



C. Green:

BOARD LISTING FOR MARCH 27, 2013  
RATIFICATION OF PAYROLL FOR MARCH 22, 2013

TOTAL PAYROLL	\$1,525,475.22
<b>TOTAL PAID</b>	<b>\$1,525,475.22</b>

Madame President, I move that we ratify payroll for March 22, 2013.

D. Williams: Second.

N. Allen: Any questions? All those in favor signify by the sound of aye.

3 Yes  
0 Nays

C. Green:

RATIFICATION OF CLAIMS PAID ON MARCH 25, 2013

GENESIS CENTER OPERATING	\$ 11,632.08
<b>TOTAL CLAIMS PAID</b>	<b>\$ 11,632.08</b>

Madame President, I move that we ratify claims for March 25, 2013.

D. Williams: Second.

N. Allen: Any questions? All those in favor signify by the sound of aye.

3 Yes  
0 Nays

C. Green:

BOARD LISTING FOR MARCH 27, 2013  
APPROVAL OF CLAIMS TO BE PAID ON MARCH 27, 2013

<b>GENERAL</b>	<b>\$ 169,620.71</b>
PROTECTIVE SERVICE	\$ 2385.05
COMP COURT	\$ 1545.96
LAW ENF TRAINING	\$ 227.70
LOCAL ROADS AND STREETS	\$ 37,268.69

MOTOR VEHICLE HWY	\$ 100.95	
SOLID WASTE RECYC	\$ 409.08	
HHS	\$ 1878.23	
PARK DEPT.	\$ 1206.00	
PARK ATHLETICS	\$ 276.00	
VEHICLE AUCTION	\$ 1618.20	
BIO-TERRORISM	\$ 3870.06	
COPS TECHNOLOGY	\$ 15,393.90	
COMMUNITY DEVELOPMENT	\$ 43,183.22	
MEDIA FUND	\$ 3764.41	
CCI	\$ 14,799.30	
MARQUETTE RENOVATIONS	\$ 8800.42	
CITY COUNCIL	\$ 255.00	
DEPOSITORY TRUST	\$ 4731.00	
CONSOLIDATED AREA	\$ 11,340.00	
<b>SPECIAL REVENUE</b>		<b>\$ 153,053.17</b>
<b>HOME PROGRAM</b>		<b>\$ 14,000.00</b>
<b>MARQUETTE PARK</b>		<b>\$ 700.00</b>
<b>GOLF COURSE FUND</b>		<b>\$ 4551.28</b>
<b>EMPOWERMENT ZONE</b>		<b>\$ 22,374.70</b>
<b>GENESIS CENTER OPERATING</b>		<b>\$ 282.98</b>
<b>ECONOMIC DEVELOPMENT TRUST</b>		<b>\$ 4230.76</b>
<b>POLICE PENSION FUND</b>		<b>\$ 2625.00</b>
<b>SELF INSURANCE</b>		<b>\$ 655.60</b>
<b>NSP</b>		<b>\$ 96,517.00</b>
<b>TOTAL TO BE PAID</b>		<b>\$ 468,611.20</b>

Madame President, I move that we ratify claims for March 21, 2013.

D. Williams: Second.

N. Allen: Any questions? All those in favor signify by the sound of aye.

3 Yes  
0 Nays

C. Green:  
BOARD LISTING FOR MARCH 27, 2012  
APPROVAL OF PENSION PAYROLL ON MARCH 27, 2013

FIRE PENSION PAYROLL	\$391,185.23	
POLICE PENSION PAYROLL	\$414,425.39	
<b>TOTAL PENSION PAYROLL</b>		<b>\$805,610.62</b>

Madame President, I move that we approve pension payroll for March 27, 2013.

D. Williams: Second.

N. Allen: Any questions? All those in favor signify by the sound of aye.

3 Yes  
0 Nays

#### BIDS/ PROPOSALS TO BE RECEIVED

#### COMMUNICATIONS SYSTEM-

#### FIRE DEPARTMENT

N. Allen: Is there anyone in the audience with a bid to be received for the Gary Fire Department Two-way Radio Project? Is there anyone in the audience with a bid to be received for the Gary Fire Department Two-way Radio Project that has not already submitted a bid? Is there anyone in the audience with a bid to be received for the Gary Fire Department Two-way Radio Project? Seeing none, hearing none, may I have a motion to close receiving bids?

C. Green: Move to close receiving bids for the Gary Fire Department Two-Way Radio Project.

D. Williams: Second.

N. Allen: It's been moved and properly second that we close receiving bids for the GFD Two-Way Radio Project. Are there any comments/ questions? Hearing none, seeing none, all those in favor, signify by the sound of aye.

C. Green, D. Williams: Aye.

N. Allen: Ayes have it. Motion carried. Madame Clerk, how many bids did we receive for the GFD Two-Way Radio Project?

C. LaBroi: We received three bids for the GFD Two-way Radio Project.

N. Allen: What is the Board's pleasure?

C. Green: Move to open the three bids that we received for the GFD Two-Way Radio Project.

D. Williams: Second.

N. Allen: It's been moved and properly second that we open the three bids that we received for the GFD Two-Way Radio Project. Are there any comments/ questions? Hearing none, seeing none, all those in favor, signify by the sound of aye.

C. Green, D. Williams: Aye.

N. Allen: The ayes have it. Motion carried. The three bids may be opened.

C. LaBroi: The first bid is from Tri- Electronics, 6231 Calumet Avenue, Hammond, Indiana, 46324.

C. Green:       **Tri-Electronics, Inc.**  
6231 Calumet Avenue  
Hammond, Indiana 46324  
**\$92,056.00**

Incl: the Form 96, Non-collusion Affidavit, Financial Statement, Bid Bond.

C. LaBroi: The second bid received is from A Beep, LLC., 452 N. Chicago Street, Joliet, Illinois, 60432.

C. Green:       **A Beep, LLC**  
452 N. Chicago Street  
Joliet, Illinois 60432  
**\$93,915.00**

Incl: the Form 96, Non-collusion Affidavit, Financial Statement, Bid Bond-Cashier's Check #740868 for \$4695.75.

C. LaBroi: The last bid is from Chicago Communications, LLC, 200 Spangler Avenue, Elmhurst, Illinois. 60126.

C. Green:       **Chicago Communications, LLC**  
200 Spangler Avenue  
Elmhurst, Il. 60126  
**\$129,826.00**

Incl: the Form 96, Non-collusion Affidavit, Bid Bond.

Madame President, I move that we refer the bids to staff for recommendation.

D. Williams: Second.

N. Allen: It's been moved and properly second. Are there any comments/ questions? Hearing none, all those in favor signify by the sound of aye.

3 Ayes

0 Nays

AWARDS

VAN W/ AN AERIAL LIFT-

TRAFFIC DEPARTMENT

C. Green:

TO:     BOARD OF PUBLIC WORKS AND SAFETY  
FROM:  SAM SHAPIRA, CIVIL TRAFFIC ENGINEER

RE: CARGO VAN WITH AERIAL BUCKET  
DATE: MARCH 27, 2013

The Traffic Department solicited quotes for a 2013 Cargo Van with an Aerial Bucket.

The following three companies responded to the quote. They are:

1. Paul Heuring Motors  
720 N. Hobart Road  
Hobart, IN. 46342  
Total: \$66,240.68
2. Lake Shore Ford  
244 Melton Road  
Chesterton, IN. 46304  
Total: \$50,708.00
3. Linco Equipment Sales, Inc.  
2168 E. 88<sup>th</sup> Drive  
Merrillville, IN. 46410  
Total: \$67,000.00

We have selected Lake Shore Ford for they had the lowest bid.

Madame President, I move that we accept the recommendation of the department for the cargo van with aerial bucket.

D. Williams: Second.

N. Allen: It's been moved and properly second. Are there any comments/ questions? Hearing none, all those in favor signify by the sound of aye.

3 Ayes

0 Nays

## **CORRESPONDENCES AND AGREEMENTS**

**CORRESPONDENCE FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT RE:** Approval of the Inter-agency Agreement between the Law Department and Community Development

C. Green:

TO: BOARD OF PUBLIC WORKS AND SAFETY  
FROM: ARLENE D. COLVIN, DIRECTOR  
RE: APPROVAL OF INTERAGENCY AGREEMENT  
DATE: MARCH 21, 2013

Attached is an interagency agreement between the City of Gary's Community Development Division and the Law Department.

Under the agreement, the Law Department will administer \$200,000.00 in funding for the provision of code enforcement services in the City. I am requesting Board approval of this agreement.

If you have any questions, do not hesitate to contact me.

TO: ARLENE D. COLVIN, EX. DIRECTOR  
FROM: INGA LEWIS- SHANNON, ATTORNEY  
RE: CDBG 2012 CODE ENFORCEMENT INTERAGENCY AGREEMENT  
DATE: MARCH 17, 2013

The Law Office of Inga Lewis- Shannon has reviewed the attached CDBG 2012 Code Enforcement Interagency Agreement between the City of Gary Department of Community Development and the City of Gary Law Department. The contract is to provide for salaries and overhead costs associated with property inspections and follow- up actions (such as legal proceedings) directly related to the enforcement (not correction) of state and local codes.

The contract is for services to be performed for the year 2012. Pursuant to the contract, the agency will be paid an amount not to exceed \$200,000.00. The contract is in proper legal form and is sufficient to adequately protect the interests of the City of Gary.

The Law Office of Inga Lewis- Shannon did not negotiate said contract and therefore makes no comment on the terms contained therein. The Law Office of Inga Lewis- Shannon does not monitor the performance of the contractor.

**INTERAGENCY AGREEMENT BETWEEN THE CITY OF GARY, INDIANA DEPARTMENT OF COMMUNITY DEVELOPMENT AND THE CITY OF GARY, INDIANA LAW DEPARTMENT FOR THE CODE ENFORCEMENT PROGRAM –PROGRAM YEAR 2012**

**I. SCOPE OF PROJECT**

Activities

Agency shall undertake and complete the activities as set forth in Attachment A to this agreement...

**II. SCOPE OF SERVICES**

- A. General Administration
- B. Levels of Accomplishment
- C. Staffing
- D. Performance Monitoring

**III. TIME OF PERFORMANCE**

.. is from October 2012...

**V. PAYMENT**

...is not to exceed \$200,000.00...

Madame President, I move that we ratify the contract between the City of Gary's Law Department and Community Development for Code Enforcement.

D. Williams: Second.

N. Allen: It's been moved and properly second. Are there any comments/ questions? Hearing none, all those in favor signify by the sound of aye.

3 Ayes

0 Nays

**CORRESPONDENCE FROM THE TRAFFIC DEPARTMENT RE: Request for Disabled Parking Signs**

C. Green:

TO: BOARD OF PUBLIC WORKS AND SAFETY  
FROM: SAM SHAPIRA, CIVIL TRAFFIC ENGINEER  
RE: REQUEST FOR DISABLED PARKING SIGNAGE  
DATE: MARCH 20, 2013

The below- named party has requested either a disabled sign to be placed in front of their property or the renewal of a disabled sign that was placed in front of their property. As a result, the Traffic Department has conducted a thorough investigation to determine the validity of the request as well as the need.

Subsequently, this party has satisfactorily complied with the prescribed regulations as outlined in the City of Gary Ordinance number 40.324 and we recommend approval.

The request is valid for one year and has to be renewed annually following the same procedure as outlined in Ordinance number 40.324.

NEW:

Name: Cipriano Rodriguez  
Address: 4807 Adams Street  
City, State, Zip: Gary, Indiana 46408

Madame President, I move that we approve the request for the disabled parking sign for Cipriano Rodriguez.

D. Williams: Second.

N. Allen: It's been moved and properly second. Are there any comments/ questions? Hearing none, all those in favor signify by the sound of aye.

3 Ayes

0 Nays



**CORRESPONDENCE FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT RE:** Contract between Dunes Construction, LLC and D.L. Lee

C. Green:

TO: BOARD OF PUBLIC WORKS AND SAFETY  
FROM: ARLENE D. COLVIN, DIRECTOR  
RE: APPROVAL OF CONTRACT- 3714 MADISON STREET  
DATE: MARCH 7, 2013

Bids were received by the Board of Public Works and Safety for the rehabilitation of 3714 Madison Street.

The bid was awarded to the following lowest responsible and responsive bidder for the listed property:  
Dunes Construction LLC \$6200.00

Accordingly, we are requesting that the attached contract be approved. If you have any questions, do not hesitate to contact me.

TO: ARLENE D. COLVIN, EX. DIRECTOR  
FROM: INGA LEWIS- SHANNON, ATTORNEY  
RE: CDBG HOUSING REPAIR SERVICES CONTRACT  
DATE: FEBRUARY 16, 2013

The Law Office of Inga Lewis- Shannon has reviewed the attached CDBG Housing Repair Services Contract between Deloris Ann Lee and Dunes Construction, LLC. Pursuant to the contract, the contractor will be paid an amount not to exceed \$6200.00. The contract is in proper legal form and is sufficient to adequately protect the interests of the City of Gary.

The Law Office of Inga Lewis- Shannon did not negotiate said contract and therefore makes no comment on the terms contained therein. The Law Office of Inga Lewis- Shannon does not monitor the performance of the contractor.

Bid Tabulation attached and Notice to Proceed.

**DEPARTMENT OF COMMUNITY DEVELOPMENT  
HOUSING REPAIR PROGRAM  
CDBG PROGRAM YR 2013**

1. Scope of Work

Item Description	Unit	Unit Price	Total Cost	
Installation of Aluminum Fascia	200 L.F.	\$2200.00	\$2200.00	
Install new gutters and downspouts	160 L.F.	\$ 800.00	\$800.00	
Remodel bathroom	1.00 TL	\$3200.00	\$3200.00	
<b>TOTAL</b>			<b>\$6200.00</b>	

3. TIME OF COMPLETION

...30 calendar days...

Madame President, I move that we approve the contract between the Deloris Ann Lee and Dunes Construction, LLC for the property at 3714 Madison Street.

D. Williams: Second.

N. Allen: It's been moved and properly second. Are there any comments/ questions? Hearing none, all those in favor signify by the sound of aye.

3 Ayes

0 Nays

**CORRESPONDENCE FROM THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND GREEN URBANISM**

**RE:** Contract for

- Chauncre Sprouse
- A-5 Group

C. Green:

TO: CLOTEAL LABROI, DIRECTOR  
FROM: RICHARD LEVERETT, ASST. CITY ATTORNEY  
RE: **CONTRACT FOR C. SPROUSE**  
DATE: MARCH 18, 2013

The Law Department has reviewed the enclosed contract for services. It is in proper legal form and is sufficient to adequately protect the interests of the City of Gary. The Law Department did not negotiate the terms and therefore makes no comment on the content of those items. Upon receipt of this memorandum, please place on the next scheduled Board of Works meeting. If there are any questions, please advise.

TO: BOARD OF PUBLIC WORKS AND SAFETY  
FROM: LAUREN RIGA, DIRECTOR  
RE: GARY CARE II COORDINATOR CONTRACT MODIFICATION  
DATE: DECEMBER 10, 2012

Please review the attached contract modification to extend Mrs. Chauncre Sprouse's contract as CARE Level II Project Coordinator through April 30, 2013 increasing compensation by \$15,250 at an amended hourly rate of \$30.00 per hour not extending \$25,000.00. Mrs. Sprouse will complete program deliverables and submit all final report requirements to the EPA for the completion of the CARE II Program. Additionally, Mrs. Sprouse will continue to implement the "Healthy Children/ Healthy Homes/ Healthy Neighborhoods" Initiative to guide the implementation of our Community Action Plan (CAP) priorities in 2013.

I have also attached the form QC12, request for review of contract to provide city services and a form QC40 signed by the Finance Department. Please accompany the required memorandum drafted from the Law Department placing the contract on the Board of Public Works agenda for approval. If you have any questions, please do not hesitate to contact me. Thank you for your assistance in this matter.

TO: CLOTEAL LABROI, DIRECTOR  
FROM: LAUREN RIGA, DIRECTOR  
RE: GARY CARE II COORDINATOR CONTRACT AMENDMENT  
DATE: JANUARY 17, 2013

This is a written amendment to extend Mrs. Chauncre Sprouse's contract for CARE Level II Project Coordinator [for] \$15,250.00 at an amended hourly rate of \$30.00 per hour to complete program deliverables and submit all final reports to the EPA for the completion of the CARE II Program. Mrs. Sprouse will continue to implement the "Healthy Children/ Healthy Homes/ Healthy Neighborhoods" Initiative to guide the implementation of our Community Action Plan (CAP) priorities in 2013. She will also be responsible for fulfilling the deliverables of the EPA grant agreement and close out the grant.

**FIRST MODIFICATION TO CONTRACT FOR  
PROFESSIONAL SERVICES**

...Article 2. Term of Agreement is modified as follows:

2.1 This contract shall be for a term commencing on the effective date and expiring April 30, 2013 subject to extension or earlier termination as herein provided. This agreement, if not renewed in writing for an additional fixed period and agreed to by both parties, shall terminate when the Term expires.

Article 3. Compensation

As compensation for satisfactory performance...city agrees to pay contractor an amount not to exceed \$15,250.00. In no event shall contractor amount exceed without \$25,000.00 without written amendment approved.

Madame President, I move that we ratify the agreement for Mrs. Chauncre Sprouse as CARE Level II Project Coordinator.

D. Williams: Second.

N. Allen: It's been moved and properly second. Are there any comments/ questions? Hearing none, all those in favor signify by the sound of aye.

3 Ayes

0 Nays

C. Green:

TO: CLOTEAL LABROI, DIRECTOR  
FROM: RICHARD LEVERETT, ASST. CITY ATTORNEY  
RE: **CONTRACT FOR A-5 GROUP**  
DATE: MARCH 18, 2013

The Law Department has reviewed the enclosed contract for services. It is in proper legal form and is sufficient to adequately protect the interests of the City of Gary. The Law Department did not negotiate the terms and therefore makes no comment on the content of those items. Upon receipt of this memorandum, please place on the next scheduled Board of Works meeting. If there are any questions, please advise.

TO: CLOTEAL LABROI, DIRECTOR  
FROM: LAUREN RIGA, DIRECTOR  
RE: A-5 GROUP INC., CONTRACT  
DATE: JANUARY 17, 2013

Enclosed is a contract for A5 Group Inc. to conduct technical assistance with fulfilling communication and content management deliverables of the EPA CARE II grant for the transition of the CARE Partnership to an ongoing, sustainable organization to implement the Healthy Communities Action Plan. A5 Group Inc. was selected because they are the only company that has this specialty in [the] field of sustainability.

TO: NIQUELLE ALLEN, CORPORATE COUNSEL  
FROM: LAUREN RIGA, DIRECTOR  
RE: GARY CARE PROGRAM WEBSITE- A-5 GROUP INC., PROFESSIONAL SERVICE  
DATE: DECEMBER 10, 2012

Please review the professional service contract agreement for A5 Group Inc., in an amount not to exceed \$25,000.00. The A5 Group Inc will provide technical assistance with fulfilling communication and content management deliverables of the EPA CARE II Grant for the transition of the CARE Partnership resulting in an ongoing, sustainable program that implements components of the Healthy Communities Action Plan. A5 Group Inc. was selected because they are the only company that has this specialty in [the] field of sustainability.

I have also attached the form QC12 request for review of contract to provide city services and [the] QC40 Form signed by the Finance Department. Please accompany the required memorandum drafted from the Law Department placing the contract on the Board of Public Works' agenda for approval. If you have any questions, please do not hesitate to contact me. Thank you for your assistance in this matter.

### **CONTRACT FOR PROFESSIONAL SERVICES**

This agreement is effective as of December 5, 2012 by and between the City of Gary...and A5 Group...

#### **1. Scope of Services**

The services to be performed by the contractor on behalf of the City are as follows:

1.1 Contractor shall provide professional services to fulfill requirements for the CARE II EPA Grant.  
1.2 Contractor will fulfill goals and associated deliverables including research and messaging, content management system, and graphic identity development...

## 2. Term of Agreement

2.1 This contract shall be for a term commencing on the effective date and expiring March 31, 2013...

## 3. Compensation

As compensation for satisfactory performance of the services set forth in Article I above, City agrees to pay contractor an amount not to exceed \$20,000.00.

Madame President, I move that we ratify the contract for A5 Group.

D. Williams: Second.

N. Allen: It's been moved and properly second. Are there any comments/ questions? Hearing none, all those in favor signify by the sound of aye.

3 Ayes

0 Nays

### **CORRESPONDENCE FROM THE LAW DEPARTMENT RE: Transfer of Property**

- Boys and Girls Club of Northwest Indiana- Tolleston Project
- Memorandum of Agreement between the Gary/ Chicago International Airport and Lake County Indiana for a Bridge Transfer

N. Allen: We are going to defer this item until the next meeting because we do not have the deed from the Boys and Girls Club Attorney to move forward. May I have a motion for that deferral?

D. Williams: Motion to defer.

C. Green: Second.

N. Allen: It's been moved and properly second. Are there any comments/ questions? Hearing none, all those in favor, signify by the sound of aye.

3 Yes

0 Nays

- Memorandum of Agreement between the Gary/ Chicago International Airport and Lake County Indiana for a Bridge Transfer

C. Green:

TO: CLOTEAL LABROI, DIRECTOR  
 FROM: NIQUELLE ALLEN, CORPORATION COUNSEL  
 RE: GARY / CHICAGO INT'L AIRPORT AND LAKE COUTY, INDIANA FOR BRIDGE  
 TRANSFER- MEMORANDUM OF AGREEMENT  
 DATE: MARCH 13, 2013

The Law Department has reviewed the enclosed Bridge Transfer Memorandum of Agreement. It is in proper legal form and is sufficient to adequately protect the interests of the City of Gary. The Law Department did not negotiate the terms and therefore makes no comment on content of those items. We request that it be placed on the Board's agenda for March 20, 2013.

**BRIDGE TRANSFER  
 MEMORANDUM OF AGREEMENT**

This agreement is made and entered into this 27<sup>th</sup> day of March, 2013 by and between the Board of County Commissioners of Lake County, Indiana hereinafter referred to as the County and the City of Gary, acting by and through its authorized officials, hereinafter referred to as the City and the Gary Chicago International Airport Authority, acting by and through its authorized official, hereinafter referred to as the Authority...

- Section 1. The Authority agrees to complete, at its expense, the road construction project on Airport Road, also known as Industrial Highway, in the City of Gary, Indiana. The Authority shall be responsible for obtaining all necessary permits and approvals from the City for the road construction project. As part of said project, the Authority agrees to complete, at their expense all aspects of the construction of the bridge, over the CSX railroad and the EJ&E railroad lines along Airport Road, with said bridge to become known as Lake County Bridge #390.
- Section 2. The City shall be responsible for all future maintenance of the roadway surface and public facilities, including all traffic signals, lighting devices, safety devices, roadway approaches, and appurtenances.
- Section 3. Upon completion of the project listed in Section1, the County shall accept maintenance and inspection jurisdiction over Bridge #390, over the CSX Railroad lines, and the EJ&E Railroad lines along Airport Road, excluding any roadway approaches, electrical systems, traffic signals, street lighting, fixtures and electrical costs.
- Section 4. The City agrees that it shall remain responsible for the maintenance, operation and repair of the approaches to said Bridge #390, together with the costs of all street lighting upon said approaches, and bridge, after the County accepts transfer of Bridge#390.
- Section 5. Upon completion of said project, the City shall officially notify the County by certified letter to formally establish a date and time for the transfer of Bridge #390 described in Section #1. The effective date of the transfer shall be determined by the County and

shall be no later than 90 days after the completion date of the project described in Section 1 of this agreement.

Section 6. Immediately after the effective date of the transfer established in Section 5, the County shall provide all future maintenance and inspection of the bridge described in Section 1 of this agreement, excluding any roadway approaches, electrical systems, traffic signals, lighting fixtures, and electrical bills for said devices.

Madame President, I move that we approve the Memorandum of Agreement between the Gary/ Chicago International Airport and Lake County, Indiana.

D. Williams: Second.

N. Allen: It's been moved and properly second. Are there any comments/ questions? Hearing none, all those in favor signify by the sound of aye.

3 Ayes  
0 Nays

**CORRESPONDENCE FROM THE FINANCE DEPARTMENT RE: Contract for Nestle**

C. Green:

TO: BOARD OF PUBLIC WORKS AND SAFETY  
FROM: M. CELITA GREEN, CONTROLLER  
RE: COFFEE AND WATER SERVICES  
DATE: MARCH 26, 2013

Please be advised that RFQ's were faxed to Ice Mountain (Nestle), Hinckley Springs, and Culligan for coffee and water services. Ice Mountain was the only company to respond. It is my recommendation that the Board of Public Works and Safety select Ice Mountain for coffee and water services

The Request for Quotations is attached.  
01 COST PER UNIT FOR THE FOLLOWING:

- Hot/ Cold Cooler
- 5 Gallon handle bottle water w/top peel tabs
- Plastic cups (accommodate hot water)
- 3 pot coffee burner
- Caffeinated and decaf coffee
- Cream
- Sugar

**ICE MOUNTAIN SERVICE PROPOSAL**

<b>PRODUCT</b>	<b>UNIT PRICE</b>	<b>YOUR PRICE</b>
5 Gal. Ice Mountain Drinking w. Handle	\$7.99	\$2.59
5 Gal. Ice Mountain Bottle Deposit	\$6.00	\$0.00
Cooler- Hot and Cold. No Spill	\$10.99	\$0.99
Carnation Coffee-mate 1/11oz	\$2.99	\$1.99
Coffee Brewer- 3 burner	\$5.99	\$0.00
10oz Bare Hot Cup 50ct/slv 20/cs	\$4.49	\$1.39
Newport Coffee 100% Columbian Decaf 42ct	\$50.99	\$31.99
Newport Coffee Traders House Blend 42ct	\$46.99	\$31.99
Sugar Canister 1/20oz	\$2.99	\$1.99

Madame President, I move that we accept the proposal from Ice Mountain as they were the only submission.

D. Williams: Second.

N. Allen: It's been moved and properly second. Are there any comments/ questions? Hearing none, all those in favor signify by the sound of aye.

3 Ayes

0 Nays

**CORRESPONDENCE FROM THE FIRE DEPARTMENT RE: Contract for AccuMed**

C. Green:

TO: BOARD OF PUBLIC WORKS  
FROM: NIQUELLE ALLEN, CORPORATION COUNSEL  
RE: ACCUMED CONTRACT FOR EMERGENCY BILLING SERVICES RENDERED BY GFD  
DATE: MARCH 26, 2013

Please be advised, the Law Department has reviewed the attached document for professional billing services. The contract adequately protects the interests of the City of Gary and the contract is in compliance with all relevant state, federal, and local laws and ordinances. The contract is for a term of three years. This contract allows the current professional service provider (AccuMed) to reduce its percentage of payment based on the monthly bills for the Gary Fire Department services which it collects.

The agreement has been signed by the provider. We request that it be placed on the Board's agenda for March 27, 2013.



## CONTRACT FOR PROFESSIONAL SERVICES

This agreement is effective as of March 4, 2013 by and between the City of Gary...and AccuMed...

### 1. Scope of Services

The services to be performed by the contractor on behalf of the City are as follows:

- 1.1 Contractor agrees to devote diligent efforts in processing invoices for amounts due and owing to the City for emergency medical services rendered by GFD as forwarded to contractor by GFD in a professional, diligent, and ethical matter. City agrees that invoices that have been processed by the City or another party will not be submitted to contractor for processing and collection and are excluded from this agreement. City acknowledged that contractor has an incentive to perform its services hereunder in a timely and efficient manner, but that timing and the amount of payment obtained to the invoices is difficult to predict. Contractor agrees to perform its duties hereunder in accordance with industry standards, applicable laws, rules, and regulations.
- 1.2 City and Contractor agree that contractor shall be the sole source for processing such invoices;
- 1.3 Contractor shall process all invoices for services rendered by GFD within ten (10) business days from the date the contractor receives accurate and complete billing information, which will permit it to perform this service (See duties of City outlined below).
- 1.4 All checks for emergency medical services collected by contractor will be made out to the City. Contractor will instruct companies and individuals (payers) to make the checks for services rendered payable to the City of Gary. Contractor will not negotiate checks payable to the City.
- 1.5 Contractor agrees to meet with GFD personnel at the City's two requested locations on two occasions in a consecutive twelve month period, for the purposes of training and education and establishing a system of communication and coordination between the parties herein. If additional in person meetings are required within a twelve month consecutive period, the responsibility for the cost(s) of additional meeting(s) will be discussed and negotiated separately between the parties hereto...

### 2. TERM OF AGREEMENT

This contract shall be for a term commencing on the effective date of execution by all signatories hereto March 4, 2013...and shall terminate March 3, 2016...

### 3. COMPENSATION

- 3.1 As compensation to contractor, City will remit to contractor on a monthly basis, 7.5% of the total amount collected by contractor for the preceding month for emergency medical services.
- 3.2 Contractor shall provide City with monthly reports as to the amounts billed and collected on each account forwarded to the Contractor for billing purposes under this agreement. City will use these monthly reports to reconcile the monthly invoices from Contractor. City agrees to pay the agreed upon percentage of verified collections (at 7.5%) within thirty days of receipt of the monthly reports.
- 3.3 Contractor agrees to waive any set-up fees associated with the account.
- 3.4 Parties agree that the statutory duplication fee applicable to municipalities will be applied and charged by Contractor only when the City requests a report which has been previously provided by the Contractor.
- 3.5 In the event that contractor receives more than one payment for its services with respect to an invoice processed by Contractor on behalf of the City, Contractor agrees to refund to the City the amount it receives that is in excess of the amount Contractor is entitled to under the terms of this agreement.

Madame President, I move that we ratify the agreement contract for AccuMed .

D. Williams: Second.

N. Allen: It's been moved and properly second. Are there any comments/ questions? Hearing none, all those in favor signify by the sound of aye.

3 Ayes

0 Nays

N. Allen: May I have a motion to adjourn this meeting?

C. Green: So moved.

D. Williams: Second.

N. Allen: It's been moved and properly second that the meeting for the Board of Public Works and Safety for March 27, 2013 be adjourned. Ordered and so moved.

BOARD OF PUBLIC WORKS AND SAFETY

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NIQUELLE ALLEN, PRESIDENT

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M. CELITA GREEN, VICE PRESIDENT

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DWAYNE WILLIAMS, SECRETARY

CLERK:

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CLOTEAL LABROI, ESQ., DIRECTOR  
BOARD OF PUBLIC WORKS AND SAFETY  
**MARCH 27, 2013**

