout		12/13/2019	806.50
334 - Irving Materials, INC	20-4055 E. Bennington Blvd-Class A Stone Ash-6 cy-		12/13/2019	609.00
365 - Rogers Group, INC	20-#5 stone for sidewalks-10.40 tons-10/31/19		12/13/2019	127.40
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals			5	\$2,378.90
Account <b>52340 - Other Repairs and Maintenance</b>				
294 - All-Phase Electric Supply, INC	20-signal supplies-105-305V PH-CNTL-4		12/13/2019	65.20
Account <b>52340 - Other Repairs and Maintenance</b> Totals			1	\$65.20
Account <b>52420 - Other Supplies</b>				
19171 - Aramark Uniform & Career Apparel	20-Type II Safety Shirts for crews		12/13/2019	1,115.33
409 - Black Lumber Co. INC	20-3' do it utility brush-2-11/25/19		12/13/2019	2.58
409 - Black Lumber Co. INC	20-4 zinc light strap hinge, hardware-11/26/19		12/13/2019	5.67
409 - Black Lumber Co. INC	20-Truck #409-4x8 3/4 CDX CA treated plywood-11/13/19		12/13/2019	36.95
409 - Black Lumber Co. INC	20-2x4-12 construction lumber-12-11/13/19		12/13/2019	65.88
409 - Black Lumber Co. INC	20-Leafing-do-it manure fork-1-11/14/19		12/13/2019	24.99
409 - Black Lumber Co. INC	20-Truck #405-double cut keys-2-11/13/19		12/13/2019	2.98
409 - Black Lumber Co. INC	20-12 oz great stuff triple expand-12-11/19/19		12/13/2019	47.64
409 - Black Lumber Co. INC	20-clear safety glasses-1-11/20/19		12/13/2019	11.99
409 - Black Lumber Co. INC	20-Sidewalks-#1 2x12-10 yellow pine lumber-3-11/20/19		12/13/2019	49.47
409 - Black Lumber Co. INC	20-Sidewalk-Hvy Dty Fiberglass Rake-2-12/3/19		12/13/2019	37.98
394 - Kleindorfer Hardware & Variety	20-2 Gojo hand cleaner		12/13/2019	27.98
394 - Kleindorfer Hardware & Variety	20-5 pitch forks		12/13/2019	159.95
394 - Kleindorfer Hardware & Variety	20-Truck #409-4 14' ratchet straps		12/13/2019	49.96
Account <b>52420 - Other Supplies</b> Totals			14	\$1,639.35
Program <b>200000 - Main</b> Totals			26	\$4,302.93
Department <b>20 - Street</b> Totals			26	\$4,302.93
Fund <b>456 - MVH Restricted</b> Totals			26	\$4,302.93
<b>Fund 519 - 2016 GO Bonds Bond #2 (S0182)</b>				
Department <b>06 - Controller's Office</b>				
Program <b>060000 - Main</b>				
Account <b>53830 - Bank Charges</b>				
5232 - The Huntington National Bank	06-General Obligation Series 2016A		12/13/2019	500.00
5232 - The Huntington National Bank	06-General Obligation Series 2016B		12/13/2019	500.00
5232 - The Huntington National Bank	06-General Obligation Series 2016C		12/13/2019	500.00
5232 - The Huntington National Bank	06-General Obligation Series 2016D		12/13/2019	500.00
5232 - The Huntington National Bank	06-General Obligation Series 2016E		12/13/2019	500.00
5232 - The Huntington National Bank	06-General Obligation Series 2016F		12/13/2019	500.00
5232 - The Huntington National Bank	06-General Obligation Series 2016G		12/13/2019	500.00
5232 - The Huntington National Bank	06-General Obligation Series 2016H		12/13/2019	500.00
Account <b>53830 - Bank Charges</b> Totals			8	\$4,000.00
Program <b>060000 - Main</b> Totals			8	\$4,000.00
Department <b>06 - Controller's Office</b> Totals			8	\$4,000.00



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<b>Fund 519 - 2016 GO Bonds Bond #2 (S0182) Totals</b>		8		\$4,000.00	
<b>Fund 520 - 2016 Parks GO Bond #3 (S0183)</b>					
Department 06 - Controller's Office					
Program 060000 - Main					
Account 53830 - Bank Charges					
5232 - The Huntington National Bank	18-Parks District Bonds Series 2016A Admin Fee		12/13/2019	500.00	
5232 - The Huntington National Bank	18-Parks District Bonds Series 2016B Admin Fee		12/13/2019	500.00	
5232 - The Huntington National Bank	18-Parks District Bonds Series 2016C Admin Fee		12/13/2019	500.00	
5232 - The Huntington National Bank	18-Parks District Bonds Series 2016D Admin Fee		12/13/2019	500.00	
5232 - The Huntington National Bank	18-Parks District Bonds Series 2016E1 Admin Fee		12/13/2019	500.00	
Account 53830 - Bank Charges Totals				5	<u>\$2,500.00</u>
Program 060000 - Main Totals				5	<u>\$2,500.00</u>
Department 06 - Controller's Office Totals				5	<u>\$2,500.00</u>
<b>Fund 520 - 2016 Parks GO Bond #3 (S0183) Totals</b>				5	<u>\$2,500.00</u>
<b>Fund 600 - Cum Cap Improvement (CIG)(S2379)</b>					
Department 02 - Public Works					
Program 020000 - Main					
Account 52330 - Street , Alley, and Sewer Material					
5719 - JJ's Concrete Construction, LLC	20-Concrete for installation water line for brine machine		12/13/2019	1,062.00	
Account 52330 - Street , Alley, and Sewer Material Totals				1	<u>\$1,062.00</u>
Program 020000 - Main Totals				1	<u>\$1,062.00</u>
Department 02 - Public Works Totals				1	<u>\$1,062.00</u>
<b>Fund 600 - Cum Cap Improvement (CIG)(S2379) Totals</b>				1	<u>\$1,062.00</u>
<b>Fund 601 - Cum Cap Development(S2391)</b>					
Department 02 - Public Works					
Program 020000 - Main					
Account 52330 - Street , Alley, and Sewer Material					
50944 - Cargill Deicing Techno	20-de-icing salt-21.09 tons-11/27/19	BC 2019-39	12/13/2019	1,991.11	
50944 - Cargill Deicing Techno	20-de-icing salt-94.47 tons-11/26/19	BC 2019-39	12/13/2019	8,918.91	
50944 - Cargill Deicing Techno	20-de-icing salt-93.58 tons-11/25/2019	BC 2019-39	12/13/2019	8,834.88	
50944 - Cargill Deicing Techno	20-de-icing salt-115.75 tons-12/2/19	BC 2019-39	12/13/2019	10,927.95	
5149 - E&B Paving, INC	20-Asphalt for paving-Brooks Drive-45.84 tons-11/1/19	BC 219-34B	12/13/2019	2,704.56	
51575 - Ennis-Flint, INC	13-Council SW-crosswalk at Mitchell & Maxwell-ST & P&T		12/13/2019	1,273.80	
Account 52330 - Street , Alley, and Sewer Material Totals				6	<u>\$34,651.21</u>
Program 020000 - Main Totals				6	<u>\$34,651.21</u>
Department 02 - Public Works Totals				6	<u>\$34,651.21</u>
<b>Department 13 - Planning</b>					
Program 130000 - Main					
Account 54310 - Improvements Other Than Building					
Judith A Allen	13-Sare Road Sidepath Parcel 3		12/13/2019	1,000.00	
Joe Kemp Construction, LLC	13-Sare Road Sidepath Parcel 5		12/13/2019	13,150.00	
Ramsey Land Development, Inc.	13-Sare Road Sidepath-Parcel 9-permanent ROW		12/13/2019	1,000.00	
Account 54310 - Improvements Other Than Building Totals				3	<u>\$15,150.00</u>
Program 130000 - Main Totals				3	<u>\$15,150.00</u>
Department 13 - Planning Totals				3	<u>\$15,150.00</u>
<b>Fund 601 - Cum Cap Development(S2391) Totals</b>				9	<u>\$49,801.21</u>
<b>Fund 730 - Solid Waste (S6401)</b>					
Department 16 - Sanitation					
Program 160000 - Main					
Account 52420 - Other Supplies					
53005 - Menards, INC	16-cleaning supplies-bleach, Pinesol, Glade, Pledge		12/13/2019	132.44	
Account 52420 - Other Supplies Totals				1	<u>\$132.44</u>
<b>Account 53610 - Building Repairs</b>					
321 - Harrell Fish, INC	19-Service Agreement for Plumbing Repairs at Sanitation	BC 2019-24	12/13/2019	204.91	
Account 53610 - Building Repairs Totals				1	<u>\$204.91</u>



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Account 53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel	16-mat/towel service-11/06/2019		12/13/2019	32.26
19171 - Aramark Uniform & Career Apparel	16-uniform rental (minus payroll ded)-11/06/2019		12/13/2019	39.22
19171 - Aramark Uniform & Career Apparel	16-mat/towel service-11/27/19		12/13/2019	13.42
19171 - Aramark Uniform & Career Apparel	16-uniform rental (minus payroll ded)-11/27/19		12/13/2019	12.96
<b>Account 53920 - Laundry and Other Sanitation Services Totals</b>			4	\$97.86
<b>Account 53950 - Landfill</b>				
52226 - Hoosier Transfer Station-3140	16-trash disposal fees - 11/02-11/14/19		12/13/2019	12,616.20
<b>Account 53950 - Landfill Totals</b>			1	\$12,616.20
<b>Program 160000 - Main Totals</b>			7	\$13,051.41
<b>Department 16 - Sanitation Totals</b>			7	\$13,051.41
<b>Fund 730 - Solid Waste (S6401) Totals</b>			7	\$13,051.41
<b>Fund 800 - Risk Management(S0203)</b>				
<b>Department 10 - Legal</b>				
<b>Program 100000 - Main</b>				
<b>Account 52430 - Uniforms and Tools</b>				
1448 - Shoe Carnival, INC	10-Eberle-safety shoes (9.5)-10/30/19		12/13/2019	100.00
<b>Account 52430 - Uniforms and Tools Totals</b>			1	\$100.00
<b>Account 53130 - Medical</b>				
4861 - Bradley C Rushton	10-reimb. CDL physical-11/21/19		12/13/2019	85.00
<b>Account 53130 - Medical Totals</b>			1	\$85.00
<b>Account 53160 - Instruction</b>				
3560 - First Financial Bank / Credit Cards	10-CPR training fees-17 employees		12/13/2019	510.00
3560 - First Financial Bank / Credit Cards	10-CPR training fees-4 employees		12/13/2019	120.00
3560 - First Financial Bank / Credit Cards	10-CPR training fees-6 employees		12/13/2019	180.00
3560 - First Financial Bank / Credit Cards	10-CPR training fees-6 employees		12/13/2019	180.00
3560 - First Financial Bank / Credit Cards	10-CPR training fees-6 employees		12/13/2019	180.00
<b>Account 53160 - Instruction Totals</b>			5	\$1,170.00
<b>Account 53420 - Worker's Comp &amp; Risk</b>				
2618 - Southeastern Indiana Health Operations,	10-SIHO-TTD J.Morris-T.Walden-2019155		12/04/2019	1,072.82
<b>Account 53420 - Worker's Comp &amp; Risk Totals</b>			1	\$1,072.82
<b>Account 53990 - Other Services and Charges</b>				
13808 - Brian D Wilson	10-Risk-reimb. city car wash-Washworld of Blgtn.-		12/13/2019	8.00
<b>Account 53990 - Other Services and Charges Totals</b>			1	\$8.00
<b>Program 100000 - Main Totals</b>			9	\$2,435.82
<b>Department 10 - Legal Totals</b>			9	\$2,435.82
<b>Fund 800 - Risk Management(S0203) Totals</b>			9	\$2,435.82
<b>Fund 802 - Fleet Maintenance(S9500)</b>				
<b>Department 17 - Fleet Maintenance</b>				
<b>Program 170000 - Main</b>				
<b>Account 52230 - Garage and Motor Supplies</b>				
13929 - Eckert's Tech Supply, INC	17-tire supplies-plug kit, skid, hammer-10/29/19		12/13/2019	261.24
4693 - Monroe County Tire & Supply, INC	17-tires-P255/70R17-F' Stone Destination LE 2 Owl-4		12/13/2019	475.36
4693 - Monroe County Tire & Supply, INC	17-stock tires-245/55R18 F'stone F'Hawk GT pursuit-7		12/13/2019	885.85
<b>Account 52230 - Garage and Motor Supplies Totals</b>			3	\$1,622.45
<b>Account 52240 - Fuel and Oil</b>				
349 - White River Cooperative, INC	17-diesel fuel-Inv. date 11/19/19	BC 2017A	12/13/2019	14,189.40
349 - White River Cooperative, INC	17-fuel-PDX4 on road B5 winter blend-7,240.00 gallons	BC 107A	12/13/2019	18,502.54
<b>Account 52240 - Fuel and Oil Totals</b>			2	\$32,691.94
<b>Account 52320 - Motor Vehicle Repair</b>				
244 - Bloomington Ford, INC	17 - # 494 mounting		12/13/2019	253.13
244 - Bloomington Ford, INC	17 - #638 coolant tank		12/13/2019	92.36
244 - Bloomington Ford, INC	17 - #410 washer jets		12/13/2019	8.74
244 - Bloomington Ford, INC	17-#p129 plugs, boots and gasket		12/13/2019	70.00
244 - Bloomington Ford, INC	17-#486 nut		12/13/2019	9.00





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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
244 - Bloomington Ford, INC	17-#494 relay		12/13/2019	60.00
244 - Bloomington Ford, INC	17-#486 springs and ubolts		12/13/2019	1,344.48
244 - Bloomington Ford, INC	17 - Stock - nozzles for windshield washer		12/13/2019	26.22
244 - Bloomington Ford, INC	17-#402 tail light assy		12/13/2019	237.58
244 - Bloomington Ford, INC	17-core return from Inv. 5067693		12/13/2019	(80.00)
244 - Bloomington Ford, INC	17-#p 136 plugs, boots and gasket		12/13/2019	70.00
244 - Bloomington Ford, INC	17-#p 128 door trim		12/13/2019	55.71
244 - Bloomington Ford, INC	17-#689 wiper splitter and nozzle		12/13/2019	16.13
5481 - Bright Equipment, INC (BobCat of Indy)	17 - #705 primer pump and filter		12/13/2019	41.72
941 - Central Indiana Truck Equipment	17-stock straps		12/13/2019	78.32
941 - Central Indiana Truck Equipment	17-stock brake lights		12/13/2019	108.85
941 - Central Indiana Truck Equipment	17-stock spring		12/13/2019	150.75
4335 - Circle Distributing, INC	17 - #494 Sensor		12/13/2019	50.75
4335 - Circle Distributing, INC	17-core return credit		12/13/2019	(45.00)
4335 - Circle Distributing, INC	17-stock connectors		12/13/2019	40.92
4335 - Circle Distributing, INC	17-stock purge valves		12/13/2019	98.34
4335 - Circle Distributing, INC	17-stock purge valves		12/13/2019	32.78
4335 - Circle Distributing, INC	17-#p136/stock brake pads and rotors		12/13/2019	688.20
4335 - Circle Distributing, INC	17-#p136/stock brake pads and rotors		12/13/2019	46.92
5792 - Clark Truck Equipment Co., INC	17 - #409 Clutch assy		12/13/2019	272.46
51827 - Fire Service, INC	17-#35 pump charger		12/13/2019	994.95
796 - Interstate Battery System of Bloomington,	17-batteries-31-MHD, MT-58, MTP-65HD		12/13/2019	353.28
796 - Interstate Battery System of Bloomington,	17-batteries-MTP-65HD-1		12/13/2019	97.25
11672 - Jack Doheny Companies, INC	17 - credit for returned parts-Inv. C31916		12/13/2019	(756.90)
11672 - Jack Doheny Companies, INC	17 - stock water pump		12/13/2019	771.67
5168 - Jasper Engine Exchange, INC	17-#673 transmission		12/13/2019	2,487.00
4474 - Ken's Westside Service & Towing, LLC	17-towing services-Truck #665-11/15/19		12/13/2019	50.00
4474 - Ken's Westside Service & Towing, LLC	17-towing services-Unit #3-11/18/19		12/13/2019	75.00
394 - Kleindorfer Hardware & Variety	17-stock-safety fuel can		12/13/2019	43.99
394 - Kleindorfer Hardware & Variety	17-shop-pipe, mount bracket		12/13/2019	20.16
5260 - M&K Holding CO. (M&K Quality Truck	17-stock mack filter order		12/13/2019	667.81
5260 - M&K Holding CO. (M&K Quality Truck	17-stock coolant sensors		12/13/2019	207.04
680 - NCH Corporation- Partsmaster	17-push on FTG male branch tee-5		12/13/2019	43.47
4139 - Temco Machinery, INC (Global	17-#396 radiator cap		12/13/2019	52.64
6216 - Terminal Supply, INC	17-drill bits, micro female fuse, slow-blo fuse		12/13/2019	400.11
4606 - Truck Service, INC	17-#446 ubolt assy		12/13/2019	109.96
54917 - Vans Carburetor & Electric, INC (Vans	17 - 839 starter		12/13/2019	161.65
54917 - Vans Carburetor & Electric, INC (Vans	17-stock lights and socket		12/13/2019	91.28
2096 - West Side Tractor Sales CO.	17 - Stock Tractor Hydrau oil and #885 hyd switch		12/13/2019	459.30
2096 - West Side Tractor Sales CO.	17-#4811 fuel pump and seal		12/13/2019	185.16
<b>Account 52320 - Motor Vehicle Repair Totals</b>			45	\$10,243.18
<b>Account 52420 - Other Supplies</b>				
294 - All-Phase Electric Supply, INC	17-shop welder extension cord		12/13/2019	194.68
409 - Black Lumber Co. INC	17-shop supplies-hardware-11/19/19		12/13/2019	8.20
409 - Black Lumber Co. INC	17-shop supplies-drill bits-11/19/19		12/13/2019	6.99
409 - Black Lumber Co. INC	17-shop supplies-diamond blade		12/13/2019	119.99
<b>Account 52420 - Other Supplies Totals</b>			4	\$329.86
<b>Account 52430 - Uniforms and Tools</b>				
4861 - Bradley C Rushton	17-tool check reimbursement - December 2019		12/13/2019	121.96
5383 - Michael Glenn Sciscoe	17 - tool check reimbursement-December 2019		12/13/2019	685.15
1072 - Keith L Sharp	17 - tool check reimbursement-December 2019		12/13/2019	572.56
4878 - James M Smith	17-tool check reimbursement - December 2019		12/13/2019	750.00
<b>Account 52430 - Uniforms and Tools Totals</b>			4	\$2,129.67
<b>Account 53130 - Medical</b>				
231 - Indiana University Health Bloomington, INC	17-Employee (6) hearing tests-8/30/2019		12/13/2019	174.00



# Board of Public Works Claim Register

Invoice Date Range 12/02/19 - 12/13/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account <b>53130 - Medical</b> Totals		1		\$174.00
Account <b>53610 - Building Repairs</b>				
51538 - Economy Termite & Pest Control, INC	19-Service Agreement for Pest Control at Fleet	BC 2019-33	12/13/2019	95.00
Account <b>53610 - Building Repairs</b> Totals		1		\$95.00
Account <b>53620 - Motor Repairs</b>				
3560 - First Financial Bank / Credit Cards	17 - #663 custom muffler repair		12/13/2019	249.99
Account <b>53620 - Motor Repairs</b> Totals		1		\$249.99
Account <b>53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel	17-uniform rental (minus payroll ded)-11/20/2019		12/13/2019	36.51
19171 - Aramark Uniform & Career Apparel	17-mat/towel service-11/20/19		12/13/2019	70.08
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals		2		\$106.59
Account <b>53990 - Other Services and Charges</b>				
3560 - First Financial Bank / Credit Cards	17-title for new vehicles-CBU-2019 Ford		12/13/2019	15.00
3560 - First Financial Bank / Credit Cards	17-title fee new vehicle-Civil City-2019 Chevy		12/13/2019	15.00
Account <b>53990 - Other Services and Charges</b> Totals		2		\$30.00
Account <b>54310 - Improvements Other Than Building</b>				
7135 - Mohawk Resources, LTD	17-tire changer equipment and balancer		12/13/2019	42,240.08
3472 - Lucity, INC	17-Asset Management Web Interface Software Upgrade		12/13/2019	450.00
Account <b>54310 - Improvements Other Than Building</b> Totals		2		\$42,690.08
Program <b>170000 - Main</b> Totals		67		\$90,362.76
Department <b>17 - Fleet Maintenance</b> Totals		67		\$90,362.76
Fund <b>802 - Fleet Maintenance(\$9500)</b> Totals		67		\$90,362.76
Fund <b>804 - Insurance Voluntary Trust</b>				
Department <b>12 - Human Resources</b>				
Program <b>120000 - Main</b>				
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b>				
17785 - The Howard E. Nyhart Company, INC	12-Daily benefits card funding detail-11/27/2019		12/02/2019	65.00
17785 - The Howard E. Nyhart Company, INC	12-Daily benefits card funding detail-11/28/2019		12/02/2019	110.00
17785 - The Howard E. Nyhart Company, INC	12-Daily benefits card funding detail-11/30/2019		12/02/2019	104.92
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical City		12/03/2019	203.36
17785 - The Howard E. Nyhart Company, INC	12-City URM		12/04/2019	76.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		12/05/2019	32.00
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b> Totals		6		\$591.28
Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util</b>				
17785 - The Howard E. Nyhart Company, INC	12-Daily benefits card funding detail-11/27/2019		12/02/2019	25.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		12/05/2019	25.00
Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util</b> Totals		2		\$50.00
Account <b>53990.1283 - Other Services and Charges Health Savings Account</b>				
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions		12/05/2019	18,235.83
Account <b>53990.1283 - Other Services and Charges Health Savings Account</b> Totals		1		\$18,235.83
Program <b>120000 - Main</b> Totals		9		\$18,877.11
Department <b>12 - Human Resources</b> Totals		9		\$18,877.11
Fund <b>804 - Insurance Voluntary Trust</b> Totals		9		\$18,877.11
		331		\$701,663.09



# Board of Public Works Claim Register Bank Fees Sept 19

Invoice Date Range 10/27/19 - 10/27/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>452 - Parking Facilities(S9502)</b>										
Department <b>26 - Parking</b>										
Program <b>260000 - Main</b>										
Account <b>53830 - Bank Charges</b>										
18844 - First Financial Bank, N.A.	452 Oct Bank Fee	26-Bank Fees for October 2019	Paid by EFT # 32052		10/27/2019	10/27/2019	10/27/2019		10/27/2019	2,362.39
							Account <b>53830 - Bank Charges</b> Totals	Invoice Transactions 1		\$2,362.39
							Program <b>260000 - Main</b> Totals	Invoice Transactions 1		\$2,362.39
							Department <b>26 - Parking</b> Totals	Invoice Transactions 1		\$2,362.39
							Fund <b>452 - Parking Facilities(S9502)</b> Totals	Invoice Transactions 1		\$2,362.39
							Grand Totals	Invoice Transactions 1		\$2,362.39



# Board of Public Works Claim Register

Invoice Date Range 11/27/19 - 11/27/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (50101)</b>										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	PWDIVX11192019	02-PW Divisions cell phone charges 10/12-	Paid by Check # 70832		11/27/2019	11/27/2019	11/27/2019		11/27/2019	218.79
					Account 53210 - Telephone Totals			Invoice Transactions 1		<u>\$218.79</u>
					Program 010000 - Main Totals			Invoice Transactions 1		<u>\$218.79</u>
					Department 01 - Animal Shelter Totals			Invoice Transactions 1		<u>\$218.79</u>
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 52420 - Other Supplies										
13969 - AT&T Mobility II, LLC	PWDIVX11192019	02-PW Divisions cell phone charges 10/12-	Paid by Check # 70832		11/27/2019	11/27/2019	11/27/2019		11/27/2019	294.99
					Account 52420 - Other Supplies Totals			Invoice Transactions 1		<u>\$294.99</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	PWDIVX11192019	02-PW Divisions cell phone charges 10/12-	Paid by Check # 70832		11/27/2019	11/27/2019	11/27/2019		11/27/2019	166.76
					Account 53210 - Telephone Totals			Invoice Transactions 1		<u>\$166.76</u>
					Program 190000 - Main Totals			Invoice Transactions 2		<u>\$461.75</u>
					Department 19 - Facilities Maintenance Totals			Invoice Transactions 2		<u>\$461.75</u>
Department 28 - ITS										
Program 280000 - Main										
Account 53210 - Telephone										
1079 - AT&T	812339226111-19	28-phone charges 10/20-11/19/19-#812 339-	Paid by Check # 70827		11/27/2019	11/27/2019	11/27/2019		11/27/2019	5,676.91
					Account 53210 - Telephone Totals			Invoice Transactions 1		<u>\$5,676.91</u>
					Program 280000 - Main Totals			Invoice Transactions 1		<u>\$5,676.91</u>
					Department 28 - ITS Totals			Invoice Transactions 1		<u>\$5,676.91</u>
					Fund 101 - General Fund (50101) Totals			Invoice Transactions 4		<u>\$6,357.45</u>
<b>Fund 401 - Non-Reverting Telecom (51146)</b>										
Department 25 - Telecommunications										
Program 256000 - Services										
Account 53150 - Communications Contract										
4170 - Comcast Cable Communications, INC	401NMRTN-101819	28-401 N Morton-business services-11/1-	Paid by Check # 70835		11/27/2019	11/27/2019	11/27/2019		11/27/2019	149.85
4170 - Comcast Cable Communications, INC	401NMRTN-111819	28-401 N Morton-business services-12/1-	Paid by Check # 70835		11/27/2019	11/27/2019	11/27/2019		11/27/2019	149.85
					Account 53150 - Communications Contract Totals			Invoice Transactions 2		<u>\$299.70</u>
					Program 256000 - Services Totals			Invoice Transactions 2		<u>\$299.70</u>
					Department 25 - Telecommunications Totals			Invoice Transactions 2		<u>\$299.70</u>
					Fund 401 - Non-Reverting Telecom (51146) Totals			Invoice Transactions 2		<u>\$299.70</u>
<b>Fund 450 - Local Road and Street(S0706)</b>										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	TRFSIGNSUM-11/19	02-Traffic Signal Summary electric bill-bill	Paid by Check # 70838		11/27/2019	11/27/2019	11/27/2019		11/27/2019	2,952.48
					Account 53520 - Street Lights / Traffic Signals Totals			Invoice Transactions 1		<u>\$2,952.48</u>
					Program 200000 - Main Totals			Invoice Transactions 1		<u>\$2,952.48</u>
					Department 20 - Street Totals			Invoice Transactions 1		<u>\$2,952.48</u>
					Fund 450 - Local Road and Street(S0706) Totals			Invoice Transactions 1		<u>\$2,952.48</u>
<b>Fund 451 - Motor Vehicle Highway(S0708)</b>										
Department 20 - Street										
Program 200000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	PWDIVX11192019	02-PW Divisions cell phone charges 10/12-	Paid by Check # 70832		11/27/2019	11/27/2019	11/27/2019		11/27/2019	166.76
					Account 53210 - Telephone Totals			Invoice Transactions 1		<u>\$166.76</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	STREET-OCT 2019	19-Street Dept-water/sewer bill-October	Paid by Check # 70834		11/27/2019	11/27/2019	11/27/2019		11/27/2019	185.89
					Account 53530 - Water and Sewer Totals			Invoice Transactions 1		<u>\$185.89</u>
					Program 200000 - Main Totals			Invoice Transactions 2		<u>\$352.65</u>
					Department 20 - Street Totals			Invoice Transactions 2		<u>\$352.65</u>
					Fund 451 - Motor Vehicle Highway(S0708) Totals			Invoice Transactions 2		<u>\$352.65</u>
<b>Fund 452 - Parking Facilities(S9502)</b>										
Department 26 - Parking										
Program 260000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	PWDIVX11192019	02-PW Divisions cell phone charges 10/12-	Paid by Check # 70832		11/27/2019	11/27/2019	11/27/2019		11/27/2019	41.69
					Account 53210 - Telephone Totals			Invoice Transactions 1		<u>\$41.69</u>
					Program 260000 - Main Totals			Invoice Transactions 1		<u>\$41.69</u>
					Department 26 - Parking Totals			Invoice Transactions 1		<u>\$41.69</u>
					Fund 452 - Parking Facilities(S9502) Totals			Invoice Transactions 1		<u>\$41.69</u>
<b>Fund 730 - Solid Waste (56401)</b>										
Department 16 - Sanitation										
Program 160000 - Main										



# Board of Public Works Claim Register

Invoice Date Range 11/27/19 - 11/27/19

Account 53210 - Telephone  
13969 - AT&T Mobility II, LLC

PWDIVX1119201 02-PW Divisions cell  
9 phone charges 10/12- Paid by Check #  
70832

	11/27/2019	11/27/2019	11/27/2019	11/27/2019	479.05
Account 53210 - Telephone Totals				Invoice Transactions 1	\$479.05
Program 160000 - Main Totals				Invoice Transactions 1	\$479.05
Department 16 - Sanitation Totals				Invoice Transactions 1	\$479.05
Fund 730 - Solid Waste (56401) Totals				Invoice Transactions 1	\$479.05

Fund 802 - Fleet Maintenance(59500)  
Department 17 - Fleet Maintenance  
Program 170000 - Main  
Account 53210 - Telephone  
13969 - AT&T Mobility II, LLC

PWDIVX1119201 02-PW Divisions cell  
9 phone charges 10/12- Paid by Check #  
70832

	11/27/2019	11/27/2019	11/27/2019	11/27/2019	41.69
Account 53210 - Telephone Totals				Invoice Transactions 1	\$41.69
Program 170000 - Main Totals				Invoice Transactions 1	\$41.69
Department 17 - Fleet Maintenance Totals				Invoice Transactions 1	\$41.69
Fund 802 - Fleet Maintenance(59500) Totals				Invoice Transactions 1	\$41.69
Grand Totals				Invoice Transactions 12	\$10,524.71

REGISTER OF SIHO CLAIMS

Board: Board Of Public Works

	Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1	10/31/2019	EFT	804	FLEX	11/1/2019	207.99
2	11/1/2019	EFT	804	FLEX	11/4/2019	572.50
3	11/2/2019	EFT	804	FLEX	11/4/2019	103.55
4	11/4/2019	EFT	801	CIGNA	11/5/2019	35,953.22
5	11/4/2019	EFT	804	IACT	11/8/2019	883,251.02
6	11/3/2019	EFT	804	FLEX	11/6/2019	33.55
7	11/4/2019	EFT	804	FLEX	11/6/2019	282.92
8	11/5/2019	EFT	804	FLEX	11/6/2019	215.55
9	11/8/2019	EFT	804	FLEX	11/7/2019	113.81
10	11/5/2019	EFT	804	FLEX-DDC	11/6/2019	2,730.24
11	11/7/2019	EFT	804	FLEX	11/7/2019	174.58
12	11/7/2019	EFT	804	FLEX	11/8/2019	58.74
13	11/7/2019	EFT	804	H.S.A. EE	11/7/2019	18,205.83
14	11/8/2019	EFT	804	FLEX	11/12/2019	239.88
15	11/10/2019	EFT	804	FLEX	11/12/2019	20.00
16	11/12/2019	EFT	804	FLEX	11/12/2019	70.59
17	11/13/2019	EFT	804	FLEX	11/14/2019	1,504.03
18	11/12/2019	EFT	804	FLEX	11/12/2019	180.00
19	11/14/2019	EFT	804	FLEX	11/15/2019	345.44
20	11/15/2019	EFT	804	FLEX	11/18/2019	57.89
21	11/16/2019	EFT	804	FLEX	11/18/2019	151.42
22	11/17/2019	EFT	804	FLEX	11/18/2019	26.35
27	11/19/2019	EFT	804	FLEX	11/19/2019	475.00
28	11/19/2019	EFT	801	GYM/MASSAGE	11/19/2019	4,531.50
29	11/19/2019	EFT	804	FLEX	11/20/2019	215.52
26	11/20/2019	EFT	804	FLEX	11/21/2019	199.13
30	11/21/2019	EFT	804	FLEX	11/22/2019	266.45
25	11/21/2019	EFT	601	H.S.A. EE	11/22/2019	18,240.83
24	11/4/2019	EFT	600	Work Comp	11/14/2019	577.10
23	11/11/2019	EFT	800	Work Comp	11/14/2019	577.10
31	11/15/2019	EFT	800	Work Comp	11/21/2019	3,511.00
32	11/19/2019	EFT	800	Work Comp	11/21/2019	23,810.57
33	11/22/2019	EFT	804	FLEX	11/25/2019	63.60
34	11/23/2019	EFT	804	FLEX	11/25/2019	41.48
35	11/23/2019	EFT	804	FLEX	11/25/2019	89.31
36	11/24/2019	EFT	804	FLEX	11/25/2019	300.76
37	11/25/2019	EFT	804	FLEX	11/26/2019	123.09
38	11/26/2019	EFT	804	FLEX	11/27/2019	57.34
39	11/27/2019	EFT	804	FLEX	11/27/2019	180.00
40	11/18/2019	EFT	800	Work Comp	11/27/2019	577.10
41		EFT	804	FLEX		
42		EFT	804	FLEX		
43		EFT	800	Work Comp		
44		EFT	804	FLEX		
45		EFT	804	FLEX		
46		EFT	804	FLEX		
47		EFT	804	FLEX		
48		EFT	804	FLEX		
49		EFT	804	FLEX		
50		EFT	804	FLEX		
51		EFT	804	FLEX		
52		EFT	804	FLEX		

998,335.98

ALLOWANCE OF CLAIMS

\$ 998,335.98

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 \_\_\_\_\_

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/27/2019	Bank Fees Claims				2,362.39
11/27/2019	Special Utility Claims				10,524.71
11/27/2019	Month Of Nov HSA/WorkComp/MT & Gym/CIGNA Sales Tax For September 2019 Walnut Street Garage-ANN KRISS				998,335.98
					<u>1,008,860.69</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of \_\_\_\_\_ claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 1,008,860.69

**Dated this** 10th **day of** December **year of** 2019.

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Beth H. Hollingsworth, Vice-President

\_\_\_\_\_  
Dana Palazzo, Secretary

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

Fiscal Office \_\_\_\_\_