

Board of Public Works Meeting
March 17, 2020



The City will offer virtual options, including CATS public access television (live and tape-delayed), Facebook Live ([facebook.com/citybloomington](https://www.facebook.com/citybloomington)), Zoom or otherwise.

Public comments and questions will be encouraged via [bloomington.in.gov](https://www.bloomington.in.gov) rather than in person.

AGENDA
BOARD OF PUBLIC WORKS
March 17, 2020

A Regular Meeting of the Board of Public Work to be held Tuesday, March 17, 2020 at 5:30 p.m., in the Council Chambers of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana.

I. MESSAGES FROM BOARD MEMBERS

II. CONSENT AGENDA

1. Approval of Minutes – March 3, 2020
2. Resolution 2020-21: Approve Declaration of Surplus Reference Books from Planning and Transportation
3. Resolution 2020-22: Approve Declaration of Surplus Fleet Vehicles
4. Approval of Payroll

III. NEW BUSINESS

- IV. Approve Change Order #2 with Milestone Contractors, LLC. for 2nd-Bloomfield Multimodal Safety Project
- V. Approve Change Order #1 with Conexco, Inc. for the Winslow-Henderson Path Project
- VI. Approve Contract with James H. Drew Corp., for Construction of 2020 Guardrail Replacement Project

IV. STAFF REPORTS & OTHER BUSINESS

V. APPROVAL OF CLAIMS

VI. ADJOURNMENT

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

The Board of Public Works meeting was held on Tuesday, March 3, 2020, at 5:30 pm in the Council Chambers at City Hall, 401 N. Morton St., 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
Michael Large – Public Works
April Rosenberger – Public Works
Paula McDevitt – Parks and Recreation
Jacquelyn Moore – City Legal
Sean Starowitz – Economic and Sustainable Dev.
Craig Shonkwiler – Planning and Transportation
Beth Rosenbarger – Planning and Transportation
Sara Gomez – Planning and Transportation
Russell White – Planning and Transportation

None

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

CONSENT AGENDA

1. **Approval of Minutes – February 18, 2020**
2. **Approve Renewal with Airmarking Company to 2019 Pavement Marking Contract**
3. **Approve Renewal with Cargill Deicing Technology for 2018 Agreement for Enhanced Road Salt**
4. **Approve Renewal with Irving Materials to 2018 Agreement for Concrete Materials**
5. **Approve Outdoor Lighting Service Agreement with Duke Energy**
6. **Resolution 2020-09: Approve Use of Public Right-of-Way for 2020 Pridefest (Saturday, August 29th)**
7. **Approval of Payroll**

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

Adam Wason, Public Works, presented Resolution 2020-15: Approve Mobile Vendor in the Public Right-of-Way (Big D's BBQ). See meeting packet for details.

Hollingsworth made a motion to Approve Resolution 2020-15: Approve Mobile Vendor in the Public Right-of-Way (Big D's BBQ). Palazzo seconded. Motion is passed.

Paula McDevitt, Parks and Recreation, presented Approve Partnership Agreement with Buskirk Chumley Theatre Management. See meeting packet for details.

Palazzo made a motion to Approve Partnership Agreement with Buskirk Chumley Theatre Management. Hollingsworth seconded. Motion is passed.

Sean Starowitz, Economic and Sustainable Development, and McDevitt presented Approve Temporary Closure of Lower Cascades Road. See meeting packet for details.

Board Comments: Hollingsworth asked how the Parks Department will conduct the surveys. McDevitt explained there will be a lot of signage and the signage will have QR codes. That code will then take them to the survey. Residents can also call the Parks and Recreation office. Palazzo asked if there will be parking on both the north and south side of the park; McDevitt confirmed. There will be signage to let residents know of the extra parking spaces. Hollingsworth asked how residents will access the park through Miller Showers Park. McDevitt explained you can get access by taking N. College Ave. and parallel parking under the overpass on Old State Road 37. Cox Deckard asked if Planning and Transportation will be conducting a study to understand the impact in traffic. Beth Rosenbarger, Planning and Transportation, explained there is not a current count to go off of to compare to, but they are tracking some metrics to evaluate it. Cox Deckard asked if there is plan to do a pre-count of vehicle traffic; Rosenbarger confirmed. She explained during 2018 there was over 800 vehicles in two days in the month of May that would use

NEW BUSINESS

**Resolution 2020-15:
Approve Mobile Vendor in
the Public Right-of-Way
(Big D's BBQ)**

**Approve Partnership
Agreement with Buskirk
Chumley Theatre
Management**

**Approve Temporary
Closure of Lower Cascades
Road (Friday, March 13th-
Wednesday, September
30th)**

Lower Cascades Road. Over 85 percent of the drivers were driving over 30 MPH. Cox Deckard asked if there would be any transit changes due to the road closure. Cox Deckard also asked if there are any future road work plans for N. Walnut St. Rosenbarger answered there are no current routes that go through Cascades Park. If this closure is successful, Rosenbarger added it could be evaluated in the future. Rosenbarger answered in terms of N. Walnut St. there are striped sidewalks and bike paths but agrees infrastructure could be improved, but it would depend on funding. Hollingsworth asked if there any school buses that go through Cascades Road; Rosenbarger said there are not. Palazzo wanted more information on the data of vehicular traffic. Rosenbarger elaborated on the counts in traffic and the percentage of residents speeding. Palazzo asked how they came to the conclusion to close the entire road. McDevitt said there were 212 responses to the survey and the responses were split 50/50. It was a safety issue that made them come to the conclusion to close the road entirely. Cox Deckard asked if the survey conveyed who commuted by bike and by vehicle. McDevitt said based on the survey, 126 said they commute by bike and 146 commute by vehicle. Palazzo asked how they came to the conclusion to close during the mentioned months. McDevitt said they wouldn't be able to get a good indication of the road closure outcome during the winter months, so they based it on warmer months when residents would really start to use that park.

Public Comment: Greg Alexander came to the Board to voice his support for this closure. He bikes quite frequently at this park and notices cars speeding. Being a parent he is terrified of cars speeding by. He said there aren't any other alternatives to bike safely with his kids in that area and would like to see the closure permanently.

Public Comment: Mark Stosberg, who serves on the Bicycle and Pedestrian Safety Commission, came to the Board to voice his support for this closure. He also is a parent who finds it quite stressful to bike with his kids in the park. He feels this will be a great asset that will make for a safe and enjoyable experience.

Public Comment: Janet Nichols came to the Board to voice her opinion on not being supportive of this closure. She has enjoyed this park for 65 years. It is an alternate route for those residents who live in the northeast part of the county. If for some reason Walnut St. were to be closed, they should have the option to use that route.

Public Comment: Sue Sgambelluri, from the Bloomington City Council, came to the Board to voice her support of this closure.

She wanted to thank the Board and the Parks Department for their support and communication of the closure. Most of the feedback she has heard from residents nearby the park has been positive. On Saturday, March 7th from 1:30 p.m. to 2:30 p.m., Sgambelluri is holding a constituent meeting at City Hall to talk more about this closure and invites residents to come to voice their opinions and concerns.

Public Comment: Ian Yarbrough, who also serves on the Bicycle and Pedestrian Committee, came to voice his support on the road closure. He also stated he notices the cars speeding through the park while enjoying time with his daughter. He said he is excited for this closure.

Board Comment: Palazzo wanted clarification on one of the issues that was mentioned from public comment on emergency vehicle situations and access. McDevitt said they have spoken to both City Central Dispatch and the Bloomington Police Department and they are all aware of the pilot closure. Hollingsworth asked if they are aware of alternative routes. McDevitt said they all have alternative routes and will be aware. Cox Deckard asked if the emergency response teams will be able to contribute to the study and how this will impact their response time. McDevitt said the emergency services, school corporations, IMI and the County Highway Department are all aware and will communicate any issues they have with this closure. McDevitt did want to mention there is a turnaround section identified on the south end to allow drivers who are parallel parked to get turned around. There are also preliminary plans the Parks Department has to build a side path connection from Miller Showers Park down into Cascades Park. They are just waiting for funding to help make those connections. Hollingsworth asked McDevitt if she can keep the Board posted on those side paths. Palazzo asked if residents will have enough notice of signage to let them know that access through Cascades Park will be closed; Wason confirmed. McDevitt also stated there will be signage at the golf course to inform those residents. Hollingsworth asked if the closure will have concrete barriers. Wason confirmed there will be proper closure barriers. Palazzo asked what most of the comments were prior to this meeting. McDevitt said she's gotten 4 emails that were in support of this closure. She also received a phone call from a gentleman who was confused on the closure; McDevitt explained to him in further detail. She is encouraging people to call and let them know one way or another. Cox Deckard asked when the next time this roadway will be in front of the Board. Wason said if this road will become a permanent closure that will be a larger discussion that would go in front of the City Council. Cox Deckard asked if the

plan is to reopen the road in September. Wason said that is to be determined. As the summer progresses, we will learn through data what the plan will be. Again, that decision will ultimately go to the City Council. Cox Deckard asked what the residents should do if they have questions or concerns about the road closure. Wason stated residents could call Public Works at 812-349-3410 and the Parks Department at 812-349-3700. Cox Deckard mentioned that she is intrigued by the public comments and concerns and what we can learn by this study. Hollingsworth could understand the safety issue the parents have when trying to enjoy the park.

Hollingsworth made a motion to Approve Temporary Closure of Lower Cascades Road. Palazzo Seconded. Motion is passed.

Sara Gomez, Planning and Transportation, presented Approve Acceptance of Public Improvements with Trades District. See meeting packet for details.

Approve Acceptance of Public Improvements with Trades District

Palazzo made a motion to Approve Acceptance of Public Improvements with Trades District. Hollingsworth seconded. Motion is passed.

Russel White, Planning and Transportation, presented Award Contract to Monroe LLC. for Right-of-Way Clearing for S. Sare Rd. Multiuse Path. See meeting packet for details.

Award Contract to Monroe LLC. for Right-of-Way Clearing for S. Sare Rd. Multiuse Path

Board Comments: Hollingsworth asked White why he thinks there is a big discrepancy in the total cost. Craig Shonkwiler, Planning and Transportation, stated the low bidder had some concerns with lack of clarity with the bidding documents. We are only limited to allowing an overage of 20 percent, per state code. Staff is recommending Monroe LLC be awarded the contract and will likely come back to the Board for a change order. This project needs to be completed by March 31st. Any remaining work that needs to be done will be finished by the Public Works Department. Hollingsworth asked how many trees need cleared. Shonkwiler said there are 20 to 25 trees with underbrush. Palazzo asked if there was a reason we wouldn't go with the highest bidder, seeing as how we would pay the difference with Public Works jumping in to help clear trees. Shonkwiler explained the total price we'll pay Monroe LLC is still below the second bidder. Wason added that the work performed by Public Works crews would be very minimal. Hollingsworth asked if we have worked with Monroe LLC before. Wason stated that we had and addressed the previous concerns but are comfortable awarding the contract to Monroe

LLC. Hollingsworth asked if the work will start right away. Shonkwiler said by early next week work will start.

Hollingsworth made a motion to Award Contract to Monroe LLC. for Right-of-Way Clearing for S. Sare Rd. Multiuse Path. Palazzo seconded. Motion is passed.

Gomez presented Approve Request from AECOM for Sidewalk Closure Along N. Monroe Street. See meeting packet for details.

Board Comments: Palazzo asked about the closure time. Gomez stated it will be a 24 hour close from the mentioned dates.

Public Comments: Greg Alexander came to the Board to state he is excited about the temporary crosswalk, but the crosswalk is at the wrong place. He stated the temporary crosswalk is at 12th Street. He believes there should be a proper walk around so students could have a safer route to walk to school.

Board Comments: Cox Deckard asked if there was an indicator to cross that would keep people from going in one direction. Wason stated there is a path that heads over on Orris Dr. and Blair Ave. that would be a viable option. Cox Deckard needed clarification on the location of the path. Wason stated this is only a couple week closure and they will work closely with the contractor.

Hollingsworth made a motion to Approve Request from AECOM for Sidewalk Closure Along N. Monroe Street. Palazzo seconded. Motion is passed.

Gomez presented Approve Encroachment Agreement with August Mack Environmental for Monitoring Wells and Gas Ports. See meeting packet for details.

Palazzo made a motion to Approve Encroachment Agreement with August Mack Environmental for Monitoring Wells and Gas Ports. Hollingsworth seconded. Motion is passed.

Approve Request from AECOM for Sidewalk Closure Along N. Monroe Street (Monday, March 23rd-Friday, April 10th)

Approve Encroachment Agreement with August Mack Environmental for Monitoring Wells and Gas Ports

Gomez presented Approve Request from Gilliatte General Contractors, Inc., for Sidewalk and Lane Closure on N. Morton St from W. 6th St. to W. 7th St. See meeting packet for details.

Board Comments: Hollingsworth asked if this will be during Spring Break; Gomez confirmed. Palazzo asked if they will have to pay the parking meters at the new rate; Gomez confirmed.

Palazzo made a motion to Approve Request from Gilliatte General Contractors, Inc., for Sidewalk and Lane Closure on N. Morton St from W. 6th St. to W. 7th St. Hollingsworth seconded. Motion is passed.

Wason presented Approve Temporary Street Closure from IU on N. Walnut Grove St. and N. Forrest Ave. See meeting packet for details.

Board Comments: Jason Banach, IU University, came to the Board to answer any questions. He stated 11th St. isn't going to be closed; that was depicted in the meeting packet, it will actually be Forrest Ave. on the westside and Walnut Grove St on the eastside. Hollingsworth asked if this will be a new building. Bob Richardson, Senior Architect from IU, came to the Board to talk in detail about the new building. Cox Deckard asked if there will be any closures on 10th St. this summer. Wason stated there will be some street paving. The MOT would not call out 11th St. for any detours. The official detours would be 17th St. and 3rd St. Banach stated they may come back to the Board for a small extension.

Hollingsworth made a motion to Approve Temporary Street Closure from IU on N. Walnut Grove St. and N. Forrest Ave. Palazzo seconded. Motion is passed.

Adam Wason, Public Works, presented Approve Request for City Sanitation Rate Increase. See meeting packet for details.

Board Comments: Hollingsworth asked about recycling of glass. Wason said it is still collected and processed. Cox Deckard asked if this increase is the top of the fee range; Wason confirmed. He went on to discuss the lack of information they weren't able to get from the original sanitation software program that went into place from 2017. The new contract we have in place with Routeware will hopefully give them the data they need by early April.

Approve Request from Gilliatte General Contractors, Inc., for Sidewalk and Lane Closure on N. Morton St from W. 6th St. to W. 7th St. (Monday, March 16th- Friday, March 20th)

Approve Temporary Street Closure from IU on N. Walnut Grove St. and N. Forrest Ave. (Thursday, March 5th- Monday, August 31st 2021)

Approve Request for City Sanitation Rate Increase

Hollingsworth made a motion to Approve Request for City Sanitation Rate Increase. Palazzo seconded. Motion is passed.

Wason wanted to announce the new Office Manager, April Rosenberger, to Public Works. In addition, Wason stated asphalt plans will be opening in early April. Big projects are coming up this summer. Though there are often inconveniences in traffic patterns, it is a necessity to keep investing in the infrastructure. There are big projects this summer Public Works is excited about. Some of the big projects are repaving 2nd St. from Patterson Dr. to I-69 that is a part of the Community Crossings grant program through INDOT. They will be working on Arlington Rd. from the roundabout up to Prow Rd., with a full repaving project also through the INDOT grant program. There will be pavement maintenance and crosswalk rehabilitation on Kirkwood Ave. INDOT will be out on E. 3rd St. for a full repaving project. These will have impacts on traveling but are necessary investments. Beyond construction there are plenty of animals needing homes at the animal shelter. Wason stated he will provide regular updates for residents.

**STAFF REPORTS &
OTHER BUSINESS**

Palazzo made a motion to approve claims in the amount of \$626,320.42. Hollingsworth seconded. Claims are approved.

APPROVAL OF CLAIMS

Cox Deckard called for adjournment. Meeting adjourned at 6:59 P.M.

ADJOURNMENT

Accepted By:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Request to Designate Planning and Transportation Reference Books as Surplus Property and Allow Them to be Donated to an Artist

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Jackie Moore

Date: 3/17/2020

Report: The Planning and Transportation Department (dept.) has a moderate quantity of old books that are no longer needed and would like to have them declared surplus. The books are being discarded because the references or guidelines within them are no longer accurate and updated references or guidelines can be found on-line. The monetary value of all the books combined is well under \$5,000. About half the books are hardback and the dept. would like to donate them to an Indiana artist named Samuel Levi Jones, who uses hardback books for his works of art. The other portion of the books would be surplus for disposal.

Recommend **Approval** **Denial** by: *Jackie Moore*

Recommendation and Supporting Justification: Recommend declaring the books surplus and allowing them to be donated to an artist who will use them in his art.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2020-21**

**TO DONATE SURPLUS PROPERTY
FROM THE CITY OF BLOOMINGTON
PLANNING AND TRANSPORTATION DEPARTMENT**

WHEREAS, the City of Bloomington Planning and Transportation Department is in possession of a large quantity of hardback and softback books which the Department no longer needs; and

WHEREAS, these books are outdated and are no longer useful to the Department staff in performing their work on behalf of the City; and

WHEREAS, an Indiana artist known as Samuel Levi Jones wishes to take possession of the hardback books for use in his art; and

WHEREAS, the hardback books are identified on Attachment A, which is attached hereto and incorporated herein by reference; and

WHEREAS, the softback books will be donated if possible or will be recycled; and

WHEREAS, pursuant to Indiana Code Sections 5-22-22-6 and 5-22-22-8, the City of Bloomington Board of Public Works may consider these books to be surplus property and worthless as there is more than one item, with a total value of less than \$5,000, and

WHEREAS, any value of the books is less than the estimated cost of their transportation and sale.

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

1. The hardback books identified on Attachment A and the softback books described above are hereby declared to be both surplus and worthless personal property, as the cost of transporting and conducting a private sale of the books exceeds their value.
2. The Board of Public Works hereby grants the City of Bloomington Planning and Transportation Department permission to dispose of the hardback books by donating the same to Indiana artist Samuel Levi Jones.
3. The City of Bloomington Board of Public Works and the Planning and Transportation Department make no representation or warranty regarding the quality of this surplus and worthless property, which is being transferred on an "as-is" basis. By his acceptance of these reference books, Samuel Levi Jones agrees that he shall waive any and all claims against the City of Bloomington, its officers, employees and agents, for any personal injury or property damage that may arise from the use of the donated surplus and worthless property.

4. The Board of Public Works further grants the Planning and Transportation Department permission to dispose of the softback books by donating them to a willing recipient or by recycling them.

PASSED AND ADOPTED by the City of Bloomington Board of Public Works this _____ day of _____, 2020.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Attest: _____
Terri Porter, Director
Planning and Transportation Department

Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary

ACCEPTED AND APPROVED by Sam _____ this _____ day of _____, 2018.

Samuel Levi Jones

TRIP GENERATION

8th Edition • Volume 2 of 3



**The Practice of
Local Government Planning**

Third Edition

**TRAFFIC
ENGINEERING
HANDBOOK**

TRIP GENERATION MANUAL

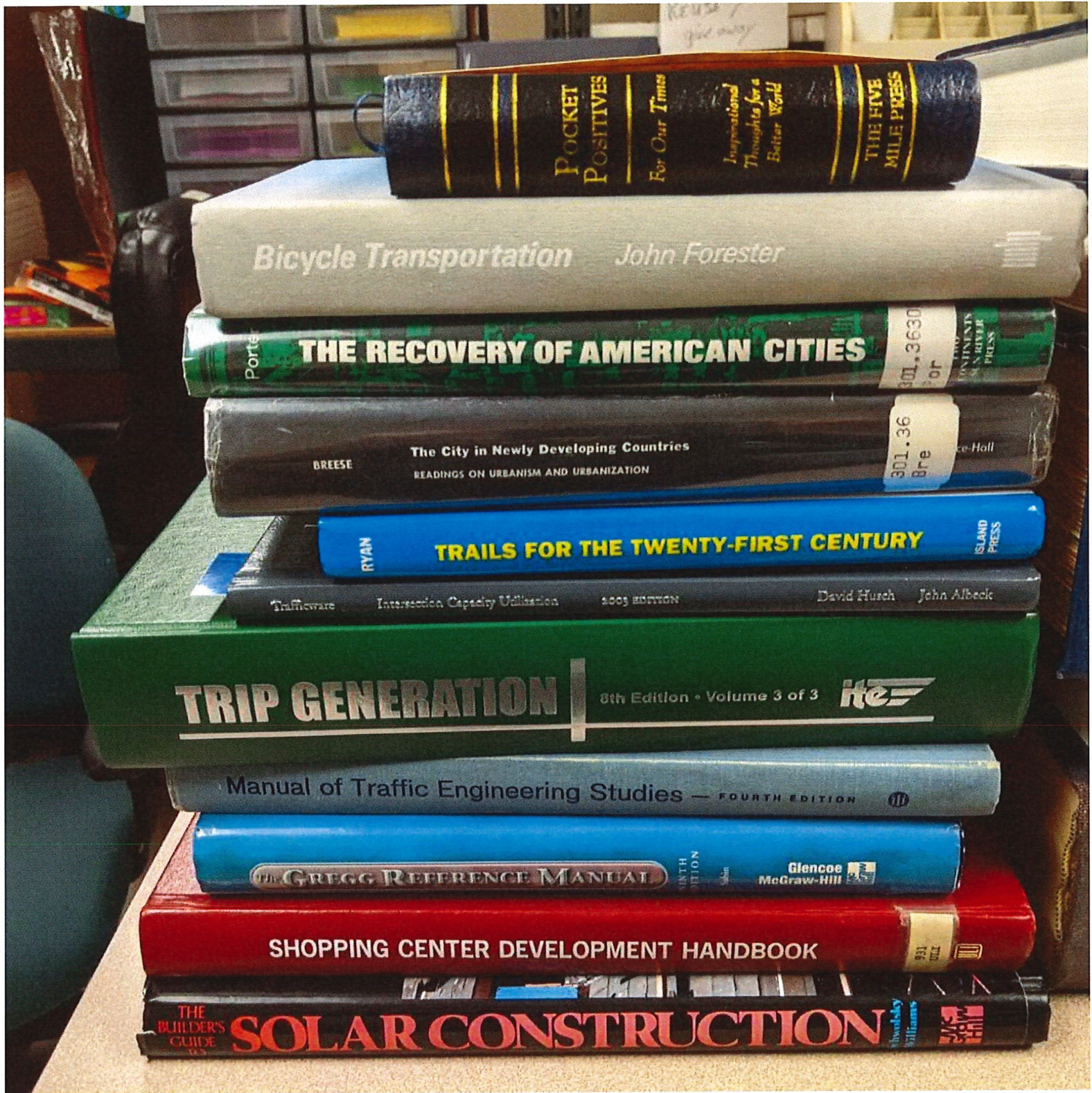
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TRIP GENERATION MANUAL

9th Edition • Volume 3: Data





TRIP GENERATION

6th Edition • Volume 2 of 3



TRIP GENERATION

6th Edition • Volume 1 of 3



BLOOMINGTON
MUNICIPAL
CODE

BOOK PUBLISHING
COMPANY

Intelligent Transportation Primer



THE OXFORD
UNIVERSITY
DICTIONARY



OXFORD

Transportation Expressions

1990 NPTS TRAVEL MODE SPECIAL REPORTS

1990 NPTS SPECIAL REPORTS ON TRIP AND VEHICLE

1990 NPTS DEMOGRAPHIC SPECIAL REPORTS

Protecting Building Uti

WEBSTER'S II

New Riverside University Dictionary



TRAFFIC
ENGINEERING
HANDBOOK

TRANSPORTATION
PLANNING
HANDBOOK

TRIP
GENERATION





Board of Public Works Staff Report

Project/Event: Declaration of Surplus Fleet Vehicles and Equipment
Petitioner/Representative: Jason Speer, Director, Fleet Maintenance Division
Staff Representative: Jason Speer
Date: March 17, 2020

Report:

The Fleet Maintenance Division purchases and provides vehicles to various City departments so that they can provide a wide range of vital municipal government services to the residents of Bloomington. These vehicles and equipment used to maintain them all have limited service lives determined by their type and operational duties. As vehicles and equipment reach the end of their lifecycle they are reclaimed by the Fleet Maintenance Division and replaced. The Fleet Maintenance Division has accumulated a number of vehicles that have been placed out of service and some equipment used to maintain those vehicles which has reached the end of its usefulness and wishes to dispose of them as surplus property via the utilization of govdeals.com, an online auctioning service. This service is currently being used by a number of organizations, such as the State of Indiana, City of Indianapolis and Indiana University. This service provides a convenient way to dispose of aging vehicles and equipment, while also maximizing their resale value to a government agency. All revenue received from the online auction will be placed directly in the City of Bloomington's Vehicle Replacement Fund for future capital vehicle purchasing needs.

Staff is requesting that the Board of Public Works declare the vehicles and equipment in Attachment A as surplus so that they can be sold on govdeals.com.

Recommendation and Supporting Justification:

Recommend **Approval** **Denial by:** *Jason Speer*

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2020-22**

DISPOSAL OF SURPLUS PROPERTY

WHEREAS, in accordance with Indiana Code §36-9-6-3, the City of Bloomington Board of Public Works has custody of all real and personal property of the City of Bloomington; and

WHEREAS, it is in the public interest for the City to periodically sell or dispose of certain property which has become obsolete, has low value or is in disrepair; and

WHEREAS, in accordance with Bloomington Municipal Code § 2.11.030, the Fleet Maintenance Department is responsible for the orderly maintenance and disposal of all vehicles owned by the City, its departments, agencies, boards, commissions and councils; and

WHEREAS, the Fleet Maintenance Manager has determined that a large number of City vehicles and some equipment used to maintain those vehicles are no longer needed and are unfit for the purpose for which they were intended and are therefore considered surplus property; and

WHEREAS, the City of Bloomington's Board of Public Works wishes to dispose of this surplus property by offering this property for sale to the general public in an open, transparent, and cost-effective manner; and

WHEREAS, the City of Bloomington's Board of Public Works is empowered to declare these vehicles and equipment to be surplus property and to authorize their disposal.

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

1. The foregoing recitals are hereby incorporated herein as fully set forth.
2. Pursuant to IC 5-22-22, §§ 3 and 4.5, the property set forth in Attachment A shall be declared to be surplus for purposes of disposal.
3. The City is hereby authorized to participate in another of GovDeals, Inc.'s internet-based auctions, as first authorized by the Board of Public Works in Resolution 2020-10.
4. The internet-based auction will be conducted in accordance with the standard procedures of GovDeals, Inc., and the number of days for bidding on the vehicles and equipment identified in Attachment A shall be a minimum of fifteen (15) calendar days.

5. Upon completion of auction and sale of any vehicle or piece of equipment identified in Attachment A shall be removed from the City of Bloomington fixed asset inventory.

ADOPTED THIS 17th DAY OF March, 2020.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary

ATTEST:

Adam Wason, Director
Public Works Department

Notice is hereby given in accordance with IC 5-22-22 that the City of Bloomington will sell at public auction the following surplus property and equipment:

Year	Description	Vin	Value
1997	GMC Top kick single axle	1GDM7H1J4VJ520167	\$7,500
2000	GMC Top kick single axle	1GDP7H1C0YJ512313	\$7,500
2001	Jerry James utility trailer	4BXUE16261S023465	\$1,500
2004	Sterling Tandem dump truck	2FZHATAK64AM33384	\$9,500.00
2001	Freightliner single axle dump	1FVABUAK11HJ94342	\$7,500.00
2001	Freightliner single axle dump	1FVABUAK31HJ94343	\$7,500.00
1990	Ford Utilimaster TV truck	1FDKE37H6LHB84188	\$5,500.00
2003	Peterbuilt Sanitation truck(parts only)	INPZLOOX73D714385	\$2,000.00
2000	Peterbuilt Sanitation truck	1NPZL00X0YD711951	\$6,500.00
2004	Peterbuilt Sanitation truck	1NPZLT0X54D715554	\$6,500.00
1997	Chevy Blazer	1GNCT18WXVK226679	\$850.00
2000	JERRY JAMES TRA	4BXUN1218YS016458	\$1,000.00
2000	10' Snow plow		\$1,000.00
1999	9' Snow plow		\$800.00
2000	7'6" Snow plow		\$1,000.00
2000	7'6" Snow plow		\$1,000.00
2000	7'6" Snow plow		\$1,000.00
	3' Backhoe bucket		\$500.00
	30" Backhoe bucket		\$500.00
	3' Backhoe bucket		\$500.00
2000	10' Snow plow		\$1,000.00
2003	Salt box insert spreader box		\$3,000.00
2004	Salt box insert spreader box		\$3,000.00
2004	Salt box insert spreader box		\$3,000.00
2003	Salt box insert spreader box		\$3,000.00
	Salt box gates		\$1,000.00
	Coats Tire changer	506DAX	\$500.00
	Coats Tire changer	506DAX	\$500.00
	Coats Heavy Duty Tire Changer	M1.2	\$1,500.00
	Coats Wheel balancer	1025	\$500.00
	Diesel Pressure washer		\$250.00
2004	American LaFrance Fire Engine	4Z3AAACK84RM2347	\$2000.00
2004	American LaFrance Fire Engine	4Z3AAACKX4RM23548	\$8000.00

This public auction of surplus property will be sold on the website www.govdeals.com beginning Monday, March 30, 2020. Purchasing guidelines can be found on the website on or after that date. To request inspection of the listed items please contact the Fleet Maintenance Division at (812) 349-3494 to arrange a time to inspect the vehicles, Monday through Thursday between 8am to 2pm.

All items sold As Is Where Is

Please Run Once

Run Dates: Wednesday, March 18th until Thursday, March 27th, 2020

Please Invoice: City of Bloomington, Fleet Maintenance Division
P.O. Box 100, Bloomington, IN 47402

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
3/13/2020	Payroll				438,698.11
					<u>438,698.11</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 \$ 438,698.11

Dated this 17th day of March year of 2020.

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: Approve Change Order #2 for the 2nd-Bloomfield Multimodal Safety Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Matt Smethurst

Meeting Date: March 17, 2020

Change Order #2 consist of relocating or realigning detection cameras on the traffic signals at the intersections of 2nd Street/Patterson Drive and 2nd Street/Landmark Avenue.

The original contract amount for the project was \$1,553,770.00. Change Order #2 would result in an increase to the contract of \$2,647.20. The new contract sum including Change Order #2 would be \$1,536,417.20.

This project is TIF funded.

Staff has reviewed the proposed change order and recommends approval of Change Order #2 for the 2nd-Bloomfield Multimodal Safety Project.

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

Contract No:R -39976

Change Order No.: 002

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

Page: 1

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -39976

AE:Area Engineer

Letting Date:01/16/2019

PE/S:Greasor, Roger A

Status:Draft

Change Order Information

Date Generated: 02/05/2020

Change Order No.: 002

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: ERRORS & OMISSIONS, Design/Plan Related

Description: Video Vehicle Detection System, Relocation

Original Contract Amount \$ 1,533,770.00

Current Change Order Amount \$ 2,647.20

Percent: 0.173 %

Total Previous Approved Changes \$ 0.00

Percent: 0.000 %

Total Change To-Date \$ 2,647.20

Percent: 0.173 %

Modified Contract Amount \$ 1,536,417.20

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

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

Previous Time Approved

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

SS Days _____ SP Days Value \$ _____

Revised Contract Time

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

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

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

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

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

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

Date to PM _____ Date Returned _____

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

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No:R -39976

INDIANA

Date:03/05/2020

Change Order No:002

Department of Transportation

Page: 3

Contract: R -39976
 Project: 1601851 - State:160185100LC5
 Change Order Nbr: 002
 Change Order Description: Video Vehicle Detection System, Relocation
 Reason Code: ERRORS & OMISSIONS, Design/Plan Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0140	1601851	0140	805-04782	EACH	2,647.200	1.000	C	Amount:\$ 2,647.20

Item Description: VIDEO VEHICLE DETECTOR SYSTEM

Supplemental Description1: , RELOCATION

Supplemental Description2:

Total Value for Change Order 002 = \$ 2,647.20

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

General or Standard Change Order Explanation

Due to issues with traffic flow and operation of traffic system the City of Bloomington requested the Designer to review and make corrections so that a working traffic system was obtained. Designer reviewed the situation and the COB requests and agreed to the relocation of several cameras to provide better coverage and eliminate the issues being experienced. This includes reprogramming of the relocated camera detection fields and installing new timings at each controller. Based on the submitted equipment costs by the Subcontractor and those obtained from Equipment Watch the unit costs for the equipment are acceptable and reasonable. This change order will create the line item #140/140 Video Vehicle Detection System, Relocation 1 Each for a unit cost of \$2647.20. Additional signal cable if required will be paid under the existing contract line item for the type of cabling used. This change order includes all the Labor, Equipment, Materials, Traffic Controls required to relocate, reprogram, and place into operation the existing cameras at Patterson and at Landmark. A Contract Time Adjustment is Not Required for this Change Order.

Change Order Explanation for Specific Line Item

 It is the intent of the parties that this change order is full and complete compensation for the work describe above.
 Notification and consent to this change order is hereby acknowledged.

Contractor: Milestone Contractors

Signed By: 

Date: 3-5-2020

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

Contract No:R -39976
Change Order No:002

INDIANA
Department of Transportation

Date:03/05/2020
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

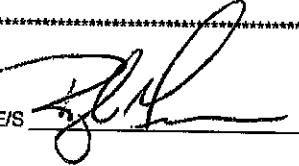
(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S



APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level

Name of Approver

Date

Status



February 6, 2020

Mr. Joshua Burris
Project Manager
Milestone Contractors, L.P.
4755 W. Arlington Road
Bloomington, IN 47404

Re: R-39975, Change Order #2, Work Order #2

Mr. Burris,

Per verbal direction first issued on November 8, 2019 and again on December 5, 2019 Milestone is directed to perform all work as described below:

- **Scope of Work:** Corrective action required to provide a working Traffic Signal System at Patterson & Landmark Intersections with 2nd Street/Bloomfield Road
- **Affected Existing Items:** Possible increase to signal Cable items..
- **Total Monetary Adjustment:** Estimated \$2647.20
- **Total Contract Time Adjustment:** No Adjustment to Contract Time is Required
- **Date Work Expected to Begin:** As Soon As Possible.

Change Order #2 will be forthcoming to modify Contract R-39976 in accordance with the above. If you have any questions regarding this Work Order, please do not hesitate to contact this office.

Roger A. Greasor
Senior Resident Project Representative
HWC Engineering

Cc: Rachel Wren, Area Engineer
Zachary Hicks, INDOT Project Manager
Matt Smethurst, City of Bloomington, Project Manager
Project File

CHANGE ORDER REQUEST FORM

CONTRACT NO. **R-39976-A**

DATE OF SUBMISSION **February 5, 2020**

PROJECT DESCRIPTION <i>(route / intersection / bridge no(s).)</i>	2nd Street Bike and Pedestrian Trail
CHANGE ORDER REQUEST SUMMARY DESCRIPTION	Video Detection Camera Relocation
PROPOSED SOLUTION SUMMARY	Relocate Video Detection Per COB Request

NOTE: Upon request from Engineer, enter detailed description on page 2.

ONSET DATE OF CHANGE	February 5, 2020	CHANGE ORDER TYPE	104.03 Extra Work
----------------------	------------------	-------------------	-------------------

PROPOSED COST AND TIME ADJUSTMENT

COST COST INCREASE / (DECREASE): \$ **2,647.20**

The cost adjustment shall include lump sum and/or estimated totaled unit-priced item costs. Attach a separate sheet of unit price items including item description, unit of measurement, estimated quantity and unit price.

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF COST CHANGE:

- 109.03 Altered Quantities
 109.05(a) Agreed Price
 109.05(b) Force Account
 109.05.02 Delay Costs

PROPOSED COST CHANGE INCLUDES: Labor Material Equipment Lease Agreement Subcontractor

TIME ADJUSTMENT INCREASE / (DECREASE): (work days) **0**

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF TIME CHANGE:

- 108.08(a) Excusable, Non-Compensable
 108.08(b) Excusable, Compensable

NOTE: If Compensable, attach details based on 109.05.2(a) Allowable Delay Costs.

SUPPLEMENTAL INFORMATION

Additional information.

CHANGE ORDER ORIGINATION:	<input type="checkbox"/> INDOT / LPA <input checked="" type="checkbox"/> Contractor
DOCUMENTS AFFECTED:	
<input type="checkbox"/> Contract Specifications (ref. doc name/no.)	Click here to enter text.
<input type="checkbox"/> Contract Plans (ref. doc name/no.)	Click here to enter text.
CHANGE ORDER AFFECTS DBE PARTICIPATION:	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no (if yes, attach details)

CHANGE ORDER REQUEST FORM

CONTRACT NO.

R-39976-A

UPON WRITTEN REQUEST FROM THE ENGINEER, PROVIDE ADDITIONAL DETAIL

DATE RECEIVED REQUEST FOR ADDITIONAL DETAIL	February 5, 2020	SUBMITTAL DATE OF ADDITIONAL DETAIL	February 5, 2020
---	------------------	-------------------------------------	------------------

DETAILED DESCRIPTION / JUSTIFICATION:

(Include location(s), actions of contractor, owner, and other stakeholders, key events and related cause(s), discoveries, discussions, meetings, and effect on the contract if no action is taken. Also include references to key documents attached or available to support this change order request.)

City of Bloomington requests changes made to the current configuration of the vehicle detection system as they are not working effectively. Additional details from the designer are attached to this document.

PROPOSED SOLUTION – ADDITIONAL DETAILS:

(Include proposed scope of work, means & methods, materials, equipment, utility relocation required, subcontracted scope and the effect on the contract schedule. Also include references to attached documents including, but not limited to, sketches, calculations, photos, material information, and submittals and meeting minutes.)

Relocate video detection cameras per COB's request, adhering to the designer's recommendation. Additional details are attached to this document.

SIGNATURE

Contractor:

Name: (print)

Josh Burris

(signature)



Date:

2-5-2020

NOTE: The Contractor should retain a signed copy of this document for record.

CHANGE ORDER REQUEST FORM

CONTRACT NO.

R-38502-A

ATTACHMENT: UNIT PRICE ITEMS DETAIL

Attach or paste a unit price item detail.



Milestone Contractors, L.P.

Extra Work Pricing Summary

Project No: R-39976
Date Requested: 2/5/2020 **Date Submitted:** 2/5/2020
Description of Work: Relocate Video Detection Cameras
Reason for Extra Work: Request by City of Bloomington.
Has Work Already Been Completed? No **When:** NA THROUGH NA

MCLP Project No.		195007		Cost Activity Code:			
Item:	Quantity:	1	Units	LS			
Labor:	Cost =	\$0.00	Markup %	20%	\$ -	Total	\$ -
Equipment:	Cost =	\$0.00	Markup %	12%	\$ -	Total	\$ -
Material & Supplies:	Cost =	\$0.00	Markup %	12%	\$ -	Total	\$ -
Subcontractor	Cost =	\$ 2,386.85	Markup %	10%	\$ 238.69	Total	\$ -
			Markup %	7%	\$ -	Total	\$ 2,625.54
Trucking:	Cost =	\$ -	Markup %	12%	\$ -	Total	\$ -
		\$ 2,386.85			\$ 238.69	\$ 2,625.54	
Insurance & Bond	Cost =	\$ 19.69	Markup %	10%	\$ 1.97	Total	\$ 21.66
Total							\$ 2,647.20
Unit Price							\$ 2,647.20
Extra Days Requested	-						



EquipmentWatch™

Custom Rates

6190 Powers Ferry Rd, NW-Suite 320
Atlanta, GA, 30339

TO: Ken Oyler

James H. Dew Corporation

FROM: Imani A. Brimah

See Pg 2 for Additional Rates

Date: 9/8/2017

As per your request, EquipmentWatch has calculated the Custom Blue Book Rates for the following equipment. The outlined Custom Blue Book rates are as follows:

Equipment: Hino/Altec 268A/AT37G; Acquisition Cost: \$65,962.00					
Ownership Rates				Operating Rate	
Monthly	Weekly	Daily	Hourly	Hourly Op. Cost	FHWA Rates
\$2,482.00	\$695.00	\$175.00	\$26.00	\$36.95	\$51.05
					Bucket Truck

Equipment: Freightliner FL-60 ; Acquisition Cost: \$37,623.37					
Ownership Rates				Operating Rate	
Monthly	Weekly	Daily	Hourly	Hourly Op. Cost	FHWA Rates
\$1,230.00	\$345.00	\$86.00	\$13.00	\$22.00	\$28.99
					Dump Truck 3-4 CY

Equipment: Peterbilt 330 Crane Truck; Acquisition Cost: \$54,844.34					
Ownership Rates				Operating Rate	
Monthly	Weekly	Daily	Hourly	Hourly Op. Cost	FHWA Rates
\$2,225.00	\$625.00	\$155.00	\$23.00	\$40.45	\$53.09
					RO Truck Crane

Equipment: Best Trailer Corp TNT-20K; Acquisition Cost: \$9,928.00					
Ownership Rates				Operating Rate	
<u>Monthly</u> \$350.00	<u>Weekly</u> \$98.00	<u>Daily</u> \$25.00	<u>Hourly</u> \$4.00	<u>Hourly Op. Cost</u> \$2.25	<u>FHWA Rates</u> \$4.24 Equipment Trailer--Tandem, 10-12T

Equipment: Ford F-650 Foremans Truck; Acquisition Cost: \$56,950.00					
Ownership Rates				Operating Rate	
<u>Monthly</u> \$1,690.00	<u>Weekly</u> \$475.00	<u>Daily</u> \$120.00	<u>Hourly</u> \$18.00	<u>Hourly Op. Cost</u> \$12.75	<u>FHWA Rates</u> \$22.35 Foreman's Truck

The above rates are based on standard Blue Book methodology and calculations using an acquisition cost and survey data.

If we can be of further assistance please don't hesitate to call us at 800-669-3282.

Sincerely,

Imani Brimah
Data Analyst
EquipmentWatch
Tel. No.: 770-618-0117
E-mail: Imani.Brimah@penton.com

EquipmentWatch

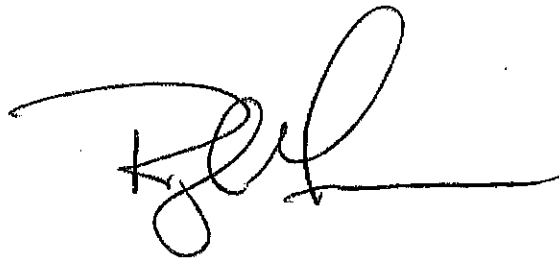
R39976 - Change Order #2 – Cost analysis:

Equipment Watch does not have Blue Book Rates for the equipment being used by JH Drew. I could not find any values for the Bucket Truck, a Line Truck, a Utility Lineman Truck, etc.

I used for the Foreman's Truck a F250, FHWA Rate of \$24.11/hour or F350, FHWA Rate of \$30.06/hour; both of which are more than the Subcontract is requesting.

I contacted Doug Seuring of JH Drew, he has provided me with copy of Equipment Watch, Custom Blue Book Rates (Acquisition Costs) for their specific equipment. F650 Foreman's Truck \$22.35/hour versus Change Order costs of \$21.88/hour; Bucket Truck rate of \$51.05/hour versus change order cost of \$31.25/hour.

Based on previous years of experience, what I could find on Equipment Watch to compare and the costs submitted I felt the cost for 1 and ½ days of work was reasonable, less than \$3000.00 unit cost, I'm not sure what's the issue.

A handwritten signature in black ink, appearing to be "K. J. Drew", with a long horizontal line extending to the right.

Rental Rate Blue Book®

March 3, 2020

Ford F-350

On-Highway Light Duty Trucks

 Size Class:
 300 HP & Over
 Weight:
 N/A

Configuration for F-350

Axle Configuration	4.0 X 4.0	Cab Type	Crew
Horsepower	385.0 hp	Power Mode	Gasoline
Ton Rating	1.0		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$1,070.00	USD \$300.00	USD \$75.00	USD \$11.00	USD \$23.98	USD \$30.06
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
Total:	USD \$1,070.00	USD \$300.00	USD \$75.00	USD \$11.00	USD \$23.98	USD \$30.06

Non-Active Use Rates

	Hourly
Standby Rate	
Idling Rate	USD \$4.44
	USD \$25.39

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	USD \$577.80/mo
Overhaul (ownership)	27%	USD \$288.90/mo
CFC (ownership)	7%	USD \$74.90/mo
Indirect (ownership)	12%	USD \$128.40/mo
Fuel (operating) @ USD 2.51	81%	USD \$19.31/hr

Revised Date: 1st half 2020

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

 The equipment represented in this report has been exclusively prepared for ROGER TEPNER
 (rtepner@indot.in.gov)

Rental Rate Blue Book®

March 2, 2020

Ford F-250 SD
 On-Highway Light Duty Trucks

 Size Class:
300 HP & Over
 Weight:
 N/A

Configuration for F-250 SD

Axle Configuration	4.0 X 4.0	Cab Type	
Horsepower	300.0 hp	Power Mode	
Ton Rating	3.0 / 4.0	Crew	Gasoline

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

Published Rates	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
	USD \$900.00	USD \$255.00	USD \$84.00	USD \$10.00	USD \$18.00	USD \$24.11
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
Total:	USD \$900.00	USD \$255.00	USD \$84.00	USD \$10.00	USD \$19.00	USD \$24.11

Non-Active Use Rates

	Hourly
Standby Rate	USD \$3.73
Idling Rate	USD \$20.18

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	64%	USD \$488.00/mo
Overhaul (ownership)	27%	USD \$243.00/mo
GFC (ownership)	7%	USD \$63.00/mo
Indirect (ownership)	12%	USD \$108.00/mo
Fuel (operating) @ USD 2.51	78%	USD \$15.05/hr

Revised Date: 1st half 2020

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

 The equipment represented in this report has been exclusively prepared for ROGER TEPNER
 (rtepner@indot.in.gov)

From: Arthur, Lauren E.
To: Arthur, Eric; Roger Greason
Cc: Wren, Rachel; Zachary Hicks (zhicks@indot.in.gov); Matt Smethurst; Burris, Josh; Jonathan Day; Ian Lesko; Doug Seuring; Neil Kopper
Subject: RE: W. 2nd Traffic Signals
Date: Friday, January 31, 2020 2:02:54 PM
Attachments: Image001.png
2nd-Bloomfield_Signal_Timing_Plan.pdf

Roger,

Upon further discussion with the City about their preferences, the direction is as follows:

- Relocate the camera for northbound traffic at Patterson to the mast arm on the north side of the intersection (resolving the NB LT issue).
- Relocate the camera for westbound traffic at Patterson to the mast arm on the west side of the intersection (allowing for extension time to be programmed in the future if desired).
- Rotate the cameras for eastbound and westbound traffic at Landmark and reassign phasing (allowing for extension time to be programmed in the future if desired).
- Use updated signal timings (attached) to program signal controllers (modifying phasing & ped recall and improving signal operations).

These changes will allow the city flexibility for future signal timing changes. If you have any additional questions, please let us know.

Thanks!

Lauren Arthur, PE
Lead Traffic Engineer
Phone: 317-972-8561

Email: lauren.arthur@wsp.com
Please note I have a new email address.

wsp.com
WSP | Parsons Brinckerhoff is now WSP.

From: Arthur, Eric <Eric.Arthur@wsp.com>
Sent: Wednesday, January 29, 2020 10:51 AM
To: Roger Greason <rgreaso@hwcengineering.com>
Cc: Wren, Rachel <RWREN@indot.IN.gov>; Zachary Hicks (zhicks@indot.in.gov) <zhicks@indot.in.gov>; Matt Smethurst <smethurm@bloomington.in.gov>; Burris, Josh <jburris@milestonelp.com>; Jonathan Day <jday@hwcengineering.com>; Ian Lesko <ilesko@hwcengineering.com>; Doug Seuring <dseuring@jameshdrew.com>; Neil Kopper <koppern@bloomington.in.gov>; Arthur, Lauren E. <Lauren.Arthur@wsp.com>
Subject: RE: W. 2nd Traffic Signals

Roger,

Sorry for the delay in our response. The following is what was sent to me by our traffic design group:

See answers below in Matt's original email in red. For the 2nd and 3rd items, the original design intended for EB and WB 2nd/Bloomfield to rest in recall, requiring only presence detection in the turn lanes and on Patterson or Landmark. No detection was intended for EB and WB through traffic. The signal timing plans prepared mistakenly provided ped recall on all legs, which doesn't work with the intended design. If the city would like pedestrian recall at these intersections, the cameras can be relocated/rotated as proposed below and set up for both presence and extension time. If the city would prefer to have the ped phases be actuated, we can revise the timing plans accordingly.

Please let us know if you need anything else from us.
Thanks

Eric Arthur, PE
Senior Engineer



wsp.com

WSP | Parsons Brinckerhoff is now WSP.

Please consider the environment before printing this e-mail.

From: Roger Greaser <rgreaser@hwcengineering.com>
Sent: Thursday, January 23, 2020 6:59 AM
To: Arthur, Eric <Eric.Arthur@wsp.com>
Cc: Wren, Rachel <RWREN@indot.IN.gov>; Zachary Hicks (zhicks@indot.in.gov) <zhicks@indot.in.gov>; Matt Smethurst <smethurm@bloomington.in.gov>; Burris, Josh <JBurris@milestonelp.com>; Jonathan Day <jday@hwcengineering.com>; Ian Lesko <ilesko@hwcengineering.com>; Doug Seuring <dseuring@jameshdrew.com>
Subject: FW: W. 2nd Traffic Signals

Eric,

See attached issue with the planned constructed traffic signals at Patterson and Landmark concerning the Video Vehicle Detection System which is not performing as desired by the City of Bloomington. Traffic backups are being caused by the systems failure to operate correctly, the traffic signals are not properly working and signals have been placed on timing in order for prevent traffic backup and possible accidents.

Corrective action is requested/required as soon as possible. COB has made several suggestions from their Traffic Superintendent and his experience of the manufacturers product literature.

Please note that during the programming of the detection zones the representative programming the equipment made several comments that the camera positions were incorrect for the conditions and the COB would have issues with the signals operation. It seem there is conflict between design and

Implementation.

I appreciate your quick response in this matter.

Thanks

From: Matt Smethurst <smethurm@bloomington.in.gov>
Sent: Wednesday, January 22, 2020 4:08 PM
To: Roger Greasor <rgreasor@hwcengineering.com>
Subject: W. 2nd Traffic Signals

Roger,

After the installation of the new traffic signals at 2nd & Patterson and 2nd & Landmark, the City was made aware of issues with the detection at both signals.

At the Patterson signal, the camera for the northbound lanes is mounted shooting at an angle where the northbound left turn lane constantly false calls because the thru lane blocks the detection field. This camera was not mounted per the manufacturer's representatives recommendation. It is our understanding that the camera should be relocated to the mast arm on the northside of the intersection. The camera should be relocated to the mast arm on the north side of the intersection.

Again at 2nd & Patterson, the camera for westbound traffic should be relocated to the mast arm on the westside of the intersection as it was not mounted per the manufacturer's representatives recommendation. The camera is currently set up for presence instead of extension time, causing the signal to gap out prematurely.

At 2nd & Landmark, the cameras for eastbound and westbound traffic are currently set up for presence also, instead of extension time. These cameras were also not installed per the manufacturer's representatives recommendation. These cameras could be rotated 180 degrees and assigned different phasing in the controller to allow them to function properly.

The City believes that until these cameras are relocated, the signals will not function as intended.

Also, neither signals controllers were programmed with any timing plans, phasing, or configuration, thus causing the intersections to not run proper timing plans and function properly. Timing plans were provided, but we can revise depending on the city's decision on ped recall at both intersections.

Thanks,
Matt Smethurst
City of Bloomington

NOTICE: This communication and any attachments ("this message") may contain information which is privileged, confidential, proprietary or otherwise subject to restricted disclosure under applicable law. This message is for the sole use of the intended recipient(s). Any unauthorized use, disclosure, viewing, copying, alteration, dissemination or distribution of, or reliance on, this message is strictly prohibited. If you have received this message in error, or you are not an authorized or intended recipient, please notify the sender immediately by replying to this message, delete this message and all copies from your e-mail system and destroy any printed copies.

From: Matt Smethurst
To: Roger Greasor
Subject: Re: R39976 - Traffic Signal Issue Resolution
Date: Wednesday, February 5, 2020 9:10:59 AM

Roger,
The City of Bloomington would like to proceed with Change Order 4 for relocation of video detection.
Thanks,
Matt Smethurst

On Tue, Feb 4, 2020 at 7:08 PM Roger Greasor <rgreasor@hwcengineering.com> wrote:

Joshua,

COB has issues with the Patterson & Landmark Traffic Signals.

The Designer has been contacted and has issued the corrective action to be performed.

Doug Seuring was present for a field meeting with Matt Smethurst and Mike Stenson of COB.

Attached is the Designers response for corrective action and the costs from JH Drew to do the work.

Please review and submit a Change Order Request so we can proceed with the work, I will be creating a line item Video Vehicle Detector System, Relocation, 1 Each. Any additional signal cable used will be paid under the existing line item.

Thanks

Roger A. Greasor

Senior Resident Project Representative

812.466.6561

rgreasor@hwcengineering.com

From: [Hicks, Zachary](#)
To: [Roger Greasor](#); [Wren, Rachel](#)
Cc: [Jan Lesko](#); [Jonathan Day](#)
Subject: RE: R39976 Change Order for Video Vehicle Dedector System Relocation
Date: Thursday, February 6, 2020 1:42:20 PM

Roger,

If Rachel approves, I approve.

Zach Hicks, PMP

Project Manager

185 Agrico Lane

Seymour, IN 47274

Office: (812) 524-3972

Cell: (812) 525-6612

Email: zhicks@indot.in.gov

From: Roger Greasor [<mailto:rgreasor@hwcengineering.com>]
Sent: Thursday, February 06, 2020 11:22 AM
To: Wren, Rachel <RWREN@indot.IN.gov>
Cc: Hicks, Zachary <ZHicks@indot.IN.gov>; Lesko, Ian <ilesko@HWCEngineering.com>; Jonathan Day <jday@hwcengineering.com>
Subject: R39976 Change Order for Video Vehicle Dedector System Relocation

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

Rachel,

Attached is Change Order #2 for your review prior to my approval In Site Manger.

I have created a Participating Line Item #140: Video Vehicle Detector System, Relocation item for a quantity of 1 Each for the Unit price of \$2647.20

The submitted costs by Milestone seems to be reasonable for a one and a half days of work and is within my approval limit.

The City of Bloomington has authorized the work and requests to move forward with the work.

Attached is a Work Order that I would like to send out today so work can be scheduled as soon as possible.

Please advise as soon as practicable so that I can send Work Order and Approve Change Order.

Your quick response is appreciated.

From: Roger Greasor
To: Zachary Hicks (zhicks@indot.in.gov); Wren, Rachel
Cc: Matt Smethurst
Subject: RE: W. 2nd Traffic Signals
Date: Tuesday, February 4, 2020 7:39:25 PM
Attachments: image001.png

Correct Estimate under \$5000.00 not \$500.00

From: Roger Greasor
Sent: Tuesday, February 04, 2020 7:15 PM
To: Zachary Hicks (zhicks@indot.in.gov) <zhicks@indot.in.gov>; Wren, Rachel <RWREN@indot.IN.gov>
Cc: Matt Smethurst <smethurm@bloomington.in.gov>
Subject: FW: W. 2nd Traffic Signals

The Designer has issued resolution to the issues with the traffic signals at Patterson and Landmark. I am awaiting the submission for cost by Joshua Burris of Milestone. Based on earlier estimates the cost should be under \$500.00 including additional signal cable which would be paid under the existing line item.

Please review the request for Change Order and advise acceptance.
I will create a change order using 805-04782: Video Vehicle Detector System, Relocation

Thanks

From: Arthur, Lauren E. <Lauren.Arthur@wsp.com>
Sent: Friday, January 31, 2020 2:02 PM
To: Arthur, Eric <Eric.Arthur@wsp.com>; Roger Greasor <rgreasor@hwcengineering.com>
Cc: Wren, Rachel <RWREN@indot.IN.gov>; Zachary Hicks (zhicks@indot.in.gov) <zhicks@indot.in.gov>; Matt Smethurst <smethurm@bloomington.in.gov>; Burris, Josh <jburris@milestone1.com>; Jonathan Day <jday@hwcengineering.com>; Ian Lesko <ilesko@hwcengineering.com>; Doug Seuring <dseuring@jameshdrew.com>; Neil Kopper <koppern@bloomington.in.gov>
Subject: RE: W. 2nd Traffic Signals

Roger,

Upon further discussion with the City about their preferences, the direction is as follows:

- Relocate the camera for northbound traffic at Patterson to the mast arm on the north side of the intersection (resolving the NB LT issue).
- Relocate the camera for westbound traffic at Patterson to the mast arm on the west side of the intersection (allowing for extension time to be programmed in the future if desired).
- Rotate the cameras for eastbound and westbound traffic at Landmark and reassign phasing (allowing for extension time to be programmed in the future if desired).
- Use updated signal timings (attached) to program signal controllers (modifying phasing & ped

recall and improving signal operations).

These changes will allow the city flexibility for future signal timing changes. If you have any additional questions, please let us know.

Thanks!

Lauren Arthur, PE
Lead Traffic Engineer
Phone: 317-972-8561

Email: lauren.arthur@wsp.com
Please note I have a new email address.

wsp.com
WSP | Parsons Brinckerhoff is now WSP.

From: Arthur, Eric <Eric.Arthur@wsp.com>
Sent: Wednesday, January 29, 2020 10:51 AM
To: Roger Greasor <rgreasor@hwcengineering.com>
Cc: Wren, Rachel <RWREN@indot.IN.gov>; Zachary Hicks (zhicks@indot.in.gov) <zhicks@indot.in.gov>; Matt Smethurst <smethurm@bloomington.in.gov>; Burris, Josh <jBurris@milestoneip.com>; Jonathan Day <jday@hwcengineering.com>; Ian Lesko <ilesko@hwcengineering.com>; Doug Seuring <dseuring@jameshdrew.com>; Neil Kopper <koppern@bloomington.in.gov>; Arthur, Lauren E. <Lauren.Arthur@wsp.com>
Subject: RE: W. 2nd Traffic Signals

Roger,

Sorry for the delay in our response. The following is what was sent to me by our traffic design group:

See answers below in Matt's original email in red. For the 2nd and 3rd items, the original design intended for EB and WB 2nd/Bloomfield to rest in recall, requiring only presence detection in the turn lanes and on Patterson or Landmark. No detection was intended for EB and WB through traffic. The signal timing plans prepared mistakenly provided ped recall on all legs, which doesn't work with the intended design. If the city would like pedestrian recall at these intersections, the cameras can be relocated/rotated as proposed below and set up for both presence and extension time. If the city would prefer to have the ped phases be actuated, we can revise the timing plans accordingly.

Please let us know if you need anything else from us.

Thanks

Eric Arthur, PE
Senior Engineer



Board of Public Works Staff Report

Project/Event: Approve Change Order #1 for the Winslow-Henderson Path Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Matt Smethurst

Meeting Date: March 17, 2020

Change Order #1 is for the additional cost of replacing a monument sign at 235 East Winslow Road as part of the path project.

The original contract amount for the project was \$528,439.00. Change Order #1 would result in an increase to the contract of \$9,681.00. The new contract sum including Change Order #1 would be \$538,120.00.

This project is TIF funded.

Staff has reviewed the proposed change order and recommends approval of Change Order #1 for the Winslow-Henderson Path Project.

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

CHANGE ORDER



Project Name:	Change Order Number: 1	Requested By:	<input checked="" type="checkbox"/>
Winslow-Henderson Path Project	Date of Change Order: Thursday, March 12, 2020	Owner	<input type="checkbox"/>
Contractor:	Engineer's Project #:	Engineer	<input type="checkbox"/>
Conexco, Inc.	NTP Date: Tuesday, August 20, 2019	Contractor	<input type="checkbox"/>
3606 North State Road 59	Allowable Calendar Days: 120 (includes holiday's)	Field	<input type="checkbox"/>
Brazil, Indiana 47834	Original Completion Date: Wednesday, December 18, 2019	Other	<input type="checkbox"/>

The Contract is changed as follows:

(Include, where applicable, and undisputed amount attributable to previously executed Construction Change Directives)

Item #	DESCRIPTION	Quantity	Unit Price	Item Total
1	Monument Sign	1	\$9,681.00 / EACH	9,681.00
2		0	\$0.00 /	0.00
3		0	\$0.00 /	0.00
4		0	\$0.00 /	0.00
5		0	\$0.00 /	0.00
6		0	\$0.00 /	0.00
7		0	\$0.00 /	0.00
8		0	\$0.00 /	0.00
9		0	\$0.00 /	0.00

The original Contract Sum:	\$528,439.00
The net change by previously authorized Change Orders:	\$0.00
The Contract Sum prior to this Change Order was:	\$528,439.00
The Contract Sum will be changed by this Change Order in the amount of:	\$9,681.00
 The new Contract Sum including this Change Order will be:	 \$538,120.00
The Contract Time will be changed by:	0 Calendar Day(s)
 The date of Substantial Completion as of the date of this Change Order therefore is:	 Wednesday, December 18, 2019

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

<u>Planning & Transportation</u> ENGINEER	<u>Conexco, Inc.</u> CONTRACTOR	<u>Board of Public Works</u> OWNER
401 North Morton Street ADDRESS	3606 North State Road 59 Brazil, Indiana 47834 ADDRESS	401 North Morton Street ADDRESS
Craig Shonkwiler TYPED / PRINTED NAME	_____ TYPED / PRINTED NAME	Kyla Cox Deckard TYPED / PRINTED NAME
_____ SIGNATURE	_____ SIGNATURE	_____ SIGNATURE



Board of Public Works Staff Report

Project/Event: Guardrail Replacement Project 2020

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Matt Smethurst

Meeting Date: March 17, 2020

The Planning & Transportation Department recently solicited bids for the Guardrail Replacement Project 2020.

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

James H. Drew Corporation- \$197,977.00

Specialties Company, LLC- \$240,000.00

Staff has reviewed the bids received and recommends awarding the contract to James H. Drew Corporation for the Guardrail Replacement Project 2020.

This project will be funded through the 2016 GO Bond.

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

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

JAMES H. DREW CORPORATION

FOR

GUARDRAIL REPLACEMENT PROJECT 2020

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Planning and Transportation Department through the Board of Public Works (hereinafter CITY), and James H. Drew Corporation, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the replacement of existing guardrail at 9 locations throughout the City of Bloomington, and other work as required per the plans and specifications.

(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,	and \$2,000,000 in the aggregate

General Aggregate Limit (other than Products/Completed Operations)

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. 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 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 Affirmative 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.

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.

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	James H. Drew Corporation
Attn: Matt Smethurst, Project Manager	Attn: Jacob Sipe, Division Manager
P.O. Box 100 Suite 130	8701 Zionsville Road
Bloomington, Indiana 47402	Indianapolis, Indiana 46268

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"

GUARDRAIL REPLACEMENT PROJECT 2020

This project shall include, but is not limited to, the replacement of existing guardrail at 9 locations throughout the City of Bloomington, and other work as required per the plans and specifications.

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

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

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

Method of Compliance (Specify) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

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

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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"

**GUARDRAIL REPLACEMENT 2020
UNIT PRICE SHEET**



City of Bloomington
Planning and Transportation Department

Letting Date: March 2, 2020

Proposal Schedule of Items (Unit Prices)

LINE ITEM	INDOT CODE	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	BID AMOUNT
001	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LSUM	\$4,802.50	\$4,802.50
002	201-52370	CLEARING RIGHT OF WAY	1	LSUM	\$5,535.00	\$5,535.00
003	202-93741	GUARDRAIL, END TREATMENT, REMOVE	12	EACH	\$ 628.00	\$7,536.00
004	601-01625	GUARDRAIL, CONNECTOR SYSTEM, W-BEAM CURVED, 1	1	EACH	\$1,785.00	\$1,785.00
005	601-01626	GUARDRAIL, CONNECTOR SYSTEM, W-BEAM CURVED, 2	1	EACH	\$1,830.00	\$1,830.00
006	601-01700	GUARDRAIL, TERMINAL SYSTEM, W-BEAM CURVED, 1	3	EACH	\$2,485.00	\$7,455.00
007	601-05071	GUARDRAIL, TERMINAL SYSTEM, W-BEAM CURVED, 7	2	EACH	\$2,675.00	\$5,350.00
008	601-02241	GUARDRAIL, REMOVE	3,771	LFT	\$ 3.00	\$11,313.00
009	601-12281	GUARDRAIL MGS W-BEAM, 6 FT 3 IN SPACING	6,245	LFT	\$ 17.50	\$109,287.50
010	601-12288	GUARDRAIL, MGS, LONG SPAN, TYPE 2	1	EACH	\$ 1,560.00	\$1,560.00
011	601-12289	GUARDRAIL MGS, HEIGHT TRANSITION	1	EACH	\$ 883.00	\$ 883.00
012	601-12294	GUARDRAIL, MGS, W-BEAM, CABLE TERMINAL ANCHOR	1	EACH	\$1,380.00	\$1,380.00
013	601-94689	GUARDRAIL, END TREATMENT, OS	12	EACH	\$2,955.00	\$35,460.00
014	801-06775	MAINTAINING TRAFFIC	1	LSUM	\$3,800.00	\$3,800.00
					TOTAL PROJECT BID:	\$197,977.00

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 James H. Drew Corporation, (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 120
Bloomington IN 47404
Attn: Adam Wason, Director

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

Reviewed and Approved By:

By: _____

Printed Name: _____

Adam Wason, Director
Public Works Department

Title: _____

Dated: _____

Escrow Agent
First Financial Bank

By: _____

Printed Name and Title



Board of Public Works Claim Register

Invoice Date Range 03/07/20 - 03/20/20

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-file folders		03/20/2020	20.09
6530 - Office Depot, INC	01-printable stickers		03/20/2020	15.95
	Account 52110 - Office Supplies Totals	2		\$36.04
Account 52210 - Institutional Supplies				
313 - Fastenal Company	01-laundry detergent-3/4/20		03/20/2020	81.99
313 - Fastenal Company	01-paper towels, toilet tissue, mop handle-3/4/20		03/20/2020	216.76
4586 - Hill's Pet Nutrition Sales, INC	01-canine/puppy food-2/21/20		03/20/2020	242.18
3929 - IDEXX Laboratories, INC	01-Parvo and F/F diagnostics-2/25/20		03/20/2020	1,195.43
3929 - IDEXX Laboratories, INC	01-Parvo diagnostics-2/1/20		03/20/2020	201.00
4574 - John Deere Financial (Rural King)	01-litter-40 40lb bags pellet bedding-2/21/20		03/20/2020	199.60
4633 - Midwest Veterinary Supply, INC	01-guinea pig food-2/25/20		03/20/2020	26.81
4633 - Midwest Veterinary Supply, INC	01-supportive therapy, boot covers-2/25/20		03/20/2020	164.69
4633 - Midwest Veterinary Supply, INC	01-canine vaccines-Nobivac Canine 1-DAPPv-2/25/20		03/20/2020	442.50
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L), lactated ringers-2/25/20		03/20/2020	150.06
4633 - Midwest Veterinary Supply, INC	01-rebate-partnership program rebate-1/22/20		03/20/2020	(81.83)
4633 - Midwest Veterinary Supply, INC	01- Year Supply of HW Prevention/Parasite Control		03/20/2020	1,580.58
344 - United Laboratories, INC	01-Kennel deodorizers and drain maintainer		03/20/2020	612.34
4666 - Zoetis, INC	01-canine vaccines-Vanguard Rapid Resp 3 SF 25		03/20/2020	614.00
4666 - Zoetis, INC	01-wormer and antibiotics-Cestex, Convenia, sterile water		03/20/2020	413.88
	Account 52210 - Institutional Supplies Totals	15		\$6,059.99
Account 52310 - Building Materials and Supplies				
4574 - John Deere Financial (Rural King)	01-hitch, mousetraps-2/12/20		03/20/2020	11.88
	Account 52310 - Building Materials and Supplies Totals	1		\$11.88
Account 52420 - Other Supplies				
6222 - Apple, INC	01-Portable Hard Drive		03/20/2020	99.95
	Account 52420 - Other Supplies Totals	1		\$99.95
Account 52430 - Uniforms and Tools				
5011 - American Arms Training Academy (Sergeants EMS)	01-ACO Uniforms		03/20/2020	383.00



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54558 - The Uniform House, INC	01-Protective Vest Carriers-2		03/20/2020	194.00
798 - Winters Associates Promotional Products, INC	01- ACO Uniforms		03/20/2020	212.97
	Account 52430 - Uniforms and Tools Totals		3	<u>\$789.97</u>
Account 53130 - Medical				
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-2/17-2/27/20		03/20/2020	2,162.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries, dental surgery, bloodwork- 2/2/20		03/20/2020	723.70
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-diagnostic test, dental, spay/neuter surgeries-2/25/20		03/20/2020	802.02
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-12/5 & 12/10/2019		03/20/2020	951.62
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-12/18/19 & 1/7/2020		03/20/2020	600.41
	Account 53130 - Medical Totals		5	<u>\$5,239.75</u>
Account 53610 - Building Repairs				
912 - Central Security Systems, INC	19-Installed Additional Systems @ ACC		03/20/2020	264.00
321 - Harrell Fish, INC (HFI)	19-Burner Leaking on Incinerator @ ACC	BC 2019-125	03/20/2020	869.23
321 - Harrell Fish, INC (HFI)	19-SA Water Hammer Sound Inspection @ ACC	BC 2019-124	03/20/2020	140.00
	Account 53610 - Building Repairs Totals		3	<u>\$1,273.23</u>
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	01-CC-NACA-Agency Membership 2020		03/20/2020	150.00
	Account 53910 - Dues and Subscriptions Totals		1	<u>\$150.00</u>
Account 53990 - Other Services and Charges				
4045 - Datamars, INC	01-Microchip Registration-9		03/20/2020	89.91
231 - Indiana University Health Bloomington, INC	01-N. Steury-Rabies Prophylaxis-2/20/20		03/20/2020	346.00
231 - Indiana University Health Bloomington, INC	01-N. Steury-Rabies Prophylaxis-2/27/20		03/20/2020	346.00
	Account 53990 - Other Services and Charges Totals		3	<u>\$781.91</u>
	Program 010000 - Main Totals		34	<u>\$14,442.72</u>
	Department 01 - Animal Shelter Totals		34	<u>\$14,442.72</u>
Department 02 - Public Works				
Program 020000 - Main				
Account 52420 - Other Supplies				
53442 - Paragon Micro, INC	02-Computer Monitor for Christina Smith		03/20/2020	149.99
53442 - Paragon Micro, INC	02-Adobe Software Package for Michael Large		03/20/2020	404.99
	Account 52420 - Other Supplies Totals		2	<u>\$554.98</u>
Account 53210 - Telephone				
1079 - AT&T	02-Radio circuits-phone charges 1/29-2/28/20		03/13/2020	180.64



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Account **53410 - Liability / Casualty Premiums**
1847 - Hylant of Indianapolis, LLC

Department **03 - City Clerk**
Program **030000 - Main**
Account **52110 - Office Supplies**

6530 - Office Depot, INC
6530 - Office Depot, INC
6530 - Office Depot, INC
8002 - Safeguard Business Systems, INC

Account **53120 - Special Legal Services**
5775 - Carmin Parker, P.C.

Account **53160 - Instruction**
3913 - Indiana League Of Municipal Clerks & Treasurers

Account **53320 - Advertising**
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)

Department **04 - Economic & Sustainable Dev**
Program **040000 - Main**
Account **53970 - Mayor's Promotion of Business**
6895 - Lucas Brown (Brownsmith Studios, LLC)

Account **53990 - Other Services and Charges**
6515 - Green Camino, INC

Account 53210 - Telephone Totals	1	\$180.64
10-Worker Comp Excess Buffer 1/1/19 - 2/20/20	03/20/2020	1,507.55
Account 53410 - Liability / Casualty Premiums Totals	1	\$1,507.55
Program 020000 - Main Totals	4	\$2,243.17
Department 02 - Public Works Totals	4	\$2,243.17
03-report covers	03/20/2020	133.47
03-holder	03/20/2020	7.59
03-binders, scissors, swiffer duster, coat hooks, sanitizer	03/20/2020	77.34
03-Envelopes-1,500	03/20/2020	225.18
Account 52110 - Office Supplies Totals	4	\$443.58
03-claim against D. Sherman-12/5-12/6/19	03/20/2020	275.00
Account 53120 - Special Legal Services Totals	1	\$275.00
03-ILMCT Institute & Academy-Bolden & McDowell	03/20/2020	900.00
Account 53160 - Instruction Totals	1	\$900.00
03-Order No 625282	03/20/2020	33.74
Account 53320 - Advertising Totals	1	\$33.74
Program 030000 - Main Totals	7	\$1,652.32
Department 03 - City Clerk Totals	7	\$1,652.32
04 - Stratera art project supplies for artist	03/20/2020	500.00
Account 53970 - Mayor's Promotion of Business Totals	1	\$500.00
04 - Monthly Composting Services (City, CBU, Transit)	03/20/2020	360.00
Account 53990 - Other Services and Charges Totals	1	\$360.00
Program 040000 - Main Totals	2	\$860.00



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	Department 04 - Economic & Sustainable Dev Totals	2	<u>\$860.00</u>
Department 05 - Common Council			
Program 050000 - Main			
Account 52410 - Books			
3956 - West Publishing Corporation (Thomson Reuters)	10 law reference resources books 0841995685	03/20/2020	204.18
3956 - West Publishing Corporation (Thomson Reuters)	10 Electronic law subscription 841909740	03/20/2020	340.78
	Account 52410 - Books Totals	2	<u>\$544.96</u>
Account 53990 - Other Services and Charges			
4123 - Central Indiana Interpreting Service	05-Interpreting Services-2/19/20	03/20/2020	632.50
	Account 53990 - Other Services and Charges Totals	1	<u>\$632.50</u>
	Program 050000 - Main Totals	3	<u>\$1,177.46</u>
	Department 05 - Common Council Totals	3	<u>\$1,177.46</u>
Department 06 - Controller's Office			
Program 060000 - Main			
Account 53170 - Mgt. Fee, Consultants, and Workshops			
5648 - Reedy Financial Group, PC	06- Financial Services for TIF Planning	03/20/2020	10,091.67
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	1	<u>\$10,091.67</u>
Account 53320 - Advertising			
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	06-2019 Cash & Investments Advertising	03/20/2020	223.86
	Account 53320 - Advertising Totals	1	<u>\$223.86</u>
Account 53990 - Other Services and Charges			
5648 - Reedy Financial Group, PC	06- Financial Services for Financial Plan Prep.	03/20/2020	7,628.59
	Account 53990 - Other Services and Charges Totals	1	<u>\$7,628.59</u>
	Program 060000 - Main Totals	3	<u>\$17,944.12</u>
	Department 06 - Controller's Office Totals	3	<u>\$17,944.12</u>
Department 09 - CFRD			
Program 090000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	09-paper towels, binder clips, portfolio covers	03/20/2020	35.18
	Account 52110 - Office Supplies Totals	1	<u>\$35.18</u>
Account 53230 - Travel			
7956 - Beverly Calendar Anderson	14-per diem/baggage/Uber-KODI Town Hall-DC-1/24-	03/20/2020	658.72
7956 - Beverly Calendar Anderson	14-pkg/Uptown Cafe-MLK Speaker-1/16/2020	03/20/2020	81.68
	Account 53230 - Travel Totals	2	<u>\$740.40</u>

Account **53310 - Printing**



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3892 - Midwest Color Printing, INC
 8002 - Safeguard Business Systems, INC

09-business cards for L. Schaich-250	03/20/2020	41.50
09-Print/perf 2,000 Census postcards	03/20/2020	357.31
Account 53310 - Printing Totals	2	<u>398.81</u>
Program 090000 - Main Totals	5	<u>\$1,174.39</u>
Department 09 - CFRD Totals	5	<u>\$1,174.39</u>

Department **10 - Legal**
 Program **100000 - Main**
 Account **52410 - Books**
 3956 - West Publishing Corporation (Thomson Reuters)

10 law reference resources books 0841995685	03/20/2020	996.95
Account 52410 - Books Totals	1	<u>\$996.95</u>

Account **53120 - Special Legal Services**

50587 - Barnes & Thornburg LLP
 7107 - Jawn J Bauer (Bauer & Densford)
 19660 - Bose McKinney & Evans, LLP
 7297 - Karina A Brikmanis
 5947 - Thomas Dugald Cameron
 5387 - Creative Graphics, INC (dba Baugh Enterprises)

10 legal services general municipal advice	03/20/2020	1,529.50
10 legal services Jones collection 46458	03/20/2020	856.70
10 legal services Holcomb case moot court	03/20/2020	1,000.00
10 deposition transcript 222 hats case 2.18.20	03/20/2020	527.76
10 - Legal Services 2020-01 Moot Court Holcomb Case	03/20/2020	618.75
10- Printing Services Annual Waiver Letter	03/20/2020	344.13
Account 53120 - Special Legal Services Totals	6	<u>\$4,876.84</u>

Account **53910 - Dues and Subscriptions**

3956 - West Publishing Corporation (Thomson Reuters)
 3956 - West Publishing Corporation (Thomson Reuters)

10 law reference resources credit #1200719032	03/20/2020	(25.00)
10 Electronic law subscription 841909740	03/20/2020	1,363.09
Account 53910 - Dues and Subscriptions Totals	2	<u>\$1,338.09</u>

Account **53990 - Other Services and Charges**

1847 - Hylant of Indianapolis, LLC

10- notary public bond Decriscio Bowe	03/20/2020	75.00
Account 53990 - Other Services and Charges Totals	1	<u>\$75.00</u>
Program 100000 - Main Totals	10	<u>\$7,286.88</u>

Program **101000 - Human Rights**

Account **52420 - Other Supplies**
 651 - Engraving & Stamp Center, INC

10 Glass Award BHRC 35360	03/20/2020	64.60
Account 52420 - Other Supplies Totals	1	<u>\$64.60</u>

Account **53910 - Dues and Subscriptions**

6879 - Indiana Consortium of State and Local Human Right

10-annual membership dues 2020	03/20/2020	100.00
Account 53910 - Dues and Subscriptions Totals	1	<u>\$100.00</u>
Program 101000 - Human Rights Totals	2	<u>\$164.60</u>



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		Department 10 - Legal Totals	12	<u>\$7,451.48</u>
Department 11 - Mayor's Office				
Program 110000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	11-paper for State of the City programs		03/20/2020	3.87
6530 - Office Depot, INC	11-paper for SOTC programs, etc.		03/20/2020	3.87
6530 - Office Depot, INC	11-more paper for SOTC programs, etc.		03/20/2020	6.44
		Account 52110 - Office Supplies Totals	3	<u>\$14.18</u>
Account 52420 - Other Supplies				
3560 - First Financial Bank / Credit Cards	11-refund from Jimmy John's sales tax		03/20/2020	(3.30)
3560 - First Financial Bank / Credit Cards	11-Mvix for atrium sign system		03/20/2020	324.00
3560 - First Financial Bank / Credit Cards	11-refund for Aver's sales tax		03/20/2020	(4.13)
3560 - First Financial Bank / Credit Cards	11-lunch for hospital reuse meeting		03/20/2020	79.00
3560 - First Financial Bank / Credit Cards	11-food for innovation webinar (Jimmy John's)		03/20/2020	125.59
		Account 52420 - Other Supplies Totals	5	<u>\$521.16</u>
Account 53160 - Instruction				
3560 - First Financial Bank / Credit Cards	11-2020 Smart Cities Connect conference registration		03/20/2020	956.00
		Account 53160 - Instruction Totals	1	<u>\$956.00</u>
Account 53230 - Travel				
6829 - Mary C Carmichael	11-reimbursement for Pepperdine conference travel		03/20/2020	1,551.40
3560 - First Financial Bank / Credit Cards	11-hotel for Innovation Flipping Finance Challenge		03/20/2020	148.82
3560 - First Financial Bank / Credit Cards	11-travel to Denver (Devta - Smart Cities Connect		03/20/2020	365.97
		Account 53230 - Travel Totals	3	<u>\$2,066.19</u>
Account 53310 - Printing				
129 - FedEx Office and Print Service, INC	11-cutting SOTC programs		03/20/2020	11.40
129 - FedEx Office and Print Service, INC	11-Everyone Counts photo booth sign		03/20/2020	19.94
		Account 53310 - Printing Totals	2	<u>\$31.34</u>
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	11-Innovation subscription to Medium		03/20/2020	50.00
		Account 53910 - Dues and Subscriptions Totals	1	<u>\$50.00</u>
Account 53990 - Other Services and Charges				
1138 - BCT Management, INC	11-State of the City rental, labor costs		03/20/2020	464.00
		Account 53990 - Other Services and Charges Totals	1	<u>\$464.00</u>
		Program 110000 - Main Totals	16	<u>\$4,102.87</u>



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Department 11 - Mayor's Office Totals		16	\$4,102.87
Department 12 - Human Resources			
Program 120000 - Main			
Account 52420 - Other Supplies			
5819 - Synchrony Bank	12-air purifier \$72.25	03/20/2020	72.25
Account 52420 - Other Supplies Totals		1	\$72.25
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	12 February Charge Card Payment (SHRM Conf) Fields	03/20/2020	1,550.00
3560 - First Financial Bank / Credit Cards	12 Flight and Hotel for SHRM Conference	03/20/2020	486.96
3560 - First Financial Bank / Credit Cards	12 Flight and Hotel for SHRM Conference	03/20/2020	229.50
Account 53160 - Instruction Totals		3	\$2,266.46
Account 53170 - Mgt. Fee, Consultants, and Workshops			
7268 - Raftelis Financial Consultants, INC	12 Inv 14231 Organizational Assessment Fire Dept	03/20/2020	15,808.00
7268 - Raftelis Financial Consultants, INC	12 Inv 14232 Organizational Assessment Police Dept	03/20/2020	14,800.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		2	\$30,608.00
Account 53320 - Advertising			
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	12 job ads Inv 3120	03/20/2020	444.75
Account 53320 - Advertising Totals		1	\$444.75
Account 53990 - Other Services and Charges			
7268 - Raftelis Financial Consultants, INC	12 Inv 14232 Organizational Assessment Police Dept	03/20/2020	5,598.00
7268 - Raftelis Financial Consultants, INC	12- Organizational Assessments for Controller, HR, Finance Dept	03/20/2020	6,473.00
Account 53990 - Other Services and Charges Totals		2	\$12,071.00
Program 120000 - Main Totals		9	\$45,462.46
Department 12 - Human Resources Totals		9	\$45,462.46
Department 13 - Planning			
Program 130000 - Main			
Account 41020 - Permits			
Horvath Towers V, LLC	13-refund ROW permit (C19-ROW-389)-did not need (not in ROW)	03/20/2020	1,226.20
Account 41020 - Permits Totals		1	\$1,226.20
Account 42080 - F.H.W.A. Planning			
585 - Bloomington Public Transportation Corporation	13-Qtr. 4 Reimb_UPWP(Transit Route Study&Transit Permitting Costs)	03/20/2020	23,307.09
585 - Bloomington Public Transportation Corporation	13-Qtr. 4 Reimb_UPWP (Transit Study & Bus Stop Permitting Costs)	03/20/2020	66,455.88
199 - Monroe County Government	13-Qtr. 4 Reimb(for entire year)_UPWP (Transit Study)	03/20/2020	35,264.26
199 - Monroe County Government	13-Qtr. 4 Reimb_UPWP (Infrastructure Mgmt Systems)	03/20/2020	6,086.60



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199 - Monroe County Government	13-Qtr. 4 Reimb_UPWP (Southwest Corridor Study)	03/20/2020	16,020.00
1365 - Town Of Ellettsville	13-Qtr. 4 Reimb_UPWP (Traffic Volume Counting)	03/20/2020	693.40
	Account 42080 - F.H.W.A. Planning Totals	6	<u>\$147,827.23</u>
Account 52110 - Office Supplies			
6530 - Office Depot, INC	13 - Notebooks, pens, tape, post-its, phone wipes	03/20/2020	116.19
6530 - Office Depot, INC	13 - Tab divider inserts	03/20/2020	4.98
6530 - Office Depot, INC	13 - Bankers boxes, legal size, 12 pack	03/20/2020	75.19
	Account 52110 - Office Supplies Totals	3	<u>\$196.36</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops			
6974 - M.J. Wells & Associates, INC	13-Travel Demand Mgmt. Plan (TDM)_Amend #1-Inv date 2/15/20	03/20/2020	3,806.25
6974 - M.J. Wells & Associates, INC	13-Consulting-Travel Demand Mgmt Plan (TDM)-Inv date 2/15/20 2	03/20/2020	4,587.50
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	2	<u>\$8,393.75</u>
Account 53230 - Travel			
6781 - Ryan Robling	13-per diem/fuel-ESRI Conf-Washington DC-2/9-2/14/20	03/20/2020	384.00
	Account 53230 - Travel Totals	1	<u>\$384.00</u>
Account 53310 - Printing			
5387 - Creative Graphics, INC (dba Baugh Enterprises)	13-4x6 Post Card_Unified Development Ord. Mailing	03/20/2020	6,488.81
3892 - Midwest Color Printing, INC	13-250 business cards-M. Stewart	03/20/2020	39.00
	Account 53310 - Printing Totals	2	<u>\$6,527.81</u>
Account 53910 - Dues and Subscriptions			
4442 - American Planning Association	13-Ryan Robling-APA/IN Chapter Dues_4-1-20 to 3-31-21	03/20/2020	99.00
4442 - American Planning Association	13 - APA Membership Dues (Keegan)4-1-2020-3-31-2021	03/20/2020	99.00
	Account 53910 - Dues and Subscriptions Totals	2	<u>\$198.00</u>
Account 53990 - Other Services and Charges			
4408 - Environmental Systems Research Institute,INC ESRI	13-Esri Annual license & maintenance renewal	03/20/2020	5,900.00
199 - Monroe County Government	13-January 2020 copies-5	03/20/2020	5.00
5248 - Trafficware, LLC	13 - Sim traffic software for Neil Kopper	03/20/2020	443.09
	Account 53990 - Other Services and Charges Totals	3	<u>\$6,348.09</u>
Account 54310 - Improvements Other Than Building			
467 - Groomer Construction, INC	13 - Downtown Curb Ramps--Phase II-5/13-9/6/19 BC 2019-52	03/20/2020	12,069.29
12864 - Mann Plumbing INC	13-Emergency sewer work, 17th street project	03/20/2020	125.00



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Account 54310 - Improvements Other Than Building Totals	2	<u>\$12,194.29</u>
Program 130000 - Main Totals	22	<u>\$183,295.73</u>
Department 13 - Planning Totals	22	<u>\$183,295.73</u>

Department **19 - Facilities Maintenance**
 Program **190000 - Main**
 Account **52310 - Building Materials and Supplies**

394 - Kleindorfer Hardware & Variety	19-8 - 32x1/2 screws for Facilities Maintenance	03/20/2020	.72
394 - Kleindorfer Hardware & Variety	19-paint & handicap stencil & stencil set - Facilities	03/20/2020	42.56
394 - Kleindorfer Hardware & Variety	19-mending plate & flat iron for Facilities Maintenance	03/20/2020	9.77
394 - Kleindorfer Hardware & Variety	19-trim screws and chisel set for Facilities Maintenance	03/20/2020	40.28
53005 - Menards, INC	19-21pc Titanium Dill bit set for facilities maintenance	03/20/2020	19.99
53005 - Menards, INC	19 - pro marking paint ctn ea of yellow & Blue	03/20/2020	19.76
Account 52310 - Building Materials and Supplies Totals			<u>6</u> <u>\$133.08</u>

Account **53140 - Exterminator Services**
 51538 - Economy Termite & Pest Control, INC

19-SA Monthly Pest Control at City Hall	BC 2019-109	03/20/2020	75.00
Account 53140 - Exterminator Services Totals			<u>1</u> <u>\$75.00</u>

Account **53610 - Building Repairs**

21104 - Cummins Crosspoint, LLC	19-Inspection of Generators at City Hall	BC 2019-133	03/20/2020	321.40
1537 - Indiana Door & Hardware Specialties, INC	19-Service Call to Adjust Door @ City Hall	BC 2019-123	03/20/2020	75.00
392 - Koorsen Fire & Security, INC	19-SA Panic Button Service Call Repair at City Hall	BC 2019-126	03/20/2020	471.63
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for PW Facilities for January	BC 2020-05	03/20/2020	17,956.76
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for PW Facilities	BC 2020-05	03/20/2020	17,045.56
Account 53610 - Building Repairs Totals			<u>5</u> <u>\$35,870.35</u>	

Account **54510 - Other Capital Outlays**

321 - Harrell Fish, INC (HFI)	19-Replacement of 1st Floor Heat Pumps for PW Facilities	BC 2019-125	03/20/2020	19,650.00
Account 54510 - Other Capital Outlays Totals			<u>1</u> <u>\$19,650.00</u>	

Program 190000 - Main Totals	13	<u>\$55,728.43</u>
Department 19 - Facilities Maintenance Totals	13	<u>\$55,728.43</u>

Department **28 - ITS**
 Program **280000 - Main**
 Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards	28-CC- UAV/Drone Certification	03/20/2020	160.00
3560 - First Financial Bank / Credit Cards	28-CC-Esri Regional Workshop Registration for GIS	03/20/2020	275.00
3560 - First Financial Bank / Credit Cards	28 - Bloomington Women in Leadership Registration	03/20/2020	20.00



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Account 53160 - Instruction Totals		3	\$455.00
Account 53170 - Mgt. Fee, Consultants, and Workshops 6765 - Berry Dunn McNeil & Parker, LLC	28-IT Strategic Plan Development-Deliverable 6-2/26/20	03/20/2020	1,280.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		1	\$1,280.00
Account 53230 - Travel			
3560 - First Financial Bank / Credit Cards	28 - Esri Regional Workshop Booking.com Lodging for GIS	03/20/2020	356.11
3560 - First Financial Bank / Credit Cards	28 - CREDIT Esri Regional Workshop Booking.com	03/20/2020	(356.11)
1227 - Laura Haley	28-per diem/lodging/fuel-ESRI Conf-Chicago-2/24-	03/20/2020	617.12
Account 53230 - Travel Totals		3	\$617.12
Account 53640 - Hardware and Software Maintenance			
4408 - Environmental Systems Research Institute,INC ESRI	28 - Esri Annual Renewal-ITS portion-2/26/20	03/20/2020	6,900.00
Account 53640 - Hardware and Software Maintenance Totals		1	\$6,900.00
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	28-CC-Domain Registration for btowncops.org	03/20/2020	13.95
3560 - First Financial Bank / Credit Cards	28-CC-Trello Business Class Subscription - 2/10/20 - 3/10-	03/20/2020	75.00
3560 - First Financial Bank / Credit Cards	28-CC-Basecamp Proj Mgmt Subscription - 2/11/20 -	03/20/2020	20.00
3560 - First Financial Bank / Credit Cards	28 - Basecamp 3 Proj Mgmt - Annual Subscription	03/20/2020	999.00
3560 - First Financial Bank / Credit Cards	28 - Google Application Programming Interfaces -	03/20/2020	.05
Account 53910 - Dues and Subscriptions Totals		5	\$1,108.00
Program 280000 - Main Totals		13	\$10,360.12
Department 28 - ITS Totals		13	\$10,360.12
Fund 101 - General Fund (S0101) Totals		143	\$345,895.27
Fund 312 - Community Services			
Department 09 - CFRD			
Program 090003 - Com Serv - Status of Women			
Account 52420 - Other Supplies			
651 - Engraving & Stamp Center, INC	09-Five WOY award plaques for WHM	03/20/2020	210.00
6530 - Office Depot, INC	09-BCSW--supplies for WHM Lunch-name badges,	03/20/2020	14.02
Account 52420 - Other Supplies Totals		2	\$224.02
Program 090003 - Com Serv - Status of Women Totals		2	\$224.02
Department 09 - CFRD Totals		2	\$224.02
Fund 312 - Community Services Totals		2	\$224.02
Fund 450 - Local Road and Street(S0706)			
Department 20 - Street			



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Program 200000 - Main

Account 53520 - Street Lights / Traffic Signals

223 - Duke Energy	02-420 E. 19th-HAWK Signal-elec. bill 2/3-3/3/20	03/13/2020	13.67
223 - Duke Energy	02-behind 114 N Walnut-electric bill-bill date 3/3/20	03/13/2020	4.98
223 - Duke Energy	02-W. 11th btwn Rogers & Fairview-elec bill date 3/3/20	03/13/2020	12.03
223 - Duke Energy	02-Countryside & Sunflower-street light chgs-bill date	03/13/2020	3.91
223 - Duke Energy	02-Various locations-street lght chgs.-bill date 2/28/20	03/13/2020	26.02
223 - Duke Energy	02-Alley Activation Project-bill date 2/28/20	03/13/2020	21.82
223 - Duke Energy	02-4th&WA-metered surface lot-elec. bill-bill dated 3/3/20	03/13/2020	23.14
223 - Duke Energy	02-Middle Way House-elec. bill-3/4/20-#3910-3921-01-9	03/13/2020	9.09
223 - Duke Energy	02-4th&Dunn-surface lot-elec. chgs & equip costs-3/4/20	03/13/2020	27.51
	Account 53520 - Street Lights / Traffic Signals Totals	9	<u>\$142.17</u>
	Program 200000 - Main Totals	9	<u>\$142.17</u>
	Department 20 - Street Totals	9	<u>\$142.17</u>
	Fund 450 - Local Road and Street(S0706) Totals	9	<u>\$142.17</u>

Fund 451 - Motor Vehicle Highway(S0708)

Department 20 - Street

Program 200000 - Main

Account 52110 - Office Supplies

6530 - Office Depot, INC	20-clipboard, clasp envelopes, paper, sharpies	03/20/2020	21.86
	Account 52110 - Office Supplies Totals	1	<u>\$21.86</u>

Account 52420 - Other Supplies

313 - Fastenal Company	20-safety supplies-gloves, earplugs-3/4/20	03/20/2020	66.37
313 - Fastenal Company	20-safety supplies-gloves-3/2/2020	03/20/2020	110.86
394 - Kleindorfer Hardware & Variety	20-rolls paper towels, spray nozzle	03/20/2020	13.57
394 - Kleindorfer Hardware & Variety	20-weed whip	03/20/2020	17.99
394 - Kleindorfer Hardware & Variety	20-2 scoop shovels	03/20/2020	79.98
	Account 52420 - Other Supplies Totals	5	<u>\$288.77</u>

Account 53410 - Liability / Casualty Premiums

1847 - Hylant of Indianapolis, LLC	10-Worker Comp Excess Buffer 1/1/19 - 2/20/20	03/20/2020	366.90
	Account 53410 - Liability / Casualty Premiums Totals	1	<u>\$366.90</u>

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-3/4/20	03/20/2020	34.28
	Account 53920 - Laundry and Other Sanitation Services Totals	1	<u>\$34.28</u>



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Account 53990 - Other Services and Charges

902 - Indiana Underground Plant Protection Service, INC

20275 - The Travelers Indemnity

20-IN 811 calls, monthly tickets-January 2020-421 tickets	03/20/2020	399.95
20 Deductible for claim #FMW1017 - Randy Thacker	03/20/2020	5,000.00
Account 53990 - Other Services and Charges Totals	2	\$5,399.95

Account 54420 - Purchase of Equipment

4439 - JX Enterprises, INC

20-2019 Peterbilt 348 Single Dump Truck w/snow equip-	03/20/2020	171,744.00
Account 54420 - Purchase of Equipment Totals	1	\$171,744.00
Program 200000 - Main Totals	11	\$177,855.76
Department 20 - Street Totals	11	\$177,855.76
Fund 451 - Motor Vehicle Highway(S0708) Totals	11	\$177,855.76

Fund 452 - Parking Facilities(S9502)

Department **26 - Parking**

Program **260000 - Main**

Account 52210 - Institutional Supplies

293 - J&S Locksmith Shop, INC

26-Repair Office Door @ Morton Garage	03/20/2020	213.95
Account 52210 - Institutional Supplies Totals	1	\$213.95

Account 52310 - Building Materials and Supplies

4443 - The Sherwin Williams Company

4443 - The Sherwin Williams Company

26-Paint for Stairwell Project at Walnut St. Garage	03/20/2020	846.23
26-Paint for Stairwell Project at Walnut St. Garage	03/20/2020	1,182.57
Account 52310 - Building Materials and Supplies Totals	2	\$2,028.80

Account 52420 - Other Supplies

3397 - Evens Time, INC

3397 - Evens Time, INC

26-20 receipt rolls for Parking Garages	03/20/2020	291.18
26-Gate Arms for Parking Garage	03/20/2020	2,118.00
Account 52420 - Other Supplies Totals	2	\$2,409.18

Account 53610 - Building Repairs

6378 - ANN-KRISS, LLC

26-Concrete Repair and Repair of Morton Garage Exit Gate BC 2020-11	03/20/2020	681.40
Account 53610 - Building Repairs Totals	1	\$681.40

Account 53650 - Other Repairs

6197 - CE Solutions, INC

6197 - CE Solutions, INC

6378 - ANN-KRISS, LLC

18844 - First Financial Bank, N.A.

26-Design Services for 10 yr. Capital Repairs at Morton BC 2020-06	03/20/2020	4,675.00
26-Design Services for 10 yr. Capital Repairs at Walnut BC 2020-07	03/20/2020	17,250.00
26-Walnut Street Garage Stairwell Project Final Payment BC 2020-11	03/12/2020	5,995.23
26-Walnut Street Garage Stairwell Repairs	03/12/2020	315.23
Account 53650 - Other Repairs Totals	4	\$28,235.46

Account 53840 - Lease Payments



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512 - 7th & Walnut , LLC

26-Walnut St Garage-April 2020 garage rent	03/20/2020	18,759.98
Account 53840 - Lease Payments Totals	1	<u>\$18,759.98</u>
Program 260000 - Main Totals	11	<u>\$52,328.77</u>
Department 26 - Parking Totals	11	<u>\$52,328.77</u>
Fund 452 - Parking Facilities(\$9502) Totals	11	<u>\$52,328.77</u>

Fund 455 - Parking Meter Fund(\$2141)

Department **26 - Parking**

Program **260000 - Main**

Account **41020 - Permits**

Hilton Garden Inn

IU Kelley School of Business

26-refund-reserv. meters-event canceled-Coronavirus- 2/22/2020	03/20/2020	80.00
26-refund-reserved meters-event cancelled-Coronavirus- 2/22/2020	03/20/2020	160.00
Account 41020 - Permits Totals	2	<u>\$240.00</u>

Account 53150 - Communications Contract

4264 - IPS Group, INC

06-Feb 2020 CC Transaction/Wireless Fees/Monthly Mgmt	03/20/2020	15,113.97
Account 53150 - Communications Contract Totals	1	<u>\$15,113.97</u>
Program 260000 - Main Totals	3	<u>\$15,353.97</u>
Department 26 - Parking Totals	3	<u>\$15,353.97</u>
Fund 455 - Parking Meter Fund(\$2141) Totals	3	<u>\$15,353.97</u>

Fund 456 - MVH Restricted

Department **20 - Street**

Program **200000 - Main**

Account **52330 - Street , Alley, and Sewer Material**

334 - Irving Materials, INC

334 - Irving Materials, INC

20-3410 S. Walnut-Class A Stone Ash-2 cy-2/21/20	BC 2020-16	03/20/2020	219.00
20-Hillside & Walnut-Class A Stone Ash-1.5 cy-2/26/20	BC 2020-16	03/20/2020	186.75
Account 52330 - Street , Alley, and Sewer Material Totals	2	<u>\$405.75</u>	
Program 200000 - Main Totals	2	<u>\$405.75</u>	
Department 20 - Street Totals	2	<u>\$405.75</u>	
Fund 456 - MVH Restricted Totals	2	<u>\$405.75</u>	

Fund 601 - Cum Cap Development(\$2391)

Department **13 - Planning**

Program **130000 - Main**

Account **53110 - Engineering and Architectural**

7059 - Eagle Ridge Civil Engineering Services, LLC

13-Kirkwood Maintenance Design-Inv. date 2/21/20	BC 2019-48	03/20/2020	1,538.75
Account 53110 - Engineering and Architectural Totals	1	<u>\$1,538.75</u>	
Program 130000 - Main Totals	1	<u>\$1,538.75</u>	



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Department 13 - Planning Totals	1	<u>\$1,538.75</u>
Fund 601 - Cum Cap Development(S2391) Totals	1	<u>\$1,538.75</u>

Fund 730 - Solid Waste (S6401)

Department **16 - Sanitation**

Program **160000 - Main**

Account **52420 - Other Supplies**

313 - Fastenal Company	16-Dec-2019 gloves, ear plugs & mix sticks-12/31/19	03/20/2020	557.81
313 - Fastenal Company	16-Feb 20-gloves,earplugs & mix sticks-2/28/20	03/20/2020	833.82
313 - Fastenal Company	16-Jan 20, gloves, ear plugs & mix sticks-1/31/20	03/20/2020	855.61
53005 - Menards, INC	16-Paint,brushes,tray sand blocks & soap	03/20/2020	68.86
53005 - Menards, INC	16-replacing mailbox,numbers,handsoap & clorox wipes	03/20/2020	86.84
Account 52420 - Other Supplies Totals			<u>\$2,402.94</u>

Account **53140 - Exterminator Services**

51538 - Economy Termite & Pest Control, INC	19-SA Monthly Pest Control at Sanitation	BC 2019-109	03/20/2020	125.00
Account 53140 - Exterminator Services Totals			1	<u>\$125.00</u>

Account **53310 - Printing**

5387 - Creative Graphics, INC (dba Baugh Enterprises)	16-printing sticker for recycle carts-no styrofoam		03/20/2020	545.00
Account 53310 - Printing Totals			1	<u>\$545.00</u>

Account **53410 - Liability / Casualty Premiums**

1847 - Hylant of Indianapolis, LLC	10-Worker Comp Excess Buffer 1/1/19 - 2/20/20		03/20/2020	194.21
Account 53410 - Liability / Casualty Premiums Totals			1	<u>\$194.21</u>

Account **53610 - Building Repairs**

392 - Koorsen Fire & Security, INC	19-SA Quarter Billing for Sanitation	BC 2019-126	03/20/2020	95.98
Account 53610 - Building Repairs Totals			1	<u>\$95.98</u>

Account **53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-2/26/20		03/20/2020	11.14
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-2/26/20		03/20/2020	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-3/4/20		03/20/2020	11.14
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-3/4/20		03/20/2020	23.26
Account 53920 - Laundry and Other Sanitation Services Totals			4	<u>\$68.80</u>

Account **53950 - Landfill**

52226 - Hoosier Transfer Station-3140	16-recycling fees - 2/3-2/13/20		03/20/2020	3,603.37
52226 - Hoosier Transfer Station-3140	16-trash disposal fees - 2/3-2/15/20		03/20/2020	12,062.34
Account 53950 - Landfill Totals			2	<u>\$15,665.71</u>



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	Program 160000 - Main Totals	15	<u>\$19,097.64</u>
	Department 16 - Sanitation Totals	15	<u>\$19,097.64</u>
	Fund 730 - Solid Waste (S6401) Totals	15	<u>\$19,097.64</u>
Fund 800 - Risk Management(S0203)			
Department 10 - Legal			
Program 100000 - Main			
Account 52430 - Uniforms and Tools			
8613 - Crane's Leather & Shoe Shop, INC	10-A. Cornwell-safety shoes (6.5M)-2/22/20	03/20/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-S. Arthur-safety shoes (10 1/2EE)-2/28/20	03/20/2020	100.00
	Account 52430 - Uniforms and Tools Totals	2	<u>\$200.00</u>
Account 53410 - Liability / Casualty Premiums			
1847 - Hylant of Indianapolis, LLC	10-Worker Comp Excess Buffer 1/1/19 - 2/20/20	03/20/2020	4.87
	Account 53410 - Liability / Casualty Premiums Totals	1	<u>\$4.87</u>
Account 53420 - Worker's Comp & Risk			
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Sharp/Kinser -202035	03/11/2020	1,201.09
	Account 53420 - Worker's Comp & Risk Totals	1	<u>\$1,201.09</u>
	Program 100000 - Main Totals	4	<u>\$1,405.96</u>
	Department 10 - Legal Totals	4	<u>\$1,405.96</u>
	Fund 800 - Risk Management(S0203) Totals	4	<u>\$1,405.96</u>
Fund 801 - Health Insurance Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
3977 - Cigna Health & Life Insurance Company	12-Cigna Dental/Vision Admin \$9,848.11	03/20/2020	2,092.20
18539 - Life Insurance Company Of North America	12-February 2020 LINA \$37,092.99	03/20/2020	4,292.51
	Account 53990 - Other Services and Charges Totals	2	<u>\$6,384.71</u>
Account 53990.1201 - Other Services and Charges Health Insurance			
3928 - Aim Medical Trust	12-March 2020 Insurance Premiums \$896,258.46	03/09/2020	896,258.46
3908 - CIGNA Healthcare	12-Cigna Dental Claim Funding \$42,001.29	03/12/2020	42,001.29
	Account 53990.1201 - Other Services and Charges Health Insurance Totals	2	<u>\$938,259.75</u>
Account 53990.1278 - Other Services and Charges Disability LTD			
18539 - Life Insurance Company Of North America	12-February 2020 LINA \$37,092.99	03/20/2020	6,593.50
	Account 53990.1278 - Other Services and Charges Disability LTD Totals	1	<u>\$6,593.50</u>
	Program 120000 - Main Totals	5	<u>\$951,237.96</u>



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Department 12 - Human Resources Totals	5	\$951,237.96
Fund 801 - Health Insurance Trust Totals	5	\$951,237.96

Fund 802 - Fleet Maintenance(\$9500)

Department **17 - Fleet Maintenance**

Program **170000 - Main**

Account **52230 - Garage and Motor Supplies**

50605 - Bauer Built, INC

50605 - Bauer Built, INC

4693 - Monroe County Tire & Supply, INC

4693 - Monroe County Tire & Supply, INC

17-tires-11R225 PXDY1 RTRD	03/20/2020	2,448.59
17-tires-TR Rodaco R2 Stand, Demount/Remount resilient	03/20/2020	1,582.92
17-tires-215/75R17.5-8	03/20/2020	1,602.00
17-tires-LT245/75R16-2	03/20/2020	336.96
Account 52230 - Garage and Motor Supplies Totals	4	\$5,970.47

Account **52240 - Fuel and Oil**

613 - Hoosier Penn Oil Company, INC

613 - Hoosier Penn Oil Company, INC

17-stock oil/fluids-5w40, AW 46	03/20/2020	5,282.36
17-stock oil/fluids-HD ATF	03/20/2020	1,599.97
Account 52240 - Fuel and Oil Totals	2	\$6,882.33

Account **52320 - Motor Vehicle Repair**

244 - Bloomington Ford, INC

244 - Bloomington Ford, INC

244 - Bloomington Ford, INC

244 - Bloomington Ford, INC

244 - Bloomington Ford, INC

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244 - Bloomington Ford, INC

244 - Bloomington Ford, INC

244 - Bloomington Ford, INC

5481 - Bright Equipment, INC (BobCat of Indy)

941 - Central Indiana Truck Equipment Corporation

17-misc parts-plug-oil drain	03/20/2020	10.79
17-misc parts-tube asy-brake	03/20/2020	41.18
17-misc. parts-sensor-hego	03/20/2020	203.72
17-misc. parts-cable asy-select	03/20/2020	33.08
17-misc. parts-A: motor asy	03/20/2020	16.32
17-misc parts-AD: sender Asy-fuel	03/20/2020	720.04
17-misc parts-MR 4Align: 4 wheel alignment	03/20/2020	49.95
17-misc. parts-MR towing: vehicle towed	03/20/2020	40.00
17-core return-Invoice #5068242	03/20/2020	(100.00)
17-misc parts-wire asy-fuel se, reservoir asy, kit-hardware	03/20/2020	1,044.60
17-misc parts-A: motor asy	03/20/2020	16.32
17-misc parts-A: gasket	03/20/2020	10.45
17-misc parts-tube asy, hose-oil cooler	03/20/2020	65.64
17-misc parts-tube-oil filler	03/20/2020	45.70
17-parts return-cover and contact-Inv. #5068229	03/20/2020	(95.35)
17-#867 hi pressure switch	03/20/2020	64.91
17-#958 steel line	03/20/2020	96.22



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4335 - Circle Distributing, INC	17-misc parts-front wall Mercon LV	03/20/2020	63.60
4335 - Circle Distributing, INC	17-sensor ASM-tire press Ind	03/20/2020	54.66
4335 - Circle Distributing, INC	17-Transmission Fluid - Stock	03/20/2020	95.40
4335 - Circle Distributing, INC	17-replaces TX594	03/20/2020	122.96
5792 - Clark Truck Equipment Co., INC	17-#4461/stock ujoins	03/20/2020	138.09
21104 - Cummins Crosspoint, LLC	17-#601-valve cover gasket, CV element	03/20/2020	266.47
21104 - Cummins Crosspoint, LLC	17-#601- crankcase breather	03/20/2020	363.97
21104 - Cummins Crosspoint, LLC	17-#601 - pressure sensor, connection gasket	03/20/2020	196.00
594 - Curry Auto Center, INC	17-misc parts-N-switch	03/20/2020	31.35
594 - Curry Auto Center, INC	17 - #875 OSL for sensor replacement	03/20/2020	33.12
594 - Curry Auto Center, INC	17-misc parts-blower motor resistor	03/20/2020	81.62
594 - Curry Auto Center, INC	17-misc. parts-SL-N-bearing	03/20/2020	181.44
594 - Curry Auto Center, INC	17-misc parts-trailer plug	03/20/2020	51.83
4992 - Fleetpride, INC	17-#560 brake drums and seals	03/20/2020	815.90
4992 - Fleetpride, INC	17-#560 brake shoe kit, brake drum	03/20/2020	397.10
4992 - Fleetpride, INC	17-#560 brake drum	03/20/2020	578.80
4992 - Fleetpride, INC	17-core return credit-Inv. #46598552	03/20/2020	(160.00)
796 - Interstate Battery System of Bloomington, INC	17-batteries-31-MHD, 31P-MHD, MTP-65HD	03/20/2020	590.34
796 - Interstate Battery System of Bloomington, INC	17-batteries-CR2032	03/20/2020	8.00
11672 - Jack Doheny Companies, INC	17 - #601 hose, water	03/20/2020	143.78
11672 - Jack Doheny Companies, INC	17 - #601 switch	03/20/2020	43.98
11672 - Jack Doheny Companies, INC	17- leafer parts for repairs-AY-front and rear curtains	03/20/2020	1,071.74
11672 - Jack Doheny Companies, INC	17-#467 brake pressure switch	03/20/2020	58.76
4439 - JX Enterprises, INC	17-misc. peterbilt parts-cable-hood restraint, brake-valve	03/20/2020	314.98
4439 - JX Enterprises, INC	17 - credit for returned parts-Inv. #27126412P	03/20/2020	(191.00)
4439 - JX Enterprises, INC	17-misc. peterbilt parts-valve relay R12	03/20/2020	58.92
4439 - JX Enterprises, INC	17 - #442 Air tanks and straps	03/20/2020	1,498.92
4439 - JX Enterprises, INC	17-#438 sensor-nitrogen oxide	03/20/2020	446.60
4439 - JX Enterprises, INC	17-core return-Invoice #27124979P	03/20/2020	(91.28)
4439 - JX Enterprises, INC	17-misc. peterbilt parts-Nut-mounting diagnostic conn	03/20/2020	7.69
4439 - JX Enterprises, INC	17-#485-primary brake air gauge kit	03/20/2020	126.11



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2974 - MacAllister Machinery Co, INC	17 - #602 retainer pins	03/20/2020	1.17
680 - NCH Corporation- Partsmaster	17-stock-lug copper flared, washer split lock, fittings	03/20/2020	227.72
4608 - Reliable Transmission Service-Midwest, INC	17-#659 transmission seal	03/20/2020	38.02
54351 - Sternberg, INC	17-steering box shaft seal	03/20/2020	165.89
54351 - Sternberg, INC	17-HVAC controller	03/20/2020	38.60
54351 - Sternberg, INC	17-core credit--2	03/20/2020	(40.00)
54351 - Sternberg, INC	17-remanufactshed16, core deposit	03/20/2020	95.95
54351 - Sternberg, INC	17-remanufactshed16, core deposit-2/17/20	03/20/2020	93.74
54351 - Sternberg, INC	17-mirror, reajohn	03/20/2020	453.46
6216 - Terminal Supply, INC	17-11" mini lightbar	03/20/2020	1,208.00
6216 - Terminal Supply, INC	17-11" mini lightbar-2/20/20	03/20/2020	302.00
582 - Town & Country Chrysler Dodge Jeep, INC	17-misc. parts-exhaust, sensor: oxygen	03/20/2020	1,055.12
622 - Truck Country of Indiana, INC (Stoops Freightliner)	17-credit for return-Inv. X301482500:01	03/20/2020	(281.84)
622 - Truck Country of Indiana, INC (Stoops Freightliner)	17-#4461-spring, screw assy, grille-front silver	03/20/2020	1,036.26
622 - Truck Country of Indiana, INC (Stoops Freightliner)	17-#964 replace def cap	03/20/2020	37.09
4398 - TruckPro Holding Corporation	17-misc parts-support brkt	03/20/2020	61.97
4398 - TruckPro Holding Corporation	17-glad hand swivels and hand seals	03/20/2020	137.26
2096 - West Side Tractor Sales CO.	17-misc jd parts-oil filter, seal, filter element, 1 gal oil	03/20/2020	230.80
2096 - West Side Tractor Sales CO.	17-misc jd parts-pin, Fangg tooth	03/20/2020	214.91
2096 - West Side Tractor Sales CO.	17-#608 remove engine, replace oil pan, reverse and	03/20/2020	636.30
	Account 52320 - Motor Vehicle Repair Totals	68	<u>\$15,375.84</u>
Account 52420 - Other Supplies			
409 - Black Lumber Co. INC	17-Shop-poly brush, enamel gloss black-3/3/20	03/20/2020	5.78
7041 - Hawkins Bailey Warehouse, INC	17 - gauges- tank	03/20/2020	226.60
4918 - HELM, INC	17 - Ford IDS software	03/20/2020	800.00
177 - Indiana Oxygen Company, INC	17-shop-oxygen-compressed	03/20/2020	116.01
177 - Indiana Oxygen Company, INC	17-welding jacket	03/20/2020	33.41
6217 - Michael Todd & Company, INC	17 - rechargeable led road flares	03/20/2020	601.64
	Account 52420 - Other Supplies Totals	6	<u>\$1,783.44</u>
Account 53230 - Travel			
5183 - Frank L Robinson	17-reimb pkg-Truck Show in Indy-3/5/20	03/20/2020	18.00
	Account 53230 - Travel Totals	1	<u>\$18.00</u>



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Account 53410 - Liability / Casualty Premiums

1847 - Hylant of Indianapolis, LLC

10-Worker Comp Excess Buffer 1/1/19 - 2/20/20	03/20/2020	34.11
Account 53410 - Liability / Casualty Premiums Totals	1	\$34.11

Account 53620 - Motor Repairs

594 - Curry Auto Center, INC

4474 - Ken's Westside Service & Towing, LLC

4474 - Ken's Westside Service & Towing, LLC

622 - Truck Country of Indiana, INC (Stoops Freightliner)

2096 - West Side Tractor Sales CO.

17 - #875 OSL for sensor replacement	03/20/2020	154.95
17-tow in Unit #423-2/26/20	03/20/2020	932.47
17-towing-Unit #10-3/3/20	03/20/2020	225.00
17-#964 replace def cap	03/20/2020	31.20
17-#608 remove engine, replace oil pan, reverse and	03/20/2020	1,215.00
Account 53620 - Motor Repairs Totals	5	\$2,558.62

Account 53650 - Other Repairs

3286 - Peacetree, INC (PEI Maintenance)

17 - repairs to pump # 5 at adams street	03/20/2020	130.50
Account 53650 - Other Repairs Totals	1	\$130.50

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC

19171 - Aramark Uniform & Career Apparel Group, INC

19171 - Aramark Uniform & Career Apparel Group, INC

19171 - Aramark Uniform & Career Apparel Group, INC

17-uniform rental (minus payroll ded)-02/26/20	03/20/2020	15.94
17-mat/towel service-2/26/20	03/20/2020	69.56
17-uniform rental (minus payroll ded)-2/4/20	03/20/2020	15.94
17-mat/towel service-3/4/20	03/20/2020	69.56
Account 53920 - Laundry and Other Sanitation Services Totals	4	\$171.00

Account 53990 - Other Services and Charges

3560 - First Financial Bank / Credit Cards

17-title fees-2020 trailer	03/20/2020	15.00
Account 53990 - Other Services and Charges Totals	1	\$15.00

Account 54310 - Improvements Other Than Building

321 - Harrell Fish, INC (HFI)

17-Fleet Maint-wash bay piping-3/4/20	BC 2019-124	03/20/2020	21,500.00
Account 54310 - Improvements Other Than Building Totals	1	\$21,500.00	

Program **170000 - Main Totals** 94 **\$54,439.31**

Department **17 - Fleet Maintenance Totals** 94 **\$54,439.31**

Fund **802 - Fleet Maintenance(\$9500) Totals** 94 **\$54,439.31**

Fund 804 - Insurance Voluntary Trust

Department **12 - Human Resources**

Program **120000 - Main**

Account 53990.1241 - Other Services and Charges Vision

3977 - Cigna Health & Life Insurance Company

12-Cigna Dental/Vision Admin \$9,848.11	03/20/2020	7,755.91
Account 53990.1241 - Other Services and Charges Vision Totals	1	\$7,755.91



Board of Public Works Claim Register

Invoice Date Range 03/07/20 - 03/20/20

Account 53990.1271 - Other Services and Charges Section 125 - URM- City			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/09/2020	805.62
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/09/2020	259.72
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/09/2020	643.01
17785 - The Howard E. Nyhart Company, INC	12-City URM	03/10/2020	37.07
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/11/2020	355.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/12/2020	493.07
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-3/12/20	03/13/2020	526.66
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		7	<u>\$3,120.15</u>
Account 53990.1273 - Other Services and Charges Term Life			
18539 - Life Insurance Company Of North America	12-February 2020 LINA \$37,092.99	03/20/2020	16,319.68
Account 53990.1273 - Other Services and Charges Term Life Totals		1	<u>\$16,319.68</u>
Account 53990.1277 - Other Services and Charges Disability STD			
18539 - Life Insurance Company Of North America	12-February 2020 LINA \$37,092.99	03/20/2020	9,887.30
Account 53990.1277 - Other Services and Charges Disability STD Totals		1	<u>\$9,887.30</u>
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/09/2020	35.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/09/2020	104.52
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/09/2020	159.40
17785 - The Howard E. Nyhart Company, INC	12-DDC/URM Utilities	03/10/2020	250.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/11/2020	25.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/12/2020	225.00
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-3/12/20	03/13/2020	267.33
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		7	<u>\$1,066.25</u>
Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util			
17785 - The Howard E. Nyhart Company, INC	12-DDC/URM Utilities	03/10/2020	961.55
Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util Totals		1	<u>\$961.55</u>
Account 53990.1283 - Other Services and Charges Health Savings Account			
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	03/12/2020	18,211.79
Account 53990.1283 - Other Services and Charges Health Savings Account Totals		1	<u>\$18,211.79</u>
Program 120000 - Main Totals		19	<u>\$57,322.63</u>
Department 12 - Human Resources Totals		19	<u>\$57,322.63</u>
Fund 804 - Insurance Voluntary Trust Totals		19	<u>\$57,322.63</u>



Board of Public Works Claim Register

Invoice Date Range 03/07/20 - 03/20/20

Fund **978 - City 2016 GO Bond Proceeds**

Department **06 - Controller's Office**

Program **06016B - 2016 B Ped/Signal/Intersection**

Account **54510 - Other Capital Outlays**

18844 - First Financial Bank, N.A.

467 - Groomer Construction, INC

13 - Downtown Curb Ramps--Phase II-5/13-9/6/19-

03/20/2020

23,689.30

13 - Downtown Curb Ramps--Phase II-5/13-9/6/19

BC 2019-52

03/20/2020

438,027.44

Account **54510 - Other Capital Outlays** Totals

2

\$461,716.74

Program **06016B - 2016 B Ped/Signal/Intersection** Totals

2

\$461,716.74

Program **06016C - 2016 C Jackson Trail**

Account **54310 - Improvements Other Than Building**

16 - Butler, Fairman & Seufert, INC

13-Jackson Creek Trail Phase 2_Design-12/1/19-1/31/20 BC 2019-11

03/20/2020

5,699.00

Account **54310 - Improvements Other Than Building** Totals

1

\$5,699.00

Program **06016C - 2016 C Jackson Trail** Totals

1

\$5,699.00

Department **06 - Controller's Office** Totals

3

\$467,415.74

Fund **978 - City 2016 GO Bond Proceeds** Totals

3

\$467,415.74

322

\$2,144,663.70

REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
3/20/2020	Claims				2,144,663.70
					<u>2,144,663.70</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of **322** claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **\$ 2,144,663.70**

Dated this 17th day of March year of 2020.

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 _____