

Board of Public Works Meeting
April 14, 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
April 14, 2020

A Regular Meeting of the Board of Public Works to be held through Virtual Meeting on Tuesday, April 14, 2020 at 5:30 p.m.

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.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. CONSENT AGENDA

1. Approval of Minutes – March 31, 2020
2. Approval of Payroll
3. Approve Renewal #1 to Contact with Brad Gilliland Excavating, Inc., for Sidewalk Removal and Replacement Project

IV. NEW BUSINESS

1. Approve Supplement #1 for Beam, Longest and Neff, LLC for Construction Inspection Contract on 17th Street Reconstruction Project
2. Approve Construction Inspection Project with Clark Dietz, Inc. for the Kirkwood Maintenance Project
3. Approve Change Order #1 with E&B Paving, Inc. for the Arlington and Bloomfield Road Paving Project
4. Approve MOU Regarding Paved Side Ditch for Arlington and Bloomfield Road Paving Project
5. Approve Change Order #1 with E&B Paving, Inc. for the Kirkwood Maintenance Project
6. Approve Change Order #1 with CE Solutions for Walnut Street Garage Repairs and Waterproofing
7. Approve 2020 Morton Street Garage Elevator Service Contract with Kone Elevator

V. STAFF REPORTS & OTHER BUSINESS

VI. APPROVAL OF CLAIMS

VII. ADJOURNMENT

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

The Board of Public Works meeting was held on Tuesday, March 31 2020, at 5:30 pm virtually through Zoom with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Dana Palazzo

ROLL CALL

City Staff: Adam Wason – Public Works
April Rosenberger – Public Works
Craig Shonkwiler – Planning and Transportation
Neil Kopper – Planning and Transportation
Paul Kehrberg – Planning and Transportation
Jane Fleig – City of Bloomington Utilities

Palazzo wanted to thank Adam Wason for his leadership during this time. She also wanted to thank the crews that are out working. Cox Deckard agreed and also wanted to comment that today is the last day of Women’s History month. She looks forward to celebrating the women in the community at a later date.

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

CONSENT AGENDA

- 1. Approval of Minutes – March 17, 2020**
- 2. Approval of Payroll**

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

NEW BUSINESS

Adam Wason, Public Works, presented Approve 2020 Buskirk-Chumley Management Partnership Agreement. See meeting packet for details.

Approve 2020 Buskirk-Chumley Management Partnership Agreement

Palazzo made a motion to Approve 2020 Buskirk-Chumley Management Partnership Agreement. Cox Deckard seconded. Motion is passed.

Wason presented Approve Acceptance of Public Improvements with Patterson Pointe Development. See meeting packet for details.

Approve Acceptance of Public Improvements with Patterson Pointe Development

Palazzo made a motion to Approve Acceptance of Public Improvements with Patterson Pointe Development. Cox Deckard seconded. Motion is passed.

Neil Kopper, Planning and Transportation, presented Approve Construction Inspection Contract with HWC Engineering for Adams Street Sidewalk and Intersection Improvements Project. See meeting packet for details.

Approve Construction Inspection Contract with HWC Engineering for Adams Street Sidewalk and Intersection Improvements Project

Palazzo made a motion to Approve Construction Inspection Contract with HWC Engineering for Adams Street Sidewalk and Intersection Improvements Project. Cox Deckard Seconded. Motion is passed.

Wason presented Approve Contract with E-One for Procurement of Two Tactical Vehicles for Bloomington Fire Department. See meeting packet for details.

Approve Contract with E-One for Procurement of Two Tactical Vehicles for Bloomington Fire Department

Board Comments: Palazzo needed clarification on how many fire trucks there are in this item. Wason confirmed there are two fire trucks. Wason requested to have this item split into two motions. Cox Deckard asked why this item is being brought to the Board of Public Works when other public safety equipment gets passed through the Board of Public Safety. Wason said it depends on where the funding comes from.

Palazzo made a motion to Approve Contract with E-One for Procurement of the Aerial Fire Apparatus for Bloomington Fire Department. Cox Deckard Seconded. Motion is passed.

Palazzo made a motion to Approve Contract with E-One for Procurement of the Fire Engine for Bloomington Fire Department. Cox Deckard Seconded. Motion is passed.

Paul Kehrberg, Planning and Transportation, presented Approve Request from Reynolds Construction, LLC for Temporary Lane Closure on S. Franklin Rd. See meeting packet for details.

Board Comments: Cox Deckard asked if businesses will have access due to this closure. Jane Fleig, City of Bloomington Utilities, did confirm that they will have access. Cox Deckard asked if there will be any issues with access for large delivery trucks. The MOT is set up to have wide enough lanes for truck traffic to get in and out.

Palazzo made a motion to Approve Request from Reynolds Construction, LLC for Temporary Lane Closure on S. Franklin Rd. Cox Deckard Seconded. Motion is passed.

Approve Request from Reynolds Construction, LLC for Temporary Lane Closure on S. Franklin Rd. (April 13th- July 10th)

Wason wanted to thank the City staff members during these unprecedented times. The big maintenance projects are getting moved up. The Kirkwood Maintenance project is starting tomorrow, April 1, 2020, with E&B Paving. E&B Paving is also contracted for paving work on 2nd Street and Arlington Rd. Arlington Road is completely milled and ready for pavement. All contractors and employees are following safety protocols. They are following the CDC recommendations to keep everyone safe.

STAFF REPORTS & OTHER BUSINESS

Palazzo made a motion to approve claims in the amount of \$398,410.12. Cox Deckard seconded. Claims are approved.

APPROVAL OF CLAIMS

Cox Deckard called for adjournment. Meeting adjourned at 5:59 P.M.

ADJOURNMENT

Accepted By:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
4/9/2020	Payroll				436,951.16
					<u>436,951.16</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 \$ 436,951.16

Dated this 14th day of April 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: Renewal #1 for Sidewalk Assistance Replacement Project

Petitioner/Representative: Department of Public Works

Staff Representative: Michael Large, Public Works Administration

Meeting Date: April 14, 2020

This project is to facilitate the reimplementation of the Sidewalk Repair Assistance Program also known as the 50/50 program. Project participants partner with the City to pay half of the costs for labor and material to complete repairs of the sidewalk adjacent to their property. The projects include the identification of missing or failing segments of sidewalk infrastructure, rated as poor, in areas of the City located within Community Development Block Grant zones as determined by the Department of Housing and Urban Development. This project provides financial assistance to owner occupied residents to assist in the removal and replacement of broken or missing portions of the sidewalk infrastructure. This project will improve the overall connectivity and walkability of the City.

This is the first renewal of the original contract approved by the Board of Public Works on September 17, 2019. The contractor was selected from the open market, because no response was received from the request for quotes issued for this project. The not to exceed cost for this contract is Forty-Five Thousand dollars. Staff recommends the Board's approval of this agreement.

Approval: Michael Large, Special Projects Manager, Public Works Administration

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

Brad Gilliland Excavating Inc.

FOR

West Howe Street and East University Street Sidewalk Replacement Project

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Brad Gilliland Excavating Inc., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for replacement of damaged sidewalks on West Howe Street, (more particularly described in Attachment A, "Scope of Work"; and

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

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

WHEREAS, CONTRACTOR was selected from the open market because no quotes were received in response to the City's request for quotes for said project.

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 90 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided. The CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Forty-Five Thousand Dollars (\$45,000). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the

escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03. Successors and Assigns

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

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

5.04. Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.

12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05. Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08. Non-Discrimination

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

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

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

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

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

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

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

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

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

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

5.09. Workmanship and Quality of Materials

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

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

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

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

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

5.11. Amendments/Changes

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

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

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

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

5.12. Performance Bond and Payment Bond

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

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

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

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

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

5.13.01 The surety of the Payment Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Brad Gilliland Excavating Inc.
Attn: Michael Large, Public Works Admin	Attn: Brad Gilliland, President
P.O. Box 100 Suite 120	2825 E. Mel Currie Rd.
Bloomington, Indiana 47402	Bloomington, IN 47408-9306

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

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

5.17. Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18. Verification of Employees' Immigration Status

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

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

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

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

5.19 Non-Collusion

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

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


DATE: September 17, 2019


City of Bloomington
Bloomington Board of Public Works

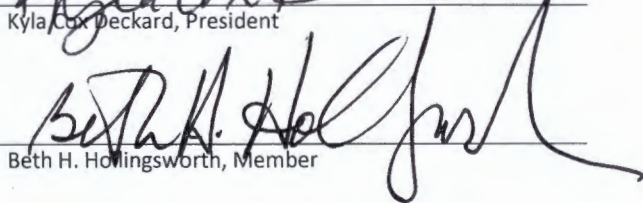
Brad Gilliland Excavating Inc.

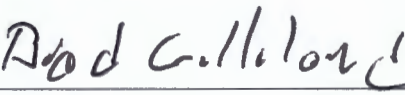
BY:

BY:



Kyla Cox Beckard, President

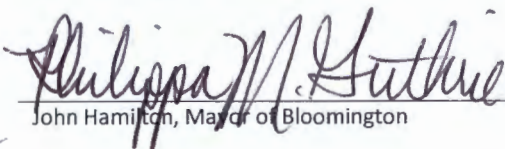

Signature


Beth H. Howlingsworth, Member



Printed

Dana Palazzo, Member


Title


John Hamilton, Mayor of Bloomington

CITY OF BLOOMINGTON
Controller

Reviewed by: 
DATE: 9-17-19
FUND/ACCT: 601-02-5232

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 9.13.19

ATTACHMENT 'A'

"SCOPE OF WORK"

West Howe Street and East University Street Sidewalk Replacement Project

This project shall include, but is not limited to:

1. Removal of damaged sidewalk panels identified by staff.
2. Dirt work to prepare area for reinstallation of approved sidewalk panels.
3. Installation of compliant forms in preparation for sidewalk installation.
4. Installation of concrete panels.
5. Finishing of concrete panels including installation of expansion joints.
6. Removal of forms and all other construction material including excess concrete material.
7. Job site cleanup ensuring properties are free of excess dirt and concrete material.

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF Merroe)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the Owner of Brad Gilliland Excavatory INC
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.

William Bradley Gilliland

Signature

William Bradley Gilliland

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Merroe)



Before me, a Notary Public in and for said County and State, personally appeared William B. Gilliland and acknowledged the execution of the foregoing this 18 day of September, 2019.

My Commission Expires: October 16, 2024

[Signature]
Notary Public's Signature

County of Residence: Owen

Carly K. Hankins
Printed Name of Notary Public

692102
Commission Number

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into this 17th day of September, 2019, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and Brad Gilliland Excavating, Inc., (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Owner and Contractor entered into an Agreement dated the 17th day of September, 2019, in the amount of \$45,000, 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: _____

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: Brad Gilliland

Title: President

Tax I.D. No.: 842932957

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 its 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: _____

Adam Wason, Director
Public Works Department

Printed Name: _____

Title: _____

Dated: _____

Escrow Agent
First Financial Bank

By: _____

Printed Name and Title

RENEWAL #1 TO SIDEWALK ASSISTANCE REPLACEMENT PROJECT
between the
CITY OF BLOOMINGTON
and
BRAD GILLILAND EXCAVATING, INC.

This Renewal #1 extends the 2019 contract for the Sidewalk Assistance Replacement Project with Brad Gilliland Excavating, Inc. ("Contract") as follows:

1. On September 17, 2019, the Board of Public Works awarded the sidewalk assistance replacement project to Brad Gilliland Excavating, Inc. with a not to exceed cost of \$45,000. Renewal of this Agreement for two (2) consecutive one year terms is allowed. Brad Gilliland has informed the City that he is willing to renew the 2019 contract for an additional year (First Renewal) and will provide sidewalk replacement at the not to exceed cost contained in the 2019 contract. The City and Brad Gilliland Excavating, Inc. agree to a one (1) year renewal of the contract, which shall commence on the date of award and shall continue through December 31, 2020.
2. In all other respects, the agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed the day and year last written below:

CITY OF BLOOMINGTON

BRAD GILLILAND EXCAVATING, INC.

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

By: _____

Name and Title

Date: _____

Date: _____

By: _____
Adam Wason, Director
Public Works Department

Date: _____

By: _____
Philippa M. Guthrie, Corporation Counsel

Date: _____



Board of Public Works Staff Report

Project/Event: Supplement #1 for Construction Inspection with Beam, Longest and Neff, L.L.C. for the 17th Street Reconstruction Project

Petitioner/Representative: Planning & Transportation Department

Staff Representative: Matt Smethurst

Date: April 14, 2020

Report: This project is anticipated to improve safety and accessibility for pedestrian, bicycle, and motor vehicle traffic on the West 17th Street corridor. Improvements include stormwater infrastructure, multiuse path on the north side of the street, sidewalk on the south side of the street, reconstructed roadway (one lane in each direction), conversion of Lindbergh Drive to a two-way street near 17th Street, and other work on 17th Street. Construction is expected to be completed in June, 2020.

On January 29th, 2019, the Board awarded a construction inspection contract to Beam, Longest and Neff, L.L.C. with a not to exceed amount of \$390,000.00. Due to unexpected project delays, BLN is requesting additional compensation to complete inspection services and the final construction record. This supplement to the contract will add approximately 648 hours of construction inspection at a cost of \$88,500.00 for a final not to exceed amount of \$478,500.00. Funding for this contract will be provided through the consolidated TIF pending approval by the RDC.

Recommendation and Supporting Justification: Staff recommends that the Board approves Contract Supplement #1 for Construction Inspection with Beam, Longest and Neff, L.L.C. for the 17th Street Reconstruction Project

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

CITY OF BLOOMINGTON, INDIANA

17TH Street Road Reconstruction
Lismore Drive to Monroe Street
Construction Observation
Supplement No. 1

FEE JUSTIFICATION

BEAM, LONGEST AND NEFF, L.L.C.
8320 Craig Street
Indianapolis, Indiana 46250
317-849-5832
(FAX) 317-841-4280

February 2020



SCOPE OF WORK

17TH Street Road Reconstruction
Lismore Drive to Monroe Street
Construction Observation
Supplement No. 1

CONSTRUCTION OBSERVATION

Construction Observation: We are currently providing construction observation services for the above referenced project in Bloomington, Indiana. Our original fee proposal assumed a full construction season in 2019 and approximately 8 weeks of additional work in 2020. Due to utility delays, the contractor has informed the City that their anticipated completion date will be approximately June 1, 2020. As a result, our RPR will be required to be on site longer than originally estimated.

We have provided herewith a manhour justification and draft Supplemental Agreement for the above item for your consideration.

**FEE JUSTIFICATION EXHIBIT
MAN-HOURS BY CLASSIFICATION
CONSTRUCTION OBSERVATION**

SUPPLEMENT

OWNER: **City of Bloomington**

PROJECT: **17th Street - Lismore Drive to Monroe Street**

DESCRIPTION: **Road Reconstruction**

Task	Man-hours by Classification			TOTAL
	DEPT. MGR.	RPR BLN	Assistant RPR	
Pre-Construction Activities	0	0	0	0
Tree Clearing and Misc - Part Time Inspections	0	0	0	0
Field Work	48	600	0	648
Post Constructon Activities	0	0	0	0
Final As Builts and Documentation	0	0	0	0
Total Hours	48	600	0	648
Hourly Rate	\$285.00	\$122.09	\$122.09	
Total Labor	\$13,680.00	\$73,254.00	\$0.00	\$86,934.00
Direct Non-Salary Costs				\$1,596.00
TOTAL				\$88,530.00
USE				\$88,500.00

Assumptions:

Letting Date:

1/29/19

Intermediate Completion Date:

5/29/20 (Original Intermediate Compl. Date 1/4/20)

Estimated Construction Cost

\$4,300,000.00

**FEE JUSTIFICATION EXHIBIT
MAN-HOURS BY CLASSIFICATION
CONSTRUCTION OBSERVATION**

**CONSTRUCTION OBSERVATION
DIRECT COSTS**

Task	X	Y	Z	TOTAL
MILEAGE:				
(X miles/week) x (Y weeks) x (\$0.38/mile) =	350	12	\$0.38	\$1,596.00
LODGING:				
(X weeks) x (4 nights per week) x (\$100/night) =	0	0	\$100.00	\$0.00
PER DIEM:				
(X weeks) x (5 days per week) x (\$26/day) =	0	0	\$26.00	\$0.00
Appia / Doc Express Software				
License for two years	0	0	\$2,000.00	\$0.00
XEROX COPIES (8.5x11):				
(X sets) x (Y pages/set) x (\$0.15/page)	0	0	\$0.150	\$0.00
TOTAL				\$1,596.00

SUPPLEMENTAL AGREEMENT
NO. 1

This Supplemental Agreement, made and entered into this ____ day of _____, 2020, by and between the City of Bloomington Planning and Transportation Department, acting by and through the Board of Public Works (hereinafter referred to as the "OWNER"), and Beam, Longest and Neff, L.L.C., Consulting Engineers, 8320 Craig Street, Indianapolis, Indiana 46250 (hereinafter referred to as the "CONSULTANT").

WITNESSETH:

WHEREAS, the OWNER and the CONSULTANT did enter into an Agreement, dated February 5, 2019, to provide professional engineering services for the construction observation of the 17th Street Road Reconstruction from Lismore Drive to Monroe Street, and,

WHEREAS, the construction duration has exceeded what was originally assumed and the RPR will be required to be on site longer than estimated, and,

WHEREAS, the CONSULTANT is qualified and prepared to perform the services required in said work and they agree to perform such services under the terms and conditions herein set forth, and,

WHEREAS, in order to provide for completion of the work as modified, it is necessary to amend and supplement the original Agreement,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. On page 3, Article 4 of the original Agreement, the not to exceed amount is increased by \$88,500.00 to \$478,500.00.
2. On page 11, Exhibit A-1 of the original Agreement, under Item 1, paragraph 1.1, the assumed time for a potential time extension is increased by an additional 12 weeks at 50 hours per week.
3. On page 12, Exhibit B of the original Agreement, the not to exceed amount is increased by \$88,500.00 to \$478,500.00.
4. On page 13, Exhibit C of the original Agreement, the estimated Intermediate Completion Date is extended to May 29, 2020 and the assumed duration for a potential time extension is increased by 12 weeks to 20 weeks.

5. Except as herein modified, changed and supplemented, all terms of the original Agreement, dated February 5, 2019, shall continue in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement No. 1 the day and year first above mentioned.

CONSULTANT:
BEAM, LONGEST AND NEFF, L.L.C.

OWNER:
BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

(James B. Longest, President)

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary

Philippa M. Guthrie, Corp. Counsel

ATTEST:

ATTEST:



Board of Public Works Staff Report

Project/Event: Approval of the Construction Inspection Contract with Clark Dietz, Inc. for the Kirkwood Maintenance Project

Project Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Date: April 14th, 2020

Report: This Project will include repaving Kirkwood Avenue from Walnut Street to Indiana Avenue, replacing the brick crosswalks with stamped concrete, and the installation of protective bollards at the intersections. The Project was awarded to E&B Paving Inc. on November 26th, 2019. In March of 2020, the Planning and Transportation Department issued a request for proposals for construction inspection services. Clark Dietz was selected from the four respondents as the most qualified to perform this service. This contract will provide construction inspection for the project for an amount not to exceed \$64,500.00. *(staff lead Roy Aten)*

Recommendation and Supporting Justification: City Staff has reviewed the change order and is recommending approval.

Recommend Approval Denial by: *Roy Aten*

PROFESSIONAL SERVICES AGREEMENT

Project Name (“Project”)

Construction Observation of Kirkwood Avenue Maintenance Project

This Agreement is by and between

City of Bloomington (“Client”)

*Planning and Engineering Department
401 North Morton Street, Suite 130
Bloomington, IN 47404*

and

Clark Dietz, Inc. (“Clark Dietz”)

*8900 Keystone Crossing, Suite 475
Indianapolis, IN 46240*

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in PART I - SERVICES BY CLARK DIETZ, and Clark Dietz agrees to perform the Services for the compensation set forth in PART III - COMPENSATION. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - IV and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Agreed to by Client

By: _____
Kyla Cox Deckard, President

By: _____
Beth H. Hollingsworth, Vice President

By: _____
Dana Palazzo, Secretary

By: _____
Phillipa M. Guthrie, Corporation Counsel

Agreed to by Clark Dietz

By:  _____
Title: Executive Vice President

Date: April 10, 2020

PART I
SERVICES BY CLARK DIETZ

A. Project Description

Construction Observation of Kirkwood Avenue from Walnut Street to Indiana Avenue

B. Scope

See attached Project Scope and Project Approach for additional details.

C. Schedule

Clark Dietz will be available starting March 30, 2020, until construction contract completion.

D. Assumptions/Conditions

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the location of the project.
2. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
3. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
4. Construction contract will be 90 days or less. Clark Dietz's inspection will be approximately $\frac{3}{4}$ time during those 90 days. Clark Dietz proposal assumed 40 full time days and 30 part time days of construction observation.

PART II
CLIENT'S RESPONSIBILITIES

Client shall, at its expense, do the following in a timely manner so as not to delay the Services:

A. Information/Reports

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

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be Roy Aten.**

C. Decisions

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

**PART III
COMPENSATION**

A. Compensation

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I - SERVICES BY CLARK DIETZ of this Agreement will be at the hourly billing rates shown below. The total compensation authorized by this Agreement will not exceed \$64,500, and shall include the following:

Project Manager (Eric Von Hoven)	\$145 per hour
Project Inspector (CR Mitchell)	\$98 per hour
Project Mileage	\$0.57 per mile
Appia License for City Usage	\$2000 for one license

B. Billing and Payment

1. Timing/Format
 - a. Invoices shall be submitted monthly for Services completed at the time of billing. Invoices shall be considered past due if not paid within 45 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation required by the Client.
 - b. If the Client fails to make payments within 45 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability to the Client for any damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement.
2. Billing Records
Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

PART IV STANDARD TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay increases the cost or time required for Clark Dietz to perform its services, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however, any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant
6. **ELECTRONIC MEDIA.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Clark Dietz, the Client agrees that all such electronic files are instruments of service of Clark Dietz, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of Clark Dietz. The Client further agrees that Clark Dietz shall have no responsibility or liability to Client or others for any changes made by anyone other than Clark Dietz or for any reuse of the electronic files without the prior written consent of Clark Dietz.

Any changes to the electronic specifications by either the Client or Clark Dietz are subject to review and acceptance by the other party. If Clark Dietz is required to expend additional effort to incorporate changes to the electronic file specifications made by the Client, these efforts shall be compensated for as Additional Services.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants (collectively, Clark Dietz) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Clark Dietz or from any use or reuse of the electronic files without the prior written consent of Clark Dietz.

The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the services and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Clark Dietz. Clark Dietz's services under this Agreement are being performed solely for

the Client's benefit, and no other party or entity shall have any claim against Clark Dietz because of this Agreement or the performance or nonperformance of services hereunder. The Client and Clark Dietz agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.

12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.

13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. The City of Bloomington, the Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

15. **LIMITATIONS OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and Clark Dietz, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Clark Dietz and their officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Clark Dietz and their officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed Clark Dietz's total fee for services rendered on this Project, or \$150,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

16. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

17. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

18. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

19. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

20. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.

21. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.
24. DISPUTE RESOLUTION. In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.
25. NON-DISCRIMINATION. Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non- discrimination in employment.



Board of Public Works Staff Report

Project/Event: Approve Change Order #1 for the Arlington Road and Bloomfield Road Paving Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Date: April 14th, 2020

Report: This local project was let on November 20th, 2019 and awarded to E&B Paving Inc. on November 26th, 2019. Work began in March and substantial completion is anticipated by June 30th, 2020. The Project includes the milling and repaving of Arlington Road and Bloomfield Road. After award and prior to construction it was discovered that heavy damage has occurred to the existing edge of pavement on the southern side of Bloomfield near the Twin Lakes Sports Complex. The damage is the result of a failed drainage ditch and overflow water cutting into the base. This change order will replace the failed ditch with a 485 FT concrete paved side ditch at a lump-sum cost of \$83,850.00. The cost of this change order will be shared between Public Works and the City's Utility Department.

Recommendation and Supporting Justification: City Staff has reviewed the change order and is recommending approval.

Recommend Approval Denial by: *Roy Aten*



E&B PAVING, LLC

April 1, 2020

Mr. Roy Aten
City of Bloomington Planning and Transportation

Re: Paved side ditch along Bloomfield Road

Mr. Aten:

As requested and reviewed with you onsite yesterday, we are supplying you with pricing to grade for and install approximately 485' of approx. 6' wide paved side ditch on the south side of Bloomfield Road between Weimer Road and I-69.

Our pricing includes the following items:

- Excavation for and placement of approximately 485' of 6' wide concrete paved side ditch.
- Grading and placement of riprap at the west end of the new paved side ditch
- Excavation and placement of asphalt shoulder (5" of HMA Base and 1.5" HMA Surface) between the existing asphalt and the new concrete paved side ditch
- Grading the back/south side of the ditch to tie into existing ground and seeding with straw blanket

Conditions are as follows:

No rock excavation is included in our pricing

Pricing assumes that the existing pipes under drives are in satisfactory condition, functional and adequately sized.

With the above items considered our price to complete this work is \$83,850.00

Please review and let us know how to proceed on this matter ASAP so that we can schedule our work accordingly.

Sincerely,

Garrett Gough
Estimator/Project Manager

AN EQUAL OPPORTUNITY EMPLOYER

2520 W Industrial Park Drive Bloomington, IN 47404

PHONE 812-334-7940 – FAX 812-334-7941

www.ebpaving.com

CHANGE ORDER



Project Name:	Change Order Number: 1	Requested By:	<input type="checkbox"/>
Arlington Road and Bloomfield Road Repaving	Date of Change Order: Friday, January 1, 2010	Owner	<input type="checkbox"/>
Contractor:	Engineer's Project #: BC-2019-131-CN	Engineer	<input type="checkbox"/>
E&B Paving, Inc.	NTP Date: Wednesday, April 1, 2020	Contractor	<input checked="" type="checkbox"/>
2520 W. Industrial Park Drive	Allowable Calendar Days: 90 (includes holiday's)	Field	<input type="checkbox"/>
Bloomington, Indiana 47404	Original Completion Date: Tuesday, June 30, 2020	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	Concrete Removal	1	\$83,850.00 / Lump Sum	83,850.00
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:	\$582,492.42
The net change by previously authorized Change Orders:	\$0.00
The Contract Sum prior to this Change Order was:	\$582,492.42
The Contract Sum will be changed by this Change Order in the amount of:	\$83,850.00
 The new Contract Sum including this Change Order will be:	 \$666,342.42
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:	 Tuesday, June 30, 2020

(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

Senior Project Manager	E&B Paving, Inc.	Board of Public Works
CE	CONTRACTOR	OWNER
401 North Morton Street	2520 W. Industrial Park Drive	401 North Morton Street
ADDRESS	Bloomington, Indiana 47404	ADDRESS
TYPED / PRINTED NAME	TYPED / PRINTED NAME	TYPED / PRINTED NAME
SIGNATURE	SIGNATURE	SIGNATURE



Board of Public Works Staff Report

Project/Event: Approve MOU with Public Works and City Utilities for Bloomfield Road Paved Side Ditch

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Date: April 14th, 2020

Report: This local project was let on November 20th, 2019 and awarded to E&B Paving Inc. on November 26th, 2019. Work began in March and substantial completion is anticipated by June 30th, 2020. The Project includes the milling and repaving of Arlington Road and Bloomfield Road. After award and prior to construction it was discovered that heavy damage has occurred to the existing edge of pavement on the southern side of Bloomfield near the Twin Lakes Sports Complex. The damage is the result of a failed drainage ditch and overflow water cutting into the base. In order to correct the failed drainage ditch a new concrete drainage ditch will be constructed. A Change Order for the new paved side ditch in the amount of \$83,850.00 will be presented at the April 14th, 2020 Board meeting. This MOU between Public Works and the City of Bloomington Utilities Department will split the cost of the ditch 50-50.

Recommendation and Supporting Justification: City Staff has reviewed the MOU and is recommending approval.

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND THE CITY OF BLOOMINGTON UTILITIES
FOR PAYMENT OF COSTS FOR
INSTALLATION OF A PAVED CONCRETE SIDE DITCH ON SOUTH SIDE
OF S. BLOOMFIELD ROAD BETWEEN WEIMER ROAD AND I-69**

WHEREAS, the City of Bloomington, Indiana (“City”), pursuant to statutory authority set out in Indiana Code Section 36-4-9-4, has established a Planning and Transportation Department (“Planning & Transportation”) which acts by and through the City’s Board of Public Works (“BPW”), and, pursuant to statutory authority set out in Indiana Code Section 8-1.5-3-3, has established the City of Bloomington Utilities Department (“CBU”) which acts by and through its Utilities Service Board (“USB”); and

WHEREAS, Public Works is engaged in the design and construction of certain improvements on S. Bloomfield Road, from Weimer Road to I-69 (“Project”); and

WHEREAS, this Memorandum of Understanding concerns the additional cost required to repair the edge of failing pavement which was discovered during the ongoing project to mill and repave Arlington Road and Bloomfield Road;

WHEREAS, this additional repair work was not a part of the original plan for this work or for the Agreement entered into with the Contractor; and

WHEREAS, the Public Works Department and CBU each intend to be responsible for one-half of the cost of all of the actual work paid to the Contractor pursuant to the contract and any addenda to the contract for the concrete paved side ditch installation work in an amount not to exceed \$41, 925.00, respectively.

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

1. Side Ditch Installation: The estimated cost for grading and installing approximately 485 feet of approximately 6 foot wide concrete paved side ditch to Bloomfield Road is \$83,850.
2. Inspections: CBU shall assist Public Works in regularly conducted construction inspections of the side ditch and final acceptance shall not occur until CBU has fully inspected and approved the newly installed concrete side ditch.

3. Payment Process: Contractor shall submit its invoices to Planning and Transportation. Planning and Transportation shall ensure that all invoices submitted by Contractor show a work completion percentage. Planning and Transportation shall promptly forward any and all invoices for costs associated with the concrete side ditch installation to CBU. CBU shall verify invoice accuracy and process payment directly to the Contractor up to the not to exceed amount of \$41,925.

4. Execution: This Memorandum of Understanding may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Memorandum.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding which shall become effective as of the date last entered below.

**CITY OF BLOOMINGTON
UTILITIES SERVICE BOARD**

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS**

Jean Capler, Vice President Date

Kyla Cox Deckard, President Date

Attest:

Beth H. Hollingsworth, Vice President Date

LaTreana Harrington

Dana Palazzo, Secretary Date

Date _____



Board of Public Works Staff Report

Project/Event: Approve Change Order #1 for the Kirkwood Maintenance Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Date: April 14th, 2020

Report: This local project was let on November 20th, 2019 and awarded to E&B Paving Inc. on November 26th, 2019. Work began on April 1st, 2020 and substantial completion is anticipated before August 9th, 2020. After award and prior to construction it was discovered that the current design of paving asphalt around the bollards would be difficult and result in a pavement that would be susceptible to cracking. This change order will raise the bollard foundations to the surface and direct the use of colored concrete to match the finished asphalt pavement. The total cost of this change order will be the addition of \$20,735.00 to the contract.

Recommendation and Supporting Justification: City Staff has reviewed the change order and is recommending approval.

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



E&B PAVING .Inc
World-Class Solutions at a Local Level™

February 28, 2020

Mr. Roy Aten
City of Bloomington

Re: Kirkwood Avenue Color for Cap on Bollard Foundations

Mr. Aten,

As requested we are supplying you with pricing for perform concrete coloring of the bollard foundations with Black. We plan to pour the top 6" of the foundation with integral Black Coloring. The colored concrete will be bonded to the lower concrete by the rebar in the foundations. Alternately we have provided a price to pour the entire foundation as colored concrete. Our concern with using shake on coloring on the surface is that if there is any chipping of the concrete from plows, etc, there place that is chipped will no longer be colored.

Place top 6" of Bollard Foundations with Black Integral Colored Concrete	\$14,860.00
Place all of Bollard Foundations with Black Integral Colored Concrete	\$20,735.00

Please let us know how you would like us to proceed on this matter are your earliest convenience.

Sincerely,

Garrett Gough

CHANGE ORDER



Project Name:	Change Order Number: 1	Requested By:
Kirkwood Maintenance Project	Date of Change Order: Friday, January 1, 2010	Owner <input checked="" type="checkbox"/>
Contractor:	Engineer's Project #: BC-2019-132-CN	Engineer <input type="checkbox"/>
E&B Paving, Inc.	NTP Date: Wednesday, April 1, 2020	Contractor <input type="checkbox"/>
2520 W. Industrial Park Drive	Allowable Calendar Days: 90 (includes holiday's)	Field <input type="checkbox"/>
Bloomington, Indiana 47404	Original Completion Date: Tuesday, June 30, 2020	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	32 702-51015, CONCRETE B, FOOTINGS	-36	\$750.00 / CYS	(27,000.00)
2	38 702-51015, CONCRETE B, FOOTINGS	-82	\$750.00 / CYS	(61,500.00)
3	42 702-51015, CONCRETE B, FOOTINGS	118	\$925.72 / CYS	109,235.00
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:	\$1,057,857.95
The net change by previously authorized Change Orders:	\$0.00
The Contract Sum prior to this Change Order was:	\$1,057,857.95
The Contract Sum will be changed by this Change Order in the amount of:	\$20,735.00
 The new Contract Sum including this Change Order will be:	 \$1,078,592.95
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:	 Tuesday, June 30, 2020

(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

Senior Project Manager	E&B Paving, Inc.	Board of Public Works
CE	CONTRACTOR	OWNER
401 North Morton Street	2520 W. Industrial Park Drive	401 North Morton Street
ADDRESS	Bloomington, Indiana 47404	ADDRESS
TYPED / PRINTED NAME	TYPED / PRINTED NAME	TYPED / PRINTED NAME
SIGNATURE	SIGNATURE	SIGNATURE



Board of Public Works Staff Report

Project/Event: Walnut Street Garage – 2020 CE Solutions Change Order #1
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 03.30.2020

Report:

As part of the 10 year garage capital improvement plan, we are repairing the Walnut Street Garage: These repairs include:

- Column Repairs
- Repairs on level 6 working down the facility
- Repairs and waterproofing, as recommended in the 2017 CE Solutions Repair Report

We have requested CE Solutions to add the Southeast Stair tower exterior to their bidding scope. This was requested after their original design scope was proposed and submitted on 12.16.2019. This includes:

- Roof replacement
- Concrete wall modifications
- Glass enclosure modifications
- New landing steps and a handrail to accommodate entrance change.

We have decided to add this scope of work to the overall 2020 Walnut Street Garage Repair Project scope of work instead of a separate work project in 2020 to take advantage of the awarded contractor being on site and the cost savings due to mobilization/demobilization of the work area.

Total cost = \$7,500

Funding Source will be: 452.26.260000.53650 (Other Repairs)

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

Board of Public Works
Staff Report

March 23, 2020

Ryan Daily
City of Bloomington – Parking Garage Manager
300 N. Morton St.
Bloomington, Indiana, 47404

Re: Scope/Fee Adjustment Request No. 1
City of Bloomington
Walnut Street Parking Garage Repairs and Waterproofing 2020
Bloomington, Indiana
CE Solutions Project No: 20-108

Dear Ryan,

CE Solutions respectfully submits the following Scope/Fee Adjustment Request (SFAR) for additional services on the captioned project:

Our SFAR is based on the following information:

- The City of Bloomington requested improvements at the Level 6 southeast stair enclosure which were not a part of the original project scope.

SCOPE ADJUSTMENT

The following ADDITIONAL SERVICES to the Agreement between the City of Bloomington and CE Solutions, Inc. have been requested and/or performed:

Assessment, design, construction documents, and construction administration for:

- Roof replacement of southeast stair enclosure
- Modification of level 6 southeast stair entrance from north to south side of enclosure
 - Concrete barrier wall modifications
 - Glass enclosure modifications
 - New landing, steps, and handrail to accommodate entrance change

FEE ADJUSTMENT

CE Solutions intends to perform the ADJUSTED SCOPE OF SERVICES on a firm fixed fee basis in the amount of \$7,500.

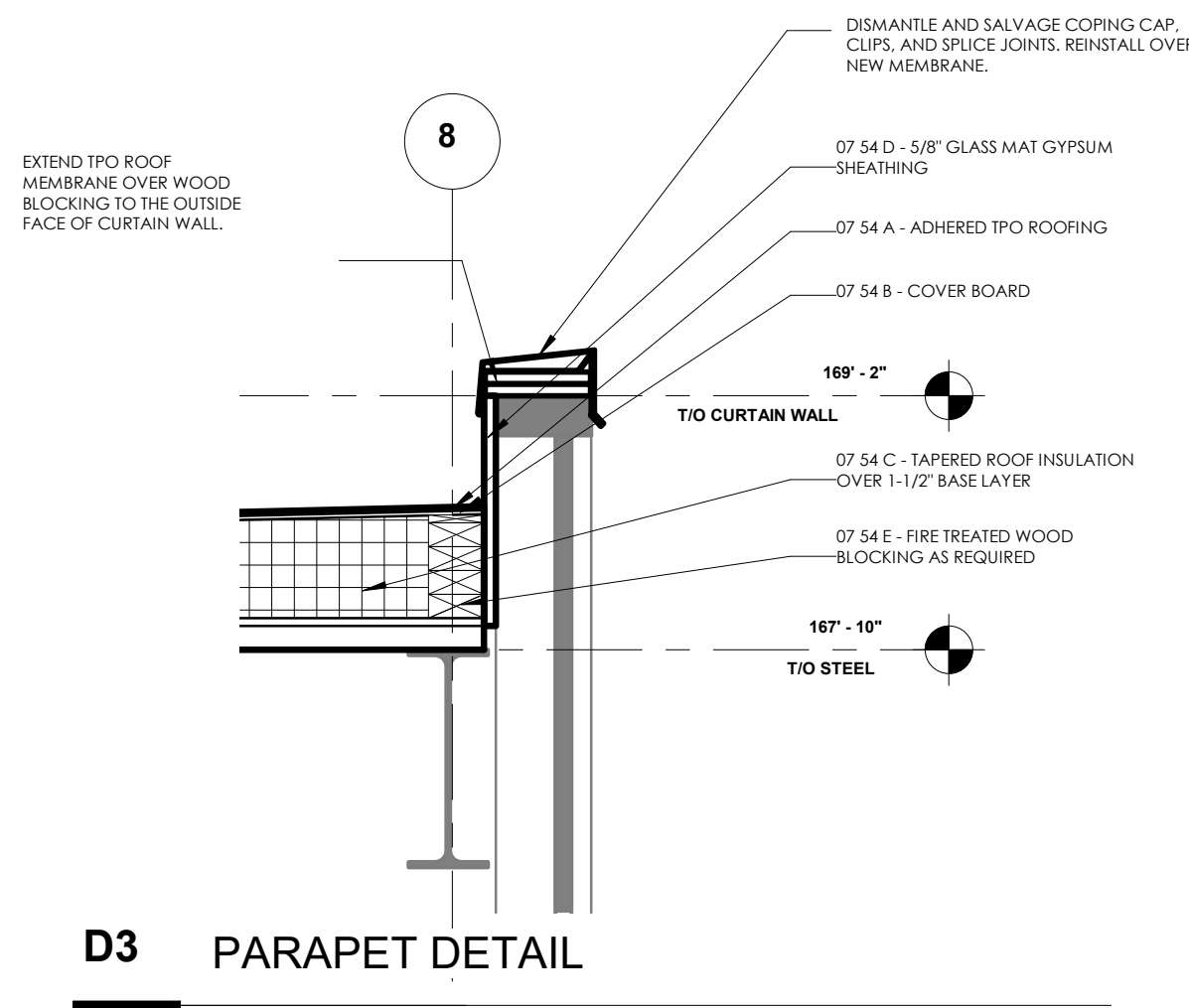
Original Basic Services Contract Amount:	\$46,000
<u>Fee Adjustment Request No. 1:</u>	<u>\$7,500</u>
Adjusted Basic Services Contract Fee:	\$53,500

Ryan, we value very much our relationship with The City of Bloomington. Thank you again for selecting CE Solutions for your structural engineering needs. Should you have any questions or wish to discuss this matter further, please don't hesitate to contact the undersigned.

Very truly yours,

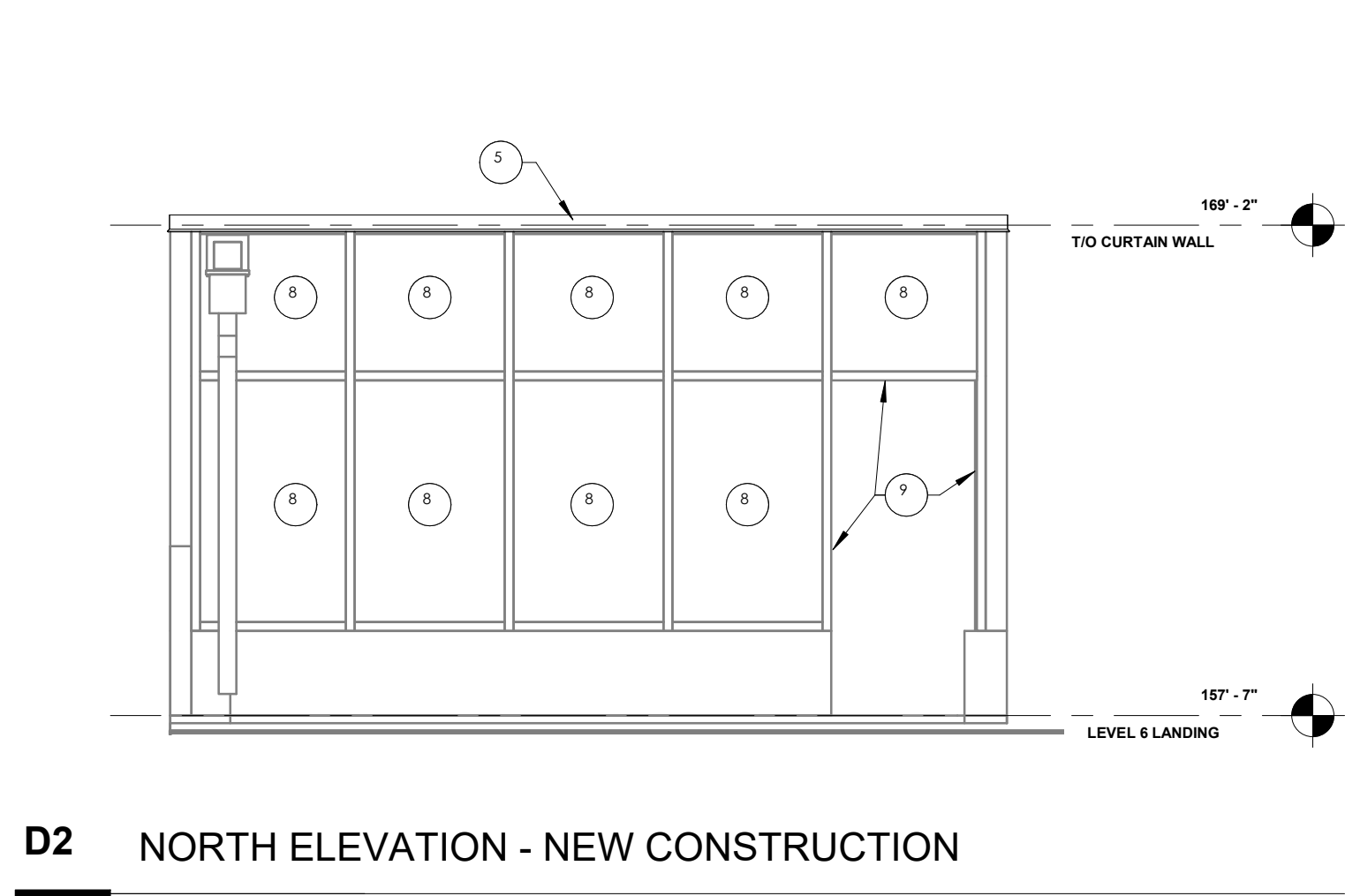


Carrie L. Walden, PE
Senior Project Manager



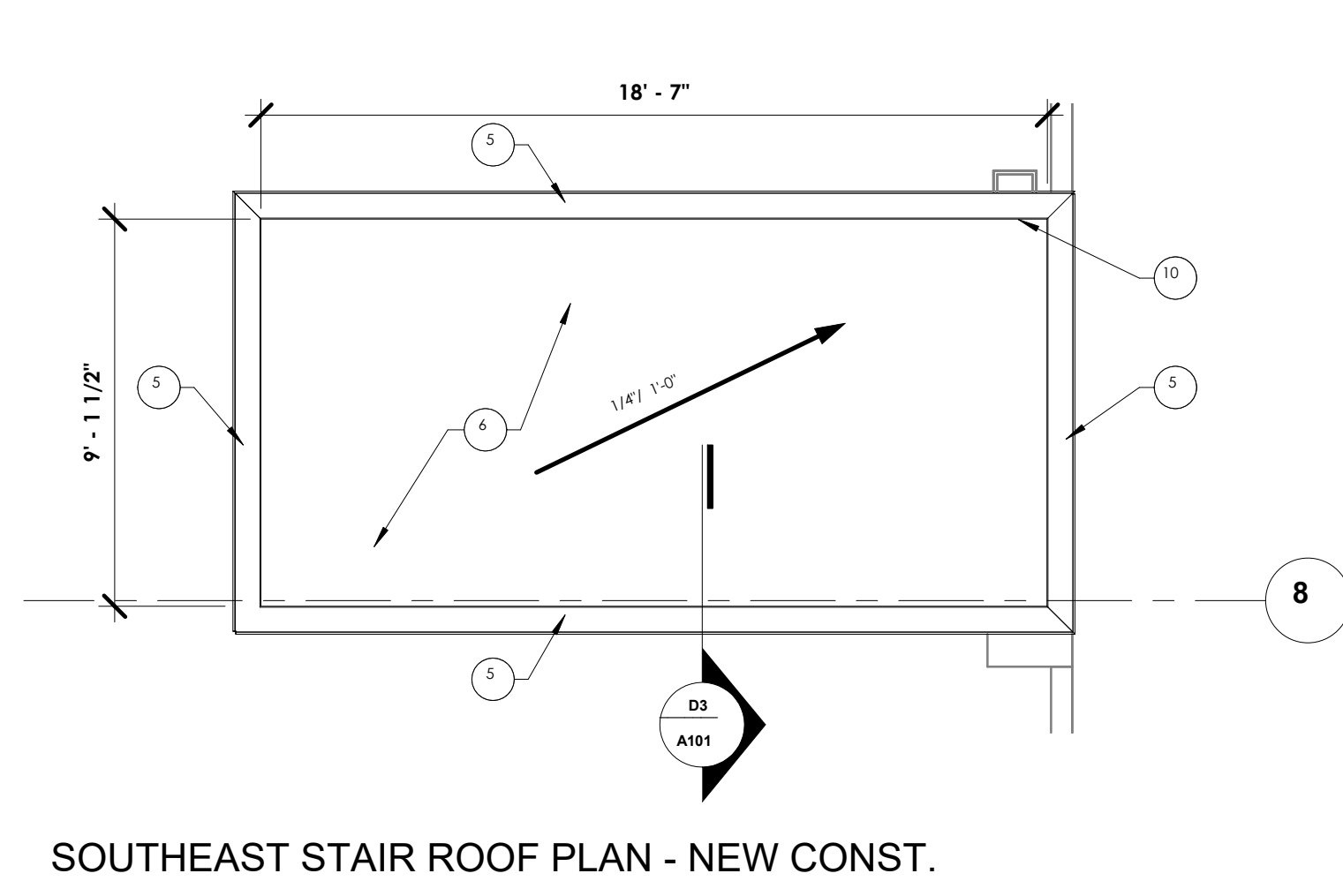
D3 PARAPET DETAIL

1" = 1'-0"



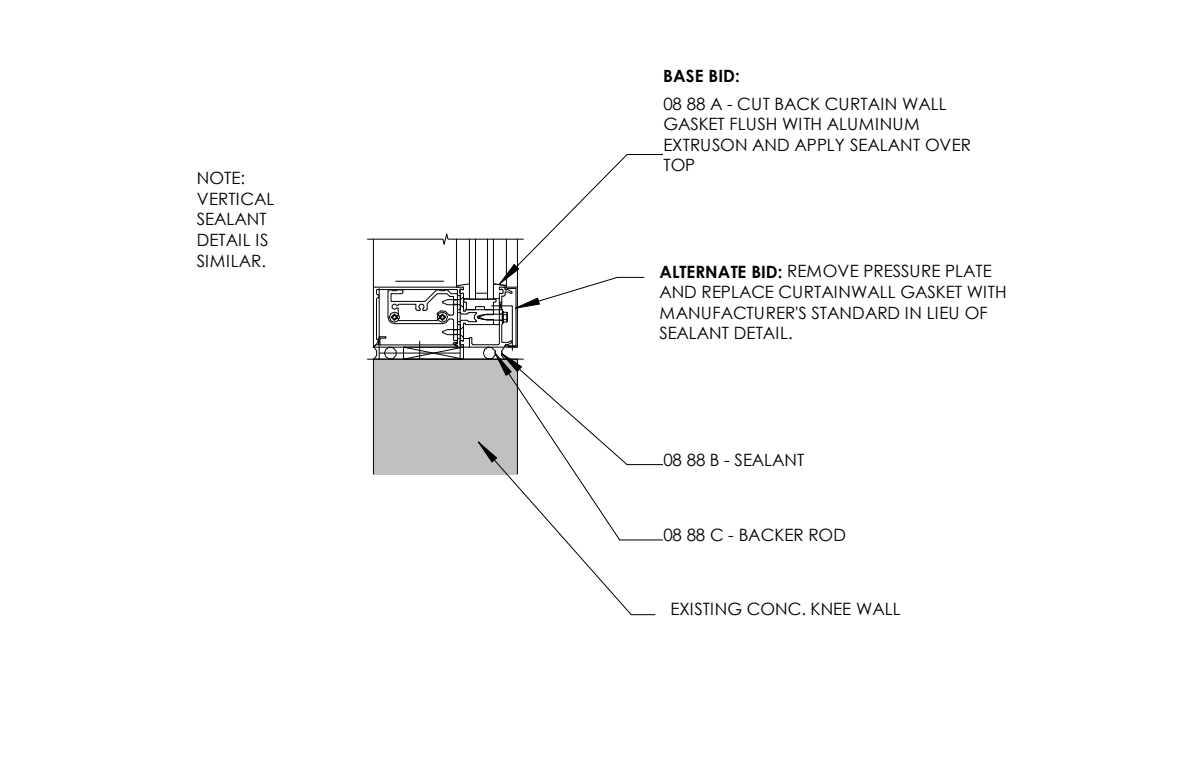
D2 NORTH ELEVATION - NEW CONSTRUCTION

1/4" = 1'-0"



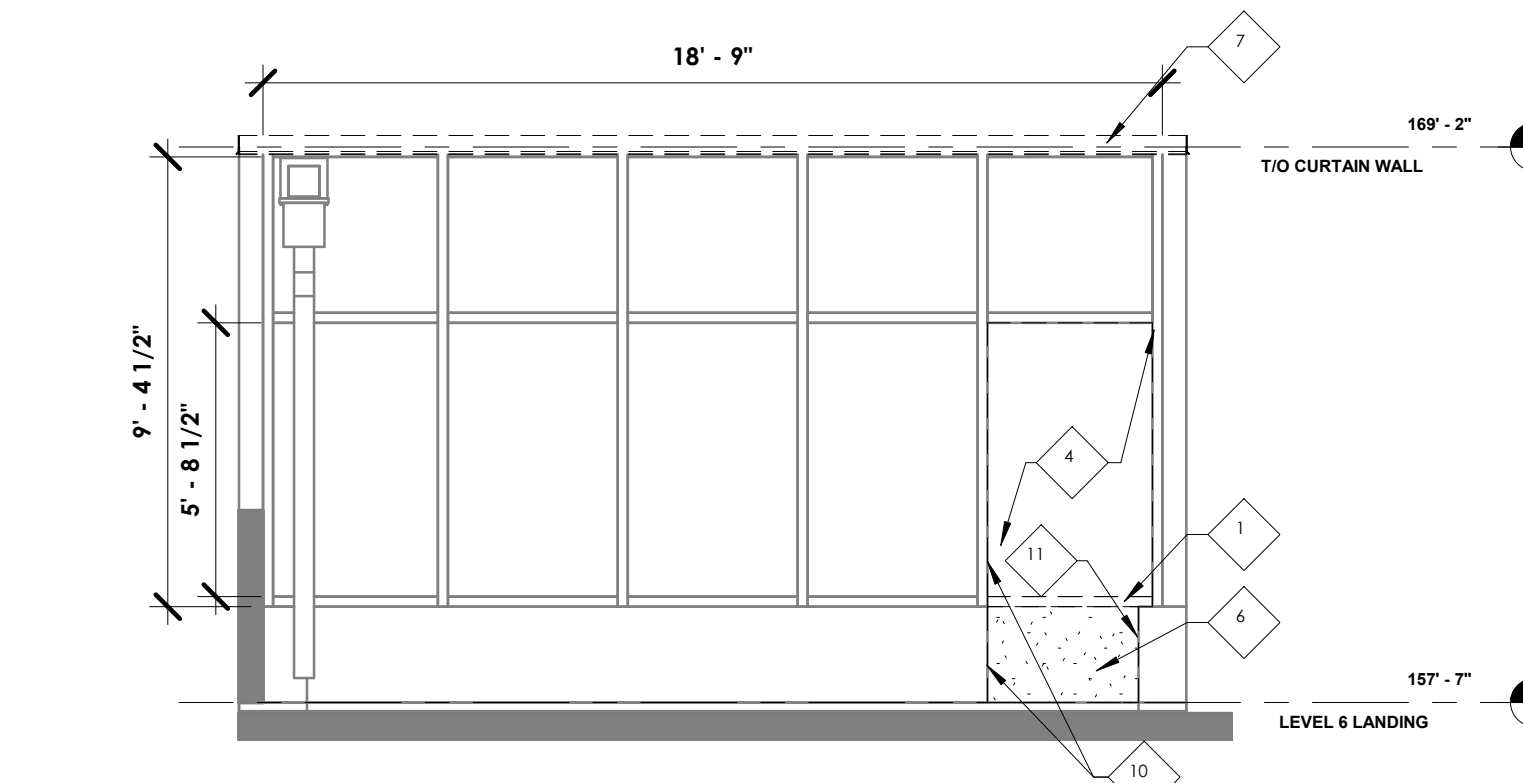
D1 SOUTHEAST STAIR ROOF PLAN - NEW CONST.

1/4" = 1'-0"



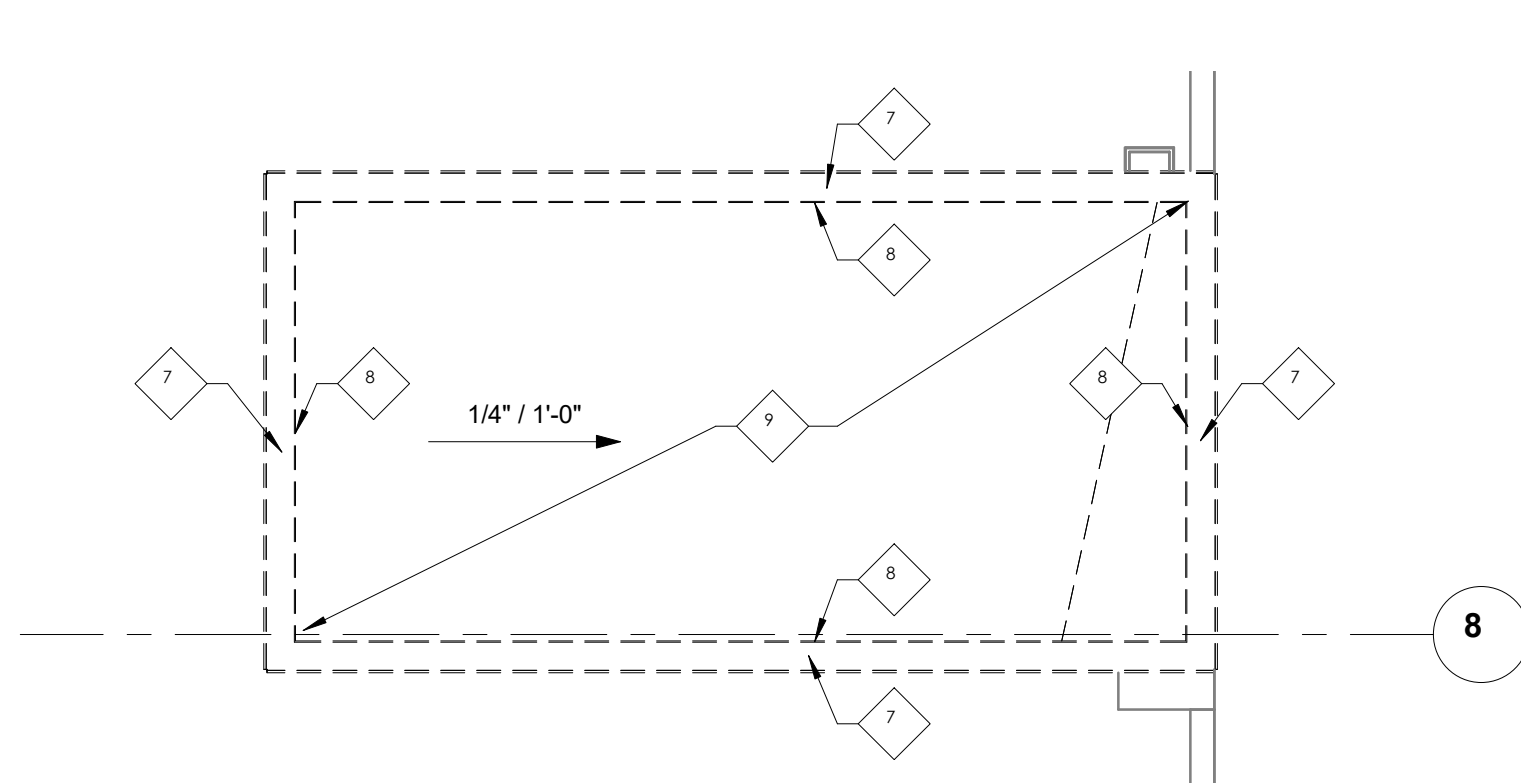
C3 CURTAINWALL DETAIL

1 1/2" = 1'-0"



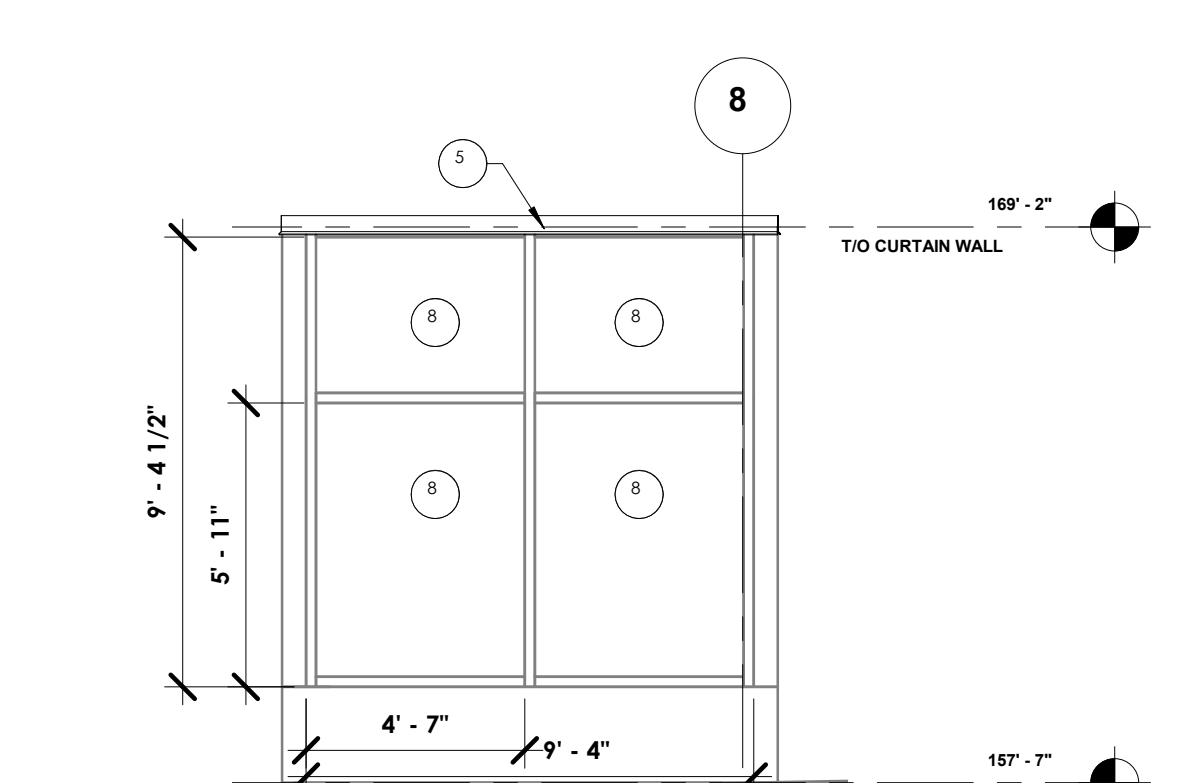
C2 NORTH ELEVATION - DEMOLITION

1/4" = 1'-0"



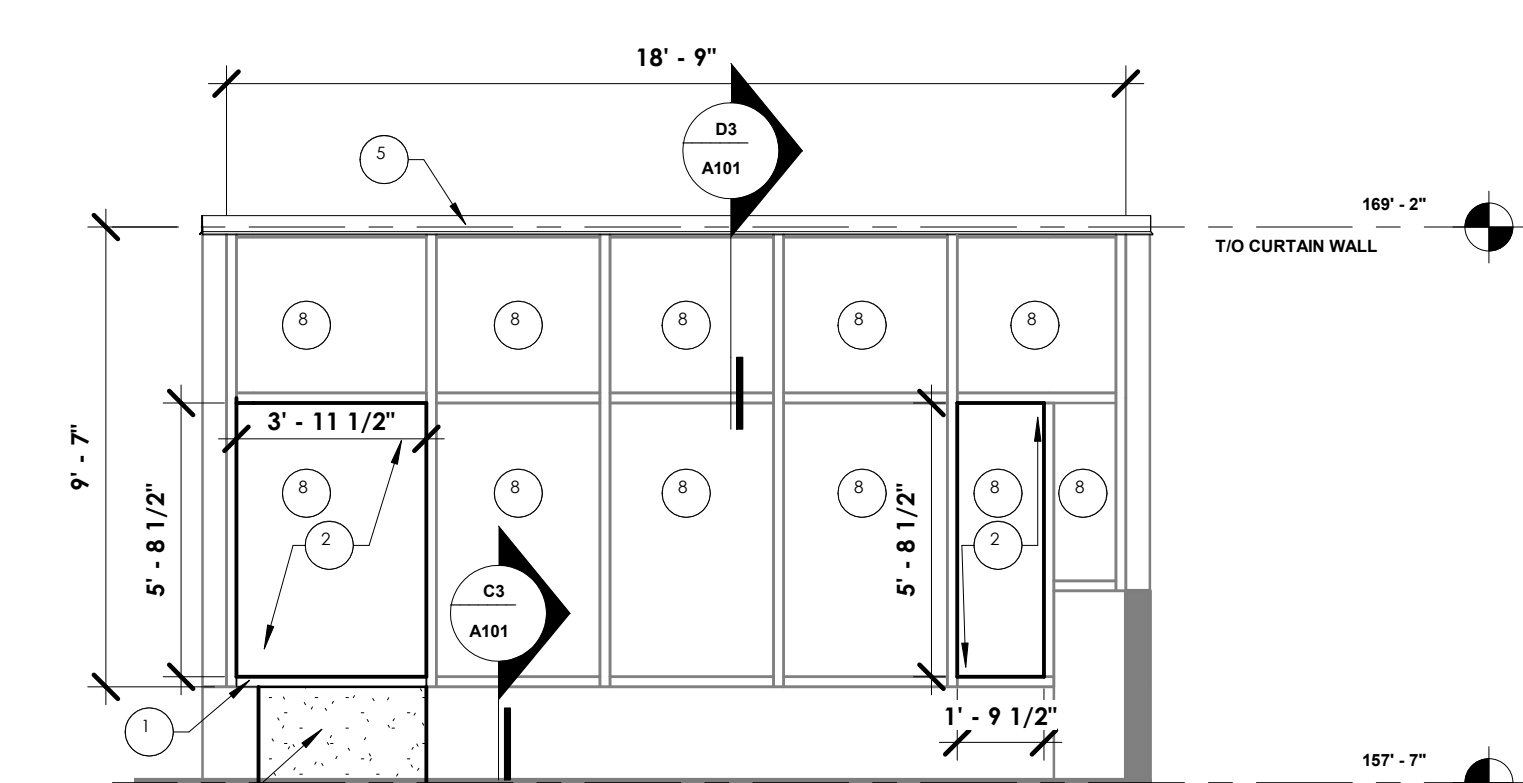
C1 SOUTHEAST STAIR ROOF PLAN - DEMOLITION

1/4" = 1'-0"



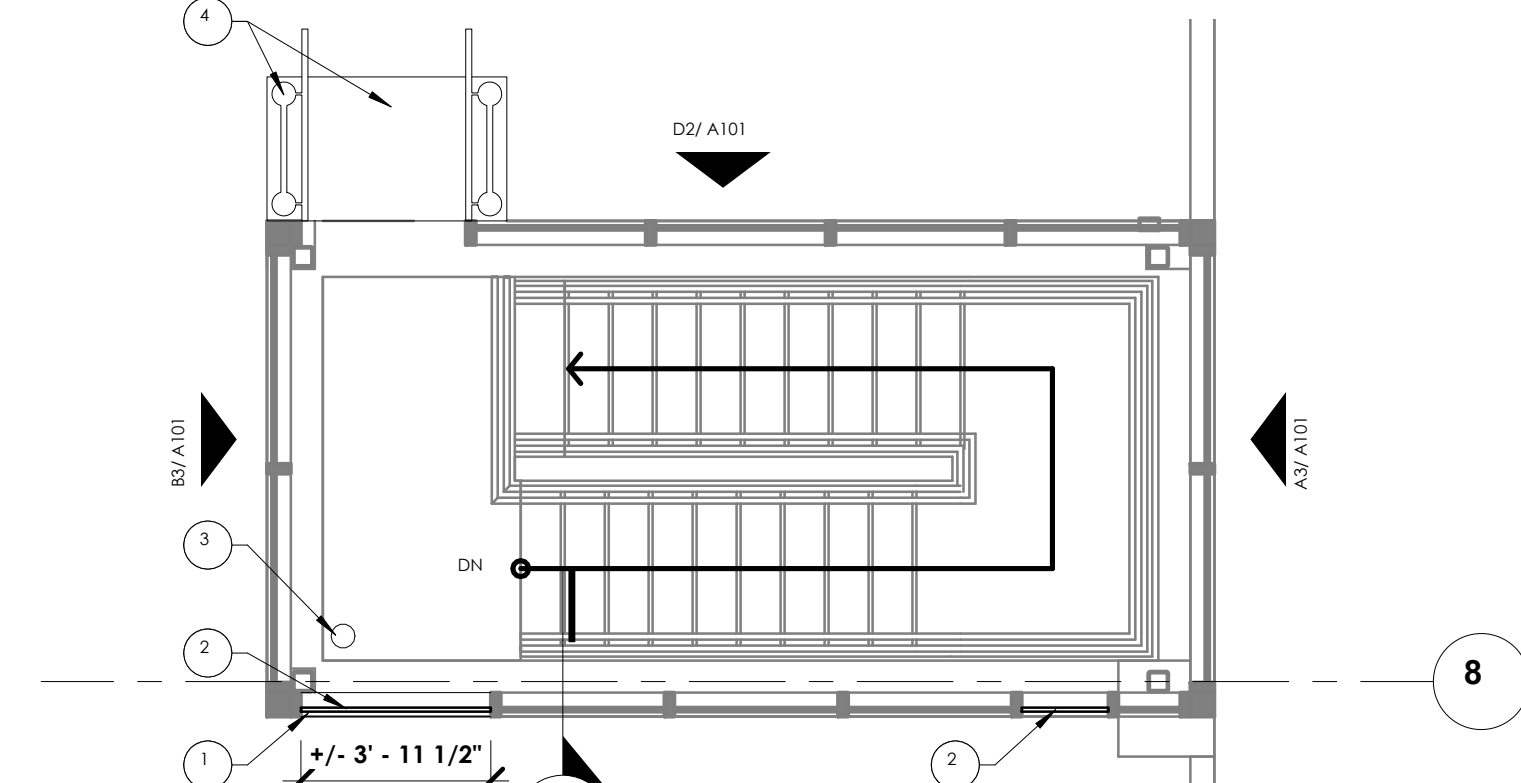
B3 WEST ELEVATION - NEW CONST.

1/4" = 1'-0"



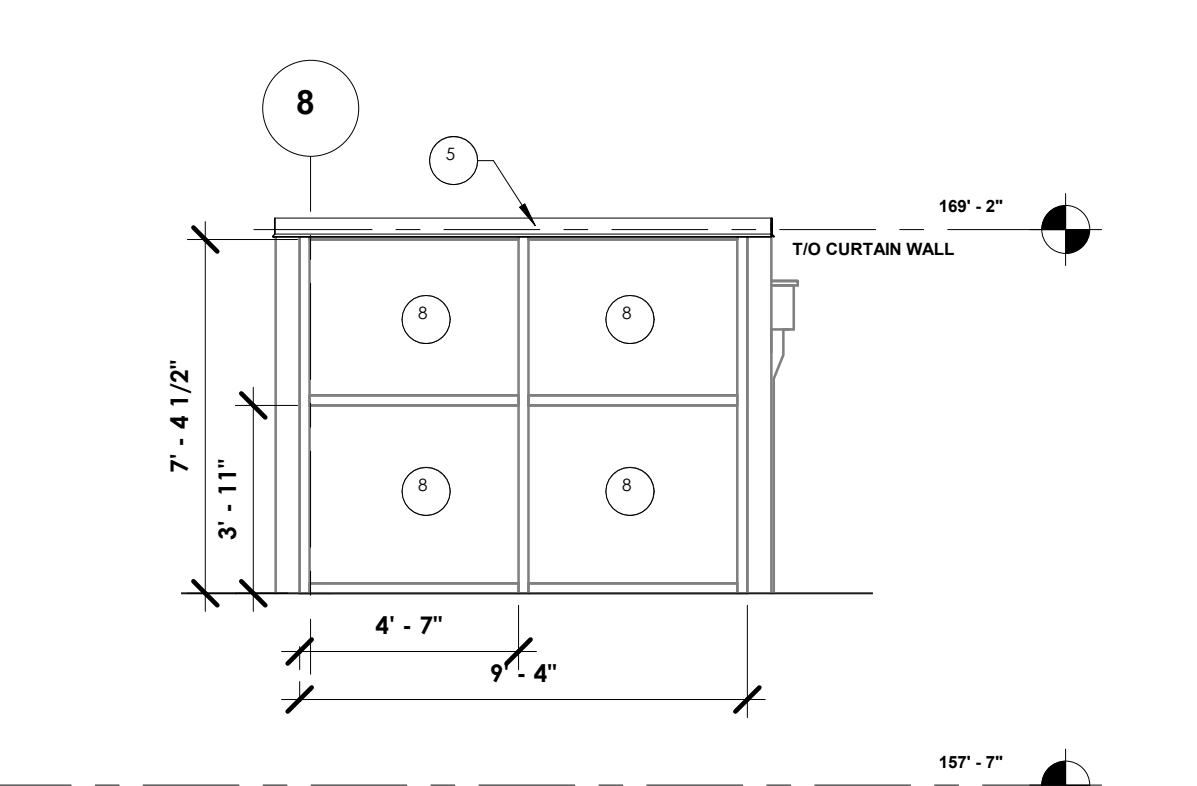
B2 SOUTH ELEVATION - NEW CONSTRUCTION

1/4" = 1'-0"



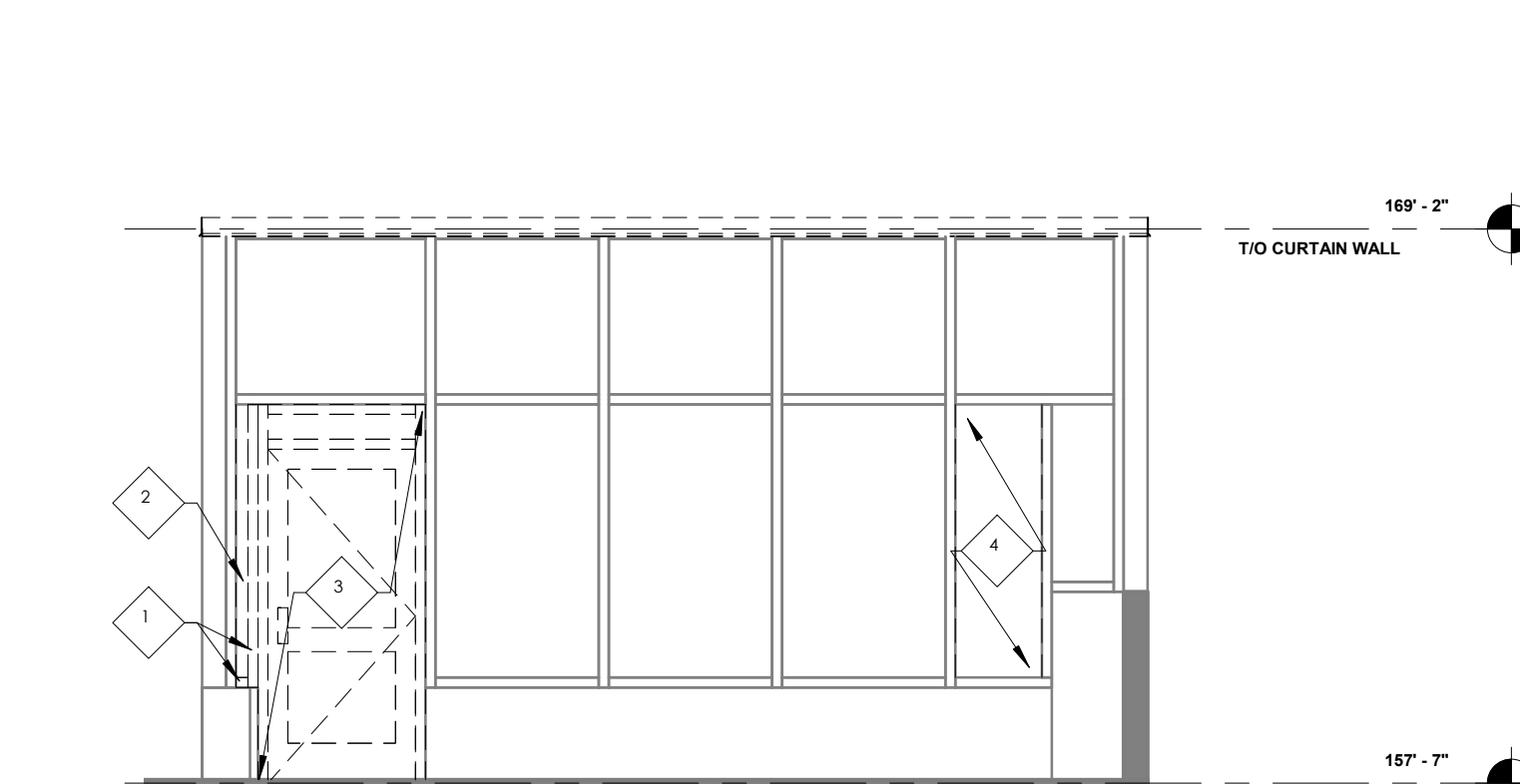
B1 LEVEL 6 SOUTHEAST STAIR PLAN - NEW CONST.

1/4" = 1'-0"



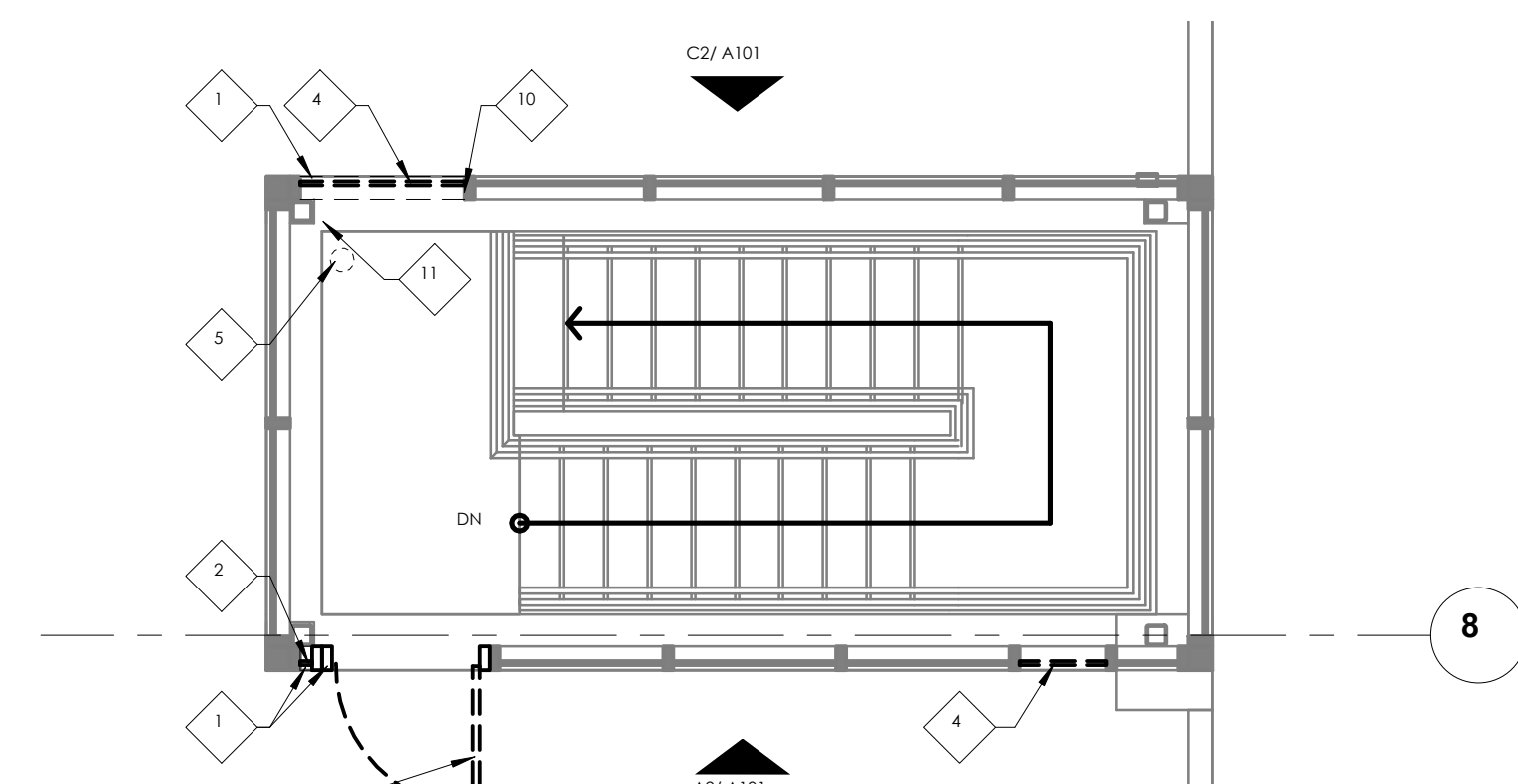
A3 EAST ELEVATION - NEW CONST.

1/4" = 1'-0"



A2 SOUTH ELEVATION - DEMOLITION

1/4" = 1'-0"



A1 LEVEL 6 SOUTHEAST STAIR PLAN - DEMOLITION

1/4" = 1'-0"

GENERAL CONSTRUCTION NOTES

- A. DO NOT SCALE DOCUMENTS.
- B. CONSTRUCTION WORK, INCLUDING DEMOLITION, SHALL CONFORM TO APPLICABLE FEDERAL, STATE AND LOCAL CODES AND ORDINANCES. DIMENSIONS ARE BASED ON OWNER'S RECORD DOCUMENTS AND ARE PROVIDED FOR BIDDING PURPOSES. CONTRACTOR TO FIELD VERIFY DIMENSIONS AND BE RESPONSIBLE FOR SAME.
- C. PROTECT ADJACENT PROPERTY FROM DAMAGE DUE TO CONSTRUCTION. DAMAGE OUTSIDE OF PROJECT CONTRACT LIMITS SHALL BE REPAIRED TO THE SATISFACTION OF THE DAMAGED ITEM'S OWNER AT NO COST TO THE OWNER OF THIS PROJECT.
- E. KEEP EXIT CORRIDORS AND STAIRWAYS FREE FROM DEBRIS AND OBSTRUCTIONS AS REQUIRED TO MAINTAIN CONTINUOUS ACCESS TO REQUIRED MEANS OF EGRESS.
- F. MECHANICAL, ELECTRICAL, AND PLUMBING SYMBOLS SHOWN ON ARCHITECTURAL DOCUMENTS ARE FOR COORDINATION ONLY AND DO NOT REPRESENT ELECTRICAL SCOPE OF WORK. REFER TO ENGINEERING DOCUMENTS FOR COMPLETE INFORMATION.

GENERAL DEMOLITION NOTES

- A. AREAS AFFECTED BY DEMOLITION ACTIVITIES SHALL BE PATCHED OR REPLACED WITH NEW MATERIALS AND SHALL MATCH EXISTING ADJACENT CONSTRUCTION AND FINISH. PATCHED SURFACES SHALL BE SMOOTH AND UNDETECTABLE UNDER FINAL FINISH.
- B. MAKE DEMOLITION CLEAN AND COMPLETE. PREPARE SUBSTRATES IN A MANNER SUITABLE TO RECEIVE NEW FINISHES.
- C. EXAMINE SURFACES TO BE CUT AND CONDITIONS UNDER WHICH CUTTING IS TO BE PERFORMED. PREPARE A WRITTEN REPORT OF UNSAFE OR UNSATISFACTORY CONDITIONS. PROCEED ONLY AFTER SUCH CONDITIONS ARE CORRECTED.
- D. ALL MATERIALS NOT SALVAGED AS DIRECTED BY THE OWNER, SHALL BE REMOVED FROM THE JOB SITE BY THE CONTRACTOR AND SHALL BE DISPOSED OF IN A SAFE AND PROPER DISPOSAL SITE.
- E. ALL ITEMS SHALL BE DEMOLISHED WITHIN INDUSTRY STANDARDS WITH PROPER TOOLS AND TECHNIQUES TO PROVIDE MINIMAL DAMAGE TO ADJACENT STRUCTURES THAT REMAIN. ALL DEMOLISHED AREAS OF THE BUILDING SHALL BE PROPERLY BARRICADED TO PROTECT OTHER WORKERS AND THE PUBLIC FROM INJURY.

GENERAL ROOF PLAN NOTES

- A. COORDINATE MECHANICAL, ELECTRICAL, PLUMBING, STRUCTURAL AND ARCHITECTURAL DOCUMENTS FOR ROOF PENETRATION LOCATIONS AND CONSTRUCTION. REFER ANY PATCHED SURFACES TO ARCHITECT PRIOR TO INSTALLATION OF ANY ASSOCIATED MATERIALS.
- B. ROOF MEMBRANE TERMINATIONS AND FLASHING CONDITIONS SHALL CONFORM TO MANUFACTURER'S RECOMMENDED DETAILS.
- C. MINIMUM SLOPE FOR ROOF AS REQUIRED BY ROOFING MANUFACTURER.

DEMOLITION NOTES

- 1. DISMANTLE CURTAINWALL EXTRUSIONS AND SALVAGE FOR REINSTALLATION.
- 2. REMOVE SPANDREL PANEL.
- 3. REMOVE DOOR AND RELATED FRAME FASTENERS AND CLIPS.
- 4. REMOVE GLAZING UNIT.
- 5. DISMANTLE AND SALVAGE SPRINKLER STAND PIPE PER ENGINEERING DRAWINGS.
- 6. REMOVE PORTION OF CONCRETE KNEE WALL PER ENGINEERING DRAWINGS.
- 7. DISMANTLE AND SALVAGE COPING CAP, CLIPS, AND SPLICE JOINTS FOR REINSTALLATION.
- 8. REMOVE SHEATHING AND MEMBRANE FROM BACKSIDE OF CURTAINWALL PARAPET.
- 9. REMOVE ROOF MEMBRANE, COVER BOARD, AND TAPERED INSULATION, NOTIFY OWNER/ARCHITECT IMMEDIATELY OF ANY SUSPECTED DEFICIENCIES IN THE EXISTING ROOF DECK. PREP ROOF DECK TO RECEIVE NEW ROOFING SYSTEM.
- 10. CUT CONCRETE KNEE WALL FLUSH WITH WEST SIDE OF CURTAINWALL EXTRUSION.
- 11. CUT CONCRETE KNEE WALL FLUSH WITH EAST SIDE OF CONCRETE COLUMN PIER.

NEW CONSTRUCTION NOTES

- 1. REINSTALL SALVAGED CURTAIN WALL EXTRUSION. CUT AS REQUIRED.
- 2. PROVIDE NEW GLAZING UNIT PER SPECIFICATION 088000.
- 3. REINSTALL SPRINKLER STAND PIPE PER ENGINEERING DRAWINGS.
- 4. GUARDRAIL, HANDRAIL, AND STAIR, SEE ENGINEERING DRAWINGS.
- 5. REINSTALL SALVAGED COPING CAP.
- 6. INSTALL NEW TPO ROOFING SYSTEM PER SPECIFICATION SECTION 075423.
- 7. CONCRETE KNEE WALL BY STRUCTURAL, SEE ENGINEERING DRAWINGS.
- 8. RE-SEAL GLAZING PERIMETER PER SPECIFICATION AND DETAIL C3/A101
- 9. PROVIDE MANUFACTURER'S CLOSURE CHANNEL MOUNTED IN GLAZING CHANNEL TO BALANCE PRESSURE PLATE, MATCH EXISTING CURTAINWALL FINISH.
- 10. REPRODUCE ROOF SYSTEM CONNECTION WITH THROUGH WALL SCUPPER TO MATCH EXISTING CONSTRUCTION.

KEY PLAN



CITY OF BLOOMINGTON

WALNUT STREET PARKING GARAGE REPAIRS AND WATERPROOFING 2020

Owner
City of Bloomington
Public Works Department

401 N. Morton Street, Suite 120
Bloomington, Indiana 47404
812-349-3410

Structural Engineer

CE Solutions Inc.
10 Shoshone Drive
Carmel, IN 46032
317-818-1912

Architect

Synthesis Inc.
251 North Illinois Street, Suite 200
Indianapolis, IN 46204
317-961-9500

REVISIONS

DATE	DESCRIPTION

PHASE

DRAWN BY: GP

CHECKED BY: BA/GM

APPROVED BY: GP

Greg Perkins

CE Solutions
structural engineers
10 Shoshone Drive 317.818.1912
Carmel, IN 46032 ccsolutionsinc.com

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SHEET TITLE

SOUTHEAST STAIR ARCHITECTURAL PLANS, ELEVATIONS, AND DETAILS

PROJECT NO. 1490006	SHEET NUMBER A101
DATE 03/27/20	



Board of Public Works Staff Report

Project/Event: 2020 Morton Street Garage Elevator Service Contract

Petitioner/Representative: Public Works , Ryan Daily

Staff Representative: Ryan Daily

Date: 04.14.2020

Report: The elevator service contract for the Morton Street Garage is set to expire in May of 2020. We contacted five Elevator Service Contractors to provide quotes for Elevator Service at the Morton Street Garage.

Contractor	Bid Amount
Schindler	No Response
ThyssenKrupp	\$ 5,400.00
The Murphy Elevator Co	No Response
American Elevator	Withdrew From Bidding
Kone	\$ 5,400.00

We recommend using Kone for this service contact. While both bidders had identical bids for the service contract and near identical contract terms, we would like to provide Kone the opportunity to service the contract at this location. Kone provided, in contract, four (4) maintenance service visits to examine, maintain, and lubricate the elevator components. ThyssenKrupp’s proposal did not identify the number of visits to the location.

Total cost of contact = \$5,400

Funding Source will be: 452.26.260000.53610 (Building Repairs)

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



CUSTOMER INFORMATION

Who is the Agreement with?		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Is the Owner tax exempt? <input type="checkbox"/> Yes (If Yes, provide the Tax Exemption Certificate.) <input type="checkbox"/> No		
Federal Tax ID #:		

Where should the invoices be sent?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

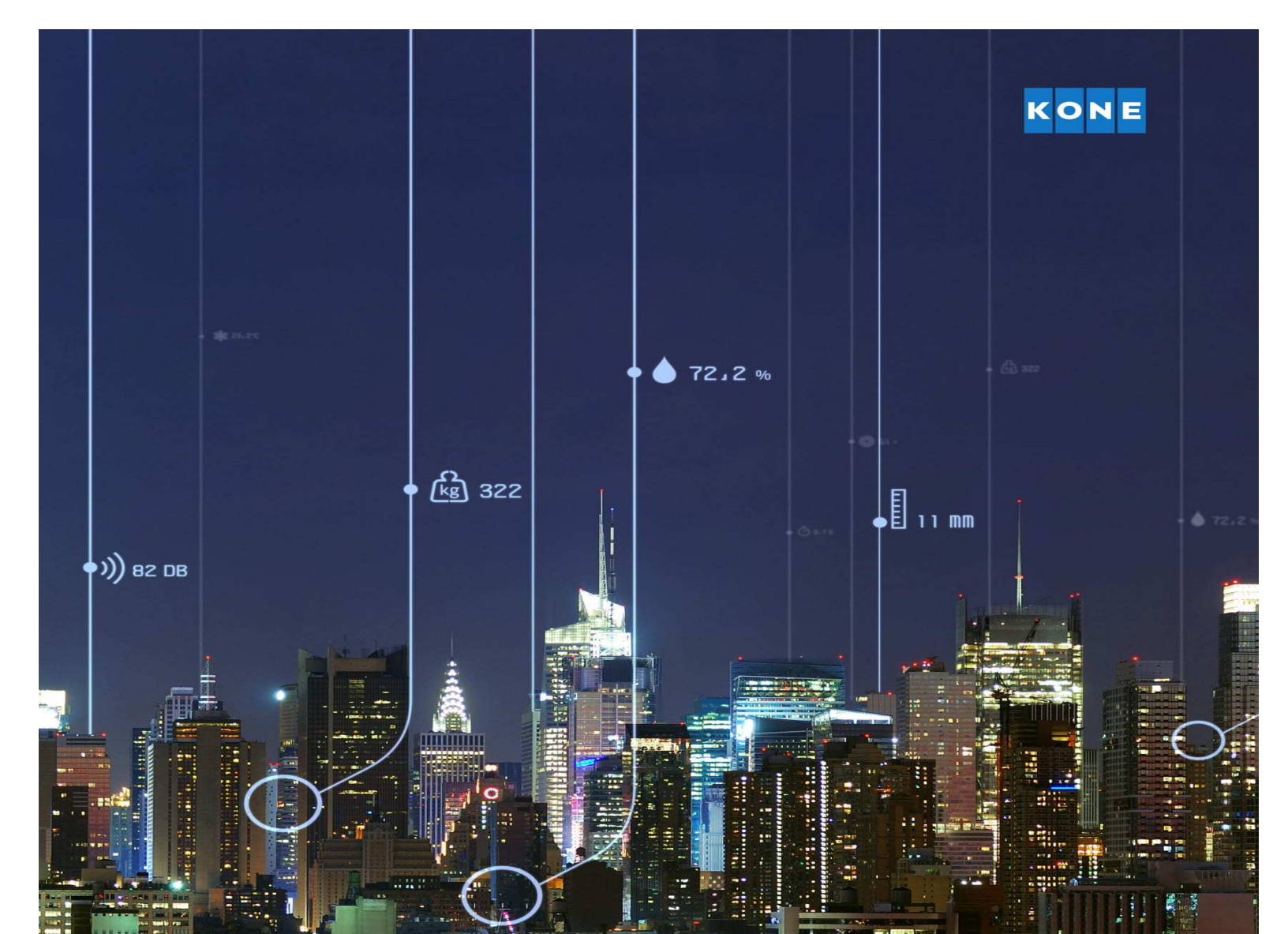
Who will be responsible for paying the invoices?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	



KONE



82 DB



kg 322



72.2 %



11 mm

KONE CARE™ 24/7 CONNECT



KONE has taken a major step forward in the industry using IoT technology. Working with IBM, new solutions like remote diagnostics and predictability means we will deliver better service quality for our customers, and great experiences for the passengers.

KONE Care™ Maintenance Agreement

Prepared for: City of Bloomington - Ryan Daily

Date: February 20, 2020

Issued by: Nate Neal

Dedicated to People Flow™



February 20, 2020
City of Bloomington-
245 W. 7th St. 47404
Bloomington, Indiana, 47404

KONE
Indianapolis
5201 Park Emerson Dr Suite O
Indianapolis, IN
Phone: 317-281-3753
Fax:
nate.neal@kone.com

Attn: Ryan Daily

Re: KONE Care™ Maintenance Agreement
City of Bloomington-

Dear Ryan Daily,

Thank you for the opportunity to submit our KONE Care Maintenance Agreement for the vertical transportation equipment located at City of Bloomington-.

KONE Care™ provides a detailed program that covers various components of your vertical transportation operation and is tailored to your specific facility, equipment, and needs. KONE's maintenance methods are utilized to maintain the safety, performance, and reliability of your equipment. Our trained service technicians follow proven performance procedures to help deliver a customized maintenance program, designed specifically to the profile for each piece of equipment.

As part of our advanced solutions, we also invite you to inquire about our KONE 24/7 Connected Services program, an innovative approach to connect your elevators and escalators for predictive monitoring services with IBM Watson. Please let me know if you would like to learn more about this service.

Upon your approval, please sign and return two (2) copies of the KONE Care Maintenance Agreement to our local branch office. One fully executed copy of the maintenance agreement will be returned to you for your files.

Once again, thank you for the opportunity to serve your vertical transportation needs. Please feel free to contact me with any questions at 317-281-3753.

Respectfully,

Nate Neal
Sales Consultant
KONE



Purchaser ("Purchaser"):
 City of Bloomington
 245 West 7th Street
 Bloomington, Indiana 47404

Service Location ("Premises"):
 City of Bloomington
 245 W. 7th Street
 Bloomington, Indiana 47404

KONE Inc. ("KONE")
 Indianapolis
 5201 Park Emerson Dr Suite O
 Indianapolis, IN 46203

TENDER DATE: 02/20/2020

EFFECTIVE DATE: 03/31/2020

SCOPE OF SERVICES

1. EQUIPMENT DESCRIPTION ("Equipment")

Manufacturer	Type	Sub-Type	Count
Otis	Elevator	MRL	1

2. SERVICES

KONE will perform 4 maintenance visits to examine, maintain, adjust, and lubricate the components listed below. KONE performs maintenance service in accordance with a proprietary system called KONE Maintenance Method. Data gathered about the equipment is analyzed to determine optimum maintenance frequency. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the work.

A. **MRL Elevators**

1. **Relay Logic Control System**
All control system components.
2. **Microprocessor Control System**
All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. **Gearless Machines Components**
All MRL machine components.
4. **Hoistway and Pit Equipment**
All elevator control equipment and buffers.
5. **Rails and Guides**
Guide rails, guide shoe gibs, and rollers
6. **Ropes**
Hoist ropes, governor ropes, and compensation ropes.
7. **Wiring**
All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
8. **Door Equipment**
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
9. **Manual Freight Door Equipment**
Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
10. **Power Freight Door Equipment**
Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
11. **Signals and Accessories**
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
12. **Car Equipment**
All elevator control system components on the car.

3. **TESTING**

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date. Unless specifically provided for in this section; a written Maintenance Control Plan (MCP) and documented testing procedures are not included, even when required by current code, as such that code may be changed or amended from time to time by local jurisdictions. KONE is not responsible for providing documentation onsite, as all reporting and testing records are available digitally.

4. **HOURS OF SERVICE**

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

5. **SERVICE REQUESTS (CALLBACKS)**

Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests. Unless specified herein travel time and expenses are billable.

If purchaser requests service on overtime, Purchaser will be charged KONE's hourly billing rate for each over time hour unless specified separately herein.

Regular Time Coverage - (#1 Pass 110144;)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade.

Overtime Coverage - (#1 Pass 110144;)

In addition to the above coverage, this Agreement covers request for service during overtime working hours

6. **REPORTING SERVICES**

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

7. **EXCLUSIONS**

The following are excluded from the scope of services:

A. GENERAL

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

B. OBSOLESCENCE

1. Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.
2. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

C. ELEVATOR

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

8. REMOTE MONITORING

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

9. **SAFETY**

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

If in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

10. **NOTICE OF MALFUNCTION OR INJURY**

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

11. **THIRD PARTY SERVICES**

- A. All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser shall be deemed in breach of this Agreement and Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.
- B. If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.
- C. If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

12. **NON-KONE EQUIPMENT**

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

TERMS AND CONDITIONS

1. TERM AND TERMINATION

- A. This Agreement will commence on the effective date and continue for an initial period of ONE (1) year and is non-cancelable. This Agreement will thereafter automatically renew for successive terms of ONE (1) year. Either party may terminate this Agreement at the end of the initial ONE (1) year term or at the end of any subsequent ONE (1) year term by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.
- B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.
- C. Upon termination of the of the Agreement, a \$500 decommissioning and transfer fee shall apply for any elevator phone that needs reprogramming to a different number for emergency monitoring.

2. CANCELLATION

If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

3. ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a new owner, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the new owner. Purchaser will promptly provide KONE with a copy of such assignment. Should the new owner fail to assume this Agreement, Purchaser shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

4. PRICE ADJUSTMENTS

If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.

5. PAYMENT TERMS

Payment is due net thirty (30) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

6. SUSPENSION OF SERVICE

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under this Agreement and/or other contracts with the Purchaser until all invoices are current or Purchaser cures the breach. Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser. If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the suspension period for non-payment. Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

7. TAXES

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the

Agreement.

8. INSURANCE AND INDEMNIFICATION

Purchaser will name KONE as an additional insured on its insurance policy.

To the extent permitted by law, Purchaser will indemnify, defend, and hold KONE harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, whether arising from or related to Purchaser's, KONE's, or any third party's negligence, willful misconduct, or acts or omissions in performance of the Agreement.

9. LIMITATION OF LIABILITY

- A. Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the calendar year in which the liability occurred.
- B. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.
- C. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

10. U.S. GOVERNMENT SALES

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

11. FORCE MAJEURE

A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond the party's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

12. VENUE

The exclusive venue for any dispute between the parties shall be in the County of Rock Island, State of Illinois.

13. PROPERTY RIGHTS

- A. KONE will provide Purchaser with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains the sole property of KONE. If this Agreement terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.
- B. KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the Equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

14. MISCELLANEOUS

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Purchaser. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the

Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.

PRICE

\$450 per month payable by Purchaser annually in advance (\$5,400.00 per annual installment). If Purchaser does not sign this Agreement within 90 days after the tender date above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Annual in advance payment	0% Increase	\$450 per month	
Semi-Annual in advance payment	3% Increase	\$463.50 per month	
Quarterly in advance payment	6% Increase	\$477.00 per month	
Monthly in advance payment	8% Increase	\$486.00 per month	

City of Bloomington

(Signature of Authorized Representative)

(Print Name)

Title

Date

Respectfully submitted,

Nate Neal

KONE Inc.

(Approved by) Authorized Representative

Title

Date

KONE Care Value Added Services

These services are offered to improve the quality and transparency of the KONE service delivery experience.

TESTING

In addition to the work described in the Services section above, the following additional services have been negotiated and are included at the determined frequency as listed. KONE is not liable for any property damage or personal injury, including death, resulting from test.

1. **#1 Pass 110144**

CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.

By initialing below, you are approving the above testing services for the additional monthly fee of \$25.00.

ACCEPTED BY _____ **Date:** _____

Attachment "A"
Amendments to Service Agreement

The parties hereby agree to be bound to the terms contained in the Agreement, together with those terms contained in this Attachment A. In the event of conflict between terms contained in the Agreement and terms contained in this Attachment A, the terms in this Attachment A shall supersede and prevail.

Kone will ensure 4 hour response time on all callbacks and 1 hour response time to entrapment calls.

If customer decides to use Kone Phone Monitoring Service, they can do so at no monthly charge.

CUSTOMER INFORMATION

Who is the agreement with?		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Is the Owner tax exempt? Yes (If Yes, provide the Tax Exemption Certificate.)		
Federal tax ID #:		

Where should the invoice be sent?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

Who will be responsible for paying the invoices?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
KONE**

This Agreement, entered into on this 1st day of May, 2020, by and between the City of Bloomington Department of Public Works (the "Department"), and KONE ("Contractor").

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: shall perform four (4) maintenance inspections of the elevator to examine, adjust, and lubricate the elevator components, and provide elevator repair. These services will be performed at the Morton Street Garage ("Services") for a set price of Five Thousand Four Hundred Dollars per year (\$5,400), Monday-Friday 8:00 am - 4:30 pm. Any work performed outside of those hours, including evenings, weekends, and holidays, will be performed at KONE's overtime rate. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before May 1st, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Ryan Daily, Parking Garage Manager, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Thousand Four Hundred Dollars (\$5,400). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Ryan Daily, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

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

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

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

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

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

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

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

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

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

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

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

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

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its

employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

Department: City of Bloomington Public Works, Attn: Ryan Daily, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: KONE, 5201 Park Emerson Dr. Suite O, Indianapolis, IN 46203

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

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


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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

KONE

 .. 4/9/2020

~~Nate Neal~~ *Jon Hasky*

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF Marion)

AFFIDAVIT

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

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

[Signature]
Signature

Jon Hedley
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Jon Hedley
and acknowledged the execution of the foregoing this 9 day of April, 2020.

Cynthia Kegley
Notary Public's Signature

My Commission Expires: 4-28-25

Cynthia Kegley
Printed Name of Notary Public

County of Residence: Marion

My Commission: 4-28-25



EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF marion)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this 9 day of April, 2020.

KONE

By: [Signature]
Jon Hadley General Manager

STATE OF INDIANA)
) SS:
COUNTY OF marion)

Before me, a Notary Public in and for said County and State, personally appeared Jon Hadley and acknowledged the execution of the foregoing this 9 day of April, 2020.

Cynthia Kegley
Notary Public's Signature

My Commission Expires: 4-28-25

Cynthia Kegley
Printed Name of Notary Public

County of Residence: marion

My Commission: 4-28-25





Board of Public Works Claim Register

Invoice Date Range 04/06/20 - 04/17/20

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-masking tape		04/17/2020	3.81
6530 - Office Depot, INC	01-dry erase markers		04/17/2020	4.11
6530 - Office Depot, INC	01-batteries-3VLT, AA		04/17/2020	11.58
Account 52110 - Office Supplies Totals			Invoice Transactions 3	\$19.50
Account 52210 - Institutional Supplies				
3278 - Boehringer Ingelheim Animal Health (Merial, INC)	01-antifungal/antibiotic-Tresaderm		04/17/2020	124.56
205 - City Of Bloomington	01-PC reimb-Petco-snake food (pinkies)-3/20/20		04/17/2020	5.99
205 - City Of Bloomington	01-PC reimb-Petco-snake food (pinkies, frozen mice)-3/14/20		04/17/2020	13.98
4586 - Hill's Pet Nutrition Sales, INC	01-prescription canine food-3/20/20		04/17/2020	131.71
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline food-3/20/20		04/17/2020	155.58
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline food-3/27/20		04/17/2020	334.02
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves(L)-3/31/20		04/17/2020	4.98
4633 - Midwest Veterinary Supply, INC	01-sprayer, cover slips, sharps container-3/19/20		04/17/2020	51.98
4633 - Midwest Veterinary Supply, INC	01-food trays, rabbit food (hay)-3/19/20		04/17/2020	149.54
4633 - Midwest Veterinary Supply, INC	01-pain meds, vinyl exam gloves (L, XL)-3/24/20		04/17/2020	190.14
4633 - Midwest Veterinary Supply, INC	01-flea & tick treatments-Effipro Plus Dogs XL-3/27/20		04/17/2020	470.80
4633 - Midwest Veterinary Supply, INC	01-flea & tick treatments-Effipro Plus Dogs XL, needles-3/26/20		04/17/2020	503.52
4633 - Midwest Veterinary Supply, INC	01-COVID 19-sprayer-3/19/20		04/17/2020	3.12



Board of Public Works Claim Register

Invoice Date Range 04/06/20 - 04/17/20

4633 - Midwest Veterinary Supply, INC	01-COVID 19-spray bottle-3/16/20	04/17/2020	6.76
4633 - Midwest Veterinary Supply, INC	01-COVID 19-chemical sprayer-3/23/20	04/17/2020	12.48
4633 - Midwest Veterinary Supply, INC	01-COVID 19-bottles-Boston Round w/Yorker-3/23/20	04/17/2020	31.40
4633 - Midwest Veterinary Supply, INC	01-COVID 19-bottles-Boston Round w/Yorker-3/26/20	04/17/2020	62.80
4633 - Midwest Veterinary Supply, INC	01-COVID 19-vinyl exam gloves (M)-3/24/20	04/17/2020	81.60
4633 - Midwest Veterinary Supply, INC	01-COVID 19-vinyl exam gloves (L, XL)-3/31/20	04/17/2020	124.50
4633 - Midwest Veterinary Supply, INC	01-COVID 19-vinyl exam gloves (S, M, L, XL)-3/16/20	04/17/2020	197.71
5819 - Synchrony Bank	01-dog pouches	04/17/2020	15.99
5819 - Synchrony Bank	01-milk for med suppression, collars, clippers	04/17/2020	216.00
4666 - Zoetis, INC	01-anti-itching meds-3/26/20	04/17/2020	339.50
4666 - Zoetis, INC	01-antiparasitics-3/26/20	04/17/2020	739.90
4549 - Kroger Limited Partnership I	01-Rabbit Food	04/17/2020	6.52
4549 - Kroger Limited Partnership I	01-Rabbit Food	04/17/2020	5.01
Account 52210 - Institutional Supplies Totals Invoice Transactions 26			\$3,980.09
Account 52310 - Building Materials and Supplies			
394 - Kleindorfer Hardware & Variety	01-hose repair supplies	04/17/2020	5.18
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 1			\$5.18
Account 52430 - Uniforms and Tools			
54558 - The Uniform House, INC	01-scrub tops-3/27/20	04/17/2020	1,637.23
Account 52430 - Uniforms and Tools Totals Invoice Transactions 1			\$1,637.23
Account 53130 - Medical			
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-3/16-3/24/20	04/17/2020	805.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-bloodwork, spay/neuter surgeries-3/18 & 3/24/20	04/17/2020	694.99



Board of Public Works Claim Register

Invoice Date Range 04/06/20 - 04/17/20

Account **53130 - Medical** Totals Invoice Transactions 2

 \$1,499.99

Account 53160 - Instruction

5507 - Julia K Eppley 01-Continuing Education Training-Certificate of Educational Trng 04/17/2020 250.00

Account **53160 - Instruction** Totals Invoice Transactions 1

 \$250.00

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC 02-PW Divisions cell phone charges 2/12-3/11/20 04/09/2020 161.52

Account **53210 - Telephone** Totals Invoice Transactions 1

 \$161.52

Account 53220 - Postage

205 - City Of Bloomington 01-PC reimb-Blgtn Post Office-certified mail- 04/17/2020 6.95
2/18/20

Account **53220 - Postage** Totals Invoice Transactions 1

 \$6.95

Account 53230 - Travel

5507 - Julia K Eppley 01-per diem, pkg-Maddie's Fund Trng-VA-1/6- 04/17/2020 292.00
1/10/20

3948 - Jennifer Gibson 01-per diem, baggage-Maddie's Fund Trng-VA-1/6- 04/17/2020 316.00
1/10/20

Account **53230 - Travel** Totals Invoice Transactions 2

 \$608.00

Account 53310 - Printing

818 - Everywhere Signs, LLC 01-sign for Colony room 04/17/2020 80.00

Account **53310 - Printing** Totals Invoice Transactions 1

 \$80.00

Account 53610 - Building Repairs

32 - Cassidy Electrical Contractors, INC 19-SA Fan Switch and outlet needing moved @ 04/17/2020 938.61
ACC

Account **53610 - Building Repairs** Totals Invoice Transactions 1

 \$938.61

Account 53910 - Dues and Subscriptions

5507 - Julia K Eppley 01-Dues-Assoc. for Animal Welfare Advancement 04/17/2020 250.00

Account **53910 - Dues and Subscriptions** Totals Invoice Transactions 1

 \$250.00



Board of Public Works Claim Register

Invoice Date Range 04/06/20 - 04/17/20

Account 53990 - Other Services and Charges

231 - Indiana University Health Bloomington, INC	01-N. Steury-Rabies Prophylaxis-3/14/20	04/17/2020	315.00
Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<hr/> \$315.00
Program 010000 - Main Totals		Invoice Transactions 42	<hr/> \$9,752.07

Program 010001 - Donations Over \$5K

Account 53130 - Medical

6529 - BloomingPaws, LLC	01-heartworm treatment-3/9 - 3/20/20	04/17/2020	165.23
Account 53130 - Medical Totals		Invoice Transactions 1	<hr/> \$165.23
Program 010001 - Donations Over \$5K Totals		Invoice Transactions 1	<hr/> \$165.23
Department 01 - Animal Shelter Totals		Invoice Transactions 43	<hr/> \$9,917.30

Department 02 - Public Works

Program 020000 - Main

Account 52420 - Other Supplies

3560 - First Financial Bank / Credit Cards	02 - paper towels, dawn, lysol	04/17/2020	73.40
3560 - First Financial Bank / Credit Cards	19 Directors Parking	04/17/2020	2.25
Account 52420 - Other Supplies Totals		Invoice Transactions 2	<hr/> \$75.65

Account 53210 - Telephone

1079 - AT&T	02-Radio circuits-phone charges 2/29-3/28/20	04/09/2020	180.64
Account 53210 - Telephone Totals		Invoice Transactions 1	<hr/> \$180.64

Account 53320 - Advertising

6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	02 Public Notice for Fleet Surplus	04/17/2020	26.86
Account 53320 - Advertising Totals		Invoice Transactions 1	<hr/> \$26.86

Account 53990 - Other Services and Charges



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Invoice Date Range 04/06/20 - 04/17/20

204 - State Of Indiana

19-Inspection of Electric Boilers at City Hall	04/17/2020	25.00
Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$25.00</u>
Program 020000 - Main Totals	Invoice Transactions 5	<u>\$308.15</u>
Department 02 - Public Works Totals	Invoice Transactions 5	<u>\$308.15</u>

Department **03 - City Clerk**

Program **030000 - Main**

Account **53230 - Travel**

3560 - First Financial Bank / Credit Cards	03-Hotel-N.Bolden-ILMCT -3/8-3/12/2020	04/17/2020	376.00
3560 - First Financial Bank / Credit Cards	03-Hotel-S. McDowell-ILMCT-3/8-3/12/20	04/17/2020	376.00
	Account 53230 - Travel Totals	Invoice Transactions 2	<u>\$752.00</u>
	Program 030000 - Main Totals	Invoice Transactions 2	<u>\$752.00</u>
	Department 03 - City Clerk Totals	Invoice Transactions 2	<u>\$752.00</u>

Department **04 - Economic & Sustainable Dev**

Program **040000 - Main**

Account **53170 - Mgt. Fee, Consultants, and Workshops**

7214 - Pale Blue Dot, LLC	04 - Climate Vulnerability Assessment (50% of total)	04/17/2020	8,178.25
6303 - Stephanie Richards (Gnarly Tree)	04-Greenhouse Gas Backcast	04/17/2020	9,500.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice Transactions 2	<u>\$17,678.25</u>

Account **53320 - Advertising**

5387 - Creative Graphics, INC (dba Baugh Enterprises)	04: Solarize Advertising Inserts in CBU bills	04/17/2020	945.00
3560 - First Financial Bank / Credit Cards	04: Local Food Marketplace Software - Online Farmers Market	04/17/2020	1,675.00
	Account 53320 - Advertising Totals	Invoice Transactions 2	<u>\$2,620.00</u>

Account **53910 - Dues and Subscriptions**



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Invoice Date Range 04/06/20 - 04/17/20

3560 - First Financial Bank / Credit Cards	04 - 2020 HootSuite Monthly Subscription (ESD)	04/17/2020	5.99
Account 53910 - Dues and Subscriptions Totals Invoice Transactions 1			<hr/> \$5.99

Account **53960 - Grants**

1051 - Bloomington Economic Development Corp	04: BEDC Annual Funding Agreement 2020	BC 92-20	04/17/2020	50,000.00
Account 53960 - Grants Totals Invoice Transactions 1			<hr/> \$50,000.00	
Program 040000 - Main Totals Invoice Transactions 6			<hr/> \$70,304.24	
Department 04 - Economic & Sustainable Dev Totals Invoice Transactions 6			<hr/> \$70,304.24	

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	04/17/2020	12,354.77
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals Invoice Transactions 1			<hr/> \$12,354.77

Account **53320 - Advertising**

6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	06-Addtl. Appropriations Legal Postings 2020	04/17/2020	15.41
Account 53320 - Advertising Totals Invoice Transactions 1			<hr/> \$15.41

Account **53990 - Other Services and Charges**

5648 - Reedy Financial Group, PC	06- Financial Services for Financial Plan Prep.	04/17/2020	13,330.84
2128 - Van Ausdall & Farrar, INC	06-OnBase ECM Software installation and training	04/17/2020	12,000.00
Account 53990 - Other Services and Charges Totals Invoice Transactions 2			<hr/> \$25,330.84
Program 060000 - Main Totals Invoice Transactions 4			<hr/> \$37,701.02
Department 06 - Controller's Office Totals Invoice Transactions 4			<hr/> \$37,701.02

Department **09 - CFRD**

Program **090000 - Main**



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Invoice Date Range 04/06/20 - 04/17/20

Account **53230 - Travel**

7956 - Beverly Calendar Anderson	09-travel reimbursement-Divided Communities Project	04/17/2020	235.00
	Account 53230 - Travel Totals	Invoice Transactions 1	<hr/> \$235.00
	Program 090000 - Main Totals	Invoice Transactions 1	<hr/> \$235.00
	Department 09 - CFRD Totals	Invoice Transactions 1	<hr/> \$235.00

Department **10 - Legal**

Program **100000 - Main**

Account **53120 - Special Legal Services**

50587 - Barnes & Thornburg LLP	10-general municipal advice-period ending 1/31/20	04/17/2020	2,194.50
6087 - Susan Black(Black Deposition Service LLC)	10 Susan Black - Jones cse depo	04/17/2020	368.85
	Account 53120 - Special Legal Services Totals	Invoice Transactions 2	<hr/> \$2,563.35
	Program 100000 - Main Totals	Invoice Transactions 2	<hr/> \$2,563.35

Program **101000 - Human Rights**

Account **53160 - Instruction**

6807 - National Employment Law Institute	10-B. McKinney-ADA&FMLA Comp. Update Webinar-4/22-24/2020	04/17/2020	636.00
	Account 53160 - Instruction Totals	Invoice Transactions 1	<hr/> \$636.00

Account **53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards	10 State Notary Fee 612497	04/17/2020	18.87
	Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<hr/> \$18.87
	Program 101000 - Human Rights Totals	Invoice Transactions 2	<hr/> \$654.87
	Department 10 - Legal Totals	Invoice Transactions 4	<hr/> \$3,218.22

Department **11 - Mayor's Office**

Program **110000 - Main**



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Invoice Date Range 04/06/20 - 04/17/20

Account 52420 - Other Supplies

4549 - Kroger Limited Partnership I	11-food for SIF LIT meeting and cleaning supplies	04/17/2020	29.74
3560 - First Financial Bank / Credit Cards	11-coffee for Innovation Boot Camp Day 1	04/17/2020	53.85
3560 - First Financial Bank / Credit Cards	11-coffee for Innovation Boot Camp Day 2	04/17/2020	35.90
Account 52420 - Other Supplies Totals Invoice Transactions 3			\$119.49

Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards	11-subscription to JoinMe	04/17/2020	191.90
Account 53910 - Dues and Subscriptions Totals Invoice Transactions 1			\$191.90
Program 110000 - Main Totals Invoice Transactions 4			\$311.39
Department 11 - Mayor's Office Totals Invoice Transactions 4			\$311.39

Department 12 - Human Resources

Program 120000 - Main

Account 53170 - Mgt. Fee, Consultants, and Workshops

7268 - Raftelis Financial Consultants, INC	12 Organizational Assessment Fire Dept	04/17/2020	752.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals Invoice Transactions 1			\$752.00

Account 53310 - Printing

501 - Karl Clark (KC Designs)	12-HR envelopes Inv 3981	04/17/2020	85.00
Account 53310 - Printing Totals Invoice Transactions 1			\$85.00

Account 53990 - Other Services and Charges

4549 - Kroger Limited Partnership I	12-food for internship event \$53.23	04/17/2020	53.23
585 - Bloomington Public Transportation Corporation	12 1st quarter ridership INV 10179	04/17/2020	252.00
7268 - Raftelis Financial Consultants, INC	12- Organizational Assessments for Controller, HR, Legal/Risk	04/17/2020	6,473.00
7268 - Raftelis Financial Consultants, INC	12 Organizational Assessment Police Dept	04/17/2020	8,345.00



Board of Public Works Claim Register

Invoice Date Range 04/06/20 - 04/17/20

7268 - Raftelis Financial Consultants, INC

12 Organizational Assessment Fire Dept	04/17/2020	10,606.00
Account 53990 - Other Services and Charges Totals Invoice Transactions 5		<hr/> \$25,729.23
Program 120000 - Main Totals Invoice Transactions 7		<hr/> \$26,566.23
Department 12 - Human Resources Totals Invoice Transactions 7		<hr/> \$26,566.23

Department **13 - Planning**

Program **130000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC	13-11 x 17 paper_4 reams	04/17/2020	25.56
Account 52110 - Office Supplies Totals Invoice Transactions 1		<hr/>	\$25.56

Account **52420 - Other Supplies**

651 - Engraving & Stamp Center, INC	13-Signature stamp for Craig Shonkwiler, PE	04/17/2020	30.95
Account 52420 - Other Supplies Totals Invoice Transactions 1		<hr/>	\$30.95

Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards	13-Shared Mobility Summit (Mallory Rickbeil, Bike & Ped Coord.)	04/17/2020	550.00
Account 53160 - Instruction Totals Invoice Transactions 1		<hr/>	\$550.00

Account **53170 - Mgt. Fee, Consultants, and Workshops**

8305 - Schmidt Associates, INC	13-City Architect-Proj Review-serv. 2/1-2/28/20	04/17/2020	1,118.75
5409 - VS Engineering, INC	13-Temp. Engineering Staff Support-billing period ending 2/29/20 BC 2020-10	04/17/2020	3,837.11
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals Invoice Transactions 2		<hr/>	\$4,955.86

Account **53230 - Travel**

3560 - First Financial Bank / Credit Cards	13-Comfort Inn-room reimb-R Aten-Purdue Rd School	04/17/2020	94.25
Account 53230 - Travel Totals Invoice Transactions 1		<hr/>	\$94.25

Account **53990 - Other Services and Charges**



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Invoice Date Range 04/06/20 - 04/17/20

5409 - VS Engineering, INC

13-Temp. Engineering Staff Support-billing period ending 2/29/20	BC 2020-10	04/17/2020	856.72
Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<hr/> \$856.72
Program 130000 - Main Totals		Invoice Transactions 7	<hr/> \$6,513.34

Program **132000 - MPO**

Account **53230 - Travel**

3560 - First Financial Bank / Credit Cards	13-Campus Inn-room reimb-N Kopper-Purdue Rd School	04/17/2020	78.34
3560 - First Financial Bank / Credit Cards	13-Quality Inn-room reimb-R. Clemens-Purdue Rd School	04/17/2020	69.00
Account 53230 - Travel Totals		Invoice Transactions 2	<hr/> \$147.34

Account **53910 - Dues and Subscriptions**

17974 - National Assoc. Of Regional Councils	13-2020 MPO membership dues-P. Martin	04/17/2020	545.00
Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1	<hr/> \$545.00
Program 132000 - MPO Totals		Invoice Transactions 3	<hr/> \$692.34
Department 13 - Planning Totals		Invoice Transactions 10	<hr/> \$7,205.68

Department **19 - Facilities Maintenance**

Program **190000 - Main**

Account **52310 - Building Materials and Supplies**

394 - Kleindorfer Hardware & Variety	19-Fill Valve and a flapper for Facilities Maintenance	04/17/2020	12.98
394 - Kleindorfer Hardware & Variety	19-retaining ring 3&4&6in putty knife,drywall pan for facilities	04/17/2020	31.20
394 - Kleindorfer Hardware & Variety	19-case of paper towels for Facilities Maintenance	04/17/2020	31.99
394 - Kleindorfer Hardware & Variety	19-Spray bottles and safety glasses for Facilities Maintenance	04/17/2020	41.31
394 - Kleindorfer Hardware & Variety	19-spray bottles, bleach, 409 cleaner, gloves for Facilities	04/17/2020	77.41
Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 5	<hr/> \$194.89

Account **52420 - Other Supplies**



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138 - Gooldy & Sons, INC

19-2 Packs of Spray Bottles for Facilities Use		04/17/2020	16.50
Account 52420 - Other Supplies Totals Invoice Transactions 1			\$16.50

Account **53140 - Exterminator Services**

51538 - Economy Termite & Pest Control, INC

19-SA Monthly Pest Control @ City Hall	BC 2019-109	04/17/2020	75.00
Account 53140 - Exterminator Services Totals Invoice Transactions 1			\$75.00

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

02-PW Divisions cell phone charges 2/12-3/11/20		04/09/2020	123.36
Account 53210 - Telephone Totals Invoice Transactions 1			\$123.36

Account **53610 - Building Repairs**

1537 - Indiana Door & Hardware Specialties, INC

19-SA Key Cut for Facilities		04/17/2020	6.00
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392 - Koorsen Fire & Security, INC

19-SA Non Emergency Fire Alarm Repair @ City Hall	BC 2019-126	04/17/2020	342.50
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6688 - SSW Enterprises, LLC (Office Pride)

19-Cleaning Services for Animal Shelter	BC 2020-05	04/17/2020	1,391.26
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6688 - SSW Enterprises, LLC (Office Pride)

19-Cleaning Services for City Hall	BC 2020-05	04/17/2020	13,738.12
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6688 - SSW Enterprises, LLC (Office Pride)

19-Cleaning Services for Fleet	BC 2020-05	04/17/2020	1,091.20
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6688 - SSW Enterprises, LLC (Office Pride)

19-Cleaning Services for Sanitation	BC 2020-05	04/17/2020	852.66
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6688 - SSW Enterprises, LLC (Office Pride)

19-Cleaning Services for Street & Traffic	BC 2020-05	04/17/2020	1,674.42
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Account 53610 - Building Repairs Totals Invoice Transactions 7			\$19,096.16
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Program 190000 - Main Totals Invoice Transactions 15			\$19,505.91
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Department 19 - Facilities Maintenance Totals Invoice Transactions 15			\$19,505.91
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Department **28 - ITS**

Program **280000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

28 - (6) Cans of Air		04/17/2020	35.90
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Invoice Date Range 04/06/20 - 04/17/20

		Account 52110 - Office Supplies Totals	Invoice Transactions 1	\$35.90
Account 52420 - Other Supplies				
53442 - Paragon Micro, INC	28 - Graphics Card and DisplayPort Adapter for Tech Support Spec		04/17/2020	149.97
		Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$149.97
Account 53170 - Mgt. Fee, Consultants, and Workshops				
5437 - Columbia Telecommunications Corporation	28-Addendum to Agreement -Inv. date 2/29/20- Senior Analyst hrs		04/17/2020	910.00
5806 - Michael Baker International, INC	28-Geovalidation Proj to Update GIS Data-Spillman-thru 12/19/19		04/17/2020	10,400.00
		Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice Transactions 2	\$11,310.00
Account 53640 - Hardware and Software Maintenance				
3989 - Ricoh USA, INC	28-CH/off site facilities-copier maint- 2/17-3/16/20		04/17/2020	2,214.09
		Account 53640 - Hardware and Software Maintenance Totals	Invoice Transactions 1	\$2,214.09
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	28 - Basecamp CREDIT - Discount for Upgrading to BC3 Annual		04/17/2020	(150.00)
3560 - First Financial Bank / Credit Cards	28 - Squarespace Domain Renewal-4/6/20-4/6/21		04/17/2020	20.00
3560 - First Financial Bank / Credit Cards	28 - FAA Registration for UAV/Drone		04/17/2020	5.00
3560 - First Financial Bank / Credit Cards	28 - Zoom Video Communications - Pro Monthly Subscrip		04/17/2020	29.98
3560 - First Financial Bank / Credit Cards	28-Zoom Video Communications-Upgrade Business Subscription		04/17/2020	153.47
5786 - Promevo, LLC	28 - Google Drive Storage Subscription 50GB - March 2020		04/17/2020	67.50
		Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 6	\$125.95
Account 54420 - Purchase of Equipment				
53442 - Paragon Micro, INC	28 - UAV/Drone Purchase		04/17/2020	2,267.98
		Account 54420 - Purchase of Equipment Totals	Invoice Transactions 1	\$2,267.98
		Program 280000 - Main Totals	Invoice Transactions 12	\$16,103.89



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Invoice Date Range 04/06/20 - 04/17/20

Department 28 - ITS Totals	Invoice Transactions 12	\$16,103.89
Fund 101 - General Fund (S0101) Totals	Invoice Transactions 113	\$192,129.03

Fund **270 - CC Jack Hopkins NR17-42 (S0011)**

Department **05 - Common Council**

Program **050000 - Main**

Account **53960 - Grants**

1021 - My Sister's Closet Of Monroe County, INC	15-JH19-staff salaries on line store	04/17/2020	9,474.00
3164 - New Hope Family Shelter, INC	15-JH19 Grant-expenses submitted 4/1/2020	04/17/2020	7,973.05
18311 - New Leaf/New Life, INC	15-JH19 Grant-salaries, expenses-6/1/19-3/10/20	04/17/2020	12,090.00
1618 - Shalom Community Center INC	15-JH19 Grant-LifeDesigns-fingerprint deadbolt locks	04/17/2020	8,349.20
6045 - South Central Indiana Housing Opportunities CORP.	15-JH19 Grant-SCIHO-3272020/JU-#713/CJAM-#2	04/17/2020	1,691.98

Account 53960 - Grants Totals	Invoice Transactions 5	\$39,578.23
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Program 050000 - Main Totals	Invoice Transactions 5	\$39,578.23
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Department 05 - Common Council Totals	Invoice Transactions 5	\$39,578.23
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Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals	Invoice Transactions 5	\$39,578.23
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Fund **312 - Community Services**

Department **09 - CFRD**

Program **090003 - Com Serv - Status of Women**

Account **47050 - Donations**

Better Day Club, LLC	09-refund 2020 WHM Lunch sponsors/booths-canceled-COVID-19	04/17/2020	245.00
Cardinal Stage	09-refund-2020 WHM Lunch sponsor/booth-canceled-COVID-19	04/17/2020	15.00
Foundation of Monroe County School Corp.	09-refund-2020 WHM Lunch sponsor/booth-canceled-COVID-19	04/17/2020	15.00
League of Women Voters Bloomington-Mo. Co.	09-refund-2020 WHM Lunch sponsor/booth-canceled-COVID-19	04/17/2020	545.00



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Middle Way House	09-refund-2020 WHM Lunch sponsor/booth-canceled-COVID-19	04/17/2020	15.00
Monroe County NOW	09-refund-2020 WHM Lunch sponsor/booth-canceled-COVID-19	04/17/2020	290.00
Tandem Comm. Birth Center & Postpartum House	09-refund-2020 WHM Lunch sponsor/booth-canceled-COVID-19	04/17/2020	15.00
The Persisterhood Workshop, Inc.	09-refund-2020 WHM Lunch sponsor/booth-canceled-COVID-19	04/17/2020	15.00
United Methodist Women of First Methodist Church	09-refund-2020 WHM Lunch sponsor/booth-canceled-COVID-19	04/17/2020	15.00
Vibrant Life-Dr. Brittain & Dr. Mahern	09-refund-2020 WHM Lunch sponsor/booth-canceled-COVID-19	04/17/2020	545.00
Women's International League of Peace & Freedom	09-refund-2020 WHM Lunch sponsor/booth-canceled-COVID-19	04/17/2020	15.00

Account **47050 - Donations** Totals Invoice Transactions 11 \$1,730.00

Program **090003 - Com Serv - Status of Women** Totals Invoice Transactions 11 \$1,730.00

Program **090004 - Com Serv- Accessibility**

Account **52420 - Other Supplies**

5819 - Synchrony Bank	09-Amazon-Book: Don't Call Me Inspirational: Disabled...	04/17/2020	24.95
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Account **52420 - Other Supplies** Totals Invoice Transactions 1 \$24.95

Program **090004 - Com Serv- Accessibility** Totals Invoice Transactions 1 \$24.95

Department **09 - CFRD** Totals Invoice Transactions 12 \$1,754.95

Fund **312 - Community Services** Totals Invoice Transactions 12 \$1,754.95

Fund **401 - Non-Reverting Telecom (S1146)**

Department **25 - Telecommunications**

Program **254000 - Infrastructure**

Account **52420 - Other Supplies**

1019 - Graybar Electric Company, INC	25 - Fiber Patch Cables	04/17/2020	29.50
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Account **52420 - Other Supplies** Totals Invoice Transactions 1 \$29.50

Account **53640 - Hardware and Software Maintenance**



Board of Public Works Claim Register

Invoice Date Range 04/06/20 - 04/17/20

53482 - Northern Lights Locating & Inspection, INC	25 - Line Location Services - March 2020	BC 2007-29	04/17/2020	2,500.00
Account 53640 - Hardware and Software Maintenance Totals			Invoice Transactions 1	<hr/> \$2,500.00
Account 53750 - Rentals - Other				
12283 - Smithville Communications	25-Internet Service and Telecomm Hotel-April 2020		04/09/2020	1,614.27
Account 53750 - Rentals - Other Totals			Invoice Transactions 1	<hr/> \$1,614.27
Account 54420 - Purchase of Equipment				
53442 - Paragon Micro, INC	25 - 2 Cisco Transceiver Modules		04/17/2020	959.98
Account 54420 - Purchase of Equipment Totals			Invoice Transactions 1	<hr/> \$959.98
Program 254000 - Infrastructure Totals			Invoice Transactions 4	<hr/> \$5,103.75
Program 256000 - Services				
Account 53150 - Communications Contract				
12283 - Smithville Communications	25-Internet Service and Telecomm Hotel-April 2020		04/09/2020	1,375.00
203 - INDIANA UNIVERSITY	25 - Dark Fiber - March 2020		04/17/2020	65.00
Account 53150 - Communications Contract Totals			Invoice Transactions 2	<hr/> \$1,440.00
Program 256000 - Services Totals			Invoice Transactions 2	<hr/> \$1,440.00
Department 25 - Telecommunications Totals			Invoice Transactions 6	<hr/> \$6,543.75
Fund 401 - Non-Reverting Telecom (\$1146) Totals			Invoice Transactions 6	<hr/> \$6,543.75
Fund 450 - Local Road and Street(S0706)				
Department 20 - Street				
Program 200000 - Main				
Account 53520 - Street Lights / Traffic Signals				
223 - Duke Energy	02-Cottage Grove-LED energy usage-bill date 3/13/2020		04/09/2020	29.75
223 - Duke Energy	02-Country Club Dr-ped bridge-energy usage-bill date 3/12/2020		04/09/2020	25.37



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223 - Duke Energy	02-Traffic Signal Summary electric bill-bill date 3/10/2020	04/09/2020	2,939.45
223 - Duke Energy	02-3rd & Westplex-equip chgs/electric bill-bill date 3/25/20	04/09/2020	17.46
223 - Duke Energy	02-Various locations-street lght chgs.-bill date 3/30/20	04/09/2020	25.92
223 - Duke Energy	02-2nd&Patterson-Signal-elec. chgs 2/24-3/24/20	04/09/2020	41.25
223 - Duke Energy	02-Countryside & Sunflower-street light chgs-bill date 3/30/20	04/09/2020	3.90
223 - Duke Energy	02-4th&Dunn-surface lot-elec. chgs & equip costs- 4/2/20	04/09/2020	27.09
223 - Duke Energy	02-Blue Bird Alleyway-elec bill date 4/1/20-1st bill	04/09/2020	5.68
223 - Duke Energy	02-4th&WA-metered surface lot-elec. bill-bill dated 4/1/20	04/09/2020	22.77
223 - Duke Energy	02-W. 11th btwn Rogers & Fairview-elec bill date 4/1/20	04/09/2020	11.84
223 - Duke Energy	02-Middle Way House-elec. bill-4/2/20-#3910- 3921-01-9	04/09/2020	8.91
223 - Duke Energy	02-420 E. 19th-HAWK Signal-elec. bill 3/3-4/1/20	04/09/2020	13.58
223 - Duke Energy	02-912 S. Walnut-Crosswalk-electric bill-2/26- 3/26/20	04/09/2020	9.13
223 - Duke Energy	02-420 W. 4th-Crosswalk-electric bill-2/26-3/26/20	04/09/2020	9.13
223 - Duke Energy	02-114 N Walnut St (alley)-street light chgs.- 4/1/20	04/09/2020	4.88
Account 53520 - Street Lights / Traffic Signals Totals		Invoice Transactions 16	<hr/> \$3,196.11
Program 200000 - Main Totals		Invoice Transactions 16	<hr/> \$3,196.11
Department 20 - Street Totals		Invoice Transactions 16	<hr/> \$3,196.11
Fund 450 - Local Road and Street(S0706) Totals		Invoice Transactions 16	<hr/> \$3,196.11

Fund 451 - Motor Vehicle Highway(S0708)

Department **20 - Street**

Program **200000 - Main**

Account **52210 - Institutional Supplies**

313 - Fastenal Company	20-safety supplies (med.)-bandages, eyewash, cortizone-3/25/20	04/17/2020	95.35
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Account 52210 - Institutional Supplies Totals				Invoice Transactions 1	<u>\$95.35</u>
Account 52420 - Other Supplies					
409 - Black Lumber Co. INC	20-Office-dish soap, Duracell 9V batteries- 3/23/2020		04/17/2020		8.57
313 - Fastenal Company	20-safety supplies-gloves, earplugs, spray paint- 3/25/20		04/17/2020		150.89
394 - Kleindorfer Hardware & Variety	20-coupler plug, teflon tape		04/17/2020		13.87
Account 52420 - Other Supplies Totals				Invoice Transactions 3	<u>\$173.33</u>
Account 53210 - Telephone					
13969 - AT&T Mobility II, LLC	02-PW Divisions cell phone charges 2/12-3/11/20		04/09/2020		123.36
Account 53210 - Telephone Totals				Invoice Transactions 1	<u>\$123.36</u>
Account 53250 - Pagers					
332 - Indiana Paging Network, INC	20 Paging Service for Snow Control-May 2020		04/17/2020		86.96
Account 53250 - Pagers Totals				Invoice Transactions 1	<u>\$86.96</u>
Account 53610 - Building Repairs					
321 - Harrell Fish, INC (HFI)	19-Replace sewer line @Traffic Building SA	BC 2019-24	04/17/2020		10,419.37
Account 53610 - Building Repairs Totals				Invoice Transactions 1	<u>\$10,419.37</u>
Account 53920 - Laundry and Other Sanitation Services					
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-3/11/2020	BC 2009-52	04/17/2020		45.45
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-3/25/2020	BC 2009-52	04/17/2020		18.21
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-3/25/2020		04/17/2020		34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-4/1/2020	BC 2009-52	04/17/2020		22.06
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-4/1/2020		04/17/2020		34.28
Account 53920 - Laundry and Other Sanitation Services Totals				Invoice Transactions 5	<u>\$154.28</u>
Account 53990 - Other Services and Charges					



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6152 - K&S Rolloff, INC	20-rolloff serv.-sweeper dumps-3/16/20-2-418226/418245	04/17/2020	330.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-2,500 gal.-3/16/20	04/17/2020	170.00
Account 53990 - Other Services and Charges Totals		Invoice Transactions 2	<hr/> \$500.00
Program 200000 - Main Totals		Invoice Transactions 14	<hr/> \$11,552.65
Department 20 - Street Totals		Invoice Transactions 14	<hr/> \$11,552.65
Fund 451 - Motor Vehicle Highway(S0708) Totals		Invoice Transactions 14	<hr/> \$11,552.65
 Fund 452 - Parking Facilities(S9502)			
Department 26 - Parking			
Program 260000 - Main			
Account 52310 - Building Materials and Supplies			
4443 - The Sherwin Williams Company	26-Paint for Stairwell Project at Walnut St. Garage	04/17/2020	676.98
Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 1	<hr/> \$676.98
 Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	02-PW Divisions cell phone charges 2/12-3/11/20	04/09/2020	30.84
Account 53210 - Telephone Totals		Invoice Transactions 1	<hr/> \$30.84
 Account 53610 - Building Repairs			
3397 - Evens Time, INC	26-Integrated Video/Audio Intercom System @ Morton & Walnut	04/17/2020	30,254.85
Account 53610 - Building Repairs Totals		Invoice Transactions 1	<hr/> \$30,254.85
 Account 53640 - Hardware and Software Maintenance			
3397 - Evens Time, INC	26-Annual Maintenance Agreement for P.A.R.C.S Equipment	BC 2020-20 04/17/2020	19,528.76
Account 53640 - Hardware and Software Maintenance Totals		Invoice Transactions 1	<hr/> \$19,528.76
 Account 53650 - Other Repairs			
6197 - CE Solutions, INC	26-Design Services for 10 yr. Capital Repairs at Morton Garage	BC 2020-06 04/17/2020	2,337.50



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6197 - CE Solutions, INC

26-Design Services for 10 yr. Capital Repairs at Walnut Garage BC 2020-07 04/17/2020 8,625.00

6197 - CE Solutions, INC

26-Change Order #2 Design Services @ Walnut St Garage Stairwell BC 2019-28 04/17/2020 592.36

Account **53650 - Other Repairs** Totals Invoice Transactions 3 \$11,554.86

Program **260000 - Main** Totals Invoice Transactions 7 \$62,046.29

Department **26 - Parking** Totals Invoice Transactions 7 \$62,046.29

Fund **452 - Parking Facilities(S9502)** Totals Invoice Transactions 7 \$62,046.29

Fund 456 - MVH Restricted

Department **20 - Street**

Program **200000 - Main**

Account **52420 - Other Supplies**

313 - Fastenal Company 20-Paving Crew-2 gal & 3 gal sprayers-3/30/2020 04/17/2020 282.36

394 - Kleindorfer Hardware & Variety 20-2 pump sprayers 04/17/2020 59.98

394 - Kleindorfer Hardware & Variety 20-4 boxes-rags in a box 04/17/2020 47.96

Account **52420 - Other Supplies** Totals Invoice Transactions 3 \$390.30

Program **200000 - Main** Totals Invoice Transactions 3 \$390.30

Department **20 - Street** Totals Invoice Transactions 3 \$390.30

Fund **456 - MVH Restricted** Totals Invoice Transactions 3 \$390.30

Fund 601 - Cum Cap Development(S2391)

Department **13 - Planning**

Program **130000 - Main**

Account **53110 - Engineering and Architectural**

10081 - Strand Associates, INC 13-Crosswalk Imp. Proj-serv. 2/1-2/29/20 BC 2019-143 04/17/2020 6,255.00

Account **53110 - Engineering and Architectural** Totals Invoice Transactions 1 \$6,255.00



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Program 130000 - Main Totals	Invoice Transactions 1	\$6,255.00
Department 13 - Planning Totals	Invoice Transactions 1	\$6,255.00
Fund 601 - Cum Cap Development(S2391) Totals	Invoice Transactions 1	\$6,255.00

Fund 730 - Solid Waste (S6401)

Department 16 - Sanitation

Program 160000 - Main

Account 52420 - Other Supplies

13969 - AT&T Mobility II, LLC	02-PW Divisions cell phone charges 2/12-3/11/20	04/09/2020	45.99
793 - Indiana Safety Company, INC	16-Latex Gloves, brown Jersey, Industrial gloves COVID-19	04/17/2020	686.53
793 - Indiana Safety Company, INC	16-Laxtes gloves for employees COVID-19	04/17/2020	553.20
793 - Indiana Safety Company, INC	16-Jersey Gloves, Hard Hats & coated gloves- COVID 19	04/17/2020	710.93
53005 - Menards, INC	16-bleach and spray bottles-COVID 19	04/17/2020	27.34
53005 - Menards, INC	16-paint supplies for outside poles	04/17/2020	35.63

Account 52420 - Other Supplies Totals	Invoice Transactions 6	\$2,059.62
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Account 53140 - Exterminator Services

51538 - Economy Termite & Pest Control, INC	19-SA Monthly Pest Control @ Sanitation	BC 2019-109	04/17/2020	125.00
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Account 53140 - Exterminator Services Totals	Invoice Transactions 1	\$125.00
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Account 53150 - Communications Contract

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-communication radios for trucks-3/1/20	04/17/2020	572.05
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Account 53150 - Communications Contract Totals	Invoice Transactions 1	\$572.05
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Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	02-PW Divisions cell phone charges 2/12-3/11/20	04/09/2020	30.84
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Account 53210 - Telephone Totals	Invoice Transactions 1	\$30.84
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Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-3/11/20	BC 2009-52	04/17/2020	11.14
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-3/11/20		04/17/2020	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-3/18/20	BC 2009-52	04/17/2020	11.14
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-3/18/20		04/17/2020	27.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-3/25/20	BC 2009-52	04/17/2020	11.14
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-3/25/20		04/17/2020	27.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-4/1/20	BC 2009-52	04/17/2020	11.14
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-4/1/20		04/17/2020	27.26
Account 53920 - Laundry and Other Sanitation Services Totals			Invoice Transactions 8	<hr/> \$149.60

Account 53950 - Landfill

52226 - Hoosier Transfer Station-3140	16-trash disposal fees - 2/17-2/29/20		04/17/2020	11,918.43
52226 - Hoosier Transfer Station-3140	16-recycling fees - 2/17-2/27/20		04/17/2020	3,828.54
52226 - Hoosier Transfer Station-3140	16-recycling fees - 3/2-3/12/20		04/17/2020	3,978.74
52226 - Hoosier Transfer Station-3140	16-trash disposal fees - 3/2-3/14/20		04/17/2020	12,196.91
Account 53950 - Landfill Totals			Invoice Transactions 4	<hr/> \$31,922.62

Account 53990 - Other Services and Charges

20275 - The Travelers Indemnity	16-J. Brown Accident -1/9/2020-J. Morrow		04/17/2020	4,664.42
Account 53990 - Other Services and Charges Totals			Invoice Transactions 1	<hr/> \$4,664.42
Program 160000 - Main Totals			Invoice Transactions 22	<hr/> \$39,524.15
Department 16 - Sanitation Totals			Invoice Transactions 22	<hr/> \$39,524.15
Fund 730 - Solid Waste (S6401) Totals			Invoice Transactions 22	<hr/> \$39,524.15

Fund 800 - Risk Management(S0203)



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Department **10 - Legal**

Program **100000 - Main**

Account **52430 - Uniforms and Tools**

8613 - Crane's Leather & Shoe Shop, INC	10-D. McGlothlin-2020 safety shoes (8.5D)- 3/13/20	04/17/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-B. Solbrig-2020 safety shoes (12EE)-3/11/20	04/17/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-K. Hudson-2020 safety shoes (13W)-3/24/20	04/17/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-R. Robertson-2020 safety shoes (11W)-3/24/20	04/17/2020	100.00
Account 52430 - Uniforms and Tools Totals Invoice Transactions 4			\$400.00

Account **53130 - Medical**

7324 - Roy L Bruce	10 CDL physical 2020 reimbursement bruce	04/17/2020	90.00
7234 - William A Porter, JR	10 CDL physical 2020 reimbursement porter JR	04/17/2020	75.00
Account 53130 - Medical Totals Invoice Transactions 2			\$165.00

Account **53420 - Worker's Comp & Risk**

2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Kinser/Sharp -202049	04/08/2020	1,201.09
Account 53420 - Worker's Comp & Risk Totals Invoice Transactions 1			\$1,201.09
Program 100000 - Main Totals Invoice Transactions 7			\$1,766.09
Department 10 - Legal Totals Invoice Transactions 7			\$1,766.09
Fund 800 - Risk Management(S0203) Totals Invoice Transactions 7			\$1,766.09

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 ASO/Admin \$9,930.58	04/17/2020	2,125.20
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18539 - Life Insurance Company Of North America	12-March 2020 LINA \$34,058.64	04/17/2020	4,265.30
Account 53990 - Other Services and Charges Totals		Invoice Transactions 2	<hr/> \$6,390.50
Account 53990.1201 - Other Services and Charges Health Insurance			
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$198.03	04/08/2020	198.03
Account 53990.1201 - Other Services and Charges Health Insurance Totals		Invoice Transactions 1	<hr/> \$198.03
Account 53990.1278 - Other Services and Charges Disability LTD			
18539 - Life Insurance Company Of North America	12-March 2020 LINA \$34,058.64	04/17/2020	3,543.13
Account 53990.1278 - Other Services and Charges Disability LTD Totals		Invoice Transactions 1	<hr/> \$3,543.13
Program 120000 - Main Totals		Invoice Transactions 4	<hr/> \$10,131.66
Department 12 - Human Resources Totals		Invoice Transactions 4	<hr/> \$10,131.66
Fund 801 - Health Insurance Trust Totals		Invoice Transactions 4	<hr/> \$10,131.66
Fund 802 - Fleet Maintenance(S9500)			
Department 17 - Fleet Maintenance			
Program 170000 - Main			
Account 43380 - Other Services			
204 - State Of Indiana	17-Inspection of Air Receiver @ Fleet	04/17/2020	25.00
Account 43380 - Other Services Totals		Invoice Transactions 1	<hr/> \$25.00
Account 52230 - Garage and Motor Supplies			
4693 - Monroe County Tire & Supply, INC	17-lug nuts-Bulge acorn XL	04/17/2020	20.00
4693 - Monroe County Tire & Supply, INC	17-tires-LT245/75R17-(2)	04/17/2020	356.56
4693 - Monroe County Tire & Supply, INC	17-tires-P255/700R16-(4)	04/17/2020	561.00
Account 52230 - Garage and Motor Supplies Totals		Invoice Transactions 3	<hr/> \$937.56
Account 52320 - Motor Vehicle Repair			



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244 - Bloomington Ford, INC	17-Unit #129-work-coolant leak	04/17/2020	25.30
244 - Bloomington Ford, INC	17-sensor asy	04/17/2020	31.30
244 - Bloomington Ford, INC	17-gasket, pan-asy-transmission	04/17/2020	79.58
244 - Bloomington Ford, INC	17-kit-remote start	04/17/2020	223.93
244 - Bloomington Ford, INC	17-cable asy-batter	04/17/2020	291.78
244 - Bloomington Ford, INC	17 - #629 engine and oil cooler replacement	04/17/2020	15,594.65
5481 - Bright Equipment, INC (BobCat of Indy)	17-#469-fuel filter	04/17/2020	59.91
5481 - Bright Equipment, INC (BobCat of Indy)	17-#469-seal kit	04/17/2020	84.88
4335 - Circle Distributing, INC	17-switch-asy-oil	04/17/2020	3.98
4335 - Circle Distributing, INC	17-ABS sensor	04/17/2020	45.99
4335 - Circle Distributing, INC	17-front wall	04/17/2020	63.60
4335 - Circle Distributing, INC	17-stock-misc parts-3/25/20	04/17/2020	145.74
4335 - Circle Distributing, INC	17-stock-misc. parts-3/30/20	04/17/2020	244.56
5792 - Clark Truck Equipment Co., INC	17-stock-Viking Conveyor Chain	04/17/2020	1,903.10
3560 - First Financial Bank / Credit Cards	17-Boss Lighting - #672 replacement lights	04/17/2020	682.42
796 - Interstate Battery System of Bloomington, INC	17-batteries-MT-34, MTP-65HD	04/17/2020	174.74
796 - Interstate Battery System of Bloomington, INC	17-batteries-31-MHD, MT-34, MTP-65HD	04/17/2020	546.26
11672 - Jack Doheny Companies, INC	17-601 low pressure switch	04/17/2020	256.22
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-gaskets,o-rings	04/17/2020	72.60
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-gasket	04/17/2020	79.20
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-gaskets, o-rings, hose	04/17/2020	212.53
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-	04/17/2020	757.35
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-#958 couplings/hose	04/17/2020	131.16



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2974 - MacAllister Machinery Co, INC	17-flasher-12V		04/17/2020	18.06
582 - Town & Country Chrysler Dodge Jeep, INC	17-starter core credit-Inv. #5067279		04/17/2020	(75.00)
582 - Town & Country Chrysler Dodge Jeep, INC	17-starter: engine		04/17/2020	342.20
2096 - West Side Tractor Sales CO.	17-keys-(3)		04/17/2020	33.27
2096 - West Side Tractor Sales CO.	17-gasket		04/17/2020	34.18
2096 - West Side Tractor Sales CO.	17-sensor		04/17/2020	64.36
Account 52320 - Motor Vehicle Repair Totals			Invoice Transactions 29	<hr/> \$22,127.85
Account 52420 - Other Supplies				
409 - Black Lumber Co. INC	17-shop-9" 8T carbide steel Demon 3PK		04/17/2020	39.99
177 - Indiana Oxygen Company, INC	17-tip cleaner-Acetylene for cutting tip		04/17/2020	69.41
3286 - Peacetree, INC (PEI Maintenance)	17-parts for fuel pump-retractor reel asy		04/17/2020	196.50
Account 52420 - Other Supplies Totals			Invoice Transactions 3	<hr/> \$305.90
Account 53140 - Exterminator Services				
51538 - Economy Termite & Pest Control, INC	19-SA Monthly Pest Control @ Fleet	BC 2019-109	04/17/2020	95.00
Account 53140 - Exterminator Services Totals			Invoice Transactions 1	<hr/> \$95.00
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	02-PW Divisions cell phone charges 2/12-3/11/20		04/09/2020	30.84
Account 53210 - Telephone Totals			Invoice Transactions 1	<hr/> \$30.84
Account 53620 - Motor Repairs				
244 - Bloomington Ford, INC	17 - #629 engine and oil cooler replacement		04/17/2020	5,109.00
3560 - First Financial Bank / Credit Cards	17-Axle Surgeons-#673-repair to axles-3/19/2020		04/17/2020	1,195.00
4474 - Ken's Westside Service & Towing, LLC	17-towing-squad car-2019 Dodge Charger-3/20/20		04/17/2020	75.00
4474 - Ken's Westside Service & Towing, LLC	17-towing-Unit #673-3/24/20		04/17/2020	75.00



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Account **53620 - Motor Repairs** Totals Invoice Transactions 4

 \$6,454.00

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-3/25/20		04/17/2020	70.08
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-3/25/2020	BC 2009-52	04/17/2020	15.94
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-4/1/20		04/17/2020	70.08
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-4/1/20	BC 2009-52	04/17/2020	15.94

Account **53920 - Laundry and Other Sanitation Services** Totals Invoice Transactions 4

 \$172.04

Account 53990 - Other Services and Charges

3560 - First Financial Bank / Credit Cards	17-BMV-title fees		04/17/2020	60.00
3560 - First Financial Bank / Credit Cards	17-BMV-title fees-3/11/2020		04/17/2020	30.00

Account **53990 - Other Services and Charges** Totals Invoice Transactions 2

 \$90.00

Program **170000 - Main** Totals Invoice Transactions 48

 \$30,238.19

Department **17 - Fleet Maintenance** Totals Invoice Transactions 48

 \$30,238.19

Fund **802 - Fleet Maintenance(\$9500)** Totals Invoice Transactions 48

 \$30,238.19

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 ASO/Admin \$9,930.58		04/17/2020	7,805.38
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Account **53990.1241 - Other Services and Charges Vision** Totals Invoice Transactions 1

 \$7,805.38

Account 53990.1271 - Other Services and Charges Section 125 - URM- City

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		04/06/2020	419.44
17785 - The Howard E. Nyhart Company, INC	12-City URM		04/06/2020	250.02



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17785 - The Howard E. Nyhart Company, INC	12-City URM	04/06/2020	16.78
17785 - The Howard E. Nyhart Company, INC	12-City URM	04/07/2020	308.43
17785 - The Howard E. Nyhart Company, INC	12-City URM/DDC	04/07/2020	150.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/08/2020	30.07
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/09/2020	80.73
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals Invoice Transactions 7			\$1,255.47
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City			
17785 - The Howard E. Nyhart Company, INC	12-City URM/DDC	04/07/2020	665.00
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals Invoice Transactions 1			\$665.00
Account 53990.1273 - Other Services and Charges Term Life			
18539 - Life Insurance Company Of North America	12-March 2020 LINA \$34,058.64	04/17/2020	16,338.18
Account 53990.1273 - Other Services and Charges Term Life Totals Invoice Transactions 1			\$16,338.18
Account 53990.1277 - Other Services and Charges Disability STD			
18539 - Life Insurance Company Of North America	12-March 2020 LINA \$34,058.64	04/17/2020	9,912.03
Account 53990.1277 - Other Services and Charges Disability STD Totals Invoice Transactions 1			\$9,912.03
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/06/2020	40.02
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/08/2020	24.34
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/09/2020	149.40
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals Invoice Transactions 3			\$213.76
Account 53990.1283 - Other Services and Charges Health Savings Account			
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	04/08/2020	18,241.40
Account 53990.1283 - Other Services and Charges Health Savings Account Totals Invoice Transactions 1			\$18,241.40



Board of Public Works Claim Register

Invoice Date Range 04/06/20 - 04/17/20

Program 120000 - Main Totals	Invoice Transactions 15	\$54,431.22
Department 12 - Human Resources Totals	Invoice Transactions 15	\$54,431.22
Fund 804 - Insurance Voluntary Trust Totals	Invoice Transactions 15	\$54,431.22

Fund 805 - Unemployment Comp Non-Reverting

Department **12 - Human Resources**

Program **120000 - Main**

Account **53990 - Other Services and Charges**

204 - State Of Indiana	12 Unemployment Claim (Bohs)	04/17/2020	364.10
Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	\$364.10
Program 120000 - Main Totals		Invoice Transactions 1	\$364.10
Department 12 - Human Resources Totals		Invoice Transactions 1	\$364.10
Fund 805 - Unemployment Comp Non-Reverting Totals		Invoice Transactions 1	\$364.10

Fund 978 - City 2016 GO Bond Proceeds

Department **06 - Controller's Office**

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

Account **54310 - Improvements Other Than Building**

16 - Butler, Fairman & Seufert, INC	13-Jackson Creek Trail Phase 2_Design-2/1- 2/29/20	BC 2019-11	04/17/2020	8,481.00
Account 54310 - Improvements Other Than Building Totals		Invoice Transactions 1		\$8,481.00
Program 06016C - 2016 C Jackson Trail Totals		Invoice Transactions 1		\$8,481.00
Department 06 - Controller's Office Totals		Invoice Transactions 1		\$8,481.00
Fund 978 - City 2016 GO Bond Proceeds Totals		Invoice Transactions 1		\$8,481.00
Grand Totals		Invoice Transactions 275		\$468,382.72

REGISTER OF CLAIMS

Board: Safety Board

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
4/17/2020	Claims				596,299.41
					<u>596,299.41</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **\$ 596,299.41**

Dated this 14th day of April year of 2020

_____	_____	_____
<u>Kyla Cox Deckard President</u>	<u>Beth H. Hollingsworth Vice President</u>	<u>Dana Palazzo Secretary</u>

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 _____